

School Board of Clay County

Teacher Inservice Center, 2233 Village Square Parkway, Fleming Island, FL

October 7, 2021 - Regular School Board Meeting

Date: Oct 07 2021 (6:00 p.m.)

Student Showcase

Invocation (Josh Stevens, Youth Pastor, High Point Community Church)

Pledge of Allegiance

Call to Order

Recognitions and Awards

1. 2021-2022 Drug Free Schools Calendar Winners

Presenters

School Showcase

Presentations from the Audience (Public Comment)

Consent Agenda

Superintendent

2. C1 - Minutes of Board Workshop on August 24, 2021; Student Discipline Hearings and Regular Meeting on September 2, 2021

🔗 2021 Aug 24 Workshop.pdf

🔗 2021 Sept 2 Student Discipline.pdf (Confidential)

🔗 2021 Sept 2 Regular Mtg.pdf

School Board Member

3. C2 - School Board Member Out-of-County Travel Expenses Estimated to Attend FSBA/FADSS 76th Annual Joint Conference

Human Resources

4. C3 - Personnel Consent Agenda

🔗 Personnel Consent Agenda 10 7 2021.pdf

Instruction-Academic Services

5. C4 - K-12 Academic Services Out of State and Overnight Student Travel

[!\[\]\(50ba758255c5d7cec2761495a31c7c80_img.jpg\) Oct 2021 - Student Travel.pdf](#)

Instruction-Professional Development

[6. C5 - Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida](#)

[7. C6 - Affiliation Agreement between Clay County District Schools and University of North Florida](#)

[8. C7 - Affiliation Agreement between Clay County District Schools and Old Dominion University](#)

[9. C8 - Affiliation Agreement between Clay County District Schools and Arkansas State University](#)

Instruction-Climate and Culture

[10. C9 - Proclamation for Red Ribbon Week](#)

[!\[\]\(3211b5d1d968fc1665909b34f9f16010_img.jpg\) Red Ribbon Week Proclamation #22-05.pdf](#)

IN-SEDNET

[11. C10 - Lutheran Services Florida Standard Contract #220043](#)

[!\[\]\(6a9b39b98eb945faa14c645ec99e4eaa_img.jpg\) 220043 Lutheran Services Florida \(LSF Health Systems\) - Amendment 103.pdf](#)

Business Affairs

[12. C11 - Proposed Allocation Changes for 2021-2022](#)

[!\[\]\(f60b7a900783ac3fd531bfd9c111be6d_img.jpg\) 20 21 Allocation Summary - October 7, 2021.pdf](#)

Business Affairs-Property

[13. C12 - Deletion of Certain Items Report - September, 2021](#)

[!\[\]\(eabd9f9ababee93effadc3b380fe65fd_img.jpg\) Deletion Report-September, 2021.pdf](#)

Business Affairs-Purchasing

[14. C13 - Contract Renewal - County-Wide Professional Mechanical/Electrical Engineering Services Architect/Engineer Agreement](#)

[15. C14 - Contract Renewal – Benefitfocus Agreement for Web Based Enrollment and Eligibility Management System RFP # 18-BA-123](#)

[!\[\]\(a73c1962d20a39dd8fd6a060ae69693f_img.jpg\) 220031 Benefitfocus Amend 2.pdf](#)

Operations

[16. C15 - Memorandum of Understanding Among the U.S. Naval Criminal Investigative Service and the Participating Federal, State, County, and Municipal Agencies in the Southeast Law Enforcement Alliance Project \(LEAP\) Information Sharing Initiative Known as the Law Enforcement Information Exchange \(LINX\)](#)

[!\[\]\(066cb4a00c9d9f40edb6f87372ec6f08_img.jpg\) SOUTHEAST LInX MOU - Nov 2019.pdf](#)

[17. C16 - Interlocal Agreement to Sell Low-Priced Fuel to the Clay County Board of County Commissioners for Use of Fire and Rescue Vehicles in the Keystone Heights Area](#)

[!\[\]\(b9742ff0bb3da904abeeee81c2bcb456_img.jpg\) Interlocal Agreement with Clay County for Keystone Hts. Fuel.pdf](#)

Operations-Facilities

18. C17 - Pre-Qualification of Contractors

☞ [Table for Board Backup Contractor Prequal, 10.7.21.pdf](#)

19. C18 - Preliminary (Phase II) Plans and Specifications for Elementary School “R”

20. C19 - Change Order #4 (Direct Purchasing) for Tynes Elementary School New Classroom Addition

☞ [Change Order #4 \(Direct Purchasing\) TES New Classroom Addition.pdf](#)

21. C20 - Project Priority List (P.P.L.) to Identify Eligible Projects for Capital Outlay & Debt Service (C.O. & D.S.) Expenditures

☞ [Project Priority List.pdf](#)

22. C21 - SchoolDude Facility Condition Assessment Contract

☞ [School Dude Solutions Contract.pdf](#)

☞ [School Dude Contract Review Approval.pdf](#)

Adoption of Consent Agenda

CCEA Update

CESPA Update

Superintendent's Update and Presentations

Discussion Agenda

Human Resources

23. D1 - Human Resources Special Action

☞ [Special Action A 10 7 2021.pdf \(Confidential\)](#)

Operations

24. D2 - Public Hearing to Approve as Advertised Board Policy, to wit: General Order 9.17, which General Order sets forth requirements relating to school safety, reporting and training, as amended per the requirements of statutory changes.

☞ [9.17 CCDS Policy Safety Measures.pdf](#)

☞ [Legal Adv. PH_SB Policy 9.17-9.18.pdf](#)

25. D3 - Public Hearing to Approve as Advertised Board Policy, to wit: General Order 9.18, which General Order sets forth the Threat Assessment Policy for All Clay County District schools.

☞ [9.18 CCDS Threat Assessment Policy.pdf](#)

☞ [Legal Adv. PH_SB Policy 9.17-9.18.pdf](#)

School Board Attorney Remarks

School Board Member Remarks

Adjournment

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

2021-2022 Drug Free Schools Calendar Winners

Description

The Drug Free Schools Prevention Calendar has been recognizing local students for their positive drug free messages presented through their artwork for the past 23 years. The idea originated during Red Ribbon Week Breakfast in October 1997 and has continued to be a welcomed tradition that the community has embraced. The Clay Action Coalition and the Clay County District Schools are proud to honor the area elementary and junior high students whose drug prevention messages and artwork are showcased in the 2021-2022 "Be Happy. Be Brave. Be Drug Free" Drug Free calendar.

Front Cover Winner	Jayla Attiq	2nd Grade	Thunderbolt Elementary
Inside Cover Winner	Haven Tomalis	1st Grade	Orange Park Elementary
August	Miya Von Eberstein	4th Grade	Tynes Elementary
September	Oakley Bagwell	3rd Grade	Shadowlawn Elementary
October	Charlotte Trumble	Kindergarten	Orange Park Elementary
November	Allison Conley	5th Grade	Orange Park Elementary
December	Emily Grama	4th Grade	Shadowlawn Elementary
January	Raven Bastin	4th Grade	Middleburg Elementary
February	Amelia Harris	3rd Grade	Orange Park Elementary
March	Lilah Cleary	5th Grade	Rideout Elementary
April	Adalyn Wiley	3rd Grade	Orange Park Elementary
May	Jensuel Gonzalez	6th Grade	Argyle Elementary
June	Cooper Mathis	2nd Grade	Orange Park Elementary
July	Haley Hajost	6th Grade	Lake Asbury Elementary

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

N/A

Recommendation

N/A

Contact

Laura Fogarty, Director of Climate & Culture (904) 336-6513 laura.fogarty@myoneclay.net
Erika Gilbert School Counselor Specialist (904) 336-6879 erika.gilbert@myoneclay.net

Financial Impact

N/A

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C1 - Minutes of Board Workshop on August 24, 2021; Student Discipline Hearings and Regular Meeting on September 2, 2021

Description

Florida Statute 1001.42(1) requires the superintendent, as secretary, to keep such minutes and records as are necessary to set forth clearly all actions and proceedings of the school board. The minutes of each meeting shall be reviewed, corrected if necessary, and approved at the next regular meeting; provided that this action may be taken at an intervening special meeting if the board desires.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Approve minutes as submitted.

Contact

David S. Broskie, Superintendent of Schools, david.broskie@myoneclay.net; Bonnie O'Nora, Board Assistant

Financial Impact

None

Review Comments

Attachments

- 🔗 [2021 Aug 24 Workshop.pdf](#)
- 🔗 [2021 Sept 2 Student Discipline.pdf \(Confidential\)](#)
- 🔗 [2021 Sept 2 Regular Mtg.pdf](#)



School Board of Clay County

District Multi-Purpose Center, Corner of Walnut Street & Gratio Place, Green Cove Springs, FL

August 24, 2021 - School Board Workshop

Date: Aug 24 2021 (9:00 a.m.)

Invocation (Beth Clark)

Call to Order (Present: Janice Kerekes, District 1; Beth Clark, District 2; Tina Bullock, District 3; Mary Bolla, District 4; Ashley Gilhousen, District 5; and Superintendent David Broskie)

Workshop Items

1. Review Draft Agenda for Regular School Board Meeting on September 2, 2021

[September-2-2021-regular-school-board-meeting_agenda_packet\(2\).pdf](#)

Minutes:

Presentations:

- Check Presentation by Garber Automall - no discussion;
- Florida Safe School Assessment Findings - no discussion;

Consent Agenda:

- C1 Minutes of Special Meeting on July 20, 2021; Workshop and Special Meeting on July 28, 2021; and Regular meeting on August 5, 2021 - no discussion;
- C2 2021-2022 Assessment Calendar - brief discussion confirming the number of assessments is unchanged;
- C3 Personnel Consent Agenda - no discussion;
- C4 K-12 Academic Services - no discussion;
- C5 Amendment to Embry-Riddle Aeronautical University (ERAU) Agreement with the School Board of Clay County - no discussion;
- C6 2021-2022 Dual Enrollment Articulation Agreement Between School Board of Clay County and Florida State College of Jacksonville - no discussion;
- C7 Approve Interlocal Agreement Between The School Board of Clay County Florida and South Village Community Development District Regarding Usage of District Recreational Facilities - no discussion;
- C8 INVO Healthcare Associates Contract 21-22 - no discussion;
- C9 Sunbelt Staffing Solutions Contract 21/22 - no discussion;
- C10 AMN Healthcare - no discussion;
- C11 Behavior Management Consultants - no discussion;
- C12 2021-2022 School Health Service Agreement - no discussion;
- C13 Proposed Allocation Changes for 2021-2022 - brief discussion re: analysis of potential allocation adjustments resulting from the 10-day count, current enrollment vs projections, and confirmation of some remaining instructional allocations that may be utilized/rolled to schools;
- C14 Budget Amendment Report for June 2021 - no discussion;
- C15 Deletion of Certain Items Report - August, 2021 - no discussion;
- C16 BID Renewal - no discussion;
- C17 Florida Safe Schools Assessments Acceptance Letter - no discussion;

- C18 Approval to Advertise and Notice of Public Hearing to Approve Board Policy, to wit: General Order 9.17, which General Order sets forth requirements relating to school safety, reporting and training, as amended per the requirements of statutory changes - no discussion;
- C19 Approval to Advertise and Notice of Public Hearing to Approve Board Policy, to wit: General Order 9.18, which General order sets forth the Threat Assessment Policy for All Clay County District schools - no discussion;
- C20 Substantial and Final Completion of Orange Park High School HVAC Repair/Replacement Building 4 (Gym) - Mrs. Kerekes requested Mrs. Ellis, Assistant Superintendent of Operations, to provide the timeline for completing a planned wing at OPH;
- C21 Substantial and Final Completion of Lakeside Junior High School Restroom Renovations - no discussion;
- C22 Substantial and Final Completion of Middleburg High School Restroom Renovations - no discussion;
- C23 Pre-Qualification of Contractors - no discussion;
- C24 Schematic/Preliminary/Final (Phase I, II, and III) Plans and Specifications for Shadowlawn Elementary School Roof Replacement/Repair - no discussion;
- C25 County-Wide Professional Civil Engineering Services Contract Award - no discussion;
- C26 School Concurrency Proportionate Share Mitigation (PSM) Development Agreement for DR Horton Inc. Jacksonville, a Delaware corporation (Ayrshire PUD project in the Green Cove Springs area) - no discussion;

Discussion Agenda:

- D1 Clay County School Board Attorney Contract Renewal (item submitted by Mrs. Bolla) - Mrs. Bolla advised she will also add a proposed contract to this item for the board's consideration; the board must determine whether to continue services with the current school board attorney under a new employment contract or end services with notification to school board attorney within required timeframe; the contract to be submitted for consideration is a working document, subject to the board's discussion and revision;
- D2 Human Resources Special Action - no discussion.

2. Florida Safe School Assessment Findings*

Minutes:

This item was addressed following the conclusion of all other items and comments. This portion of the meeting was closed to the public (10:32 a.m. - 11:10 a.m.) for Kenneth Wagner, Chief of Police (CCDS), to present the safe school assessment findings and to discuss specific strategies to be implemented to improve the safety and security of the school district.

Questions from the Audience

3. Questions from the Audience

Minutes:

Victoria Kidwell, President of Clay County Education Association, requested and received from Superintendent Broskie current numbers reflecting the number of COVID cases of students and staff members. Mr. Broskie outlined the number of positive cases in relation to the entire population and county-wide positivity rate to provide perspective.

Superintendent Comments

4. Superintendent Comments

Minutes:

Superintendent Broskie expressed his pride in the partnership of parents and faculty in the district during these difficult times. He stressed the importance of rational decision-making related to the very divisive topic of face coverings. Executive orders by the governor were noted as well as continued efforts to concentrate on mitigation strategies already in place.

Mrs. Kidwell asked a follow-up question about the re-consideration of a mask mandate with a medical opt-out policy. Mrs. Kerekes stated that the Smart Restart Plan does give authority to the superintendent to revise current policy. Mr. Broskie outlined the great deal of effort currently being put into student safety, mitigation strategies, and educational placement options and requested the board members' positions re the current policy.

Mrs. Gilhousen advised decisions should be based on data and there must be a documentable, justifiable reason for breaking the law set forth by the governor. She believes families should be provided with the tools to make decisions for themselves,

fostering a sense of community with no stigmatization re mask choices. Mrs. Bullock supports continuing to encourage teachers to encourage students to wear masks, practice good hygiene, and employ all mitigating measures available. Mrs. Bolla gave a strong recommendation for parents and families to speak with teachers and administrators of schools about safety concerns. Mrs. Kerekes would like to have a stronger mask policy but does not want to put funding at risk by violating the governor's executive orders and risk the loss of funding needed to support the schools. Mrs. Clark believes just about everything possible relative to this issue is being done. She believes we must be realistic and not engage in shaming or bullying over masks while continuing to make everything as normal as possible.

Mrs. Kerekes requested information re additional testing sites. Mr. Broskie advised CCDS is currently working with the Clay County Department of Health on opening additional sites. Terri Dennis, Chief of Staff, advised the DOH is considering a mobile site that would allow employees and students to obtain priority testing.

Mr. Broskie expressed excitement re the literacy plan, professional learning communities and teachers working together to prepare students for life, providing world-class educational experiences. There have been some challenges with bus coverage, due to illness, and patience is appreciated during the occasions when a bus runs late. The new student information system, Synergy, is currently being utilized with some difficulty related to change in general, different features, and the ability to manipulate data within the system.

Student enrollment at Oakleaf High School is high and needs to be addressed, currently 100+ above original projections. A need exists to look at re-drawing boundary lines, and there will be an item put forth on the October board agenda to address a way to revise boundaries in a fair and equitable manner. School Board policy provides for a maximum of 2,500 students at the high school level.

School Board Comments

5. School Board Member Comments

Minutes:

Bruce Bickner, School Board Attorney, brought forth for the board's consideration, that the Clay County Board of County Commissioners is currently involved in ongoing discussion and meetings with a focus on re-districting. Mr. Bickner shared with the board the BCC's memorandum wherein redistricting is being proposed based on population data from the 2020 Census Bureau and outlining the legal requirements for redistricting. A document outlining current school board districts and the currently served populations was shared. A recommendation was put forth that the board consider holding a workshop to explore redistricting options. Redistricting may only occur in odd-numbered years and must be completed by 12/31/2021 and then published for a period of 30 days. Although the BCC makes the suggestion for the school board districts to mirror theirs, there is not an obligation to do so.

Mrs. Kerekes advised CCDS mirrored the BCC districts in 2010 and then the BCC subsequently changed one of their districts. She believes consideration should be given with an effort to distribute evenly, making sure a board member's residence is not moved from the district of the seat being held. Mrs. Bolla advised there is major growth in Lake Asbury that will not settle soon, so the current numbers do not necessarily account for the impact that will be the result of future projects, and the proposed 3% variance should be considered. Board members expressed a desire to see an overlay of the county districts and school districts for comparison. Discussion also included the numbering of districts. The board determined that a workshop would be held on September 9, 2021, following the currently scheduled public hearing to adopt the 2021/2022 budget.

Mrs. Bullock has requested that the Clay Education Foundation consider having a mobile unit to serve some of the outlying areas, whose teachers find it difficult to undergo the long drive and participate in the current supply depot.

Mrs. Clark sees a potential capacity issue in the Green Cove Springs and Lake Asbury areas and requested capacity information re the elementary schools. Mr. Broskie responded that approximately half are above and half are below capacity at the present time.

Mrs. Kerekes requested follow-up on a prior request to more comprehensively address vaping in the Student Code of Conduct. Laura Fogarty, Director of Climate and Culture, advised that the vaping policy set forth in the Code of Conduct follows Florida state statute exactly. Mrs. Kerekes is concerned that high school teachers have indicated this as an ongoing issue to her. Mr. Broskie advised a need to focus on the enforcement of the rule.

Adjournment (11:10 a.m.)

Superintendent of Schools

School Board Chair

DRAFT



School Board of Clay County

Teacher Inservice Center, 2233 Village Square Parkway, Fleming Island, FL

September 2, 2021 - Regular School Board Meeting

Date: Sep 02 2021 (6:00 p.m.)

Student Showcase (None)

Invocation (Joseph Williams, Deputy Chaplain, Clay County Sheriff's Office)

Pledge of Allegiance

Call to Order (Present: Janice Kerekes, District 1; Beth Clark, District 2, Tina Bullock, District 3; Mary Bolla, District 4; Ashley Gilhousen, District 5; Superintendent David Broskie)

Recognitions and Awards

Presenters

~~1. Check Presentation by Garber Automall~~

[2. Florida Safe School Assessment Findings](#)

Minutes:

Kenneth Wagner, Chief of Police (CCSDPD), presented safe school assessment findings in accordance with statutory requirements.

School Showcase (None)

Presentations from the Audience (Public Comment)

[3. Public Comment](#)

Minutes:

Public Speakers:

- John Hauber - masks
- Christopher Trahan - masks
- Kevin Conner - masks
- Pamela Henry - gratitude for supporting parental rights, continuing to not add critical race theory
- Julie Smith - mask mandate
- Zach Dewey - safety protocols for students
- Zoie Drury - mask mandate
- Roger Arrowsmith - mask policy
- Wendy Owens - contact tracing
- Vicki Kidwell - teacher concerns re COVID
- Rev. Dr. Brandon Frick - COVID mitigation
- Luanne Eckert - mask mandate
- Travis Christensen - masks

- Chad Weeks - mask mandates
- Evelyn Nickell - masks
- Cory Pommell - parents not being allowed to escort children/restrictions in general
- Summer Grace - cameras in the classroom
- Melynda Johnson - dress code
- Alexandra Pierre - school dress code
- Angel Johnson - dress code (school)
- Joseph John Cummings - dress codes and the violation of the free expression of students
- Elizabeth Phelps - no mask
- Babette Duke - face mask
- Kenneth C. Morrow Jr. - inclusion of doctors and specialists in making health-related decisions
- Dawn Jervis - masks
- Jasmine Barger - dress code

Consent Agenda

Superintendent

[4. C1 - Minutes of Special Meeting on July 20, 2021; Workshop and Special Meeting on July 27, 2021; and Regular Meeting on August 5, 2021](#)

[2021 Jul 20 Special Mtg.pdf](#)

[2021 Jul 27 Special Mtg.pdf](#)

[2021 Jul 27 Workshop.pdf](#)

[2021 Aug 5 Regular Mtg.pdf](#)

ITS-Data & Accountability

[5. C2 - 2021-2022 Assessment Calendar](#)

[K12 Uniform Assessment Calendar 21-22 \(1\).pdf](#)

Instruction-Academic Services

[6. C4 - K-12 Academic Services Out of State and Overnight Student Travel](#)

[Sept 2021 - Student Travel.pdf](#)

[7. C5 - Amendment to Embry-Riddle Aeronautical University \(ERAU\) Agreement with the School Board of Clay County](#)

[Sept 2021 - Embry-Riddle Clay GAI AY21-22 Amendment 4 \(Updated 8.3.21\).docx.pdf](#)

[8. C6 - 2021-2022 Dual Enrollment Articulation Agreement Between School Board of Clay County and Florida State College of Jacksonville](#)

[Sept 2021 - FSCJ Dual Enrollment Agreement.pdf](#)

[9. C7 - Approve Interlocal Agreement Between The School Board of Clay County, Florida and South Village Community Development District Regarding Usage of District Recreational Facilities](#)

[Interlocal Agreement with South Village Development District.pdf](#)

Instruction-Exceptional Student Education

[10. C8 - INVO Healthcare Associates Contract 21-22](#)

[2122 INVO.pdf](#)

[11. C9 - Sunbelt Staffing Solutions Contract 21/22](#)

[220019 Sunbelt Staffing.pdf](#)

[12. C10 - AMN Healthcare](#)

[220016 AMN Healthcare.pdf](#)

[13. C11 - Behavior Management Consultants](#)

[220019 Sunbelt Staffing.pdf](#)

[12. C10 - AMN Healthcare](#)

[220016 AMN Healthcare.pdf](#)

[13. C11 - Behavior Management Consultants](#)

[220009 Behavior Mgmt Consultants.pdf](#)

Instruction-Climate and Culture

[14. C12 - 2021-2022 School Health Service Agreement](#)

[2021-2022 School Health Services Agreement.pdf](#)

Business Affairs

[15. C13 - Proposed Allocation Changes for 2021-2022](#)

[21 22 Allocation Summary - September 2 2021.pdf](#)

Business Affairs-Accounting

[16. C15 - Budget Amendment Report for June 2021](#)

[Budget Amendment June 2021.pdf](#)

Business Affairs-Property

[17. C16 - Deletion of Certain Items Report - August, 2021](#)

[Deletion Report-August, 2021.pdf](#)

Business Affairs-Purchasing

[18. C17 - BID Renewal](#)

Operations

[19. C18 - Florida Safe Schools Assessments Acceptance Letter](#)

[Assessments Acceptance Letter.pdf](#)

[Executed Assessments Acceptance Letter.pdf](#)

[20. C19 - Approval to Advertise and Notice of Public Hearing to Approve Board Policy, to wit: General Order 9.17, which General Order sets forth requirements relating to school safety, reporting and training, as amended per the requirements of statutory changes.](#)

[Approval to Adv PH SB Policy 9.17 & 9.18.pdf](#)

[9.17 CCDS Policy Safety Measures.pdf](#)

[21. C20 - Approval to Advertise and Notice of Public Hearing to Approve Board Policy, to wit: General Order 9.18, which General Order sets forth the Threat Assessment Policy for All Clay County District schools.](#)

[Approval to Adv PH SB Policy 9.17 & 9.18.pdf](#)

[9.18 CCDS Threat Assessment Policy.pdf](#)

Operations-Facilities

[22. C21 - Substantial and Final Completion of Orange Park High School HVAC Repair/Replacement Building 4 \(Gym\)](#)

[Substantial & Final Completion OPH HVAC.pdf](#)

[23. C22 - Substantial and Final Completion of Lakeside Junior High School Restroom Renovations](#)

[Substantial and Final Completion Certificates LSJ Restroom Renovation.pdf](#)

[24. C23 - Substantial and Final Completion of Middleburg High School Restroom Renovations](#)

[Substantial and Final Completion Certificates MHS Restroom Renovations.pdf](#)

[25. C24 - Pre-Qualification of Contractors](#)

[Table for Board Backup Contractor Prequal, 9.2.21.pdf](#)

[26. C25 - Schematic/Preliminary/Final \(Phase I, II, and III\) Plans and Specifications for Shadowlawn Elementary School Roof Replacement/Repair](#)

[27. C26 - County-Wide Professional Civil Engineering Services Contract Award](#)

[Matthews Design Contract 9.2.21.pdf](#)

[Michelle Agee Contract 9.2.21.pdf](#)

[JB Pro Contract 9.2.21.pdf](#)

[CHW Contract 9.2.21.pdf](#)

[Tocoi Engineering Contract 9.2.21.pdf](#)

[28. C27 - School Concurrency Proportionate Share Mitigation \(PSM\) Development Agreement for DR Horton Inc. Jacksonville, a Delaware corporation \(Ayrshire PUD project in the Green Cove Springs area\).](#)

[PSM Development Agreement - DR Horton Inc 9 2 21.pdf](#)

Adoption of Consent Agenda

[29. Adoption of Consent Agenda](#)

Motion

Motion to Adopt Consent Agenda

Vote Results (Approved)

Motion: Tina Bullock

Second: Ashley Gilhousen

Janice Kerekes

- Aye

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Tina Bullock

- Aye

Beth Clark

- Aye

CCEA Update (Victoria Kidwell)

CESPA Update (None)

Superintendent's Update and Presentations

[30. Superintendent's Update](#)

[SB Superintendent's Update 9-2-2021.pdf](#)

Minutes:

Superintendent Broskie utilized the attached presentation to highlight the following:

- Superintendent's Advisory Councils
- Ribbon Cutting Ceremony at Coppergate School of the Arts
- COVID-19 Testing & FLDOE Decision-Tree

Discussion Agenda

School Board Member

31. D1 - Clay County School Board Attorney Contract Renewal (item submitted by Mrs. Bolla)

Agreement School Board Attorney.pdf

JBB CONTRACT 2021-2023 Red Markup FINAL (1).pdf

Minutes:

There was brief discussion of the contract length and effective dates, with no revisions made to the proposed attached contract.

Motion

Motion to approve Clay County School Board Attorney Contract

Vote Results (Approved)

Motion: Janice Kerekes

Second: Tina Bullock

Janice Kerekes

- Aye

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Tina Bullock

- Aye

Beth Clark

- Aye

Human Resources

32. D2 - Human Resources Special Action

Minutes:

There were no human resources special actions.

33. C3 - Personnel Consent Agenda (pulled to Discussion by staff)

Personnel Consent Agenda 9 2 2021.pdf

Minutes:

This item was pulled to Discussion because the intended attachment was inadvertently not included. Physical copies of the document were made available in the board room to both board members and the public. Good cause exists to exercise, under Florida Statute 120.525(2), a substitution of backup materials to correctly reflect the intended action.

Motion

Motion to Approve Personnel Consent Agenda

Vote Results (Approved)

Motion: Ashley Gilhousen

Second: Janice Kerekes

Janice Kerekes

- Aye

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Tina Bullock

- Aye

Business Affairs

~~34. C14 -- Approve the School District Administration request to pursue debt collection against past employee Lori Featheringill, to recoup salary overpayment in excess of \$59,000.00. (pulled to Discussion by Mrs. Bullock) (withdrawn by staff)~~

Employee Overpay.pdf

School Board Attorney Remarks35. School Board Attorney Comments**Minutes:**

Bruce Bickner, School Board Attorney, expressed his appreciation for the board's confidence in him, as confirmed by their vote on his contract for renewal.

School Board Member Remarks36. School Board Member Comments**Minutes:**

At the conclusion of public comment, at Mrs. Kerekes' request, board member comments were heard relative to the public comments made.

- Mrs. Kerekes expressed the care of the board for students and appreciated being able to hear both sides of the issues in addition to the numerous emails and phone calls received. She personally feels the district may not be doing enough to protect staff and students and wants to be sure the ReStart Plan is being followed exactly, expressing a desire to have one plan for health and safety, not individualized school plans. She also discussed adding an additional custodian to each school to support cleaning and sanitization.
- Mrs. Bullock advised schools are not designed for social distancing, and it is necessary to do the things that can be done as outlined in the ReStart Plan, such as thorough cleaning, taking personal responsibility, and considering the use of masks when classes are combined due to absent staff members.
- Mrs. Gilhousen is in favor of doing all that can be done to enforce the ReStart Plan, established by the board and executed by the superintendent. She opposes a mask mandate based on the use of face masks being a health care intervention that lacks irrefutable data that warrants government mandating it, and advised the board must be mindful of where their authority ends.
- Mrs. Clark appreciates living in a community where the freedom to not have a mask mandate exists, stating she would support masks only if she thought they would work. She advised we have learned much in the past year re protocols and ways to combat the virus and expressed concern in our ability to secure and retain additional support staff during this time.
- Mrs. Bolla appreciated the student public speakers this evening and referenced a letter from the Chancellor of Education, advising Parents' Choice is still a law that must be followed, regardless of agreement with its principles. Masks are encouraged and social distancing is being followed to the greatest extent possible.
- Superintendent Broskie and Terri Dennis, Chief of Staff, discussed the opening of a testing center in Omega Park that will give fast access to the PCR Covid test for employees and students.

Immediately preceding the Superintendent's Update and Presentation, Mary Bolla, Board Chair, presented a token of appreciation to Superintendent Broskie, in acknowledgment of Mr. Broskie's achieving the Florida Superintendent Special Certification and in appreciation of his leadership amidst numerous unprecedented challenges.

Additional board member comments were heard at the scheduled portion of the meeting.

- Mrs. Kerekes noted that Vicki Kidwell, Clay County Education Association President, is a great advocate for teachers and expressed gratitude to Ms. Kidwell and Ms. Reagor for all they do.
- Mrs. Bullock advised she pulled item C14 prior to staff withdrawing that item, and she would like to be privy to the resolution and to ensure the employee re this item is given the leave payout she deserves. She acknowledged Dana Anderson, a bus driver who went above and beyond to problem solve for a child afraid of the diesel noise on the bus as well as giving a "shout-out" to Kathy Hill, Keystone Heights Elementary Mental Health Counselor, and noting additional events and achievements within the Keystone community.

- Mrs. Gilhousen expressed the hope that all felt heard and hopes for respect of the differences of opinion while continuing to work together and move forward, executing the current plan with fidelity. She also expressed appreciation to Mrs. Kidwell for the insight she provides into what teachers are experiencing.
- Mrs. Bolla also hopes that all felt heard and appreciates feedback received through open houses. She responded to a prior request of Mrs. Bullock for the southern end of the county to have improved access to the Tools4Clay Schools Store, advising that the southern corridor was well represented at the Store, but that the Clay Education Foundation will explore the possibility of a future online order and delivery system. Take Stock in Children mentors are prepared and eager to begin working with students, and former students who have progressed to professional athletes were noted.

Adjournment (8:59 p.m.)

Superintendent of Schools

School Board Chair

DRAFT

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C2 - School Board Member Out-of-County Travel Expenses Estimated to Attend FSBA/FADSS 76th Annual Joint Conference

Description

Reimbursement of travel expenses for school board members is addressed in Florida Statutes 112.061, 1001.39 and the rules of the State Board of Education. Specifically, F.S. 1001.39 reads, "... any travel outside of the district that exceeds \$500 requires prior approval by the district school board to confirm that such travel is for official business of the school district and complies with rules of the State Board of Education. Any request for travel outside the state must include an itemized list detailing all anticipated travel expenses, including, but not limited to, the anticipated costs of all means of travel, lodging, and subsistence. Immediately preceding a request, the public must have an opportunity to speak on the specific travel agenda item."

School Board members typically attend two in-state conferences yearly that are sponsored by the Florida School Boards Association. In addition, periodic technical assistance is provided throughout the fiscal year for all Board members. Currently, there is no planned out-of-state travel.

Estimated costs below include registration fees, lodging, meals, mileage, and other incidental expenses.

Estimated Travel Expenses To Attend FSBA/FADSS Annual Joint Conference

Date/Conference	Board Members Attending	Location	Purpose	Estimated Cost
2021 FADSS/FSBA Annual Joint Conference (November 30, 2021 - December 3, 2021)	Bolla, Bullock, Gilhousen, Kerekes, Clark	Tampa FL	Official Business of the District	\$6,000

Gap Analysis

Professional development provides valuable leadership training for school board members. The majority of the training, but not necessarily all training, is provided through the Board's professional organization, Florida School Boards Association. Training includes yearly legislative updates on issues important to school systems in Florida as well as other important topics that impact public education.

Previous Outcomes

Board members have attended training and conferences in the past and gained valuable insight on education issues.

Expected Outcomes

Board members will continue to attend upcoming trainings and conferences and gain valuable insight on education issues.

Strategic Plan Goal

2.4 Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Recommend approval

Contact

Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

\$5,500.00 (This is a rough estimate with the assumption that all five board members would have the opportunity to attend.)

Review Comments

Attachments

DRAFT

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C3 - Personnel Consent Agenda

Description

Florida Statutes, State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters. Actions regarding personnel have been recommended by Supervisors, approved by the Superintendent and are being forwarded to the Board for action or, if appropriate, for information. Personnel Actions, Transfer Requests, Pre-employments, Leave Forms or Directives from the Superintendent are available for review in the Human Resources Division.

Gap Analysis

These personnel actions are necessary for the effective operation of the school district.

Previous Outcomes

The Clay County School Board has approved each month a Personnel Consent Agenda which contains appointments, re-appointments, transfers, redesignations, retirements, resignations, and conclude employments.

Expected Outcomes

Approval of the Personnel Consent Agenda.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Initiative 5.1.1 - Recruit and retain highly skilled, qualified, and diverse educators, leaders, and support staff.

Recommendation

To approve the Personnel Consent Agenda.

Contact

Brenda G. Troutman, Assistant Superintendent for Human Resources. (904) 336-6701 brenda.troutman@myoneclay.net

Financial Impact

Personnel changes involving already-allocated positions will result in salary impact per the current Board-approved Salary Schedule. This also includes supplemental positions. See current backup for allocation changes for impact of new positions.

Review Comments

Attachments

📎 [Personnel Consent Agenda 10 7 2021.pdf](#)

DIVISION OF HUMAN RESOURCES
PERSONNEL CONSENT AGENDA
October 7, 2021
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I. Administrative Actions**A. APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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I. Administrative Actions**B. RE-APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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I. Administrative Actions**C. RE-DESIGNATION**

Name/Assignment	Site	Previous Assignments
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I. Administrative Actions**D. TRANSFER**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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I. Administrative Actions**E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
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I. Administrative Actions**F. SUPPLEMENT**

Name/Assignment	Site	
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I. Administrative Actions**A. APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
POMPEY, SHARON A BAF COOR PAYROLL ACTIVITIES 12 MONTH	Human Resources	Effective 2021-09-07 12 MONTH / Annual

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I. Administrative Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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I. Administrative Actions**C. RE-DESIGNATION**

Name/Assignment	Site	Previous Assignments
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I. Administrative Actions**D. TRANSFER**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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I. Administrative Actions**E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT**

Name/Assignment	Site	Effective/Action
POMPEY, SHARON A HMR PERSONNEL ASST CONFIDEN	Human Resources	Effective 2021-09-06 RESIGNATION
WAGNER, NATHAN KEITH ITS COOR, IT 12 MONTH	INFORMATION AND TECH SERVICES	Effective 2021-09-27 RESIGNATION

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I. Administrative Actions**F. SUPPLEMENT**

Name/Assignment	Site	
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II. JOB DESCRIPTION ACTIONS

NONE

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III. Instructional Actions**A. APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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III. Instructional Actions**B. RE-APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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III. Instructional Actions**C. RE-DESIGNATION**

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
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III. Instructional Actions**D. TRANSFER**

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
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III. Instructional Actions**E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT**

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
0.9	HAYDEN, KATHLEEN CODY BLC BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2021-06-03 RESIGNATION

III. Instructional Actions

F. SUPPLEMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
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III. INSTRUCTIONAL ACTIONS 2020-2021

G. PENDING APPOINTMENTS

<u>Name</u>	<u>Site</u>	<u>Subject</u>	<u>OOF Subject</u>	<u>Effective</u>
NONE				

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III. INSTRUCTIONAL ACTIONS 2020-2021

H. OUT OF FIELD

Name

Site

Subject

OOF Subject

NONE

DRAFT

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
0.6	ALFANO, MEGAN RENEE TEACHER, DEAN JH 10 MONTH	Lake Asbury Junior High School	Effective 2021-08-02 10 MONTH / Annual
	ALVES, JILLIAN C PES TEACHER, SC, FIRST GR 10 MONTH	Robert M. Paterson Elementary	Effective 2021-09-09 10 MONTH / Instructional Probationary Annual
	CARTER, KAMESA EVETTE BLC TEACHER, VE SELF- CONTAINED 10 MONTH	Bannerman Learning Center	Effective 2021-08-17 10 MONTH / Instructional Probationary Annual
	COOMBS, EBONI N CEB SCHOOL SOCIAL WORKER 10 MONTH	Charles E. Bennett Elementary	Effective 2021-09-07 10 MONTH / Instructional Probationary Annual
	COTTRILL, KIMBERLY ANN CHS TEACHER, HEALTH SCIENCE ED 10 MONTH	Clay High	Effective 2021-08-23 10 MONTH / Instructional Probationary Annual
	DENAPOLI, CHARLOTTE RAE ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Lake Asbury Elementary	Effective 2021-08-16 10 MONTH / Instructional Probationary Annual
	FORMAN, LINDSEY JOANNE LJH TEACHER, VE/INCLUSION 10 MONTH	Lakeside Junior High	Effective 2021-08-23 10 MONTH / Instructional Probationary Annual
	GANT, KAREN DENISE WEC TEACHER, VE/INCLUSION 10 MONTH	W.E. Cherry Elementary	Effective 2021-08-18 10 MONTH / Instructional Probationary Annual
	GREGORIUS, KEVIN B CHS TEACHER, INDUSTRIAL ED 10 MONTH	Clay High	Effective 2021-09-01 10 MONTH / Instructional Probationary Annual
	HOFFMAN, KATHLEEN DELINDA POE TEACHER, SC, KINDERGARTEN 10 MONTH	Plantation Oaks Elementary	Effective 2021-08-17 10 MONTH / Instructional Probationary Annual
	HUBER, TAMARA LYNN CHS TEACHER, HEALTH SCIENCE ED 10 MONTH	Clay High	Effective 2021-09-14 10 MONTH / Instructional Probationary Annual
0.4	JAMES, REBECCA SHANNON TEACHER, DEAN SH 10 MONTH	Orange Park High	Effective 2021-08-02 10 MONTH / Annual
	KING, HEATHER CRISTY ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Discovery Oaks Elementary	Effective 2021-08-19 10 MONTH / Instructional Probationary Annual
	LAZIC, DEBRA M SLE TEACHER, SC, FOURTH GR 10 MONTH	Shadowlawn Elementary	Effective 2021-08-16 10 MONTH / Instructional Probationary Annual
0.5	MILLER, MARK THOMAS OLJ TEACHER, VE/INCLUSION 10 MONTH	Oakleaf Junior High School	Effective 2021-08-02 10 MONTH / supplement
	MUNOZ, ALLISON CLAIRE POE TEACHER, SC, SECOND GR 10 MONTH	Plantation Oaks Elementary	Effective 2021-08-20 10 MONTH / Instructional Probationary Annual
	PAYTON, EDEN IGNACIO LAE TEACHER, VE/INCLUSION	Lake Asbury Elementary	Effective 2021-09-14 10 MONTH / Instructional

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	10 MONTH		Probationary Annual
	PEAK, LAUREN MICHELLE KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2021-09-09 10 MONTH / Instructional Probationary Annual
	PETERSON, ALLISON KATE POE TEACHER, SC, FIRST GR 10 MONTH	Plantation Oaks Elementary	Effective 2021-08-17 10 MONTH / Instructional Probationary Annual
	PHILLIPS, TONYA RACHEL ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Montclair Elementary	Effective 2021-09-13 10 MONTH / Instructional Probationary Annual
	PISCH, REGINA C TBE TEACHER, SC, SIXTH GR 10 MONTH	Thunderbolt Elementary	Effective 2021-09-01 10 MONTH / Instructional Probationary Annual
	PRICE JR, RAY MERLE OPH TEACHER, SCIENCE, SH 10 MONTH	Orange Park High	Effective 2021-08-17 10 MONTH / Annual
	ROBERTS, KATHLEEN E STS SCHOOL SOCIAL WORKER 10 MONTH	CLIMATE AND CULTURE	Effective 2021-09-07 10 MONTH / Instructional Probationary Annual
	ROSSI, MICHAEL P POE TEACHER, SC, FOURTH GR 10 MONTH	Plantation Oaks Elementary	Effective 2021-08-16 10 MONTH / Instructional Probationary Annual
	SAMUEL, LATHEA ELIZABETH GPE TEACHER, SC, KINDERGARTEN 10 MONTH	Grove Park Elementary	Effective 2021-09-13 10 MONTH / Instructional Probationary Annual
0.6	SEXTON, DAVID BRYAN TEACHER, DEAN JH 10 MONTH	Oakleaf Junior High School	Effective 2021-08-02 10 MONTH / Annual
	SLOAN, KATHRYN SHANNON POE TEACHER, VE LANG IMPAIRED 10 MONTH	Plantation Oaks Elementary	Effective 2021-09-13 10 MONTH / Instructional Probationary Annual
	SMALL, MACKENZIE ANNE LAE TEACHER, SC, KINDERGARTEN 10 MONTH	Lake Asbury Elementary	Effective 2021-09-09 10 MONTH / Instructional Probationary Annual
	THOMAS, ALLYSON MARIE OPH TEACHER, SCIENCE, SH 10 MONTH	Orange Park High	Effective 2021-09-13 10 MONTH / Instructional Probationary Annual
	WHITTAKER, JESSICA LYN KHH TEACHER, MATHEMATICS, SR 10 MONTH	Keystone Heights High School	Effective 2021-09-09 10 MONTH / Instructional Probationary Annual
	WOOD, KIMBERLY PAIGE ESE STAFFING SPECIALIST 10 MO 10 MONTH	Exceptional Student Education	Effective 2021-08-16 10 MONTH / Instructional Probationary Annual
	WRIGHT, LEANNE MADISON SPC TEACHER, SC, FOURTH GR 10 MONTH	Swimming Pen Creek Elem	Effective 2021-08-13 10 MONTH / Instructional Probationary Annual
	YOUHAS, OLIVIA ELAINE OPH TEACHER, VE/INCLUSION 10 MONTH	Orange Park High	Effective 2021-08-24 10 MONTH / Instructional Probationary Annual

III. Instructional Actions**A. APPOINTMENT**

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	YOUNG, MICHAEL EDWARD GCJ TEACHER, MATHEMATICS, JH 10 MONTH	Green Cove Springs Junior High	Effective 2021-08-18 10 MONTH / Instructional Probationary Annual

III. Instructional Actions**B. RE-APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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III. Instructional Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous Assignment
0.4	ALFANO, MEGAN RENEE LAJ TEACHER, MATHEMATICS, JH 10 MONTH	Lake Asbury Junior High School	EFFECTIVE 08/02/2021 / REDESIGNATE FROM LAJ TEACHER, MATHEMATICS, JH / 10 MONTH
0.6	JAMES, REBECCA SHANNON OPH TEACHER, SOC STUD, SH 10 MONTH	Orange Park High	EFFECTIVE 08/02/2021 / REDESIGNATE FROM OPH TEACHER, SOC STUD, SH / 10 MONTH
0.5	MILLER, MARK THOMAS OLJ TEACHER, SOC STUD, JH 10 MONTH	Oakleaf Junior High School	EFFECTIVE 08/02/2021 / REDESIGNATE FROM OLJ TEACHER, SOC STUD, JH / 10 MONTH
0.4	SEXTON, DAVID BRYAN OLJ TEACHER, SCIENCE, JH 10 MONTH	Oakleaf Junior High School	EFFECTIVE 08/02/2021 / REDESIGNATE FROM OLJ TEACHER, SCIENCE, JH / 10 MONTH
	STEVENS, KRISTEENA L STS SCHOOL SOCIAL WORKER 11 MO 11 MONTH	CLIMATE AND CULTURE	Effective 2021-08-21 / redesignated from / STS SCHOOL SOCIAL WORKER / 10 MONTH

III. Instructional Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
KNOTTS, KRISTEN DANIELLE LES TEACHER, SC, SECOND GR 10 MONTH	Lakeside Elementary	Effective 2021-09-03 /transfer from / GPE TEACHER, CURRICULUM COACH
LANDRUM, JENNIFER FRANCES CEB TEACHER, ART, ELEM 10 MONTH	COUNTY-WIDE LEAVE	Effective 2021-08-30 /transfer from / CVA TEACHER, ART, SH
LUECKERT, MICHAEL THOMAS MHS TEACHER, MATHEMATICS, SR 10 MONTH	Middleburg High	Effective 2021-08-30 /transfer from / CVA TEACHER, MATHEMATICS, SR

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action
	ALFORD, MARTHA J KHE TEACHER, TITLE I, ELEM 10 MONTH	Keystone Heights Elementary	Effective 2021-09-30 RETIREMENT
0.9	ALVES, JILLIAN C PES GENERAL ASSISTANT 9 MON SU	Robert M. Paterson Elementary	Effective 2021-09-08 RESIGNATION
0.9	CARTER, KAMESA EVETTE BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2021-08-16 RESIGNATION
	COLLINS, AMY BROOKS PES TEACHER, SC, FIRST GR 10 MONTH	Robert M. Paterson Elementary	Effective 2021-09-01 RETIREMENT
	DICKINSON, LYNN MARIE CHS TEACHER, HEALTH SCIENCE ED 10 MONTH	Clay High	Effective 2021-08-30 RESIGNATION
	FREELAND, DAWN M KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2021-09-02 RESIGNATION
	HARRIS, MESHELL ROBERSON DOE TEACHER, SC, FOURTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2021-09-24 RETIREMENT
	KAMINSKAS, LYNN D FIH TEACHER, DROPOUT PREV SH 10 MONTH	Fleming Island High School	Effective 2021-09-03 RESIGNATION
	KEENAN, MARCUS DAVID CHS TEACHER, SOC STUD, SH 10 MONTH	Clay High	Effective 2021-09-21 RESIGNATION
	LAXTON, SYLVIA NICOLLE GPE TEACHER, SC, KINDERGARTEN 10 MONTH	Grove Park Elementary	Effective 2021-08-26 RESIGNATION
	LOPEZ, HOLLY STEPHANIE OPJ TEACHER, SCIENCE, JH 10 MONTH	Orange Park Jr High	Effective 2021-08-25 RESIGNATION
	LOW-TULLOUS, SUSAN MARIE RVE TEACHER, SC, SECOND GR 10 MONTH	Ridgeview Elementary	Effective 2021-08-31 CONCLUDE EMPLOYMENT
	LYNCH, TIFFANY LISA STS SCHOOL SOCIAL WORKER 11 MO 11 MONTH	CLIMATE AND CULTURE	Effective 2021-08-20 RESIGNATION
	MELLO, ANJUM OHS TEACHER, MATHEMATICS, SR 10 MONTH	Oakleaf High School	Effective 2021-09-03 RESIGNATION
	MILLER, MICHAEL S LJH TEACHER, MATHEMATICS, JH LNG TRM	Lakeside Junior High	Effective 2021-08-11 Conclude Employment
	MOYER, BRIANNA ANN DOE TEACHER, MUSIC, ELEM 10 MONTH	Discovery Oaks Elementary	Effective 2021-09-17 RESIGNATION

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	NICHOLS, DEBORAH ANN ESE STAFFING SPECIALIST 10 MO 10 MONTH	Exceptional Student Education	Effective 2021-09-17 RESIGNATION
	PETOW, CARLI ALEXANDRA CHS TEACHER, VE/INCLUSION 10 MONTH	Clay High	Effective 2021-09-03 RESIGNATION
	PREECE, DEBORAH WILLIAMS WES TEACHER, SC, SECOND GR 10 MONTH	Wilkinson Elementary	Effective 2021-09-10 RETIREMENT
	ROACH, CELESTINA LOUISE WEC TEACHER, SC, THIRD GR 10 MONTH	W.E. Cherry Elementary	Effective 2021-08-20 RESIGNATION
	STEELMAN, MICHELLE M LJH TEACHER, READING, JH 10 MONTH	Lakeside Junior High	Effective 2021-09-03 RESIGNATION
0.9	THOMPSON, SARAH K RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2021-09-14 RESIGNATION
	WHITE, MELISSA LYNN STS SCHOOL SOCIAL WORKER 10 MONTH	CLIMATE AND CULTURE	Effective 2021-08-27 RESIGNATION
0.9	WRIGHT, LEANNE MADISON SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2021-08-12 RESIGNATION

III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
0.1	ADAMSON, ANGELA K MHS (.128) SIXTH PERIOD SUPPLEME	Middleburg High	Appointment
0.5	ALEXANDER, RENA ELIZABETH AES DOD ACADEMIC CH, STEM SUPPLEME	Argyle Elementary	Appointment
	ALFANO, MEGAN RENEE LAJ PEER TEACHER SUPPLEME	Lake Asbury Junior High School	Appointment
0.5	ALLEN, DEBORAH L SBJ DOD ACADEMIC CH, STEM SUPPLEME	S. Bryan Jennings Elementary	Appointment
0.3	ARTUNDUAGA, CASEY DIANE CVA DEPT HEAD (11-16 SUPPLEME	Clay Virtual Academy	Appointment
0.5	BARTON, DONNA M AES DOD ACADEMIC CH, STEM SUPPLEME	Argyle Elementary	Appointment
	BEHNKEN, MARIA BECHHOLD LAJ DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Junior High School	Appointment
	BINET, CHRISTIAN KHH GOLF HD SH SUPPLEME	Keystone Heights High School	Appointment
	BOWLES, CATHARINE REBECCA OPH CO-CURR CLUB SUPPLEME	Orange Park High	Appointment
0.5	BREINDEL-HILL, JULIE ANN CHS JUNIOR CLASS SPONSOR SUPPLEME	Clay High	Appointment
	BROWN, DEBORAH A WJH CO-CURR CLUB SUPPLEME	Wilkinson Jr High	Appointment
	BRUNDIGE, SARAH ELIZABETH RVE DOD ACADEMIC CH, STEM SUPPLEME	Ridgeview Elementary	Appointment
0.5	BRYAN, LESLEE DAMPIER ELE DOD ACADEMIC CH, STEM SUPPLEME	Dept Of Elementary Education	Appointment
	BRYAN, LESLEE DAMPIER K12 ACADEMIC COACH, DISTRICT SUPPLEME	Dept Of Elementary Education	Appointment
	BUCKLIN, SARA SOTOLONGO OLJ PEER TEACHER SUPPLEME	Oakleaf Junior High School	Appointment
	BURNSED, ALAN PHILLIP MHS PEER TEACHER SUPPLEME	Middleburg High	Appointment
0.5	CABALLERO, KYLE R ELE TRACK ELEM COOR SUPPLEME	Plantation Oaks Elementary	Appointment
	CAREY, EMILY R BLC PEER TEACHER SUPPLEME	Bannerman Learning Center	Appointment

III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
0.5	CARMICHAEL, DENISE RENEE CGE DOD ACADEMIC CH, STEM SUPPLEME	Coppergate Elementary	Appointment
	CARTER, KEVIN LAWRENCE GCJ BASEBALL ASST JH SUPPLEME	Green Cove Springs Junior High	Appointment
	CHANDLER, TRAAVIS T FIH FOOTBALL ASST HS 25% SUPPLEME	Fleming Island High School	Resignation
	CHANDLER, TRAAVIS T FIH FOOTBALL ASST SH 75% SUPPLEME	Fleming Island High School	Resignation
0.1	CLARK, TREVOR M RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	CLEMONS-KIRBY, STEPHANIE NICOL TES PEER TEACHER SUPPLEME	Tynes Elementary	Appointment
0.5	COCHUYT, CAROL JEAN CVA DEPT HEAD (11-16 SUPPLEME	Clay Virtual Academy	Appointment
	COFFEE, TIARA NICOLE LJH DEPT HEAD (11-16 SUPPLEME	Lakeside Junior High	Appointment
	COFFEE, TIARA NICOLE LJH ESE INTERVENTION FAC. SUPPLEME	Lakeside Junior High	Appointment
	CONROY, SEAN PATRICK OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
0.5	CORBY, LYNN ANN LAE DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Elementary	Appointment
	CORLESS, BRYAN JOSEPH LES DOD ACADEMIC CH, STEM SUPPLEME	Lakeside Elementary	Appointment
	COWHERD, STANLEY WALKER SLE DOD ACADEMIC CH, STEM SUPPLEME	Shadowlawn Elementary	Appointment
0.5	DAVIS, KRISTIN MARIE CEB DOD ACADEMIC CH, STEM SUPPLEME	Charles E. Bennett Elementary	Appointment
	DEMARCO, MARY ELLEN OPH DOD ACADEMIC CH, STEM SUPPLEME	Orange Park High	Appointment
	DICKINSON, CHARLES TODD KHH FOOTBALL ASST HS 25% SUPPLEME	Keystone Heights High School	Appointment
	DICKINSON, CHARLES TODD KHH FOOTBALL ASST SH 75% SUPPLEME	Keystone Heights High School	Appointment
	DICKINSON, LYNN MARIE CHS CO-CURR CLUB SUPPLEME	Clay High	Resignation
	DICKINSON, LYNN MARIE	Clay High	Resignation

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	CHS DEPT HEAD (6-10) SUPPLEME		
	DICKINSON, LYNN MARIE CTE CO-CURR CLUB SUPPLEME	Clay High	Resignation
	DJAVAHERI, STEVEN A MHS CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
	DONALDSON, MICHELE KATHERINE OPH ACADEMIC COACH, LOCAL SUPPLEME	Orange Park Jr High	Appointment
0.1	DUBIS, KIMBERLY N BLC (.128) SIXTH PERIOD SUPPLEME	Bannerman Learning Center	Appointment
	EGNEW, LISA TIDWELL LAJ PEER TEACHER SUPPLEME	Lake Asbury Junior High School	Appointment
	FORBIS, MICHELLE DEANNE OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
0.5	FORD-HUDSON, SUSAN DIANE SBJ DOD ACADEMIC CH, STEM SUPPLEME	S. Bryan Jennings Elementary	Appointment
	FOX, LUKE WILLIAM FIH SOCCER HEAD JV SUPPLEME	Fleming Island High School	Appointment
	FRANCIS, JOHN DANIEL CHS SOFTBALL FP ASST SH SUPPLEME	Clay High	Appointment
	FRANKLIN, ERIC MARCEL OLJ WRESTLING HD JH SUPPLEME	Oakleaf Junior High School	Appointment
	FREEZE, ANN MARGARET OVE PEER TEACHER SUPPLEME	Oakleaf Village Elementary	Appointment
	GARDNER, BRADLEY ALAN ROE DOD ACADEMIC CH, STEM SUPPLEME	Rideout Elementary	Appointment
	GILLENWATERS, TODD M KHH CO-CURR CLUB SUPPLEME	Keystone Heights High School	Appointment
	GLENESKI, NANCY LYNN SBJ PEER TEACHER SUPPLEME	S. Bryan Jennings Elementary	Appointment
	GOLDEN, DAVID KHH DOD ACADEMIC CH, STEM SUPPLEME	Keystone Heights High School	Appointment
0.1	GOOD, REGINALD ALLEN KHH (.128) SIXTH PERIOD SUPPLEME	Keystone Heights High School	Appointment
	GORDON, KEISHA SIERRA CVA DEPT HEAD (6-10) SUPPLEME	Clay Virtual Academy	Appointment
	GRANESE, ROBERT MICHAEL GCJ TRACK ASST JH	Green Cove Springs Junior High	Resignation

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	GRANESE, ROBERT MICHAEL GCJ TRACK HD JH SUPPLEME	Green Cove Springs Junior High	Appointment
	GRIER, JORDAE CORNELL LAJ FOOTBALL ASST JH 25% SUPPLEME	Mcrae Elementary	Appointment
	GRIER, JORDAE CORNELL LAJ FOOTBALL ASST JH 75% SUPPLEME	Mcrae Elementary	Appointment
0.5	GUPTILL, JASON C CEB DOD ACADEMIC CH, STEM SUPPLEME	Charles E. Bennett Elementary	Appointment
	HAIR, GLENN P OPJ DOD ACADEMIC CH, STEM SUPPLEME	Orange Park Jr High	Appointment
0.3	HALL, JONATHAN E CVA DEPT HEAD (11-16) SUPPLEME	Clay Virtual Academy	Appointment
	HALL, STEPHANIE SUE CVA DEPT HEAD (6-10) SUPPLEME	Clay Virtual Academy	Appointment
0.5	HANLIN, ANITA LYNN DIS DOD ACADEMIC CH, STEM SUPPLEME	Doctors Inlet Elementary	Appointment
	HARRINGTON, ASHLEI ELISIA MAE CVA DEPT HEAD (6-10) SUPPLEME	Clay Virtual Academy	Appointment
0.5	HARTZOG, TRAVIS GCJ FOOTBALL ASST JH 25% SUPPLEME	Green Cove Springs Junior High	Appointment
0.5	HARTZOG, TRAVIS GCJ FOOTBALL ASST JH 75% SUPPLEME	Green Cove Springs Junior High	Appointment
	HARVEY, DIANE P OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
	HENDRICKS, LINDSAY M TES PEER TEACHER SUPPLEME	Tynes Elementary	Appointment
0.1	HERMES, STEPHEN C CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
0.5	HOLTON, LYNETTE R CHE DEPT HEAD (6-10) SUPPLEME	Clay Hill Elementary	Appointment
	HULL, TONYA A INST APPLICATION FACILITATOR SUPPLEME	Clay High	Resignation
0.1	IACOB, PAIGE DARCIE OPJ (.128) SIXTH PERIOD SUPPLEME	Orange Park Jr High	Appointment
0.5	JORDAN, JEFFREY FRANK LJH WRESTLING HD JH	Lakeside Junior High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	KARNAS, KRISTIN NICOLE OPJ DEPT HEAD (6-10) SUPPLEME	Orange Park Jr High	Appointment
	KRIENER, BRECLYN F DOE PEER TEACHER SUPPLEME	Discovery Oaks Elementary	Appointment
0.1	LABERIS, KEZIA LYNN OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
	LABERIS, KEZIA LYNN OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
	LAFONT, LAUREN ASHLEY CHS VOLLEYBALL HD JV SUPPLEME	Clay High	Appointment
0.5	LANIER, DEBRA LEIGH PES DOD ACADEMIC CH, STEM SUPPLEME	Robert M. Paterson Elementary	Appointment
	LAPIERRE, AMY ELIZABETH RHS CO-CURR CLUB SUPPLEME	Ridgeview High School	Appointment
	LAXTON, SYLVIA NICOLLE GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Resignation
	LEININGER, VICTORIA A WES DOD ACADEMIC CH, STEM SUPPLEME	Wilkinson Elementary	Appointment
	LINTON, CHRISTOPHER LARRY MBE DOD ACADEMIC CH, STEM SUPPLEME	Middleburg Elementary	Appointment
	LIVINGSTONE, JEANINE CHANTAL INST APPLICATION FACILITATOR SUPPLEME	Clay High	Appointment
	LOW-TULLOUS, SUSAN MARIE RVE PEER TEACHER SUPPLEME	Ridgeview Elementary	Appointment
	LOWERY, LANTZ LAVON KHH FOOTBALL ASST HS 25% SUPPLEME	Keystone Heights High School	Appointment
	LOWERY, LANTZ LAVON KHH FOOTBALL ASST SH 75% SUPPLEME	Keystone Heights High School	Appointment
0.1	LYONS, CLINTON D FIH (.128) SIXTH PERIOD SUPPLEME	Fleming Island High School	Appointment
	MAGPIONG JR, DAVID M LJH WRESTLING HD JH SUPPLEME	Lakeside Junior High	Appointment
	MARTELLE, JASON SCOTT LJH MATH TEAM SPONSOR SUPPLEME	Lakeside Junior High	Appointment
	MARTIN, CRAIG EDWARD OPH PEER TEACHER	Orange Park High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
0.1	MARTIN, MAUREEN ANN OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
	MARTIN, MAUREEN ANN OHS DOD ACADEMIC CH, STEM SUPPLEME	Oakleaf High School	Appointment
0.5	MCCALLISTER, MICHAEL SCOTT CHS FOOTBALL ASST HS 25% SUPPLEME	Clay High	Appointment
0.5	MCCALLISTER, MICHAEL SCOTT CHS FOOTBALL ASST SH 75% SUPPLEME	Clay High	Appointment
	MCKENZIE, NEIL WILLIAM LJH DOD ACADEMIC CH, STEM SUPPLEME	Lakeside Junior High	Appointment
0.5	MELTON, SANDRA KAY MRE DOD ACADEMIC CH, STEM SUPPLEME	Mcrae Elementary	Appointment
0.5	MELZER, SHANE MATTHEW CHS JUNIOR CLASS SPONSOR SUPPLEME	Clay High	Appointment
	MERRITT, JASON HARRY FIH PEER TEACHER SUPPLEME	Fleming Island High School	Appointment
	MILAM, HEATHER LYNN MHS PEER TEACHER SUPPLEME	Middleburg High	Appointment
0.5	MILLER, HEATHER D LAE DOD ACADEMIC CH, STEM SUPPLEME	Lake Asbury Elementary	Appointment
	MILLER, VICTORIA LIEN CHS PEER TEACHER SUPPLEME	Clay High	Appointment
0.5	MILLIGAN, CALEB MARK CHS STUDENT COUNCIL SH SUPPLEME	Clay High	Appointment
	MOORE, SHARON HOWARD RHS PEER TEACHER SUPPLEME	Ridgeview High School	Appointment
0.5	MORELAND, LAURA LEA DIS DOD ACADEMIC CH, STEM SUPPLEME	Doctors Inlet Elementary	Appointment
	MOYER, BRIANNA ANN DOE ELEM PERF/PROD SUPPLEME	Discovery Oaks Elementary	Resignation
	NEIDERMEIER, SHIRLEY MINCH WEC DOD ACADEMIC CH, STEM SUPPLEME	W.E. Cherry Elementary	Appointment
0.1	NESI, ALBERT RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	NOLAN, DARYAN BROOKE LJH CO-CURR CLUB	Lakeside Junior High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
0.5	NORTON, LEAH JILL SPC DOD ACADEMIC CH, STEM SUPPLEME	Swimming Pen Creek Elem	Appointment
0.1	OLSCHEWSKE, JOSHUA ERIC FIH (.128) SIXTH PERIOD SUPPLEME	Fleming Island High School	Appointment
0.5	PARSONS, VIRGINIA A KHE DOD ACADEMIC CH, STEM SUPPLEME	Keystone Heights Elementary	Appointment
0.5	RAGAN, JOSEPH DAVID GPE DOD ACADEMIC CH, STEM SUPPLEME	Grove Park Elementary	Appointment
	RAUTH, KIMBER LEE OPE DOD ACADEMIC CH, STEM SUPPLEME	Orange Park Elementary	Appointment
	REID, STACEY MAY MCE DOD ACADEMIC CH, STEM SUPPLEME	Montclair Elementary	Appointment
	RELATION, BRIDGETTE R DOE SAFETY PATROL SUPPLEME	Discovery Oaks Elementary	Appointment
	REMSSEN, KENNETH MAYNARD CHS DOD ACADEMIC CH, STEM SUPPLEME	Clay High	Appointment
0.1	RENFRO, ROBERT CHRISTIAN OPJ (.128) SIXTH PERIOD SUPPLEME	Orange Park Jr High	Appointment
	REYNOLDS JR, STEVEN MICHAEL KHH FOOTBALL ASST HS 25% SUPPLEME	Keystone Heights Elementary	Appointment
	REYNOLDS JR, STEVEN MICHAEL KHH FOOTBALL ASST SH 75% SUPPLEME	Keystone Heights Elementary	Appointment
	RICHARDSON, CLAYTON SWANN CHS GOLF HD SH SUPPLEME	Clay High	Appointment
	RITZ, NORMAN JOHN OHS PEER TEACHER SUPPLEME	Oakleaf High School	Appointment
	ROCKWELL, JESSICA L WJH PEER TEACHER SUPPLEME	Wilkinson Jr High	Appointment
	ROVNAK, PAULA JEAN TBE DOD ACADEMIC CH, STEM SUPPLEME	Thunderbolt Elementary	Appointment
	SAMSON, DAVID A GCJ BASEBALL ASST JH SUPPLEME	Green Cove Springs Junior High	Resignation
0.5	SCAMAHORN, ERIC W KHE DOD ACADEMIC CH, STEM SUPPLEME	Keystone Heights Elementary	Appointment
	SCHAUS, ROBIN ANN	Oakleaf Village Elementary	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	OVE DOD ACADEMIC CH, STEM SUPPLEME		
	SCHMIDT, BARBARA A SLE PEER TEACHER SUPPLEME	Shadowlawn Elementary	Appointment
	SCHOENINGER, DEBRA PAIGE OPJ ESE INTERVENTION FAC. SUPPLEME	Orange Park Jr High	Resignation
	SCHOFIELD, RACHAEL CATHERINE FIH DOD ACADEMIC CH, STEM SUPPLEME	Fleming Island High School	Appointment
	SEAWARD, NATHANIEL E CHS FOOTBALL ASST HS 25% SUPPLEME	Clay High	Appointment
	SEAWARD, NATHANIEL E CHS FOOTBALL ASST SH 75% SUPPLEME	Clay High	Appointment
	SENECA, KENNETH ALAN KHH GOLF HD SH SUPPLEME	Keystone Heights Elementary	Appointment
	SHAW, JAMI LEEANN GCJ ANNUAL STAFF JH SUPPLEME	Green Cove Springs Junior High	Appointment
0.5	SMITH, AMY JO CHE DOD ACADEMIC CH, STEM SUPPLEME	Clay Hill Elementary	Appointment
0.3	SMITH, DAWN E CVA DEPT HEAD (11-16 SUPPLEME	Clay Virtual Academy	Appointment
	SMITH, ERICK WAYNE WJH DOD ACADEMIC CH, STEM SUPPLEME	Wilkinson Jr High	Appointment
0.1	SMITH, KEVIN THOMAS RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	SNOW, MATTHEW R POE DOD ACADEMIC CH, STEM SUPPLEME	Plantation Oaks Elementary	Appointment
0.5	SOWERS, BRIAN GREGORY CHS FOOTBALL ASST HS 25% SUPPLEME	Clay High	Appointment
0.5	SOWERS, BRIAN GREGORY CHS FOOTBALL ASST SH 75% SUPPLEME	Clay High	Appointment
	STEINER, JOHN ARMAND GCJ PEER TEACHER SUPPLEME	Green Cove Springs Junior High	Appointment
	STEWART, HANNAH MAE LYNN FIH SOCCER HEAD JV SUPPLEME	Fleming Island High School	Resignation
	STUDER, LAUREN DEGRYSE SLE PEER TEACHER SUPPLEME	Shadowlawn Elementary	Appointment
	TAFT, WILLIAM MICHAEL GCJ TRACK ASST JH	Green Cove Springs Junior High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	TAFT, WILLIAM MICHAEL GCJ TRACK HD JH SUPPLEME	Green Cove Springs Junior High	Resignation
	TOBLER, ULYSSES LAJ BASKETBALL HD JH SUPPLEME	Middleburg High	Appointment
0.1	TOMPKINS, VICTORIA A BLC (.128) SIXTH PERIOD SUPPLEME	Bannerman Learning Center	Appointment
	TOMPKINS, VICTORIA A BLC PEER TEACHER SUPPLEME	Bannerman Learning Center	Appointment
0.5	TORRES, SANDRA MATILDE MRE DOD ACADEMIC CH, STEM SUPPLEME	Mcrae Elementary	Appointment
	TYSON, SANDRA MELODY CVA DEPT HEAD (6-10) SUPPLEME	Clay Virtual Academy	Appointment
0.5	VAN DE WATER, REBECCA LYNN SPC DOD ACADEMIC CH, STEM SUPPLEME	Swimming Pen Creek Elem	Appointment
0.5	WADSWORTH, DEBORAH LEE CVA DEPT HEAD (11-16) SUPPLEME	Clay Virtual Academy	Appointment
	WALKER-FORD, ANTONETTE LAVETT BLC PEER TEACHER SUPPLEME	Bannerman Learning Center	Appointment
	WALLS, MELANIE DAWN KHH PEER TEACHER SUPPLEME	Keystone Heights High School	Appointment
0.5	WARREN, SARA ANN CHE DOD ACADEMIC CH, STEM SUPPLEME	Clay Hill Elementary	Appointment
	WEAVER, CANDICE STEPHANIE RHS PEER TEACHER SUPPLEME	Ridgeview High School	Appointment
0.5	WEEKS, WILLIAM ALVIN CHS STUDENT COUNCIL SH SUPPLEME	Clay High	Appointment
0.5	WINE, MEGHAN R GPE DOD ACADEMIC CH, STEM SUPPLEME	Grove Park Elementary	Appointment
0.1	WOOLEY, NENA LOUISE FIH (.128) SIXTH PERIOD SUPPLEME	Fleming Island High School	Appointment

III. INSTRUCTIONAL ACTIONS 2021-2022

G. PENDING APPOINTMENTS

<u>Name</u>	<u>Site</u>	<u>Subject</u>	<u>OOF Subject</u>	<u>Effective</u>
NONE				

DRAFT

III. INSTRUCTIONAL ACTIONS 2021-2022

H. OUT OF FIELD

<u>Name</u>	<u>Site</u>	<u>Subject</u>	<u>OOF Subject</u>
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NONE

DRAFT

IV. INSTRUCTIONAL 2020-2021

MISCELLANEOUS ACTIONS

A. SUMMER SCHOOL

Name/Assignment

Site

Effective Dates

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2020-2021

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2020-2021

C. ADULT EDUCATION

Appointments

NONE

DRAFT

A. SUMMER SCHOOL

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective Dates</u>
OSTEEN, STEPHANIE STALNAKER SUMMER SCHOOL TEACHER BASIC ED	CURRICULUM AND INSTRUCTION	Effective 2021-07-01 - 2021-07-02
SAPP, KERSTIN MARIE SUMMER SCHOOL TEACHER BASIC ED	CURRICULUM AND INSTRUCTION	Effective 2021-07-15 - 2021-07-15

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2021-2022

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2021-2022

C. ADULT EDUCATION

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2020-2021

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2021-2022

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

VI. Support Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	
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DRAFT

VI. Support Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	
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DRAFT

VI. Support Actions

C. RE-DESIGNATION

<u>Name/Assignment</u>	<u>Site</u>	
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DRAFT

VI. Support Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	
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DRAFT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	CORKRAN, BRENDA MARIE TRN BUS DRIVER LNG TRM	Transportation	Effective 2021-06-03 RETIREMENT
	E0200691 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2021-06-03 CONCLUDE EMPLOYMENT
0.9	EUGENE, JOSIAS ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	Effective 2021-06-03 RESIGNATION
0.9	GARDNER, BRANDON MICHAEL LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2021-06-03 RESIGNATION
0.9	HACKLEY, STEPHANIE MINNIE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2021-06-03 RESIGNATION
0.9	HOOKS, ANASTACIA D LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2021-06-03 RESIGNATION
0.9	JONES JR, KELVIN RAYNARD MBE GENERAL HEALTH ASSISTA 9 MON SU	Middleburg Elementary	Effective 2021-06-03 RESIGNATION
0.9	LIBRETTO, MARISSA AMIE TBE BEHAVIORAL HEALTH ASST 9 MON SU	Thunderbolt Elementary	Effective 2021-06-03 RESIGNATION
0.8	MOORE, GRACIE ANN STS HEALTH ASSISTANT 9 MON SU	CLIMATE AND CULTURE	Effective 2021-06-03 RESIGNATION
0.9	NESMITH, CARL EDWARD MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2021-06-03 RESIGNATION
0.8	PORTOBANCO, GIORGIO BLC COMPUTER LAB ASSISTANT 9 MON SU	Bannerman Learning Center	Effective 2021-06-03 RESIGNATION
	ST JUSTE, MARIE MICHELE FIH CAFE ASSISTANT 5.5 HOURS 9 MON CA	Fleming Island High School	Effective 2021-06-02 RESIGNATION

VI. Support Actions**F. SUPPLEMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
ROBINSON, VAN E WJH BASEBALL HEAD JH SUPPLEME	Wilkinson Jr High	Appointment

DRAFT

VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
0.9	ADAMS, MELANNIE LEAH SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2021-08-26 9 MON SU / Annual
0.9	ANDERSON, ABIGALE LEIGH RHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2021-08-23 9 MON SU / Annual
0.9	BLINSINGER, NATASHA S SBJ GENERAL ASSISTANT 9 MON SU	S. Bryan Jennings Elementary	Effective 2021-08-19 9 MON SU / Annual
	BREVAL, MARIE KETLENE TES CUSTODIAN 12 MO SU	Tynes Elementary	Effective 2021-08-18 12 MO SU / Annual
	BURCHFIELD, DONNA MARIE MBE CAFE ASSISTANT 5.75 HOURS 9 MON CA	Middleburg Elementary	Effective 2021-09-09 9 MON CA / Annual
	CARMAN, KATHLEEN A AES CAFE ASSISTANT 4.5 HOURS 9 MON CA	Argyle Elementary	Effective 2021-08-25 9 MON CA / Annual
	CARTER, RACHEL ELIZABETH GPE ST RECORD SEC 12 MO 12 MO SU	Grove Park Elementary	Effective 2021-08-16 12 MO SU / Annual
0.9	CHARTIER, AUSTIN ALEXANDER LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2021-08-19 9 MON SU / Annual
	CHERRY, TYNA M CHS CAFE ASSISTANT 3.25 HOURS 9 MON CA	Clay High	Effective 2021-09-01 9 MON CA / Annual
	CURTIS, TARA LYNN KHH CAFE ASSISTANT 5.75 HOURS 9 MON CA	Keystone Heights High School	Effective 2021-09-13 9 MON CA / Annual
	DAVIS, CATHY ANN CEB TITLE I ASSISTANT 9 MON SU	Charles E. Bennett Elementary	Effective 2021-08-17 9 MON SU / Annual
0.8	DE LA CRUZ COLON, MICHELLE RHS ESOL CLASSROOM ASSISTANT 9 MON SU	Ridgeview High School	Effective 2021-08-23 9 MON SU / limited
0.9	DOWDELL, TERRA YVONNE DOE GENERAL HEALTH ASSISTA 9 MON SU	Discovery Oaks Elementary	Effective 2021-08-19 9 MON SU / Annual
0.9	DUTTON, KARI LENORA TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2021-09-10 9 MON SU / Annual
	FELTS, COLLEEN MARIE RVE CAFE ASSISTANT 5.5 HOURS 9 MON CA	Ridgeview Elementary	Effective 2021-08-23 9 MON CA / Annual
0.9	GARD, OWEN DEE	Orange Park High	Effective 2021-08-24

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	OPH BEHAVIORAL HEALTH ASST 9 MON SU		9 MON SU / Annual
	GARD, VERNA L PES CAFE ASSISTANT 5.25 HOURS 9 MON CA	Robert M. Paterson Elementary	Effective 2021-08-24 9 MON CA / Annual
	GATES, WANSLEY P GCJ CUSTODIAN 12 MO SU	Green Cove Springs Junior High	Effective 2021-08-31 12 MO SU / Annual
	GILL, HEATHER LEAH MNT CUSTODIAN 12 MO SU	Division of Support Svcs	Effective 2021-09-08 12 MO SU / Annual
	HALL, AMANDA LYNN MNT CUSTODIAN 12 MO SU	Division of Support Svcs	Effective 2021-09-10 12 MO SU / Annual
0.9	HAYDEN, BRANDI M TES GENERAL ASSISTANT 9 MON SU	Tynes Elementary	Effective 2021-08-13 9 MON SU / Annual
0.9	HENEN, MEME A FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2021-09-03 9 MON SU / Annual
	HITCHCOCK, MELANIE D KHH CAFE ASSISTANT 6.25 HOURS 9 MON CA	Keystone Heights High School	Effective 2021-08-24 9 MON CA / Annual
0.9	HOLLINGSWORTH, BRITTINI LEE KHE GENERAL ASSISTANT 9 MON SU	Keystone Heights Elementary	Effective 2021-08-16 9 MON SU / Annual
0.9	INGRAM, JESSIE KAY WEC GENERAL ASSISTANT 9 MON SU	W.E. Cherry Elementary	Effective 2021-08-13 9 MON SU / Annual
0.9	JAMES, ELIZABETH ANNE WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2021-09-08 9 MON SU / Annual
0.9	JAMES, JESSICA LINDSEY OPH INSTRUCTIONAL ASSISTANT 9 MON SU	Orange Park High	Effective 2021-08-31 9 MON SU / Annual
	LAWHORN, ARETHA STANDFIELD CEB CUSTODIAN 12 MO SU	Charles E. Bennett Elementary	Effective 2021-08-16 12 MO SU / Annual
0.8	LI, AMY SANG YNG POE GENERIC CLASSROOM ASSISTAN 9 MON SU	Plantation Oaks Elementary	Effective 2021-08-24 9 MON SU / Annual
0.9	LOUQUE, KAREN MARIE MRE BEHAVIORAL HEALTH ASST 9 MON SU	Mcrae Elementary	Effective 2021-08-24 9 MON SU / Annual
	MARBUT, JENNIFER KATHERINE OHS SCHOOL SEC ADMINISTRATION 10 MONTH	Oakleaf High School	Effective 2021-08-13 10 MONTH / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	MARTINEZ SANCHEZ, TRIANA D OLJ CAFE ASSISTANT 4.25 HOURS 9 MON CA	Oakleaf Junior High School	Effective 2021-09-09 9 MON CA / Annual
0.9	MARTINEZ, ALYSSA RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2021-09-13 9 MON SU / Annual
0.9	MCBRIDE, DAWN MARIE TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2021-08-23 9 MON SU / Annual
	MCHARDY, MICHELLE ELLEN HMR PERSONNEL ASST CONFIDEN	Human Resources	Effective 2021-09-07 CONFIDEN / Annual
0.9	MCSWAIN, ANTONELLA RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	Effective 2021-08-17 9 MON SU / Annual
0.9	MCWILLIAMS, KELSEY LAUREN FIE GENERAL HEALTH ASSISTA 9 MON SU	Fleming Island Elementary	Effective 2021-08-23 9 MON SU / Annual
0.9	PADGETT, AMBER WEC GENERAL HEALTH ASSISTA 9 MON SU	W.E. Cherry Elementary	Effective 2021-08-30 9 MON SU / Annual
	PETERKINS, ALICE LYNETTE RHS CAFE ASSISTANT 6.25 HOURS 9 MON CA	Ridgeview High School	Effective 2021-08-26 9 MON CA / Annual
	PHILLIPS, AMI F TES CUSTODIAN 12 MO SU	Tynes Elementary	Effective 2021-08-16 12 MO SU / Annual
0.9	POWELL, HAZEL DELOISE OVE BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Village Elementary	Effective 2021-08-18 9 MON SU / Annual
0.8	QUINONES, FLORITA TES ESOL CLASSROOM ASSISTANT 9 MON SU	Tynes Elementary	Effective 2021-08-23 9 MON SU / limited
0.9	RIOS, RUBEN SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2021-08-30 9 MON SU / Annual
0.8	SADDLER, KIMBERLY ANN KHH DROP OUT PREV. CR ASST 9 MON SU	Keystone Heights High School	Effective 2021-08-16 9 MON SU / Annual
0.9	SAIA, SHERRY LYNN TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2021-08-19 9 MON SU / Annual
	SALVA, YAJAIRA MNT CUSTODIAN 12 MO SU	Division of Support Svcs	Effective 2021-08-25 12 MO SU / Annual
0.9	SANTIAGO, ANGELA D MRE BEHAVIORAL HEALTH	Mcrae Elementary	Effective 2021-08-23 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ASST 9 MON SU		
0.9	SARRIA FRIAS, NATALIE FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2021-08-25 9 MON SU / Annual
	SCOTT, BARBARA ANNE CEB CAFE ASSISTANT 3.5 HOURS 9 MON CA	Charles E. Bennett Elementary	Effective 2021-09-08 9 MON CA / Annual
	SEAY, LAWRENCE OPJ CUSTODIAN 12 MO SU	Orange Park Jr High	Effective 2021-09-01 12 MO SU / Annual
0.9	SMITH, JAUHNA S RHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2021-09-03 9 MON SU / Annual
	SOSTRE BURGOS, NELLY JESSENIA RVE CAFE ASSISTANT 3 HOURS 9 MON CA	Ridgeview Elementary	Effective 2021-08-23 9 MON CA / Annual
0.9	STRICKLAND, TABETHA A KHE GENERAL HEALTH ASSISTA 9 MON SU	Keystone Heights Elementary	Effective 2021-08-24 9 MON SU / Annual
0.8	SWARD, SABLE KAE ROE GENERIC CLASSROOM ASSISTAN 9 MON SU	Rideout Elementary	Effective 2021-08-24 9 MON SU / Annual
0.8	THOMAS YOUNG, STARR IMAN MCE GENERIC CLASSROOM ASSISTAN 9 MON SU	Montclair Elementary	Effective 2021-08-23 9 MON SU / Annual
	TORRES BURGOS, JENNIFER FIH CAFE ASSISTANT 5.5 HOURS 9 MON CA	Fleming Island High School	Effective 2021-09-03 9 MON CA / Annual
	TROUP, DARESA A SPC GENERIC CLASSROOM ASSISTAN 9 MON SU	Swimming Pen Creek Elem	Effective 2021-08-26 9 MON SU / Annual
	VELASQUEZ, MARYINA D GPE CAFE ASSISTANT 5.5 HOURS 9 MON CA	Grove Park Elementary	Effective 2021-09-03 9 MON CA / Annual
	WADDELL, ROGER ALAN FIH CAFE ASSISTANT 3.5 HOURS 9 MON CA	Fleming Island High School	Effective 2021-08-26 9 MON CA / Annual
0.9	WARNER, TIMOTHY J TBE BEHAVIORAL HEALTH ASST 9 MON SU	Thunderbolt Elementary	Effective 2021-08-16 9 MON SU / Annual
0.8	ZACHARY, JULY K OPH ESOL CLASSROOM ASSISTANT 9 MON SU	Orange Park High	Effective 2021-08-23 9 MON SU / limited

VI. Support Actions**B. RE-APPOINTMENT**

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
0.9	LEYIMU, JENNIFER LYNN RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	9 MON SU / Multi-Year Conditional

DRAFT

VI. Support Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous
	BIGELOW, GINGER L MHS CAFE ASSISTANT 5 HOURS 9 MON CA	Middleburg High	EFFECTIVE 2021-08-09 REDESIGNATE FROM MHS CAFE ASSISTANT 4.25 HOURS 9 MON CA
	CLAYTON, ROBBIN BENFIELD SLE CAFE ASSISTANT 6.75 HOURS 9 MON CA	Shadowlawn Elementary	Effective 2021-09-03 / redesignated from / SLE CAFE ASSISTANT 6.25 HOURS / 9 MON CA
	GARNER, HARRIET KAYE MHS CAFE ASSISTANT 4 HOURS 9 MON CA	Middleburg High	EFFECTIVE 2021-08-09 REDESIGNATE FROM MHS CAFE ASSISTANT 3.75 HOURS 9 MON CA
	JETT, TAMMY K MHS CAFE ASSISTANT 4.5 HOURS 9 MON CA	Middleburg High	EFFECTIVE 2021-08-09 REDESIGNATE FROM MHS CAFE ASSISTANT 4 HOURS 9 MON CA
	LEMAY, TERESA G MHS CAFE ASSISTANT 5.5 HOURS 9 MON CA	Middleburg High	EFFECTIVE 2021-08-09 REDESIGNATE FROM MHS CAFE ASSISTANT 5 HOURS 9 MON CA
	PADGETT, LORRAINE KAY MHS CAFE ASSISTANT 4.25 HOURS 9 MON CA	Middleburg High	EFFECTIVE 2021-08-09 REDESIGNATE FROM MHS CAFE ASSISTANT 4 HOURS 9 MON CA
	PUFKO, ANDREA MARIE SLE CAFE ASSISTANT 4.75 HOURS 9 MON CA	Shadowlawn Elementary	Effective 2021-09-03 / redesignated from / SLE CAFE ASSISTANT 4.25 HOURS / 9 MON CA
0.2	RABE, ELIZA JEAN MRE TITLE I ASSISTANT 9 MON SU	Mcrae Elementary	EFFECTIVE 2021-08-06 RE- DESIGNATE FROM .1 TITLE 1 ASST
	RIVERA, CARMEN JUANA CVA ESE SEC 12 MO 12 MO SU	Clay Virtual Academy	Effective 2021-09-03 / redesignated from / CVA ESE SEC 12 MO / 12 MO SU
	RIVERA, CARMEN JUANA CVA ESE SEC 12 MO 12 MO SU	Clay Virtual Academy	Effective 2021-09-03 / redesignated from / CVA ST RECORD SEC 12 MO / 12 MO SU
	WILHITE, JAMI R MHS CAFE ASSISTANT 4.5 HOURS 9 MON CA	Middleburg High	EFFECTIVE 2021-08-09 REDESIGNATE FROM MHS CAFE ASSISTANT 4.25 HOURS 9 MON CA

VI. Support Actions

D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	BENTLEY, MEGAN ANN RHS CAFE ASSISTANT 3.5 HOURS 9 MON CA	Ridgeview High School	Effective 2021-08-23 /transfer from / RHS CAFE ASSISTANT 3.25 HOURS
	BOLLINGER, NATHANIEL G MNT LEAD HVAC TECHNICIAN 12 MO SU	Division of Support Svcs	Effective 2021-10-01 /transfer from / MNT HVAC TECH
	CUNNINGHAM, VINCENT ELBERT FIH CUSTODIAN 12 MO SU	Fleming Island High School	Effective 2021-09-07 /transfer from / GCJ CUSTODIAN
	DOROUGH, DARLENE NANCY MBE CAFE ASSISTANT 4.75 HOURS 9 MON CA	Middleburg Elementary	Effective 2021-09-09 /transfer from / MBE CAFE ASSISTANT 5.75 HOURS
	ERICKSON, MELINDA ANN TES CUSTODIAN 12 MO SU	Tynes Elementary	Effective 2021-08-16 /transfer from / OHS CUSTODIAN
	GARCIA, EDMA L ROE ST RECORD SEC 12 MO 12 MO SU	Rideout Elementary	Effective 2021-09-13 /transfer from / PES ST RECORD SEC 12 MO
0.9	GRAVES, ASHLEY M AES GENERAL HEALTH ASSISTA 9 MON SU	Argyle Elementary	Effective 2021-09-07 /transfer from / AES GENERAL ASSISTANT
0.8	HANE, WENDY LEE GPE SCHOOL SECRETARY 10 MONTH 10 MONTH	Grove Park Elementary	Effective 2021-09-07 /transfer from / ROE ST RECORD SEC 12 MO
0.9	HOWARD, LINDA SUE MBE GENERAL HEALTH ASSISTA 9 MON SU	Middleburg Elementary	Effective 2021-09-07 /transfer from / LAE GENERAL HEALTH ASSISTA
	LEIBOLD, RACHEL A PES ST RECORD SEC 12 MO 12 MO SU	Robert M. Paterson Elementary	Effective 2021-09-13 /transfer from / TRN ROUTING SPECIALIST
	LONG, KARYN ELIZABETH LJH CAFE ASSISTANT 3 HOURS 9 MON CA	Lakeside Junior High	Effective 2021-08-23 /transfer from / LJH CAFE ASSISTANT 6 HOURS
	MITCHELL, RONNIE L KHH CUSTODIAN 12 MO SU	Keystone Heights Elementary	Effective 2021-09-20 /transfer from / KHE CUSTODIAN
0.9	MIZELL, CONNIE LYNNE BLC CHILD CARE ASSISTANT 9 MON SU	Bannerman Learning Center	Effective 2021-08-30 /transfer from / RHS CAFE ASSISTANT 6.5 HOURS
	PUFKO, AMBER ANNE RHS CAFE ASSISTANT 6.5 HOURS 9 MON CA	Ridgeview High School	Effective 2021-08-30 /transfer from / RHS CAFE ASSISTANT 5.75 HOURS
0.9	RODRIGUEZ, STACEY L DOE BEHAVIORAL HEALTH ASST 9 MON SU	Discovery Oaks Elementary	Effective 2021-09-03 /transfer from / AES GENERAL ASSISTANT
	RYAN, MELODIE VISTART TRN PARTS MANAGER 12 MO SU	Transportation	Effective 2021-08-30 /transfer from / TRN PAYROLL SUPPORT ASST
	SANTIAGO FIGUEROA,	Grove Park Elementary	Effective 2021-08-16

VI. Support Actions

D. TRANSFER

	Name/Assignment	Site	Previous
	LIOMARYS GPE CAFE ASSISTANT 5.75 HOURS 9 MON CA		/transfer from / GPE CAFE ASSISTANT 5.5 HOURS
0.7	STRICKLAND, TYSON W WEC IN SCHOOL SUSPENSION 9 MON SU	W.E. Cherry Elementary	Effective 2021-09-07 /transfer from / RHS BEHAVIORAL HEALTH ASST
	WATSON, LACY CHRISTINE LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2021-09-01 /transfer from / WJH CUSTODIAN
	WELCH, JULIE L RVE ST RECORD SEC 12 MO 12 MO SU	Ridgeview Elementary	Effective 2021-09-07 /transfer from / RVE MEDIA TECHNICAL ASST

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
	AULETTA, EDITH L KHH CUSTODIAN 12 MO SU	Keystone Heights High School	Effective 2021-08-31 RETIREMENT
	BAILEY, HANNAH LYNNE LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2021-08-20 RESIGNATION
	BRIGHT, CHRISTINE NICOLE SCHOOL RESOURCE OFFICER 12 MO SU	School Police Department	Effective 2021-09-17 RESIGNATION
	BRYANT, DALLAS RAE ROE CAFE ASSISTANT 3.25 HOURS 9 MON CA	Rideout Elementary	Effective 2021-09-01 CONCLUDE EMPLOYMENT
0.9	CHAKKAPHAK, SARAPORN FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2021-08-16 RESIGNATION
	CUDNEY, CHERI R TRN BUS DRIVER TRANSPOR	Transportation	Effective 2021-11-30 RETIREMENT
	DIXON, JO JUANITA SCHOOL RESOURCE OFFICER 12 MO SU	School Police Department	Effective 2021-08-20 RESIGNATION
	DUKET, SHEILA D LES REGISTERED NURSE 10 MONTH	Lakeside Elementary	Effective 2021-09-01 RESIGNATION
0.9	EMME, MEGAN CAROLINE POE GENERAL ASSISTANT 9 MON SU	Plantation Oaks Elementary	Effective 2021-08-31 RESIGNATION
	FOLEY, SARAH J FNS MANAGER FOOD SERVICES INTE CAFETERI	Keystone Heights High School	Effective 2021-09-06 RESIGNATION
0.9	JORDAN, DORIS MARIE SUPPORT - CWL 9 M0 188 LNG TRM	COUNTY-WIDE LEAVE	Effective 2021-08-13 RESIGNATION
	LECKWOLD, BRIAN A LJH CUSTODIAN 12 MO SU	Lakeside Junior High	Effective 2021-08-20 CONCLUDE EMPLOYMENT
	LIVELY, AARON MICHAEL OHS CAFE ASSISTANT 5 HOURS 9 MON CA	Oakleaf High School	Effective 2021-09-10 RESIGNATION
	MESSER, LILLIAN LORRAINE OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2021-08-20 RESIGNATION
	MIKOTA, EVELYN ANN PES CAFE ASSISTANT 5.25 HOURS 9 MON CA	Robert M. Paterson Elementary	Effective 2021-08-16 RESIGNATION
	PIMIENTA, CHRISTINE RVE ST RECORD SEC 12 MO 12 MO SU	Ridgeview Elementary	Effective 2021-09-06 RESIGNATION
	POLICASTRO, ANDREW VESPER CC POLICE DEPT SERGEANT 12 MO SU	School Police Department	Effective 2021-09-03 RETIREMENT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
0.9	SARRIA MORANO, ROGER IVAN FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2021-08-17 RESIGNATION
	SCOTT, KAILEY AMBER CHE CUSTODIAN 12 MO SU	Clay Hill Elementary	Effective 2021-08-19 RESIGNATION
	SPENCER, LARRY W MNT LEAD HVAC TECHNICIAN 12 MO SU	Division of Support Svcs	Effective 2021-09-30 RETIREMENT
	TODD, MICHELLE A BAF POSITION CONTROL/ALLOC SP CONFIDEN	Business Affairs	Effective 2021-09-09 CONCLUDE EMPLOYMENT
0.9	WARNER, ROBIN N MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2021-08-27 RESIGNATION
	WELLS, KAITLIN LEANNE RVE REGISTERED NURSE 10 MONTH	Ridgeview Elementary	Effective 2021-08-27 RESIGNATION
	WHITTNEY, LACEY EAKLE CEB CAFE ASSISTANT 6.5 HOURS 9 MON CA	Charles E. Bennett Elementary	Effective 2021-09-08 RESIGNATION
	WILSON, RODERICK DOMINIC FIH CUSTODIAN 12 MO SU	Fleming Island High School	Effective 2021-08-20 CONCLUDE EMPLOYMENT

VI. Support Actions

F. SUPPLEMENT

Name/Assignment	Site	Previous
ANDERSON, ABIGALE LEIGH RHS CHEERLEADING JV SUPPLEME	Ridgeview High School	Appointment
BEGUE, EMILY DAWN KHH CHEERLEADING JH SUPPLEME	Keystone Heights High School	Appointment
MORAN, CHRISTIAN G OLJ SOCCER HEAD JH SUPPLEME	SAFETY AND SECURITY	Appointment
ROBERTS, DANTE LAMAR FIH FOOTBALL ASST HS 25% SUPPLEME	Fleming Island High School	Appointment
ROBERTS, DANTE LAMAR FIH FOOTBALL ASST SH 75% SUPPLEME	Fleming Island High School	Appointment
THOMAS, JESSICA LEIGH KHH SOCCER HEAD JV SUPPLEME	Keystone Heights High School	Appointment
THOMAS, JESSICA LEIGH KHH TRACK HD JH SUPPLEME	Keystone Heights High School	Appointment
TRIPLETT, REBECCA J MHS DOD ACADEMIC CH, STEM SUPPLEME	Middleburg High	Appointment

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C4 - K-12 Academic Services Out of State and Overnight Student Travel

DRAFT

Description

The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips supplement and enrich classroom instruction by providing learning experiences that will enhance mastery of the curriculum standards of the State of Florida. A field trip is defined as any planned, student-travel activity which is approved as part of the district's educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Field Trips Details

School	Date	Destination	Group	Purpose
Lakeside Junior High	4/30/22	Wild Adventures, Valdosta, GA	Chorus & Band	Wild Adventures Classic - Chorus and Band Competition
Clay High	4/7-10, 2022	New York, NY	Chorus, Music, Art, Band	Students will be exposed to a variety of performances as well as learn about career opportunities, and how productions are created and performed by actual professionals.
Clay High	10/1/21	South Effingham High School, GA	NJROTC	Competition for State qualifier
Fleming Island High	11/2-3, 2021	Tallahassee, FL	Swim Team	Compete in Regionals
Fleming Island High	11/12-14, 2021	Stuart, FL	Swim Team	Compete in State Meet
Fleming Island High	4/5-10, 2022	University of Dayton, Dayton, OH	Winterguard	After qualifying for World Championships, the group would have the opportunity to perform at an international competition, which would give exposure to the World-Class performing group and give valuable feedback from World renowned adjudicators.
Keystone Heights High	3/31-4/2, 2022	Kissimmee, FL	Varsity Softball Team	Softball Tournament
Middleburg High	12/20-21, 2021	Disney World, Orlando, FL	Band, Chorus, Cheer	Performance at Disney World
Oakleaf High	1/6-9, 2022	Atlanta, GA	Girls Basketball	Basketball Tournament
Oakleaf High	10/22-23, 2021	Marietta, GA	NJROTC	Drill competition where Oakleaf will compete against other schools.
Oakleaf High	3/10-12, 2022	Orlando, FL	Spanish Students/Ciasses	Florida State Spanish Conference. Competition in Spanish language.
Orange Park High	12/10-11, 2021	Tallahassee, FL	Girls Basketball	Basketball Tournament - learn teamwork and cooperation
Orange Park High	12/28-1/1, 2022	Wesley Chapel, FL & Tampa, FL	Girls Basketball	Basketball Tournament - learn teamwork and cooperation
Orange Park High	10/29-30, 2021	Leesburg, GA	NJROTC	Navy Regional Drill Meet
Ridgeview High	10/2/21	Cairo, GA	NJROTC	Compete in a triathlon

Gap Analysis

Field trips provide students with a window to the real world that they don't get in the classroom, and they can help students understand real-world applications to abstract concepts.

Previous Outcomes

All out of county activity trips are selected, planned, evaluated, and approved or rejected in conformity with written district policy.

Expected Outcomes

It is important to recognize that learning outcomes from field trips can range from cognitive to affective outcomes. Exposing students to new experiences and can increase interest and engagement in academics regardless of prior interests.

Strategic Plan Goal

Ensure that every classroom provides a quality and rigorous instructional experience in order to elevate student outcomes.

Recommendation

That the Clay County School Board approve out of county student travel.

Contact

Roger Dailey, Assistant Superintendent of Curriculum & Instruction; roger.dailey@myoneclay.net; 904-336-6904

Treasure Pickett, Director of K-12 Academic Services; treasure.pickett@myoneclay.net; 904-336-6918

Financial Impact

None

Review Comments**Attachments**

📎 [Oct 2021 - Student Travel.pdf](#)

SCHOOL DISTRICT OF CLAY COUNTY
FIELD TRIP REQUEST

1. School Requesting: Lakeside Jr. High School
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier X Other _____
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes _____ No X Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 4/30/22 Destination*: Wild Adventures, Valdosta, GA
5. Group Taking Trip: Chorus + band
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. n/a
7. Educational Value of Field Trip: see attached Wild Adventures Classic - Chorus + band Competition
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 100 Number of Chaperones*: 20
10. Cost Per Student: about \$110.00 Budget Code or Source to be charged: 2100 + 2200
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: TBD Returning Time*: TBD

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

M. Schenck
Teacher, Team Leader, Department Head, Etc.

[Signature]
Principal

[Signature]
Assistant Superintendent

[Signature]
Superintendent

8/6/21
Date

9/6/21
Date

8/20/21
Date

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

- ☐ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Academy Bus

Hotel Accommodations (room assignments/supervision etc):

n/a We will not be staying over night!

Mask Compliance:

We plan to follow the CDC guidelines and/or CCSB policy for masks at the time of the trip.

Social Distancing:

We plan to follow the CDC guidelines and/or CCSB policy for social distancing at the time of the trip.

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

Oct 7, 2021

SCHOOL DISTRICT C
FIELD TRIP REQUEST

1. School Requesting: CHS
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier ☒ Other _____
If Commercial Carrier or Other, please state type: Plane, bus and subway
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes ☒ No _____
4. Dates of Field Trip*: 04/07 - 04/10/22 Destination*: New York, NY
5. Group Taking Trip: Chorus, Music of the World, Art, Band
6. If using private vehicles, list approved driver(s): _____
7. Educational Value of Field Trip: Students will be exposed to a variety of performances as well as learn about career opportunities and how productions are created and performed by actual professionals. Students will also experience important cultural and historical elements in our society.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): See Attached
9. Number of Students*: Est. 60 Number of Chaperones*: Est. 15
10. Cost Per Student: \$1,650 - \$1,776 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: Time to be determined Returning Time*: Time to be determined

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

[Signature]
Teacher, Team Leader, Department Head, Etc.

[Signature]
Principal

[Signature]
Assistant Superintendent

[Signature]
Superintendent

08/06/21

Date

8/09/21

Date

8/13/21

Date

8/16/21

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

[] All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc.):

The group will be taking a plane to New York and then busses and the subway in the city as needed.

Hotel Accommodations (room assignments/supervision etc.):

Hotel accommodations will be 4 students per room.
Supervision will be from the chaperones and the hotels 24 hour on site security personnel specifically assigned to our students.

Mask Compliance:

Everyone will be required to follow CCSB policy in regards to masks, in addition to policies set forth by the airlines, the state of New York, city of New York, local municipalities and visited vendors.

Social Distancing:

CCSB policies for social distancing will be enforced throughout the duration of the trip (no less than 3 feet when possible) as well as policies set forth by the airlines, the state of New York, city of New York, local municipalities and visited vendors.

SUPPORTED STANDARDS

<u>MU.912.C.2.2:</u>	Evaluate performance quality in recorded and/or live performances.
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<u>MU.912.C.3.1:</u>	Make critical evaluations, based on exemplary models, of the quality and effectiveness of performances and apply the criteria to personal development in music.
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<u>MU.912.F.3.1:</u>	Analyze and describe how meeting one's responsibilities in music offers opportunities to develop leadership skills, and identify personal examples of leadership in school and/or non-school settings.
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<u>MU.912.H.1.1:</u>	Investigate and discuss how a culture's traditions are reflected through its music. Clarifications: e.g., patriotic, folk, celebration, entertainment, spiritual
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<u>MU.912.H.1.4:</u>	Analyze how Western music has been influenced by historical and current world cultures.
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<u>MU.912.H.1.5:</u>	Analyze music within cultures to gain understanding of authentic performance practices.
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MU.912.F.2.1: Design or refine a résumé for application to higher education or the workforce that highlights marketable skills and knowledge gained through music training.

VA.912.C.3.5:

Make connections between timelines in other content areas and timelines in the visual arts.

VA.912.F.2.1:

Examine career opportunities in the visual arts to determine requisite skills, qualifications, supply-and-demand, market location, and potential earnings.

VA.912.H.1.2:

Analyze the various functions of audience etiquette to formulate guidelines for conduct in different art venues.

DRAFT

GREEN LIGHT group tours

Contract

REPRESENTATIVE: Prince Byrd and the Clay High School Choir and Music of the World Class

ADDRESS: 2025 Hwy. 16 West Green Cove Springs, FL 32043

TRAVEL DATE: ~~March 31st-April 3rd, 2022~~ April 7th -10th 2022

DESTINATION: New York, NY

THIS AGREEMENT made on June 22nd, 2021 between GREEN LIGHT GROUP TOURS and the Clay High School Choir and Music of the World Class, hereinafter referred to as Trip Sponsor. In consideration of mutual agreements herein contained, the parties consent to the following:

GROUND PACKAGE PRICE

Minimum # Paying Travelers	40	60	80	100	120
Quad	\$1,776	\$1,747	\$1,728	\$1,681	\$1,650
Triple	\$1,824	\$1,795	\$1,776	\$1,729	\$1,698
Double	\$1,921	\$1,892	\$1,872	\$1,826	\$1,795
Single	\$2,210	\$2,181	\$2,162	\$2,115	\$2,084

In the event that the total number of paying travelers drops below 40 people, the ground package pricing structure set forth herein will no longer be valid.

INCLUDED GROUND PACKAGE ITEMS

1. Round trip flight
2. Motor coach transfers to and from the New York airport and the dinner cruise
3. Subway pass
4. Dedicated tour manager
5. Three nights lodging in interior corridor hotel in Midtown Manhattan
6. 9/11 Memorial and Museum
7. Come From Away on Broadway (student rear-mezz seats, subject to availability, will confirm when deposit is received)
8. Wicked on Broadway (student rear-mezz seats, subject to availability, will confirm when deposit is received)
9. Broadway in the Classroom Clinic
10. Fabulous 5th Avenue
11. Times Square

Initials _____ Date _____

Page 1 of 9

GREEN LIGHT

group tours

12. Central Park
13. Brooklyn Bridge
14. Oculus
15. One World Observatory
16. Chinatown
17. Tenement Museum
18. Breakfast daily
19. Lunch at Hudson Eats
20. Lunch at John's Pizzeria
21. Lunch at Paesano's Italian Restaurant
22. Lunch at Rockefeller Center
23. Dinner at Ellen's Stardust Diner
24. Dinner at Bill's Burgers
25. Dinner cruise with DJ
26. Dinner in the airport
27. Online registration and billing
28. Name badge with emergency phone numbers
29. Nighttime hotel security guard
30. Basic traveler's insurance with coverage for medical expenses, medical evacuation, lost baggage and trip delays- purchased on behalf of the traveler. (Does not include trip cancellation coverage, see full description of coverage for more details.)
31. One complimentary director's packages at single occupancy

TRANSPORTATION

- a. The cost of motor coach transfers to/from the airport in NY and the dinner cruise is included in your group package price. All other transportation is done on foot and via subway.
- b. There are currently two buses reserved for your trip.
- c. Bus cost includes driver's gratuity, tolls and bus parking.
- d. Trip Sponsor is responsible for any damages incurred to the interior of the bus.
- e. Bus company reserves the right to add a fuel surcharge if the cost of diesel reaches or exceeds \$5 per gallon. Fuel surcharges will be billed two weeks prior to departure.
- f. The cost of the round-trip flight is included in your group package price.
- g. Trip Sponsor is responsible for their own transportation to and from the Jacksonville airport.
- h. There are currently 93 flight seats reserved on American Airlines. We'd like to switch to JetBlue once the deposit is received.
- i. Trip Sponsor is responsible for all baggage charges assessed by the airlines. These baggage charges are subject to change. All baggage charges must be paid to the airline at the airport when checking in. As of January 1st, 2021 they are as follows:

Initials _____ Date _____

Page 2 of 9

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
Received too late for Sept, 2021
Board Meeting
Received for Information: Oct. 7, 2021

1. School Requesting: clay HS
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other ☒ Navy JROTC
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes _____ No ☒ Trip(s) Out-of-State: Yes ☒ No _____
4. Dates of Field Trip*: Sept 21 Oct 21 Destination*: South Efringham HS (GA)
5. Group Taking Trip: NSRJC Rifle team (4 cadets)
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: competition for state qualifier
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 4 Number of Chaperones*: 1 (LT)
10. Cost Per Student: \$5.00 Budget Code or Source to be charged: 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 1100 (5th period) Returning Time*: 2000

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

9/9/21
Date
9/13/21
Date
9/14/21
Date

Date



Clay County NJROTC Event & Field Trip Precautions



1. Orienteering Meets: This is an outdoor event and schools participating arrive at separate times to run the course and limit exposure to other students / schools and the start times are staggered so only 1 cadet runs at a time, spacing everyone out on the 5-10K course. Teams consist of about 12-14 cadets.

TRANSPORTATION- Masks will be worn at all times in the vehicles, unless the cadet is meeting the team at the event and being driven by a parent or guardian.

MEALS- If meals are provided, they will be pre-packaged and cadets will eat at the same spacing requirements in place at the school in the cafeteria.

2. Marksmanship Meets: Rifle events will be held in a large open area like a school Gym with 6 foot spacing between shooters on the firing line. Typically we have 1 cadet in a shooting lane, 2 empty lanes, then another cadet. Schools are kept together and these events are staggered to limit the amount of schools and cadets on location at any given time. Teams consist of 4 cadets.

TRANSPORTATION- Masks will be worn at all times in the vehicles, unless the cadet is meeting the team at the event and being driven by a parent or guardian.

MEALS- If meals are provided, they will be pre-packaged and cadets will eat at the same spacing requirements in place at the school in the cafeteria.

3. Academic Brain Brawl Meets: These events are indoors and held in Media centers or large auditoriums. There are only 4 schools at a time competing and the 4 tables are separated with 6 foot spacing. Cadets wear masks at all times and the only spectators allowed are the coaches. This year it was decided to not permit parents or families to watch. Waiting areas are separated for each school and are typically outside weather permitting. Teams consist of 4-5 cadets.

TRANSPORTATION- Masks will be worn at all times in the vehicles, unless the cadet is meeting the team at the event and being driven by a parent or guardian.

MEALS- If meals are provided, they will be pre-packaged and cadets will eat at the same spacing requirements in place at the school in the cafeteria.

4. Field Trips: This is an outdoor event. Cadets will maintain 6ft distance rules and wear masks during the event.

TRANSPORTATION- Masks will be worn at all times in the vehicles, unless the cadet is meeting the team at the event and being driven by a parent or guardian.

MEALS- If meals are provided, they will be pre-packaged and cadets will eat at the same spacing requirements in place at the school in the cafeteria.

SOUTH EFFINGHAM HIGH SCHOOL NJROTC OPERATIONAL RISK MANAGEMENT ASSESSMENT

Operational Risk Management (ORM) is the process of dealing with risk associated with NJROTC training activities, which includes risk assessment, risk decision making, and implementation of effective risk controls. The goal of our ORM Program is to optimize our training opportunities by managing risk to accomplish the mission with minimal to no injuries.

ORM Terminology

- **Hazard:** A condition with the potential to cause personal injury or death, property damage, or mission degradation.
- **Risk:** An expression of possible loss in terms of severity and probability.
- **Severity:** The worst credible consequence which can occur as a result of a hazard.
- **Probability:** The likelihood that a hazard will result in a mishap or loss.
- **Risk Assessment:** The process of detecting hazards and assessing associated risks.

5 Steps of Performing ORM – 5 Step Process

(Memory Acronym- I AM IS)

1. Identify Hazards
2. Assess Hazards
3. Make Risk Decisions
4. Implement Controls
5. Supervise

Step 1 - Identify Hazards

- Conduct an Operational Analysis
List major steps of the operation
- Conduct a Preliminary Hazard Analysis
List the hazards associated with each step
List the possible causes of the hazards

5 Steps of Performing ORM (Cont.)

Step 2 - Assess Hazards

Determine degree of risk for each hazard in terms of severity and probability.

Risk Assessment Matrix

When conducting a risk assessment, we factor in the severity of the hazard with the probability of occurrence, and then arrive at a risk assessment code to determine the risk level for our decision-making.

		Mishap Probability			
		Likely A	Probably B	May C	Unlikely D
	Cat I Critical	1	1	2	3
	Cat II Serious	1	2	3	4
	Cat III Moderate	2	3	4	5
	Cat IV Minor	3	4	5	5

Risk Assessment Code (RAC)

1 – Critical 2 – Serious 3 – Moderate 4 – Minor 5 - Negligible

Hazard Severity Categories

Category I: Hazard may cause death, loss of facility/asset or result in grave damage to school and/or NETC interests.

Category II: Hazard may cause severe injury, illness, property damage, damage to school and/or NETC interests or degradation to efficient use of assets.

Category III: Hazard may cause minor injury, illness, property damage, damage to school and/or NETC interests or degradation to efficient use of assets.

Category IV: Hazard presents a minimal threat to personnel safety or health, property, school and/or NETC interests or efficient use of assets.

Mishap Probability Categories

Category A: Likely to occur immediately or within a short period of time. Expected to occur frequently to an individual or continuously to a group.

Category B: Probably will occur in time. Expected to occur several times to an individual frequently to a group.

Category C: May occur in time. Can reasonably be expected to occur some time to an individual or several times to a group.

Category D: Unlikely to occur

Four Guiding Principles of the ORM Program

1. Accept risk when benefits outweigh the cost.
2. Accept no unnecessary risk.
3. Anticipate and manage risk by planning.
4. Make risk decisions at the right level.

Levels of Application

1. **Time-critical** = On the run consideration of the 5 Steps
2. **Deliberate** = Application of the complete 5-Step Process
3. **In-depth** = Complete 5-Step process with detailed analysis

Operational Risk Management – South Effingham HS STS

Hazard	Assess	RAC	Control	Re-assess	Residual Risk	Supervision
Pellet damage to property	III, B	3	Ensure all cadets complete required air rifle safety training. Conduct safety brief, inspect range area, remove obstacles that may cause ricochets. Conduct Safety Brief: Address Training Time Outs (TTO) and brief when, how and who can call a TTO.	III, C	4	Range Officer/Instructor Monitor cadet activity. Report/resolve safety infractions.
Eye hazard	II, C	3	Eye protection is optional.	II, D	4	Range Officer/Instructor Monitor cadet activity. Report/resolve safety infractions. Report eye injury immediately and seek medical attention.
Lead poisoning	III, C	4	Spent ammunition cleanup will be supervised by the range officer and assistant range officer. The range officer will handle expended lead pellets. Warn cadets about the hazards of placing hands or pellets in mouth and need to wash hands after practice and competitions.	III, D	5	Range Officer/Instructor Monitor cadet activity. Report/resolve safety infractions.

Risk Assessment Code (RAC) Key:

1 – Critical 2 – Serious 3 – Moderate 4 – Minor 5 - Negligible

RISK DECISION AUTHORITY: LtCol T. P. Stautberg USMC(Ret)

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

Oct 7, 2021

SCHOOL DISTRICT OF
FIELD TRIP REQUEST

1. School Requesting: FIHS
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) ☒ Commercial Carrier _____ Other ☒ Van Rentals
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: 11/2/21-11/3 Destination*: Tallahassee, FSU
5. Group Taking Trip: FIHS Swim Team
6. If using private vehicles, list approved driver(s): McDade, Bilyeu, Bright
7. Educational Value of Field Trip: Athletic field trip as we compete in the State Series (Regionals)
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 18 Number of Chaperones*: 4
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 2:00 PM 11/2 Returning Time*: 9:00 PM 11/3

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

J. Bright
Teacher, Team Leader, Department Head, Etc.

[Signature]
Principal

[Signature]
Assistant Superintendent

[Signature]
Superintendent

8/4/21
Date

8/16/21
Date

8/23/21
Date

Date





Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



REGIONAL SWIM
Tallahassee

(Please attach these guidelines to your field trip request form)

- ☒ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Rental vans and parents driving.
Exact individuals and number
of participants TBD

Hotel Accommodations (room assignments/supervision etc):

Room assignments TBD. @ 75% of
team will travel and stay with their
parents.

Mask Compliance:

Optional. Encouraged when
spacing is difficult.

Social Distancing:

Distancing when possible

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
Oct 7, 2021

SCHOOL DISTRICT OF
FIELD TRIP REQUE

1. School Requesting: FIHS
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) ☒ Commercial Carrier _____ Other ☒ Rentals
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: 11/12/21-11/14 Destination*: Stuart, FL
5. Group Taking Trip: FIHS Swim Team
6. If using private vehicles, list approved driver(s): McDade, Bilyeu, Bright
7. Educational Value of Field Trip: Athletic field trip as we compete in the State Series (State Meet)
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 12 Number of Chaperones*: 3
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 9:00 PM 11/12 Returning Time*: 8:00 PM 11/14

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

[Signature]
Teacher, Team Leader, Department Head, Etc.

Date

8/4/21

Principal [Signature]

Date

8/11/21

Assistant Superintendent [Signature]

Date

Superintendent [Signature]

Date





Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



State Swin
Stuart.

(Please attach these guidelines to your field trip request form)

☒ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Rental vans and parents driving
Exact individuals and number of
participants TBD.

Hotel Accommodations (room assignments/supervision etc):

Room assignments TBD.
@ 75% of team will travel and
stay with their parents.

Mask Compliance:

Optional. Will be encouraged
when spacing is difficult.

Social Distancing:

Distancing when possible.

SCHOOL DISTRICT OF CLAY ()
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
Oct 7, 2021

1. School Requesting: Fleming Island
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier X Other _____
If Commercial Carrier or Other, please state type: Charter
3. Trip(s) Overnight: Yes X No _____ Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 4/10/22 Destination*: University of Dayton, Dayton OH
4/5/22 - 4/10/22 FIHS Winterguard
5. Group Taking Trip: _____
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: After qualifying for world Championships, the group would have the opportunity to perform at an international comp. which would give exposure to the world-class performing group + give valuable feedback from world renowned adjudicators. This opportunity would give a great representation of the FI community and Clay County schools.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): DA-912.5.3.9 - Demonstrate mastery of dance tech + performance skills in complex patterns with rhythmic activity, musicality and clear intent, purpose, expression and accuracy.
Others - DA-912.5.3.11, DA-912.0.3.1
9. Number of Students*: 20 Number of Chaperones*: 4
10. Cost Per Student: 600.00 Budget Code or Source to be charged: 2140
(Included in fee) (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 2pm Returning Time*: 3pm

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

Date

Date

Date

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

- ☒ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Charter Bus

Hotel Accommodations (room assignments/supervision etc):

Unknown as trip is in ~~March~~
April.

Mask Compliance:

Per Winterguard Internationals guidelines
They are fluid, and are not requiring
masks right now.

Social Distancing:

Per Winterguard International's guidelines.
They are fluid, and are not requiring
social distancing right now.

FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

Oct 7, 2021

1. School Requesting: Keystone Heights
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) ☒ Commercial Carrier _____ Other _____
 If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: March 31-April 1 Destination*: Kissimmee
5. Group Taking Trip: Varsity Softball team
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: Softball tournament
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 15 Number of Chaperones*: 3
10. Cost Per Student: \$0 Budget Code or Source to be charged: #1146
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 3/31/22 Returning Time*: 4/2/22

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Jessica Marquart

Teacher, Team Leader, Department Head, Etc.

[Signature]
Principal

[Signature]
Assistant Superintendent

[Signature]
Superintendent

SEC-1-2723; E. 2/13/2019

8/30/21

Date

8/30/21

Date

8/31/21

Date

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

☒ All participants have signed COVID-19 Waiver (all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Parents will be driving players to tournament.

Hotel Accommodations (room assignments/supervision etc):

There will be 3 coaches/chaperones and parents to supervise players. There will be 3 to a room. Things subject to change.

Mask Compliance:

Masks will be readily available when needed. And strongly recommended when social distancing is not convenient.

Social Distancing:

Social Distancing will be followed when possible.

SCHOOL DISTRICT OF CLAY COUNTY
FIELD TRIP REQUEST

1. School Requesting: Middleburg High School
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier ☒ Other _____
If Commercial Carrier or Other, please state type: Academy
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: 12/20 - 12/21/21 Destination*: Disney World
5. Group Taking Trip: Band, chorus, cheer
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: Performance
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 106 Number of Chaperones*: 11
10. Cost Per Student: 270 Budget Code or Source to be charged: 2100
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 5 am 12/20 Returning Time*: 11:59 12/21

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc. _____

Principal _____

Assistant Superintendent _____

Superintendent _____

SEC-1-2723; E. 2/13/2019

8/26/21

Date

Date

Date

Date

Band, Cheer, and Chorus Disney Magic Kingdom Parade
Middleburg High School
Teacher: Nicholas O'Brien

Dates of Event: December 20th - December 21st

Location: Walt Disney World

Leave: December 20th @ 5am

Arrive at Disney: December 20th @ 8am

- Perform in Disney Parade (time TBA) (Magic Kingdom)
- Spend time in park after performance (Magic Kingdom)

Stay in Orlando overnight near Disney World Monday December 20th

Room List of students will be created and monitored by chaperones and school teachers (Nicholas O'Brien, Kathryn Polk, Rhiannon Weiskopf).

Arrive at Disney Day 2: December 21st @ 8am

- Spend time in park day 2 (Hollywood Studios)

Leave Disney World: December 21st @ 11pm

Arrive @ Middleburg High: December 22nd @ 2am

Covid-19 Plan: All Members, teachers and coaches on trip will abide by Disney World's mask protocol (must wear a mask when indoors) while on Disney Property. All Students, Teachers and Coaches will abide by Clay County's covid-19 guidelines during the entirety of this trip. Students and Athletes' temperatures will be checked and monitored for health before they arrive at the school. Coaches will verbally screen students and athletes, as well, by asking the required COVID-19 questions.

Student athletes and coaches will be strongly encouraged to wear masks anytime social distancing is not possible.

Students will have access to hand sanitizer throughout the day/night.

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
Oct 7, 2021

SCHOOL DISTRICT OF CLAY C
FIELD TRIP REQUEST

1. School Requesting: OHS
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) ☒ Commercial Carrier ☒ Other _____
If Commercial Carrier or Other, please state type: Enterprise Rental Cars
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes ☒ No _____
4. Dates of Field Trip*: 11/6/21 - 11/9/21 Destination*: Atlanta, GA 2 school days.
5. Group Taking Trip: Girls Basketball
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip:
N/A
8. Supporting Florida Standards Benchmark(s) with Narrative(s):
N/A
9. Number of Students*: 15 Number of Chaperones*: 3
10. Cost Per Student: _____ Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: TBA Returning Time*: TBA
- *For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc. _____

Principal _____

Assistant Superintendent _____

Superintendent _____

8/13/21
Date

8/13/21
Date

8/23/21
Date

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

☒ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

3 Rental Vans
Drivers: Fred Cole
Ron Jefferson
Marcus Miller

Hotel Accommodations (room assignments/supervision etc):

Hotel: TBA
4 Girls per room
2 Coaches Rooms (2 males, 1 female)
1 AD Room

Mask Compliance:

Unvaccinated athletes & coaches will wear masks at all times when social distancing isn't possible.
All wear masks at the event unless competing.

Social Distancing:

Social distancing when possible. Bench area will be spaced out w/ alternating seats.

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
Oct 7, 2021

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUI

1. School Requesting: Oakleaf High School
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier ☒ Other _____
If Commercial Carrier or Other, please state type: Holiday Coach Lines
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes ☒ No _____
211022 - 211023
4. Dates of Field Trip*: 10/22/21 Destination*: Sprayberry High School
Marietta, GA 30066
5. Group Taking Trip: OHS NJROTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: Drill Competition where Oakleaf will
compete against other schools.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): Teamwork, Leadership,
confidence
9. Number of Students*: 40 Number of Chaperones*: 4
10. Cost Per Student: \$11.25 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 11:00 Returning Time*: 5:00

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

210823

Date

8/23/21

Date

8/31/21

Date

Date



NAVAL JUNIOR RESERVE OFFICERS TRAINING
CORPS UNIT
SPRAYBERRY HIGH SCHOOL
2525 SANDY PLAINS ROAD
MARIETTA GA 30066

July 1, 2021

From: Senior Naval Science Instructor, Sprayberry High School
To: Area 12 Competitors

Subj: SPRAYBERRY SANCTIONED DRILL MEET, 23 OCT 21

Ref: (a) Navy Nationals SOP (www.thenationals.net)
(b) Area-12 Manager SOP AM12/039 09 SEP 16

Encl: (1) Matrix/Schedule of Events (Link to Live matrix)
(2) Agreement of Indemnity
(3) Directions to Sprayberry High School
(4) Hotel Information
(5) Pre-mishap plan
(6) Inclement Weather Plan (will be available via separate correspondence)
(7) ORM Matrix
(8) Roster forms (Academic, PU/CU)
(9) Competition Area diagram
(10) PI Roster
(11) Entry Form

1. The Area 12 Sanctioned Drill Meet scheduled for 23 October 2021 will be hosted by the Sprayberry High School NJROTC Unit.
2. The cost for this Area 12 Sanctioned Drill Meet has been set by the Area Manager at **\$450.00**. All entry fee **payments must be received by 20 September** 2021, otherwise alternate schools will be offered the slot. Sprayberry NJROTC CPO W9 at this link.
3. To permit instructors more time to prepare students there will be no instructor meeting. Rules and procedures are per reference (a). All participating cadets will stand Personnel Inspection. No more than 40 cadets shall compete in this meet. **ALL CADETS** must have a completed Sports Physical, Standard Release Form and Agreement of Indemnity (enclosure (2)) to compete in this Area-12 Sanctioned Meet. Each SNSI or NSI will verify this and is responsible for ALL requirements before allowing a cadet to compete. A cadet liaison and assistant liaison will be assigned to each school. Any issues with the liaison should be directed to the Host SNSI or NSI for resolution. Rosters forms (enclosure 8) for the academic test, push-ups, and curl-ups shall be given to your liaison prior to your first event on the schedule **EXCEPT PI roster (enclosure 10)** which shall be turned in to the PI drill deck liaison when you're "on deck"

4. UNIFORM REQUIREMENTS:

a. The uniform of the day for cadets will be the Navy Service Uniform. The uniform for Naval Science Instructors will be either the prescribed uniform for the season or NJROTC unit attire.

b. Academic Testing: Per references (a) and (b), we will administer a test of 50 questions. The tests will be given in designated spaces using SCANTRON forms. Cadets may wear either their Navy Service Uniform or Navy/Unit athletic attire but all cadets in the unit taking the exam must dress the same. Gear must look sharp and be worn in the same fashion as their uniform. No instructors or outside personnel will be allowed in the testing area. Not abiding by this rule will result in disqualification.

c. Athletic Events: Entrants must wear appropriate athletic attire (left to the discretion of the unit); however, no bare midriffs are allowed. All athletic gear will be worn in the same fashion as the uniform. **Shoes must be worn at all times during an event.** Any running and athletic shoes of any kind, to include toe shoes, are authorized for all running/athletic events. **METAL SPIKES of any kind are prohibited.** Ensure your cadets are wearing appropriate running shoes to prevent disqualification.

d. Teams may remove name tags and ribbons from their uniforms during Armed Exhibition, Armed Basic, and Color Guard events.

5. Locker rooms: A parent volunteer or instructor must accompany any cadets to and from the changing room area. Changing rooms must be kept clean. Due to the possibility of limited space, instructors must ensure that their property is removed so the next school may use changing areas.

6. Running Event: The two relays from prior years have been replaced by a single 16x100 relay with 8 males and 8 females per team. Failure to meet the 8M/8F requirement will result in a team penalty.

7. **PUSH-UPS & CURL-UPS**

a. **Push-Ups**: All 16 cadets will execute push-ups at the same time. Sprayberry will provide judges who will count all correct repetitions. Remember, your cadet will be given **ONE** warning if they deviate from the correct push-up form. The next infraction will result in the cadet being stopped.

b. **Curl-Ups**: All 16 cadets will execute curl-ups at the same time. Sprayberry will provide judges who will count all correct repetitions. The competing school will provide holders for their cadets' feet. Remember, your cadet will be given **ONE** warning if they deviate from the correct curl-up form. The next infraction will result in the cadet being stopped.

8. **PI VERBALS:** Verbal's will be chosen from the Cadet Field Manual (excluding orienteering or survival) and Naval Science textbooks as approved by the Area Manager.

9. Bus parking: Sprayberry NJROTC will have cadet liaisons in the stadium parking lot directing traffic. Spectators may be directed to park anywhere in the school's parking areas.

10. Ensure that all participating cadets have completed the Indemnity Form (enclosure (2)). This form must be completed and turned in to the liaison upon arrival. Cadets will not be allowed to participate in any event if this form is not filled out in its entirety.

11. There will be no scheduled lunch hour. Units should use breaks in the schedule to feed cadets lunch and snacks. Sprayberry NJROTC volunteers have food prepared throughout the day. A hospitality area for visiting instructors and bus drivers will be inside the NJROTC classroom.

12. INCLEMENT WEATHER PLAN (IWP): In the event of inclement weather, an IWP (enclosure (4)) will be promulgated via separate correspondence noting the designated indoor areas for the Personnel Inspection, Unarmed Drill, and Color Guard events. **NOTE: Sneakers may be required for these events to protect the floors or surfaces.** The athletic events will take place in designated areas per the IWP and will consist of the curl-ups and push-ups. Running events will be canceled. All weapons must have rubber bottoms for drill teams to perform inside the gym.

13. For any further information concerning this drill meet, use the latest version of the Nationals LOI. If any questions are not covered by the Nationals LOI, then you should contact First Sergeant White at (770)578-3200 ext 301 or at white.tyrone.nsi@navyjrotc.us via email.

A. W. SPENS
Commander, USN (Ret.)
Sprayberry NJROTC SNSI

Sprayberry 12 Drill Matrix

AGREEMENT OF INDEMNITY

WHEREAS the NJROTC Unit, Sprayberry High School, 2525 Sandy Plains Road, Marietta GA 30066, hereinafter called Indemnities, have agreed to sponsor the Area 1B sanctioned drill meet to be held on 3 October 2021 at Sprayberry High School and to permit:

to participate in said drill meet and to use various buildings, athletic fields, gymnasiums, transportation equipment, health and physical fitness facilities, and training devices, etc., at Sprayberry High School, and any other facilities associated with this event.

Name of Parent or Guardian

Team	IL	UB	UE	AB	AE	CG	PU/SU	AC	16x100		
1 MCDONOUGH	9:00	9:00	9:15	9:30	9:45	10:00	11:55	10:45	14:45	16:45	EAGLES L
2 DULUTH	9:15	10:00	9:00	9:15	9:30	9:45	12:15	10:45	14:45		MLK
3 NORTH CREEK	9:30	9:45	10:00	9:00	9:15	9:30	12:35	10:45	14:45		OAKLEAF
4 STONE MOUNTAIN	9:45	9:30	9:45	10:00	9:00	9:15	12:55	10:45	14:45		PEACHTR
5 GLENN HALL	10:00	10:15	10:30	10:45	11:00	11:15	13:15	12:00	15:15		ALLATOON
6 EAST HALL	10:15	11:15	10:15	10:30	10:45	11:00	13:35	12:00	15:15		EAST HALL
7 WOODSTOCK	10:30	11:00	11:15	10:15	10:30	10:45	13:55	12:00	15:15		NORTH CREEK
8 MCEACHEN	10:45	10:45	11:00	11:15	10:15	10:30	14:15	12:00	15:15		MCEACHE
9 CROSS KINGS	10:30	11:45	12:00	12:15	12:30	12:45	8:55	7:45	14:45		DULUTH
10 HILLGROVE	10:45	12:45	11:45	12:00	12:15	12:30	9:15	7:45	14:45		CROSS KI
11 KENNESAW	11:00	12:30	12:45	11:45	12:00	12:15	9:35	7:45	14:45		KENNESAW
12 ALLATOON	11:15	12:15	12:30	12:45	11:45	12:00	9:55	7:45	14:45		WOODSTOCK
13 MLK	11:45	13:00	13:15	13:30	13:45	14:00	7:35	9:15	15:15		HILLGROV
14 PEACHTREE RIDGE	12:00	14:00	13:00	13:15	13:30	13:45	7:55	9:15	15:15		STONE M
15 OAKLEAF	12:15	13:45	14:00	13:00	13:15	13:30	8:15	9:15	15:15		MCDONOH
16 EAGLES LANDING	12:30	13:30	13:45	14:00	13:00	13:15	8:35	9:15	15:15		GLENN H
											CHAPEL H
											LASSITER
											GREENBR
											NEASE

*FIRST EVENT FOR EACH SCHOOL

is desirous of holding indemnities free from any and all claims whatsoever arising out of the use of the above detailed facilities or any other facilities at Sprayberry High School and Cobb County School District.

NOW, THEREFORE, in consideration of the aforementioned action by Indemnities, the above named Parent or Guardian indemnifies indemnities and holds them, their agents, and instrumentalities, employees and successors harmless from any and all torts, claims, or liability, or other casualty, whatsoever to the above named cadet or to any other party, person or property, caused or occasioned by the use of any such facilities or equipment, negligence due to imperfection in said facilities or equipment, negligence of Indemnity, or other person or party, or for any other cause.

The action of the Indemnities in allowing the above named cadet to participate in the NJROTC Area 12 sanctioned drill meet and to use the facilities shall signify acceptance of this offer of indemnity.

It is also certified that the above named cadet is fully covered by a valid insurance program for any and all injuries that could result from the activities and events of this drill meet.

Parent or Guardian Signature

SNSI/NSI Certification/Witness

Encl: (2)

DIRECTIONS TO SPRAYBERRY HIGH SCHOOL

I-75 North from Atlanta and points south:

Continue on I-75 N follow signs for Marietta Chattanooga.

Take exit 267A toward GA-5 N/Canton Rd (right lane)
Merge onto Canton Rd Conn NE and travel for 0.7 miles.

Turn right onto Sandy Plains Rd and travel for 2.7 miles.

Turn left onto Piedmont Rd and then turn LEFT at light into parking lot.
Jim Frazier Field will be on your right.
A Sprayberry cadet will direct you for parking.

I-75 South from Woodstock GA and points north:

Continue on I-75 S follow signs for Atlanta.

Take exit 267A toward GA-5 N/Canton Rd
Merge onto Canton Rd Conn NE and travel for 0.7 miles.

Turn right onto Sandy Plains Rd and travel for 2.7 miles.

Turn left onto Piedmont Rd and then turn LEFT at light into parking lot.
Jim Frazier Field will be on your right.
A Sprayberry cadet will direct you for parking.

SPRAYBERRY HIGH SCHOOL NJROTC PRE-MISHAP PLAN

1. PREVENTATIVE ACTION: Ensure your cadets are **hydrating** early!!!! Cadets should warm-up and stretch at least 30 minutes prior to their starting times for push-ups, curl-ups, and the 16 x 100 event.

2. RESPONSE: Take immediate action to minimize damage and injury as appropriate. Report the incident to the appropriate first responder which will be the Head Judge for that event. The Head Judge will notify 1stSgt White or CDR Spens immediately.

3. IMPORTANT PHONE NUMBERS:

- a. Police/Ambulance: 911
- b. WellStar Kennestone Hospital, 677 Church Street, Marietta GA 30060, 770-793-5000
- c. Northside Hospital – Atlanta, 1000 Johnson Ferry Road NE, Atlanta, GA 30342, 404-851-8000
- d. CDR Axel Spens, Sprayberry SNSI, 703-597-6164
- e. CNET STAFF DUTY OFFICER: 850-452-4010

4. FOLLOW-UP: SNSI of competing school will ensure that the incident report is properly filled out and turned in to the SNSI of Sprayberry High School. Sprayberry High School SNSI will review the report and process it through the proper Chain of Command.

5. OTHER EMERGENCIES THAT MAY OCCUR:

a. FIRE: Evacuate all cadets, pull the fire alarm, muster outside, and ensure all cadets are present. Report your whereabouts to SNSI of Sprayberry NJROTC.

b. PHYSICAL INJURY: A first aid team will be on site in the End Zone of the football field to assist with any injury. Report any injury to CDR Spens or 1stSgt White.

Encl: (5)

HOTEL/MOTEL LISTING

There are several hotels or motels just off I-75 near Kennesaw State University within four miles of Sprayberry High School. The following, are some of the closest:

Extended Stay America - Atlanta - Kennesaw Town Center
3000 George Busbee Pkwy NW,
Kennesaw, GA 30144
(770) 422-1403

Red Roof Inn Atlanta - Kennesaw
520 Roberts Ct, Vernon Commons,
Kennesaw, GA 30144
(770) 429-0323

Hampton Inn Atlanta/Woodstock
450 Parkway 575,
Woodstock, GA 30188
(770) 592-2323

Additionally, other hotels or motels nearby can be found on Travelocity's hotel and motel listing available at the following link:

<https://www.travelocity.com/Hotel-Search?xid=11905%7C1&adults=2&destination=Sprayberry%20High%20School%2C%20Sandy%20Pines%20Road%2C%20Marietta%2C%20GA%2C%20USA&endDate=11%2F10%2F2019®ionId=8703&rooms=1&startDate=11%2F08%2F2019>

Check with the hotel for group rates.

ORM WORKSHEETS

1. Mission: Drill Meet Hosted by SPRAYBERRY NJROTC		2. Activity: Drill		3. Date: 02/20/21	
Step 1. Identify Hazards		Step 2. Assess Hazards	Step 3. Make Risk Decisions	Step 4. Implement Controls	Step 5. Supervise
Hazards	Causes	Initial RAC	Develop Controls	Residual RAC	How to Implement
Lactic acid induced muscle cramps	Intensity of event over a sustained period of time	4 (CIII)	Proper nutrition and hydration, take participant and/or judge aside for proper recuperation.	4 (CIII)	Maintain adequate nutritional and water intake, allow individuals to rest.
Dehydration	Improper intake of water	3 (CII)	Ensure participants and judges are properly hydrating	4 (DII)	Provide adequate water supply, provide information on importance of staying hydrated
Musculo-skeletal injuries	Poor fitness, terrain and obstacle considerations, failure to prepare (improper warm-up)	4 (CIII)	Maintain appropriate watch over participants and keep attentiveness to terrain features to avoid tripping hazards	4 (CIII)	Advise warm-up period prior to physical activities, allow individuals to work up to desired fitness level
Sunburns	Training outdoors under sunlight, lack of cover from sun	3 (CII)	Issue sunscreen, utilize shaded areas when possible	4 (DII)	Provide sunscreen and instruction on proper use
Falling, tripping, getting caught on obstacle	Improper clothing or footwear (too big or small), Obstacle to tall or broken	4 (CIII)	Ensure PT uniform fits and proper footwear is worn, conduct walk through of course to check for stability of obstacles	4 (CIII)	Ask unit to provide correct size PT uniform and inspect footwear, ensure judges are on hand to supervise obstacles
3. Residual Risk – determined by overall activity risk after controls are implemented. (Circle One) LOW MODERATE HIGH		4. Accept Risks? YES NO Request Acceptance from Higher Authority? YES NO		5. On site medical support required? (Circle all that apply and fill in number required) Nurse/Corpsman X	
6. Prepared by: CDR A. W. SPENS				7. SNSI Signature:	

1. Mission: Drill Meet Hosted by SPRAYBERRY NJROTC		2. Activity: Exhibition weapons handling Training / competition			3. Date: 02/20/21	
Step 1. Identify Hazards		Step 2. Assess Hazards	Step 3. Make Risk Decisions		Step 4. Implement Controls	Step 5. Supervise
Hazards	Causes	Initial RAC	Develop Controls	Residual RAC	How to Implement	How to Supervise
Head injuries	Poor weapons handling	3 (CII)	Provide instruction on proper weapon handling	5 (DIII)	Conduct safety brief for movements and weapons safety	Event OIC will ensure participants are trained on weapons safety
Feet, ankle, lower limb injuries	Marching or making movements on areas unfit for use	4 (CIII)	Areas used for marching and conducting close order drill need to be free and clean of debris, holes, or obstacles that could cause injury. Utilize well lit areas when conducting drill.	5 (CIII)	Provide ample parking lot space, paved, and well lit areas for troops to conduct drill	Event OIC will issue safety brief to participants to use caution while making movements
Cadets hit by a vehicle	Limited light movements, marching in parking areas	3 (CII)	Mark off areas utilized for close order drill with reflective orange cones to keep traffic out of lots	4 (DII)	Ensure Public Safety places cones on lots to be used before the close order drill commences	Issue safety brief and ensure participants stay within boundary of cones
3. Residual Risk – determined by overall activity risk after controls are implemented. (Circle One) LOW MODERATE HIGH			4. Accept Risks? YES NO Request Acceptance from Higher Authority? YES NO		5. On site medical support required? (Circle all that apply and fill in number required) Nurse/Corpsman X	
6. Prepared by: CDR A.W. SPENS				7. SNSI Signature:		

Encl: (7)

Mission: Drill Meet Hosted by SPRAYBERRY NJROTC		2. Activity: Running, Drill, Push-ups, Curl-ups		3. Date: 02/20/21	
Step 1. Identify Hazards		Step 2. Assess Hazards	Step 3. Make Risk Decisions		Step 4. Implement Controls
Hazards	Causes	Initial RAC	Develop Controls	Residual RAC	How to Implement
Lactic acid induced muscle cramps	Intensity of event over a sustained period of time	4 (CIII)	Proper nutrition and hydration, take participant and/or judge aside for proper recuperation.	4 (CIII)	Maintain adequate nutritional and water intake, allow individuals to rest.
Dehydration	Improper intake of water	3 (CII)	Ensure participants and judges are properly hydrating	4 (DII)	Provide adequate water supply, provide information on importance of staying hydrated
Musculo-skeletal injuries	Poor fitness, terrain and obstacle considerations, failure to prepare (improper warm-up)	4 (CIII)	Maintain appropriate watch over participants and keep attentiveness to terrain features to avoid tripping hazards	4 (CIII)	Advise warm-up period prior to physical activities, allow individuals to work up to desired fitness level
Sunburns	Training outdoors under sunlight, lack of cover from sun	3 (CII)	Issue sunscreen, utilize shaded areas when possible	4 (DII)	Provide sunscreen and instruction on proper use
Falling, tripping, getting caught on obstacle	Improper clothing or footwear (too big or small), Obstacle too tall or broken	4 (CIII)	Ensure PT uniform fits and proper footwear is worn, conduct walk through of course to check for stability of obstacles	4 (CIII)	Ask unit to provide correct size PT uniform and inspect footwear, ensure judges are on hand to supervise obstacles
3. Residual Risk – determined by overall activity risk after controls are implemented. (Circle One) LOW MODERATE HIGH			4. Accept Risks? YES NO Request Acceptance from Higher Authority? YES NO		5. On site medical support required? (Circle all that apply and fill in number required) Nurse/Corpsman X
6. Prepared by: CDR A.W. SPENS				7. SNSI Signature:	

Encl: (7)

RAC Matrix		Mishap Probability			
		A	B	C	D
		Likely	Probably	May	Unlikely
Hazard Severity	I Critical	1(AI)	1(BI)	2(CI)	3(DI)
	II Serious	1(AII)	2(BII)	3(CII)	4(DII)
	III Moderate	2(AIII)	3(BIII)	4(CIII)	5(DIII)
	IV Minor	3(AIV)	4(BIV)	5(CIV)	5(DIV)

Encl: (7)

SPRAYBERRY SANCTIONED DRILL MEET
TURN IN TO YOUR CADET LIAISON BEFORE FIRST EVENT

SCHOOL: _____

ACADEMICS

<u>NAME</u>	<u>Exam Score</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

Team Total: _____

Encl: (8)
TAB A

SPRAYBERRY SANCTIONED DRILL MEET ATHLETIC ROSTER
TURN IN TO YOUR CADET LIAISON BEFORE FIRST EVENT

SCHOOL: _____

	<u>PUSH-UPS</u>	
<u>MALE</u>		<u>NUMBER</u>
1. _____		_____
2. _____		_____
3. _____		_____
4. _____		_____
5. _____		_____
6. _____		_____
7. _____		_____
8. _____		_____

<u>FEMALE</u>	
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

	<u>CURL-UPS</u>	
<u>MALE</u>		<u>NUMBER</u>
1. _____		_____
2. _____		_____
3. _____		_____
4. _____		_____
5. _____		_____
6. _____		_____
7. _____		_____
8. _____		_____

<u>FEMALE</u>	
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

Team Total Push-ups _____
Head Judge Signature: _____

Team Total Curl-ups _____

Personnel Inspection Roster

(Guide)

(PLATOON LEADER)

Fill in each space with the name of the cadet.

I certify that the _____ cadets named above are the persons who will compete for this NJROTC Unit in today's competition.
(Number)

I further certify that all the above are properly enrolled in the CNET approved course of instruction in NIROTC during this semester and that all are fully eligible for interscholastic competition in accordance with school, district and state regulations.

Instructor

JROTC Unit _____

Encl: (10)

Entry Form – Drill Meet

From: _____ NJROTC Unit

To: SPRAYBERRY NJROTC CPO

Subj: SPRAYBERRY High School Sanctioned Drill Meet

School Name: _____

School Address: _____

POC: _____

Phone Number: _____

E-mail: _____

Entry Fee of \$400.00.

Make checks payable to: **SPRAYBERRY NJROTC CPO
2525 SANDY PLAINS ROAD
Marietta GA 30066
ATTN CDR SPENS**

SPRAYBERRY NJROTC CPO W-9 at this link

POC: CDR Axel Spens 703-597-6164 or e-mail: spens.axel.snsi@navyjrotc.us

Encl (11)



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

☐ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Charter Bus

Hotel Accommodations (room assignments/supervision etc):

Hampton Inn two adults per room all on same floor
Chaperones in separate rooms on same floor

Mask Compliance:

Adults will wear masks when social distancing is not possible.

Social Distancing:

All adults will practice social distancing at all times in accordance to CDC and Clay County Guidelines

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

Oct 7, 2021

SCHOOL DISTRICT OF CLAY

FIELD TRIP REQUEST

1. School Requesting: Oakleaf High School
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other _____
If Commercial Carrier or Other, please state type: Van Rental
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: 3/10 - 3/12 Destination*: Orlando
5. Group Taking Trip: Spanish Students/classes
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: See attached info: Competition in Spanish language
8. Supporting Florida Standards Benchmark(s) with Narrative(s): Interpersonal listening interpersonal communication: Presentational speaking Connection & Communities
9. Number of Students*: 16 Number of Chaperones*: 3
10. Cost Per Student: 300\$ Budget Code or Source to be charged: SpnClub 4020
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 3/10 8 AM Returning Time*: 3/12 4pm

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc. _____

Principal _____

Assistant Superintendent _____

Superintendent _____

Date

Date

Date

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

- ☒ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Students will be traveling on 3 minivans. Since we will be unable to socially distant students will highly be recommended to wear their mask during transport.

Hotel Accommodations (room assignments/supervision etc):

Students will be 3 to 4 to a room. 2 rooms will have bunk beds + 2 double beds + will have their own bed.

4 rooms will have 2 students / if cost allows

Mask Compliance:

The rooms/competitor will be requiring students to wear mask if they cannot social distant. 5 student will enter each competitor room. Mask will be highly recommended.

Social Distancing:

The hotel has a lot of outside space. Signage + sponsors remind students to maintain a distance while inside the rooms.



FLORIDA STATE
SPANISH CONFERENCE

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FLORIDA STATE SPANISH CONFERENCE



FSSC 2021 has been canceled

Join us for FSSC 2022 March 10-12

Future dates 2023 March 9-11

YOU ARE AN ACHIEVER - WELCOME!

The Florida State Spanish Conference (FSSC) is an academic competition for high school students from across the state of Florida. In this site you will find all of the necessary information to register your school, all forms and contact information.

[ABOUT US](#)[Register for 2022](#)[Requirements](#)

Events

Hotel



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- [SIELE](#)
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FSSC

PARTICIPANTS

This page informs you regarding student eligibility and categories as well as school categories and divisions for competition.

Number of participants:

Each school may bring up to 16 students. **No observers may attend.** Participant fee is \$60.00 per student.

Number of alternates:

Each school may list up to 16 alternates from which they must choose should they need one. Student alternates not used as delegates may NOT attend the conference as the FSSC does not permit observers.

Questionnaire:

The FSSC requires that all participants and alternates complete a Student Questionnaire. It is imperative that for the spirit of fair competition, the questionnaire be completed honestly. The student's teacher is to proofread and sign each student questionnaire form before mailing them in with the registration packet.

Eligibility:

Students must meet the standards set by Florida Statutes for Interscholastic Competition. They are required to have a 2.0 G.P.A. for the grading period preceding the competition. They must also have passed 5 of 6 or 5 of 7 classes. If the status changes, an eligible alternate must be substituted from your alternate list.

Categories:

Student participants will be divided into four categories as follows:

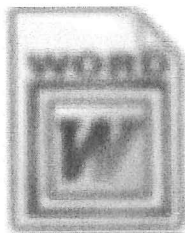
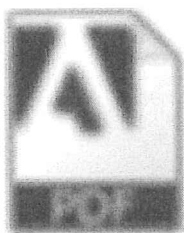
- (A) Students who have ONLY learned Spanish exclusively in the classroom.
- (B) Students with limited outside experience at home or in a Spanish-speaking environment.
- (C) Students with extensive outside experience at home or in a Spanish-speaking environment.

Divisions:

There will be two divisions in the competition with equivalent trophies awarded for each division. The maximum number of delegates representing any one school is sixteen. The divisions are:

- Division I: In this division no more than 70% of delegates must be in Category A; maximum of 30% of delegates in categories B, C, and D.

View / Download Chart:



- Division II: This division includes schools with more than 30% of delegates in categories B, C, and D.

School Category:

School Category: 1A 2A 3A 4A 5A 6A 7A 8A 9A

School categories 1A – 9A are determined according to the FHSAA designation for boys basketball. These designations are according to student population. Click [FHSAA](#) to find your school listing



FLORIDA STATE SPANISH CONFERENCE

Links



REGISTRATION



EVENTS



HOTEL / LODGING



SCHEDULE



CONSTITUTION



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- [Diccionario Real Academia-RAE](#)
- [FAATSP](#)
- [FHSAA](#)
- [National Spanish Exam-NSE](#)
- [Orlando Wyndham Resort](#)
- [SIELE](#)
- [Sociedad Honoraria Hispánica-SHH](#)

FSSC

SPONSORS & CHAPERONES

Sponsors

There must be one school sponsor for the first ten students (or fraction thereof).

The **FSSC registration** fee for teacher sponsors and faculty chaperones is **\$70.00**. **Non-faculty chaperone \$80.00**. **See JOIN US page for payment.**

Additionally, The Florida Association of Teachers of Spanish and Portuguese (FAATSP) directly promotes the Florida State Spanish Conference, therefore **each sponsor and teacher sending** their students to participate must be a member. Teachers who send students, REGARDLESS of their own attendance to FSSC, MUST pay the FAATSP Points Room fee. This fee covers Point Room needs and contributes to the Senior Exam Scholarship Fund.

Points Room fee:

\$15 for **ALL** teachers whose students are participating in the competition.

The deadline for FAATSP Points Room fees is February 1st of the given year. The fees must be paid by this date in order for your school to participate. **Print and mail form** and fee to AATSP Florida Chapter Treasurer. Make checks payable to FAATSP or pay using the PAY NOW button.

Please be advised that FAATSP fees are not the same as FFLA dues.

[Point Room Form](#)[Pay Now](#)

Chaperones





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- [AATSP](#)
- [Diccionario Real Academia-RAE](#)
- [FAATSP](#)
- [FHSAA](#)
- [National Spanish Exam-NSE](#)
- [Orlando Wyndham Resort](#)
- [SIELE](#)
- [Sociedad Honoraria Hispánica-SHH](#)

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ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
Oct 7, 2021

SCHOOL DISTRICT OF C
FIELD TRIP REQUEST

1. School Requesting: ORANGE PARK HIGH SCHOOL
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other ☒
If Commercial Carrier or Other, please state type: ENTERPRISE RENT-A-CAR
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: 12/10/21 - 12/11/21 Destination*: TALLAHASSEE, FL (LEON HS, FSU HIGH)
5. Group Taking Trip: GIRLS BASKETBALL TEAM
6. If using private vehicles, list approved driver(s): N/A
7. Educational Value of Field Trip: _____
TEAMWORK AND COOPERATION
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
P.E. 912.M.1.32
APPLY SPORT SPECIFIC SKILLS IN A VARIETY OF GAME SETTINGS.
9. Number of Students*: 25 Number of Chaperones*: 4
10. Cost Per Student: \$0.00 Budget Code or Source to be charged: INTERNAL ACCOUNTS
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 12/10/21 @ 14:00 Returning Time*: 12/11/21 @ 22:00

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

M. Norman
Teacher, Team Leader, Department Head, Etc.

[Signature]
Principal

[Signature]
Assistant Superintendent

[Signature]
Superintendent

8/9/21
Date

8/12/21
Date

8/16/21
Date

[Signature]
Date



Clay County Field Trip COVID Guidelines



(Please attach these guidelines to your field trip request form)

- ☒ All participants have signed COVID-19 Waiver (all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

WE WILL USE CLAY COUNTY VANS OR ENTERPRISE VANS FOR TRAVEL.

Hotel Accommodations (room assignments/supervision etc):

ACCOMMODATIONS WILL BE MADE AT HAMPTON INN TALLAHASSEE CENTRAL. ROOM ASSIGNMENTS WILL BE GIVEN OUT ONCE THE TEAM IS SELECTED.

Mask Compliance:

WE WILL FOLLOW ALL CLAY COUNTY DISTRICT SCHOOLS POLICIES.

Social Distancing:

WE WILL FOLLOW ALL CLAY COUNTY DISTRICT SCHOOLS POLICIES.

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL**

Oct 7, 2021

**SCHOOL DISTRICT OF
FIELD TRIP REQUEST**

1. School Requesting: Orange Park High
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other ☒
 If Commercial Carrier or Other, please state type: ENTERPRISE RENT-A-CAR
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes _____ No ☒
4. Dates of Field Trip*: 12/28/21 - 01/01/22 Destination*: WESLEY CHAPEL, FL ; TAMPA, FL
5. Group Taking Trip: GIRLS BASKETBALL TEAM Christmas
6. If using private vehicles, list approved driver(s): N/A holiday
7. Educational Value of Field Trip: _____
TEAMWORK AND COOPERATION
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
PE.912.M.1.32
APPLY SPORT SPECIFIC SKILLS IN A VARIETY OF GAME SETTINGS
9. Number of Students*: 15 Number of Chaperones*: 3
10. Cost Per Student: \$0.00 Budget Code or Source to be charged: INTERNAL ACCOUNTS
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 12/28/21 @ 14:00 Returning Time*: 01/01/22 @ 20:00

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc. _____

Principal _____

Assistant Superintendent _____

Superintendent _____

Date

Date

Date

Date

③



Clay County Field Trip COVID Guidelines



(Please attach these guidelines to your field trip request form)

- ☒ All participants have signed COVID-19 Waiver (all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

WE WILL USE CLAY COUNTY VANS OR ENTERPRISE VANS FOR TRAVEL.

Hotel Accommodations (room assignments/supervision etc):

ACCOMMODATIONS WILL BE MADE AT THE HILTON GARDEN INN TAMPA - WESLEY CHAPEL. ROOM ASSIGNMENTS WILL BE GIVEN OUT ONCE THE TEAM IS SELECTED.

Mask Compliance:

WE WILL FOLLOW ALL CLAY COUNTY DISTRICT SCHOOLS POLICIES.

Social Distancing:

WE WILL FOLLOW ALL CLAY COUNTY DISTRICT SCHOOLS POLICIES.

SCHOOL DISTRICT OF CLAY C
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

Oct 7, 2021

1. School Requesting: Orange Park High
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier ☒ Other _____
If Commercial Carrier or Other, please state type: 57 par Bais
3. Trip(s) Overnight: Yes ☒ No _____ Trip(s) Out-of-State: Yes ☒ No _____
4. Dates of Field Trip*: 10/23-30/2021 Destination*: Lee County High/Leeburg Ga.
5. Group Taking Trip: NITOTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: Navy Required ^{Sanctioned} Drill Meet
Includes: Drill, Academics, & Athletics
8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
9. Number of Students*: 50 Number of Chaperones*: 4
10. Cost Per Student: 0.00 Budget Code or Source to be charged: 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 10:00 AM Friday Returning Time*: 9:00 AM Saturday

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s): _____

LTD Deon Williams

Teacher, Team Leader, Department Head, Etc.

Principal [Signature]

Assistant Superintendent [Signature]

Superintendent [Signature]

SEC-1-2723; E. 2/13/2019

8/23/21

Date

8/23/21

Date

8/26/21

Date

Date



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

We will be traveling to Leesburg Ga. via a 57 pax charter bus. With 50 cadets and 4 chaperones we will recommend and highly encourage all to wear masks whether vaccinated or not since social distancing will not be possible.

Hotel Accomodations (room assignments/supervision etc):

We will be staying one night at a hotel in Albany Ga. (hotel not determined) We will house 4 cadets per room with chaperones present.

Mask Compliance:

We will recommend and encourage the cadets to wear the mask whenever social distancing is not possible or we are in doors.

Social Distancing:

Our event is outdoors. However, we will maintain social distancing as much as possible.

SCHOOL DISTRICT OF CLAY C

FIELD TRIP REQUEST

1. School Requesting: PCW
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) ☒ Commercial Carrier _____ Other _____
 If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes _____ No ☒ Trip(s) Out-of-State: Yes ☒ No _____
4. Dates of Field Trip*: 2 Oct 2021 Destination*: Cairo HS. Cairo, GA
5. Group Taking Trip: NJROTC Cadets
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. R/H
7. Educational Value of Field Trip: To complete in Tri 14/04
AT 2.1.4.2 AT 6.1.4.2 PRB 2.4.4
AT 2.1.4.2 PR 3.4.4 PR 3.4.2
PR 3.4.4 PR 3.4.6 HTB 1.4.2
8. Supporting Florida Standards Benchmark(s) with Narrative(s):
→
9. Number of Students*: 6 Number of Chaperones*: 1
10. Cost Per Student: Free Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 5:00 AM Returning Time*: 7:00 PM

*For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

SEC-1-2723; E. 2/13/2019

Date

Date

Date

Date

8/11/2021

8/11/21

8/16/21

8/16/21



Clay County Field Trip COVID Guidelines Overnight or Out of State Field Trips



(Please attach these guidelines to your field trip request form)

- X.** All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc):

Cadets will travel to Cairo in POVs

Hotel Accommodations (room assignments/supervision etc):

None Day trip only

Mask Compliance:

Cadets will wear masks in cars and in buildings at all time.

Social Distancing:

Social distancing will be implemented as much as Feasible.

In addition all parents will sign District Release of Liability and Assumption of Risk for COVID 19 Infection



**Middleburg High School Navy JROTC
Middleburg Pentathlon Challenge
Letter of Instruction (LOI)**

Dates: Competition is Saturday, 11SEP2021 at 0730.

****CALL/E-mail SGT.MAJOR GALLMAN at (904)336-8226 by COB Monday, 30 Aug 21 if you want to compete.***

The Middleburg Pentathlon Challenge is a timed two(2) mile course carrying a single 20-lb, pack between five(5) stations. **Teams will consist of five(5) cadets including w/minimum one(1) Female.** Initial Kick off meeting and safety brief for all members will be conducted at Middleburg High School Cafeteria at 0700. The five(5) stations that must be completed in order are:

Station 1- 35 yard tire flip (any number personnel)
Station 2- Knot tying-bowline (each person must know how to tie the bowline knot)
Station 3- Mental Brain Brawl puzzle (any number personnel)
Station 4- Air Rifle Live fire (one qualified shooter)
Station 5- 100 yard HMMWV Push (any number personnel)

Teams: There are a maximum of 12 teams for the event. Any school with a JROTC unit may enter up to two (2) teams; the second team requested will standby if we do not fill 12 slots initially. Teams must be physically and medically eligible for strenuous physical activity. Shooters must be air rifle safety qualified. The 25 lb. back may be carried by any cadet and may be passed between cadets but must never touch the ground (30 second penalty).

Copies of Physicals and signed IA's/waivers required for participation.

EVENT 1:

TIRE FLIP STATION:

RULES: When given the command to start, any or all of your team's cadets will begin to flip the tire a length of (35) yards. No rolling of the tire will be permitted. Rolling of the tire will immediately stop that team from completing that station and that team will be penalized by adding 30 seconds to the longest other team time of the day.

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C5 - Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida

Description

As part of a collaborative effort to simultaneously improve PreK-12 education and teacher preparation, The University of North Florida and the School Board of Clay County, Florida agree cooperatively to provide two Resident Clinical Faculty to the Professional Development Schools Network during the 2021-2022 academic year. The program will provide the District with an opportunity to implement new organizational structures and ways of teaching and learning which will enhance student learning and link professional development with Pre K-12 student learning.

At the same time, this program provides an opportunity for the University of North Florida College of Education and Human Services to enhance the internship and field experience component of its teacher preparation program by forging stronger linkages with the District and by providing opportunities for teams of university students to work with teachers who are implementing effective and innovative teaching strategies.

Based on the 9 Essentials for Professional Development Schools as outlined by the National Association for Professional Development Schools, Resident Clinical Faculty typically mentor approximately 100 interns/pre-interns from the University of North Florida who are seeking certification in teaching at three PDS schools: Grove Park Elementary, Orange Park Junior High and Orange Park High Schools.

Gap Analysis

Without the Memorandum of Understanding with the University of North Florida for the PDS model, pre-service interns/pre-interns would not receive the level of coaching, support and mentorship that accompanies the PDS model.

Previous Outcomes

Clay County District Schools and the University of North Florida have partnered in providing support to pre-service teachers for many years (the program formerly known as SPRINT). Since 2017, the institutions have partnered to provide more intensive support for pre-service teachers through the PDS Model.

Expected Outcomes

As a result of the PDS partnership with the University of North Florida, future teachers of Clay County students will gain more on-the-job learning and be better prepared for the rigors of the classroom.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay

Financial Impact

\$ 65,400.90- 50% of the total salary and benefits funded by general funds

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C6 - Affiliation Agreement between Clay County District Schools and University of North Florida

Description

This agreement is between Clay County District Schools and University of North Florida (UNF) for UNF students to participate in internships, practicums, and observations under the direction of a certified educator in Clay County schools.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their careers.

Previous Outcomes

Clay County District Schools currently has agreements with 26 Colleges/Universities, including UNF. This agreement will renew the agreement previously in place for the next 5 years.

Expected Outcomes

Placement of interns provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching. UNF usually places between 25-75 pre-interns and interns in CCDS each year.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreement between Clay County District Schools and University of North Florida.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

\$0.00

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C7 - Affiliation Agreement between Clay County District Schools and Old Dominion University

Description

This agreement is between Clay County District Schools and Old Dominion University (ODU) for ODU students to participate in internships, practicums, and observations under the direction of a certified educator in Clay County schools.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their career.

Previous Outcomes

Clay County District Schools currently has agreements with 26 Colleges/Universities and this will be the first time an agreement has been made with Old Dominion University.

Expected Outcomes

Placement of interns provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching. Old Dominion University is currently requesting the placement of one student.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreement between Clay County District Schools and Old Dominion University.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

\$0.00

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C8 - Affiliation Agreement between Clay County District Schools and Arkansas State University

Description

This agreement is between Clay County District Schools and Arkansas State (ASU) for ASU students to participate in internships, practicums, and observations under the direction of a certified educator in Clay County schools.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their career.

Previous Outcomes

Clay County District Schools currently has agreements with 26 Colleges/Universities and this will be the first time an agreement has been made with Arkansas State University.

Expected Outcomes

Placement of interns provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching. Arkansas State is currently requesting the placement of one student.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreement between Clay County District Schools and Arkansas State University.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

\$0.00

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C9 - Proclamation for Red Ribbon Week

Description

The Red Ribbon Campaign® is the oldest and largest drug prevention program in the nation reaching millions of young people during Red Ribbon Week® each year. We celebrate Red Ribbon Week, October 25-29, to affirm our commitment to live drug free. We celebrate those who live without drugs as well as those who choose to leave drugs behind and live drug free. This week is designated to talk to our students about choosing a healthy lifestyle to include a healthy diet, staying active, coping strategies for stress, and choosing to live drug free. This year's theme is "Drug Free Looks Like Me." The theme was chosen because it perfectly captures how all of us must do our individual parts to keep our communities safe, healthy and Drug-Free. All segments of the community, health care workers, police officers, educators, school bus drivers, parents... people just like you and me, are examples of what we can achieve through self-dedication, care and commitment. The theme encourages everyone to use their voice to make a difference no matter who they are, where they're from or what they do.

Gap Analysis

This proclamation will promote the School Board of Clay County's commitment to creating a safe, healthy, and drug free school community.

Previous Outcomes

Yearly students are exposed to lessons surrounding the affects of drugs, alchol and making healthy life style choices.

Expected Outcomes

Students will gain knowledge to assit them with making healthy life style choices.

Strategic Plan Goal

Recommendation

The School Board of Clay County will approve the proclamation to support Red Ribbon week.

Contact

Laura Fogarty, Director of Climate & Culture

laura.fogarty@myoneclay.net

904-336-6513

Financial Impact

0

Review Comments

Attachments

🔗 [Red Ribbon Week Proclamation #22-05.pdf](#)

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

PROCLAMATION #22-05



WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers students, schools, and the community the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Red Ribbon Week will be celebrated in schools and communities across the nation on October 25-29; and

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

NOW, THEREFORE, BE IT RESOLVED, that the School Board of Clay County, Florida, does hereby commit its resources to ensure the success of Red Ribbon Week and encourage everyone to participate in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year.

Duly adopted and approved by the School Board of Clay County, Florida, this 7th day of October, 2021.

ATTEST:

David S. Broskie
Superintendent of Schools
Clay County, Florida

Mary Bolla, School Board Chair

DRAFT

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C10 - Lutheran Services Florida Standard Contract #220043

Description

SEDNET is an acronym for The Multi Agency Network for Students With Emotional and Behavioral Disabilities, which agency is under the supervision and control of Clay County District Schools. Lutheran Services Florida, Inc. d/b/a/ LSF Health Systems, LLC ("LSF") has maintained a contractual relationship with The School Board of Clay County, Florida through SEDNET for several years. The contract allows LSF, a non-profit corporation which obtains funds from both federal sources and pursuant to a contract with the State of Florida, to then contract with regional SEDNET units, of which the Clay County School District is one, to provide mental and behavioral health resources to students in need throughout the Northeast Florida region which consists of Duval, Clay, and Nassau counties. SEDNET acts as an independent contractor to LSF and provides the contracted behavioral and mental health services through its employees, agents, and subcontractors after which the services are billed to LSF. The limit of LSF financial commitment and responsibility, as well as the requirements binding SEDNET are the subject of the attached contract.

Gap Analysis

SEDNET shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in the contract. The purpose of this funding is to provide non-Medicaid mental health services to families to reduce the need for higher levels of care. The goal is to keep children in their least restrictive environment.

Previous Outcomes

These funds have been used to meet the individualized needs of students requiring supportive mental health and behavioral services. The previous contract was not to exceed the amount of \$951,158.00.

Expected Outcomes

Students currently being served by SEDNET will continue to be provided the mental health supports to maintain in their least restrictive environment. The amended contract is not to exceed the amount of \$947,784.00.

Strategic Plan Goal

To allow SEDNET to continue to provide the programs and services of the Family Services Planning Team (FSPT) and the Children and Family Staffings (CFS). SEDNET will continue to provide individualized mental health services and devise individualized plans for students with significant mental health needs.

Recommendation

Approve the contract amendment.

Contact

Kathryn Lawrence, SEDNET, kathryn.lawrence@myoneclay.net, (904) 336-4400

Financial Impact

The amendment shall decrease contract amount by \$3,374.00.

Review Comments

Attachments

📎 [220043 Lutheran Services Florida \(LSF Health Systems\) - Amendment 103.pdf](#)

Contract # **220043**
Number Assigned by Purchasing Dept.**CONTRACT REVIEW**

BOARD MEETING DATE:

10/7/2021WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED☒ Must Have Board Approval over \$100,00.00Date Submitted: **09/14/2021**Name of Contract Initiator: **Kathryn Lawrence**Telephone #: **904-336-4400**School/Dept Submitting Contract: **SEDNET 4**Cost Center # **9252**Vendor Name: **Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC**Contract Title: **Lutheran Services Florida Standard Contract - Amendment 103 Contract updated 7/1/2021**Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐ Previous Year Contract # **Original Brd Apprv 3/11/2021**Contract Term: **July 1, 2020 - June 30, 2023**Renewal Option(s): **Three (3) years**Contract Cost: **\$947,784.00** (Original Amount \$936,659 as of 7/2020, Amended to \$951,158 as of 2/2021)☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**Funding Source: Budget Line # **100-0000000-9252-0000-1020-000-2**Funding Source: Budget Line # **100-0000000-9252-0000-1220-000-2**☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

☒ Completed Contract Review Form☒ SBAO Template Contract or other Contract (NOT SIGNED by District / School)☐ SIGNED Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract:

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

☐ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

☐ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)☐ COVID-19 Waiver (If Applicable)☐ Release and Hold Harmless (If Applicable)**RECEIVED**
9/14/2021
SBAO****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	Original Contract ratified at 3/11/2021 Board meeting w/ Superintendent authority to execute Minor amendments. I don't believe Amendment 103 is minor because all original Documents are being replaced thus should go back to Board.
Review Date 9/14/2021	
School Board Attorney JB	See the Detail Sheet for Amendment 103 / yellow highlight is brief Description of Amendment 103. All Documents can be viewed in google folder called "Lutheran Services - SEDNET". ONCE Amendment 103 is approved, the SEDNET Independent Contractor Service Agreement dated 10-7-2021 will need to be used moving forward.
Review Date 9/14/21	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: 9/20/2021

Amendment 103

to Lutheran Services Florida Standard Contract

The Lutheran Services Florida Standard Contract between **Lutheran Services Florida, Inc. (LSF)** and **School District of Clay County (SEDNET)**, was entered into by the parties with an effective date of July 1, 2020 and continue until the end date of June 30, 2023. LSF is engaging SEDNET for the purpose of behavioral health services. SEDNET shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in the contract. The deliverables must be received and accepted by SEDNET in writing prior to payment, subject to subsequent audit and review and to the satisfaction of LSF. Unless otherwise provided in the procurement document, if any, or governing law, LSF reserves the right to add services that are incidental or complimentary to the original scope of services. LSF shall pay for contracted services performed by SEDNET on and after the effective date of the contract according to the terms and conditions of the contract of an **amount not to exceed \$936,659.00**, or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by SEDNET. LSF performance and obligation to pay under this contract is contingent upon the award and contract from the State of Florida which is contingent upon an annual appropriation by the Legislature.

Amendment 102: Increased funding, modify contract language, and update the Individuals Served table. Amendment shall increase contract amount by \$14,499.00 revising the original not to exceed amount from \$936,659.00 to the **current not to exceed amount of \$951,158.00** or the rate schedule, subject to the availability of funds.

LSF wishes to amend contract by submitted to SEDNET the attached **Amendment 103**. The purpose of amendment is to replace the 7/1/2020 Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices with the updated documents dated 7/1/2021. The attached LSFHS Contract Document Matrix – FY 21-22 lists contract revisions under this Amendment. The Amendment shall decrease contract amount by \$3,374.00 revising the Original/Amended not to exceed amount from \$951,158.00 to the **current not to exceed amount of \$947,784.00** or the rate schedule, subject to the availability of funds.

Superintendent has the authority to execute minor amendments to LSF contract per March 11, 2021 - School Board Special Meeting

Title: Ratify Lutheran Services Florida Standard Agreement with the School Board of Clay County, FL-SEDNET.

Description: SEDNET is an acronym for The Multi Agency Network for Students With Emotional and Behavioral Disabilities, which agency is under the supervision and control of the Clay School District. Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC ("LSF") has maintained a contractual relationship with The School Board of Clay County, Florida through SEDNET for several years. The contract allows LSF, a non-profit corporation which obtains funds from both Federal sources and pursuant to a contract with the State of Florida, to then contract with regional SEDNET units, of which the Clay School District's is one, to provide mental and behavioral health resources to students in need throughout the Northeast Florida region which consists of Duval, Clay and Nassau Counties. SEDNET acts as an independent contractor to LSF and provides the contracted behavioral and mental health services through its employees, agents and subcontractors after which the services are billed to LSF. The limit of LSF financial commitment and responsibility, as well as the requirements binding SEDNET are the subject of the attached contract. The total commitment by LSF, which theoretically should equal the expenditures by SEDNET for the 2020-2021 fiscal year are \$936,659.00. This amount, as well as all terms, are set forth in the attached contract. Under the previous administration the SEDNET supervisor was given the authority to contract with LSF. The supervisor, by direction, approved the attached contract on July 8, 2020. It is a three (3) year contract. There are minor amendments to this contract submitted periodically as required by LSF. Most amendments increase the total amount of the contract by 2% or less. With the change of administration and the implementation of updated purchasing policies it is necessary to ask the Board to ratify the contract. Without such ratification, each minor amendment to the contract will have to be brought to the Board, which action will create a lag in the availability of resources. The Board Attorney, in collaboration with the Supervisor of SEDNET, the Supervisor of Purchasing, the Assistant Superintendent of Finance and the Superintendent of Schools concur that it is imperative for the Board to be aware of the existence of this contract and that the Board ratify the contract in order for the month to month operations of SEDNET and its implementation of the contract with LSF to continue without interruption. Pursuant to current School Board Policy all future Master contracts between LSF and SEDNET would require approval by the School Board.

Expected Outcomes: It is expected that the School Board will ratify this contract, thereby allowing the Superintendent to execute the minor amendments to the contract that occur routinely.

LSFHS Contract Document Matrix - FY 21-22

LSFHS #	LSFHS Title	W/A	Changes ?	Revisions
1	LSF Glossary of Contract Terms	N/A	No	No edits
2	Evidence-Based Practice Guidelines	N/A	Yes	<ul style="list-style-type: none"> Added "Following the selection of an option, the Network Service Provider must maintain sufficient documentation of registry selected for Option One and listed requirements for Option Two to support the decision," per DCF's updated Guidance 1. Added that the Managing Entity shall monitor the Network Service Provider to ensure EBP fidelity in Network Service Provider contracts. Added hyperlink for Title IV-E Prevention Services Clearinghouse Updated hyperlink for Evidence-based Practices for Substance Use Disorders. Various style edits throughout document.
3	State and Federal Laws, Rules, and Regulations	N/A	Yes	<ul style="list-style-type: none"> Removal of compeller's memorandum No. 3 - Florida Single Audit Act Implementation Minor edits to CFO's Memorandum No. 01, 02, 04 and 20
4	Auxiliary Aids to Deaf and Hard-of-Hearing	N/A	Yes	<ul style="list-style-type: none"> Minor technical edits.
5	Substance Abuse and Mental Health (SAMH) Funding Resource Guide	N/A	pending	
6	Residential Placements using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process	N/A	Yes	<ul style="list-style-type: none"> Various style edits throughout document.
7	Outpatient Forensic Mental Health Services	N/A	Yes	<ul style="list-style-type: none"> Added guidance CFOP 155-38 and "jail" to Network Service Provider responsibilities related Managing Entity Tracking and reporting. Added Managing Entity Responsibilities: <ul style="list-style-type: none"> oAll pre-commitment diversion options have been exhausted for individuals charged with a felony offense, booked into the county jail or local detention facility, identified as having a mental illness and at risk for commitment to a Forensic SMHTF. oAll post-commitment diversion options have been exhausted as established in CFOP 155-38. Procedures for Post-Commitment Diversion of Individuals Adjudicated Incompetent to Proceed or Not Guilty by Reason of Insanity. oCompliance with CFOP 155-38 Guidelines for Conditional Release Planning for Individuals Found Not Guilty by Reason of Insanity or Incompetent to Proceed due to a Mental Illness. •Revised criteria for the Forensic Coordinator. •Added "Number of those receiving jail-based services" as a classification for required summary outputs. •Replaced Forensics@lsfnet.org with "The Adult System of Care Manager and Network Manager," concerning notifying of any incorrect submissions. •Revised Template 22's name to Forensic Mental Health Service Report. •Various style edits throughout document.
8	State Mental Health Treatment Facility (SMHTF) Admission and Discharge Processes	N/A	Yes	<ul style="list-style-type: none"> Substantial changes made per the DCF Guidance 7. •Various style edits throughout document
9	LMH-ALF Monitoring	N/A	Yes	<ul style="list-style-type: none"> •Various style edits throughout document.
10	Supplemental Security Income and Social Security Disability Insurance Outreach, Access, and Recovery (SOAR)	N/A	Yes	<ul style="list-style-type: none"> Added Admission and Discharge requirements, which include the following: <ul style="list-style-type: none"> oIntake Documentation Requirements oAssessments/Examination Documentation Requirement oService/Treatment Planning oProgress Notes Requirements oDischarge/Termination Requirements •Removed "Each dedicated SOAR processor will ensure that 75% of SSI/SSDI applications are completed in a fashion which allows 90 days average to decision. SSA Field office and DDD/DOS processing timeframe issues will be factored in on a case by case basis." •Added "Each SOAR processor will develop a best practice screening process to determine the best consumers to begin applications on behalf of. SOAR best practice tools can be located at: https://soarworks.samhsa.gov/content/library-home." •Added "Each SOAR application completed must have a Medical Summary Report." •Added "SOAR Processors are required maintain individual medical records for each SOAR participant containing an intake form, a determination of eligibility for SOAR services, a SOAR service plan, and progress notes per 65E.4 guidelines as case management services will be the primary billing mechanism. If the SOAR program is part of a larger milieu of services, the consumer is participating in at a community provider the SOAR material must be integrated into that record." •Added "Critical in addition to items in number 10 above, SOAR related documents must be deposited in the individual record and include the following (if applicable): <ul style="list-style-type: none"> a.SSA- 1696 b.SSA- 827 c.Agency ROI d.Copy of SSA-16 SSDI application e.SSA-8000 SSI application f.Medical Summary Report (Signed if possible) g.Medical Records h.Work History Report i.Function Report (if applicable) j.Third Party Function Report (if applicable) •Updated links throughout document; various style edits throughout document. •Updated hyperlinks throughout document per DCF Guidance 3.
11	Expiration/Termination Transition Planning Requirements	N/A	Yes	<ul style="list-style-type: none"> Various style edits throughout document .
12	Crisis Counseling Program	N/A	pending DCF	
13	Tangible Property Requirements and Contract Provider Property Inventory Form	N/A	Yes	<ul style="list-style-type: none"> Various style edits throughout document.
14	Performance Outcomes Measurement Manual	N/A	No	No edits

15	Prevention Services and Prevention Partnership Grants (PPG)	Prevention Services	Yes	<ul style="list-style-type: none"> Revised document name to Prevention Services and Prevention Partnership Grants (PPG) f/k/a Prevention Services Deleted Work Plan Performance measure. Revamped the entire Prevention Partnership Grant section with DCF's Guidance 14 Various style edits throughout document.
15	Prevention Services and Prevention Partnership Grants (PPG)	Prevention Services	Yes	<ul style="list-style-type: none"> Revised document name to Prevention Services and Prevention Partnership Grants (PPG) f/k/a Prevention Services Deleted Work Plan Performance measure. Added guidance and requirements for Prevention Partnership Grant (PPG) per DCF's Guidance 14. Various style edits throughout document. Revamped entire document with DCF's Guidance 19 FIS Manual:
16	Integration with Child Welfare	Integration Planning and Position	Yes	<ul style="list-style-type: none"> Revised the year on the title page Revised providers and counties in FIS position funding (removed The Centers, added Baker and Hamilton counties to Meridian, added Marion to SWA Healthcare) Removed minimum caseload requirement of 20. Changed language from provider must use screening tool provided by the ME or DCF, to screening tool approved by the ME. Removed "record of disciplinary problems" from required case records. Removed language that FIS must review and update SA intervention plan minimally every 30 days. Removed Mental Health 101 training as training required within 6 months of start date. Under Evaluation of FIS services, removed "The managing entity's contract manager may choose to incorporate specific objectives related to FIS in the contract and delineate a method for measurement." Removed "exceptions to these guidelines" section. Removed Rapid Time Feedback Quality Assurance Review requirements and documents.
17	Self-Directed Care Model	N/A	Yes	<ul style="list-style-type: none"> Added requirement for "The Network Service Provider shall develop and appeals process for when the consumer is uncomfortable with the discharge."
18	Behavioral Health Network (BNet) Guidelines	N/A	Yes	<ul style="list-style-type: none"> Revamped entire document with DCF's Guidance 12 - Behavioral Health Network (BNet) Guidelines and Requirements.
19	Financial Management Requirements	N/A	Yes	<ul style="list-style-type: none"> Technical citation updates. Various style edits throughout document.
20	Florida Assertive Community Treatment (FACT) Guidelines	N/A	Yes	<ul style="list-style-type: none"> Substantial changes made per the DCF Guidance 16. Replaced "Managing Entity (LSFHS)" with "Network Manager and Adult System of Care Manager" under the Reports section. Updated amount for FACT enhancement incidental requests requiring ME approval to \$1,000. Updated fiscal year and dates on FACT Monthly Referral Report
21	Temporary Assistance to Needy Families (TANF) Guidelines	N/A	Yes	<ul style="list-style-type: none"> Replaced dates and hyperlink under the "Authority" section.
22	Crisis-Diversion Respite Services	N/A	No	No edits
23	Women's Special Funding Substance Abuse Services for Pregnant Women and Mothers	N/A	Yes	<ul style="list-style-type: none"> Technical updates to hyperlinks and minor syntax edits Added specific data points for Template 16 and updated link. Added requirement to send Template 16 to the Network Manager each month.
24	Projects for Assistance in Transition from Homelessness (PATH) Guidelines	N/A	Yes	<ul style="list-style-type: none"> Revamped entire document with LSFHS revisions as well as DCF revisions to the DCF Guidance 15 - Projects for Assistance in Transition from Homelessness (PATH) Added Charting requirements which include: <ul style="list-style-type: none"> Intake Documentation Requirements Assessments/Examination Documentation Requirements oService/Treatment Planning oProgress Notes Requirements oDischarge/Termination Requirements Added Funding and Allocation requirement that "in order to appropriately serve persons in accordance with the provisions contained herein, Case Management must be billed at minimum 30% of the total service delivery billing per fiscal year, not including incidentals." Revised Require Reports section. Various style edits throughout document. Deleted Requirement at the top of the page, redundant to Authority. Added purpose of this guidance document. Updated IDP/FSH Warehouse contact under Contact Information. Updated Exhibit A letterhead and footer.
25	Indigent Drug Program (IDP) Guidelines	N/A	Yes	
26	HIV Early Intervention Services	N/A	Yes	<ul style="list-style-type: none"> Updated hyperlink for Provision of HIV Testing and Linkage: IDP 360-09-17
27	National Voter's Registration Act Guidelines	N/A	Yes	<ul style="list-style-type: none"> Technical citation update.
28	Family Intensive Treatment (FIT) Model	N/A	Yes	<ul style="list-style-type: none"> Technical update: added discharge definitions, miscellaneous verbiage changes throughout document. Added Length of Stay section along with the required FIT Continued Enrollment Staffing Form for any client enrolled for 10 months or longer Added the existing Expenditure Reconciliation Report must be submitted on the LSFHS template and removed requirement for the LSFHS Child Welfare Manager approval Added encounter data language Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report"
29	Seclusion and Restraint Reporting	N/A	No	No edits
30	Children's Mental Health Care Coordination Program	N/A	Yes	<ul style="list-style-type: none"> Minor technical edits.

31	Care Coordination	N/A	Yes	<ul style="list-style-type: none"> Updated hyperlinks through document Added SMHTF, SIPP, CAT Waitlist, and SOAR columns and updated instructions tab on the Care Coordination Spreadsheet (Report)
32	Suicide Prevention Best Practices	N/A	No	No edits
33	Central Receiving System	N/A	pending DCF	DCF submitted a draft on 7/28/2021 and requesting ME feedback before finalizing
34	Transitional Voucher	N/A	Yes	<ul style="list-style-type: none"> Added "Vouchers may also be utilized to assist eligible individuals maintain their current level of care by achieving residential stability" under Discussion section. Various style edits throughout document.
35	State Opioid Response (SOR)	N/A	Yes	<ul style="list-style-type: none"> Created RCO Monthly Report and added to ID
36	Recovery Management Practices	Recovery Support Services	Yes	<ul style="list-style-type: none"> Revised document name to Recovery Management Practices f/a Recovery Support Services Revamped the entire document to reflect DCF's Guidance Document 35 - Recovery Management Practices Added reference to DCF's Guidance Document 35 - Recovery Management Practices in the administration of these services
37	Supported Employment	N/A	Yes	<ul style="list-style-type: none"> Added requirement to submit Supported Employment Tracking Sheet to the Network Manager and Regional Director of the Department of Housing and Community Inclusion. Referenced Data Reporting Procedures are set forth by the DCF guidance document entitled: Supported Employment Data Reporting Procedures or latest version thereof. The most recent version of the document is incorporated herein. Substantial changes made per the DCF Guidance 11. Revised Juvenile Incompetent to Proceed (JITP) Tracker Added requirement to also submit JITP Tracker each month to DCF's JITP Statewide Coordinator at leslie.dellenbarger@myfamilies.com Updated hyperlink to DCF Guidance Documents.
38	Juvenile Incompetent to Proceed (JITP)	N/A	Yes	
39	Co-Responder Program (CoR)	N/A	No	No edits
40	CARES Act	N/A	Yes	<ul style="list-style-type: none"> Revised paragraph 6 pertaining to expanding jail-based forensic diversion programs according to DCF's contract language in the ME contract.
41	School Telehealth Provider	N/A	pending DCF's new requirement for next FY - new allocations for rural counties only and no procurement required	
42	Community Action Treatment (CAT) Team	Special Attachments	Yes - New	<ul style="list-style-type: none"> Transformed the previous special CAT Attachments to a new Incorporated Document, using DCF's Guidance Document and added LSFHS-specific requirements Added a table listing out CAT Teams and counties served Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report" Transformed the previous special MRT Attachments to a new Incorporated Document, using DCF's Guidance Document and added LSFHS-specific requirements Added a table listing out MRT's and counties served Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report" MRT Report : <ul style="list-style-type: none"> Instructions tab - Added new fields: Provider, Team Name Field Definitions tab - Added new columns: Client ID #, If client DOB unknown, is client under 18?, If client is under 18, is the client involved in child welfare?, If client is under 18, was parental consent obtained?, More detail if source of initial call was Other, Validation Errors, Days between call and follow-up, Under 18 Moved columns: Client Age and Response time to the right of the table Added "Other Funding Sources" tab
43	Mobile Response Team (MRT)	Special Attachments	Yes - New	
NSP Assigned #	Forensic Multidisciplinary Teams (FMT) - MHRC	N/A	Yes	<ul style="list-style-type: none"> Technical change: Renumbered the Attachment roman numerical number to align with Mental Health Resource Center's other attachments, changed effective date to 7/1/2021
NSP Assigned #	Partnerships for Success (PFS) & Partnerships for Success (PFS) Drug Epidemiology Networks (DENs)	N/A	Yes	<ul style="list-style-type: none"> Updated end date to 9/30/2021 For Partnerships for Success (PFS) Drug Epidemiology Networks (DENs) - Community Coalition Alliance, Inc.: Updated the Award Amount to mirror standard Attachment language - no specific amount, defer to Exhibit H - Funding Detail
NSP Assigned #	Discontinued	Children's Mental Health System of Care (CMHSOC) Expansion and Sustainability Project - St. Augustine Youth Services, Inc.	Discontinued	N/A

A	Required Reports	N/A	Yes	<ul style="list-style-type: none"> • CAT Team: <ul style="list-style-type: none"> o Added appendix numbers to each of the DCF required reports o Added the LSFHS Director of Program Operations as a recipient of the reports to align with the Incorporated Document 42 - CAT o Deleted Exhibit C and D • Care Coordination: <ul style="list-style-type: none"> o Added the CCSU and SEN reports for the CARES Act • MRT: <ul style="list-style-type: none"> o Deleted Exhibit C and D • Sunset and Sunrise Program: <ul style="list-style-type: none"> o Revised section to include and consolidate with the Sunset Program • SOR: <ul style="list-style-type: none"> o Added the LSFHS SOR Project Team Lead as a recipient of the reports o Added the RCO Monthly Report • CARES Act: <ul style="list-style-type: none"> o Added new section to capture the Incorporated Document 40 - CARES Act
B	Performance Outcomes Measures	N/A	No	No edits
C-D	Projected Operating and Capital Budget	N/A	No	No edits
C-1	Actual Expenses and Revenues Schedule	N/A	No	No edits
E	Agency Capacity Report	N/A	No	No edits
F	Program Descriptions	N/A	No	No edits
G	Submission of Information	N/A	No	No edits
H	Funding Detail	N/A	Yes	<ul style="list-style-type: none"> • Updated to reflect current allocation for the fiscal year
I	Invoice	N/A	Yes	<ul style="list-style-type: none"> • Updated to reflect current invoice template from LedgerBooks for the new fiscal year
J	Local Match Calculation Form	N/A	Yes	<ul style="list-style-type: none"> • Removed separate line for Central Receiving Facility (OCA MHSCR)
K	Federal Block Grant Requirements	N/A	Yes	<ul style="list-style-type: none"> • Added "based products" for buprenorphine on paragraph XIII.i.i.1.
L	Covered Service Rates by Program	N/A	Yes	<ul style="list-style-type: none"> • Updated to reflect current covered service rates for the fiscal year
M	Bed Hold Request Form	N/A	No	No edits
N	Incidental Expenses Request/Approval Form	N/A	Yes - New	<ul style="list-style-type: none"> • Transformed the previous SFHS Incidental Expenses form to a formalized contract document, a new Exhibit N
O	Expenditure Reconciliation Report	N/A	Yes - New	<ul style="list-style-type: none"> • Transformed the previous Expenditure Reconciliation Report to a formalized contract document, a new Exhibit O
P - Part 1	Cost Reimbursement Report Summary	N/A	Yes - New	<ul style="list-style-type: none"> • Transformed the previous Cost Reimbursement Report to a formalized contract document, a new Exhibit P - Part 1
P - Part 2	Cost Reimbursement Expense Report	N/A	Yes - New	<ul style="list-style-type: none"> • Transformed the previous Cost Reimbursement Report to a formalized contract document, a new Exhibit P - Part 2
NSP Assigned #	Behavioral Health Consultant	N/A	No	No edits
NSP Assigned #	Care Coordination	N/A	No	No edits
NSP Assigned #	Child Welfare Outreach Team (CWOT)	N/A	Yes - New	<ul style="list-style-type: none"> • New special attachment for Gateway Community Services' CWOT • Added "Exhibit O" to existing Expenditure Reconciliation Report references
NSP Assigned #	Children's Respite - MH R&B I	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Replaced "The Centers, Inc." with "SMA Healthcare, Inc." and renumbered the Attachment roman numerical number to align with SMA Healthcare's other attachments for Marion county, changed effective date to 7/1/2021
NSP Assigned #	Community Crisis Prevention Team	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Renumbered the Attachment roman numerical number to align with Clay Behavioral Health Center's other attachments, replace "fixed-price" with "fixed-rate", changed effective date to 7/1/2021 • Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report"
NSP Assigned #	Co-Responder Crisis	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Renumbered the Attachment roman numerical number to align with Mental Health Resource Center's other attachments, changed effective date to 7/1/2021
NSP Assigned #	Drop-In	N/A	No	No edits
NSP Assigned #	Drop-In Bundled Rate	N/A	No	No edits
NSP Assigned #	Early Psychosis Intervention & Care - First Episode Psych	N/A	Yes	<ul style="list-style-type: none"> • Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report"
NSP Assigned #	Home-Based SA Services - Family Behavior Therapy - FIT Lite	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Renumbered the Attachment roman numerical number to align with LifeStream Behavioral Center's other attachments, changed effective date to 7/1/2021 • Technical change: Replaced "The Centers, Inc." with "SMA Healthcare, Inc." and renumbered the Attachment roman numerical number to align with SMA Healthcare's other attachments for Marion county, changed effective date to 7/1/2021 • Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report"
NSP Assigned #	Housing Pilot - Disability Rights	N/A	No	No edits
NSP Assigned #	Integrated Care Team (ICT)	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Renumbered the Attachment roman numerical number to align with LifeStream Behavioral Center's other attachments, changed effective date to 7/1/2021 • L.M. Sultzbacher Center: Added housing language and clients served, revised Staffing section, and rounded contract amount to the nearest dollar • Technical change: Replaced "The Centers, Inc." with "SMA Healthcare, Inc." and renumbered the Attachment roman numerical number to align with SMA Healthcare's other attachments for Marion county, changed effective date to 7/1/2021
NSP Assigned #	Marion County Mental Health Court exp. 7.31.21	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Replaced "The Centers, Inc." with "SMA Healthcare, Inc." and renumbered the Attachment roman numerical number to align with SMA Healthcare's other attachments for Marion county, changed effective date to 7/1/2021 • Updated end date to 7/31/2021 • Reduced contract amount according to the new end date
NSP Assigned #	Medication Assisted Treatment (MAT) - Bundled Rate	N/A	Yes	<ul style="list-style-type: none"> • Technical change: Replaced "The Centers, Inc." with "SMA Healthcare, Inc." and renumbered the Attachment roman numerical number to align with SMA Healthcare's other attachments for Marion county, changed effective date to 7/1/2021
NSP Assigned #	Outreach - Bundled Rate	N/A	Yes	<ul style="list-style-type: none"> • Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report"
NSP Assigned #	Residential Beds	N/A	No	No edits

NSP Assigned #	See You at The Top (SVATT)	N/A	No	No edits
NSP Assigned #	State Mental Health Treatment Facility (SMHTF) Transitional Program - Disability Rights Bundled Rate	N/A	Yes	<ul style="list-style-type: none"> Technical change: Renumbered the Attachment roman numerical number to align with Meridian Behavioral Healthcare's other attachments, changed effective date to 7/1/2021 and added incidental expenses language
NSP Assigned #	State Opioid Response (SOR) for Child Welfare Programs	N/A	Yes	<ul style="list-style-type: none"> Technical change: Renumbered the Attachment roman numerical number to align with LifeStream Behavioral Center's other attachments, changed effective date to 7/1/2021 Technical change: Renumbered the Attachment roman numerical number to align with Clay Healthcare's other attachments, changed effective date to 7/1/2021 Technical change: Replaced "The Centers, Inc." with "SMA Healthcare, Inc." and renumbered the Attachment roman numerical number to align with SMA Healthcare's other attachments for Marion county, changed effective date to 7/1/2021
NSP Assigned #	Sunrise and Sunset Residential	N/A	No	No edits
NSP Assigned #	Supplemental Security Income/Social Security Disability Insurance Outreach, Access, and Recovery (SOAR)	N/A	Yes	<ul style="list-style-type: none"> Replaced "Dr. Colleen Bell" with "the agency Medical Director" Rounded amount to the nearest dollar
NSP Assigned #	Transitional Beds	N/A	Yes	<ul style="list-style-type: none"> Renamed "Expenditure Reconciliation Report" to "Exhibit O - Expenditure Reconciliation Report"
NSP Assigned #	Wraparound - Bundled Rate	N/A	Yes	<ul style="list-style-type: none"> Removed contract amount
	LSF Standard Contract	N/A	Yes	<ul style="list-style-type: none"> Added reference to Appendix C on paragraph 4 - a new appendix to NSP contracts Added "and/or there are available funds in the Network" to paragraph 3.a. pertaining to payment for services Changed the Managing Entity working days to inspect and approved goods and services, pertaining to payment on invoices, from five (5) days to thirty (30) days, on paragraph 23. Corrected references and added the definition of "Employees assigned to the contract" based on DCF's Standard Contract, on paragraph 36 a.vi. Revised website link to the Contract Documents page of the LSF Health Systems' website on paragraph 37.
	Attachment I	N/A	Yes	<ul style="list-style-type: none"> Removed SIPP Discharge under CMH and Added Peer Support Services under ASA on the Individuals to be Served table to align with DCF's new Metrics Added language pertaining to the ME following internal policies and procedures for monitoring on paragraph B.1.a.(3)(i) Reworded language about NSP subcontracts pertaining the requirement to be fiscally sound on paragraph B.1.a.(7)(a) Revamped paragraph C.1. Payment Clause and added fixed rate and cost reimbursement payment requirements Added a new section defining and requiring encounter data for bundled rate payment methodologies as required by the FASAMS Pamphlet 155-2 under paragraph C.2.a.(1); Bundled rates include fixed and capitated rates Changed the Network Manager business days to approve or notify the NSP of deficiencies on the monthly invoices, from five days to ten business days, on paragraph C.2.c. Changed the ME payment date to NSP's from fifteen (15) to thirty-five (35) days from the date eligibility of payment is determined, to align with invoice payment language existing in the LSF Standard Contract Added "Financial Attestations" to the title of paragraph D.7. in addition to detailed language pertaining to financial attestation required by Rule 65E-14.018, F.A.C. Revised website link to the Contract Documents page of the LSF Health Systems' website on paragraph E. Added reference to Appendix C on paragraph E. - a new appendix to NSP contracts
	Attachment II-CERTIFICATION REGARDING LOBBYING	N/A	No	No edits
	Attachment III- AUDIT	N/A	No	No edits
	Attachment IV- HIPAA	N/A	No	No edits

**School District of Clay County - SEDNET
Amendment 103**

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC ("LSF") and School District of Clay County - SEDNET ("Provider") to be effective July 1, 2021. Provider and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, LSF wishes to amend the contract entered into between said parties on July 1, 2020, the purpose of this amendment is to replace the Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Contract. In the event of conflict between this Amendment and the Contract, this Amendment shall control.
2. Standard Contract is replaced in its entirety with the Standard Contract revised July 1, 2021 incorporated herein. All prior standard contracts with reference to the same content are deleted.
3. All Attachments are replaced in its entirety with the Attachments incorporated herein. All prior attachments with reference to the same content are deleted.
4. All Exhibits are replaced in its entirety with the Exhibits referenced herein. All prior exhibits with reference to the same content are deleted.
5. All Incorporated Documents are replaced in its entirety with the Incorporated Documents referenced herein. All prior incorporated documents with reference to the same content are deleted.
6. All Appendices are replaced in its entirety with the Appendices incorporated herein. All prior appendices with reference to the same content are deleted.
7. Appendix C is incorporated in its entirety into the contract and is provided herein. All prior references to same content are deleted.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment with its contracts, attachments, exhibits, incorporated documents and appendices to be effective the 1st day of July, 2021.

School District of Clay County - SEDNET

**Lutheran Services Florida, Inc. d/b/a LSF Health
Systems, LLC**

Signature Date

Signature Date

Printed Name Title

Printed Name Title

LUTHERAN SERVICES FLORIDA STANDARD CONTRACT

THIS CONTRACT is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC (a Florida non-profit corporation), hereinafter referred to as the "Managing Entity" and **School District of Clay County - SEDNET** herein after referred to as the "Network Service Provider." The Managing Entity and Network Service Provider agree as follows:

1. **Purpose.** The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment I hereto. The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the Network Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Managing Entity. Unless otherwise provided in the procurement document, if any, or governing law, the Managing Entity reserves the right to add services that are incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This contract shall be effective on **July 1, 2020**. The performance period under this contract shall commence on the effective date of this contract and shall end at midnight, Eastern time, on **June 30, 2023**, subject to the survival of terms provisions of Section 34 hereof.
3. **Payment for Services.** The Managing Entity shall pay for contracted services performed by the Network Service Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed **\$947,784.00** or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. The Managing Entity's performance and obligation to pay under this contract is contingent upon the award and contract from the State of Florida which is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
 - a. In the event that the Managing Entity has funds remaining after paying the annual contract amount outlined in the current year's Exhibit H – Funding Detail and/or there are available funds in the Network, and the Network Service Provider has delivered additional units of service in accordance with the terms and conditions of this contract for which the Network Service Provider has not been paid, the Managing Entity may, in its sole discretion, pay the Network Service Provider for some or all of the additional units of service entered into the Managing Entity's data system by the Network Service Provider.
4. **Contract Document.** The Network Service Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, Attachment I, Attachment II, Attachment III, Attachment IV, any additional Attachments as indicated on Appendix C, and any Exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27, and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules, and Regulations.** In performing its obligations under this contract, the Network Service Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to, those described in Section 36 of this contract.
6. **Official Payee and Party Representatives.** Upon change of representatives (names, addresses, telephone numbers, or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

a. The name, address, and telephone number of the Network Service Provider shown above and the official payee to whom the payments shall be made are:

Name: **School District of Clay County - SEDNET**

Address: **2306 Kingsley Avenue**

City: **Orange Park** State: **FL** Zip Code: **32073**

Phone/Ext: **(904) 336-4400**

b. The name, address, telephone number, and e-mail address where financial and administrative records are maintained:

Name: **Kathy Lawrence**

Address: **Refer to 6.a.**

City: **Refer to 6.a.** State: **FL** Zip Code: **Refer to 6.a.**

Phone/Ext: **(904) 336-4400**

E-mail: **kathryn.lawrence@myoneclay.net**

c. The name, address, and telephone number of the Network Manager for the Managing Entity for this contract:

Name: **Princess Bartolazo**

Address: **9428 Baymeadows Rd; Ste 320**

City: **Jacksonville** State: **FL** Zip Code: **32256**

Phone/Ext: **(904) 337-4058**

E-mail: **princess.bartolazo@lsfnet.org**

d. The name, address, telephone number, and e-mail address of the representative of the Network Service Provider responsible for administration of the program under this contract:

Name: **Kathy Lawrence**

Address: **Refer to 6.a.**

City: **Refer to 6.a.** State: **FL** Zip Code: **Refer to 6.a.**

Phone/Ext: **(904) 336-4400**

E-mail: **kathryn.lawrence@myoneclay.net**

7. **Inspections and Corrective Action.** The Network Service Provider shall permit all persons who are duly authorized by the Managing Entity and/or the Florida Department of Children and Families, hereinafter referred to as "the Department", to inspect and copy any records, papers, documents, facilities, goods and services of the Network Service Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Network Service Provider to assure the Managing Entity of the satisfactory performance of the terms and conditions of this contract and as outlined and set forth in Attachment I, Participation in Network Service Provider Monitoring. Following such review, the Managing Entity shall deliver to the Network Service Provider a written report of its findings, and may direct the development, by the Network Service Provider, of a corrective action plan where appropriate. The Network Service Provider hereby agrees to timely correct all deficiencies identified in the Managing Entity's written report. This provision shall not limit the Managing Entity's termination rights under Section 30.

8. **Independent Contractor, Subcontracting, and Assignments.**

- a. In performing its obligations under this contract, the Network Service Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the Managing Entity or the State of Florida. Neither the Network Service Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Managing Entity or the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Service Provider

and its subcontractors shall be responsible for the supervision, control, hiring and terminating, rates of pay and terms and conditions of employment of their own employees.

- b. The Network Service Provider shall take such actions as may be necessary to ensure that it, and each subcontractor of the Network Service Provider, shall be deemed to be an independent contractor and shall not be considered or permitted to be an officer, employee, or agent of the Managing Entity or the State of Florida. The Managing Entity shall not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Network Service Provider, or its subcontractor or assignee, unless specifically agreed to by the Managing Entity in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Service Provider, the Network Service Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Service Provider.
- c. The Network Service Provider shall not assign the responsibility for this contract to another party without prior written approval of the Managing Entity, upon the Managing Entity's sole determination that such assignment shall not adversely affect the public interest; however, in no event may the Network Service Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Network Service Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void. The Network Service Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Managing Entity, which shall not be unreasonably withheld.
- d. The Managing Entity shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Network Service Provider of the Managing Entity's selection or an eligible provider outside the network, upon giving prior written notice to the Network Service Provider. In the event the Managing Entity approves transfer of the Network Service Provider's obligations, the Network Service Provider remains responsible for all work performed and all expenses incurred in connection with the contract up to the point of transfer. This contract shall remain binding upon the lawful successors in interest of the Network Service Provider and the Managing Entity.
- e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Network Service Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Network Service Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Service Provider further agrees that the Managing Entity and the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.
- f. The Network Service Provider shall include in all subcontracts (at any tier), the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance including Attachment I, Network Service Provider Subcontract, and all sections that pertain to and describe applicable subcontract compliance.
- g. To the extent that a subcontract provides for payment after Network Service Provider's receipt of payment from the Managing Entity the Network Service Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Managing Entity in accordance with §287.0585, Florida Statutes (Fla. Stat.), unless otherwise stated in the contract between the Network Service Provider and subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Network Service Provider and paid by the Network Service Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Network Service Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Network Service Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms shall also apply:

- a. If the Network Service Provider removes an infringing product because it is not reasonably able to modify that product or secure the Managing Entity the right to continue to use that product, the Network Service Provider shall immediately replace that product with a non-infringing product that the Managing Entity determines to be of equal or better functionality or be liable for the Managing Entity's cost in so doing.
- b. Further, the Network Service Provider shall indemnify the Managing Entity for all costs and attorney's fees arising from or relating to Network Service Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Network Service Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Managing Entity.

The Network Service Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Managing Entity negligent shall excuse the Network Service Provider of performance under this provision, in which case the Managing Entity shall have no obligation to reimburse the Network Service Provider for the cost of its defense. If the Network Service Provider is an agency or subdivision of the state, its obligation to indemnify, defend, and hold harmless the Managing Entity shall be to the extent permitted by §768.28, Fla. Stat. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Network Service Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. The Network Service Provider shall procure and maintain insurance coverage and limits as identified and set forth in Attachment I, Insurance Requirements. Upon the execution of this contract, the Network Service Provider shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Managing Entity reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Network Service Provider shall notify the Managing Entity of legal actions taken against them or potential actions such as lawsuits related to services provided through this contract or that may impact the Network Service Provider's ability to deliver the contractual services, or adversely impact the Managing Entity or the Department. The Managing Entity's Network Manager shall be notified within ten (10) days of Network Service Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Network Service Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6 as identified and set forth in Attachment I, Incident Reporting. The Network Service Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800-96ABUSE). As required by Chapters 39 and 415, Fla. Stat., this provision is binding upon both the Network Service Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Network Service Provider shall, within thirty (30) days of the execution of this contract, submit to the Network Manager an emergency preparedness plan which shall include

provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that shall allow the Network Service Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. No later than twelve (12) months following the Managing Entity's original acceptance of a plan and every twelve (12) months thereafter, the Network Service Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- c. The Managing Entity agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Managing Entity may exercise oversight authority over such Network Service Provider in order to assure implementation of agreed emergency relief provisions.

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Network Service Provider's performance under this contract, and the performance of all of its officers, agents, and subcontractors in relation to this contract, are works for hire for the benefit of the Managing Entity and the Department, fully compensated for by the contract amount, and that neither the Network Service Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Managing Entity and the Department shall have exclusive rights to all data processing software falling within the terms of §119.084, Fla. Stat., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Network Service Provider is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply.

- a. If the Network Service Provider uses or delivers to the Managing Entity or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Network Service Provider during the term of this contract and use by the Managing Entity its employees, agents or contractors during the term of this contract and perpetually thereafter.
- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Network Service Provider or one of its subcontractors is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply, but the Managing Entity and the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. Real Property. Any state funds provided for the purchase of or improvements to real property are contingent upon the Network Service Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Network Service Provider agrees that, if it disposes of the property before the Managing Entity's interest is vacated, the Network Service Provider shall refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. Publicity.

- a. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Managing Entity written consent in each instance, use in advertising, publicity or any other promotional endeavor any Lutheran Service Florida Inc., or LSF Health Systems LLC., mark, the name of the Managing Entity mark, the name of the Managing Entity or affiliate or any officer or employee of the Managing Entity, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the Managing Entity, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.
- b. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any Department of Children and Families mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.

17. **Sponsorship.** As required by §286.25, Fla. Stat., if the Network Service Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Network Service Provider's name), LSF Health Systems LLC, and State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "LSF Health Systems LLC, and State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization. The Network Service Provider is required to request permission to use LSF Health Systems LLC, and State of Florida, Department of Children and Families sponsorship language prior to publicizing, advertising, or describing the sponsorship of the program.

18. **Employee Gifts.** The Network Service Provider agrees that it shall not offer to give or give any gift to any Managing Entity or Department employee. As part of the consideration for this contract, the parties intend that this provision shall survive the contract for a period of two (2) years. In addition to any other remedies available to the Managing Entity, any violation of this provision shall result in referral of the Network Service Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Network Service Provider's name on the suspended vendors list for an appropriate period. The Network Service Provider shall ensure that its subcontractors, if any, comply with these provisions.

19. **Invoices.** The Network Service Provider shall submit service data for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Network Service Provider shall submit bills for any travel expenses in accordance with §112.061, Fla. Stat., or at such lower rates as may be provided in this contract. The Network Service Provider is required to submit monthly service data into the Managing Entity's data system no later than the tenth (10th) of each month following the month of when the services were rendered as identified and set forth in Attachment I, Invoice Requirements.

20. **Final Invoice.** The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Network Service Provider fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Network Service Provider, and necessary adjustments thereto, have been approved by the Managing Entity. In the event the contract is renewed, either by extension or issuance of a new contract with the same parties; the final invoice requirements outlined in Attachment I of this contract shall prevail.

21. **Financial Consequences.** If the Network Service Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Managing Entity shall apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, shall be immediately due as an overpayment in accordance with Section 22, to the extent of such error.
22. **Overpayments.** The Network Service Provider shall return to the Managing Entity any overpayments due to unearned funds or funds disallowed that were disbursed to the Network Service Provider by the Managing Entity and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Network Service Provider or its independent auditor discovers that an overpayment has been made, the Network Service Provider shall repay said overpayment immediately without prior notification from the Managing Entity. In the event that the Managing Entity first discovers an overpayment has been made, the Network Manager, on behalf of the Managing Entity, shall notify the Network Service Provider of such findings. Should repayment not be made forthwith, the Network Service Provider shall be charged interest at the lawful rate of interest on the outstanding balance after Managing Entity notification or Network Service Provider discovery. Payments made for services subsequently determined by the Managing Entity to not be in full compliance with contract requirements shall be deemed overpayments. The Managing Entity shall have the right to offset or deduct from any amount due under this contract at any time, any amount due to the Managing Entity from the Network Service Provider under this or any other contract or agreement and payment otherwise due under this contract shall be deemed received regardless of such offset.
23. **Payment on Invoices.** Pursuant to §215.422, Fla. Stat., the Managing Entity has thirty (30) working days to inspect and approve goods and services unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoices received by the Managing Entity or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Fla. Stat., shall be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties shall be calculated at the daily interest rate of .03333%. Invoices returned to a Network Service Provider due to preparation errors shall result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar shall not be paid unless the Network Service Provider requests payment. Payment shall be made only upon written acceptance by the Managing Entity and shall remain subject to subsequent audit or review to confirm contract compliance. The Managing Entity shall pay the Network Service Provider for services properly performed hereunder in accordance with the terms and conditions of Attachment I, Method of Payment. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month. All payments by the Managing Entity to Network Service Provider are expressly and unequivocally contingent upon and subject to the Managing Entity's receipt of such payment from the Department.
24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in §215.422, Fla. Stat., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25. Records, Retention, Audits, Inspections, and Investigations.

- i. The Network Service Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Managing Entity under this contract.
- ii. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Network Service Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Managing Entity and/or the Department.
- iii. Upon demand, at no additional cost to the Managing Entity and/or the Department, the Network Service Provider shall facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.ii.
- iv. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Managing Entity and/or the Department.
- v. At all reasonable times for as long as records are maintained, persons duly authorized by the Managing Entity, the Department, and Federal auditors, pursuant to 2CFR § 200.336, shall be allowed full access to and the right to examine any of the Network Service Provider's contracts and related records and documents, regardless of the form in which kept.
- vi. A financial and compliance audit shall be provided to the Managing Entity as specified in this contract and in Attachment III.
- vii. The Network Service Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, Fla. Stat.).
- viii. No record may be withheld nor may the Network Service Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. Public Records: The Network Service Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), Fla. Stat., as prescribed by §119.07(1) Fla. Stat., made or received by the Network Service Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Network Service Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Managing Entity may unilaterally terminate the contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Fla. Stat. Any claim by Network Service Provider of trade secret (proprietary) confidentiality for any information contained in Network Service Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract shall be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
- b. The Network Service Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed

to be applicable to different portions of the protected information, the Network Service Provider shall include information correlating the nature of the claims to the particular protected information.

- c. The Managing Entity and the Department, when required to comply with a public records request including documents submitted by the Network Service Provider, may require the Network Service Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Network Service Provider fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Network Service Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Network Service Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. **Information Security.** The Network Service Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Network Service Provider with, the following information security requirements whenever the Network Service Provider or its subcontractors have access to Managing Entity and/or Department information systems or maintain any client or other confidential information in electronic form::

- a. An appropriately skilled individual shall be identified by the Network Service Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Managing Entity's security staff and shall maintain an appropriate level of data security for the information the Network Service Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all who request or have access, through the Network Service Provider's access, to any Managing Entity and/or Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the Managing Entity and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Network Service Provider's performance under this contract.
- b. The Network Service Provider shall provide the latest Departmental Security Awareness Training to all who request or have access including subcontractors, through the Network Service Provider's access, to Managing Entity and/or Departmental information systems or any client or other confidential information upon hire and repeated on an annual basis.
- c. All who request access or have access, through the Network Service Provider's access, to Managing Entity and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the Network Manager. The Network Service Provider shall require the same of all subcontractors.
- d. The Network Service Provider shall prevent unauthorized disclosure or access, from or to Managing Entity and/or Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2. The Network Service Provider shall require the same of all subcontractors.

- e. The Network Service Provider agrees to notify the Network Manager as soon as possible, but no later than five (5) working days following the determination of any potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors.
- f. The Network Service Provider shall, at its own cost, comply with section §501.171, Florida Statutes. The Network Service Provider shall also, at its own cost, implement measures deemed appropriate by the Managing Entity to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors

29. Financial Penalties for Failure to Take Corrective Action.

- a. In accordance with the provisions of §402.73(1), Fla. Stat., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless the Managing Entity determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment, the Managing Entity may deduct the amount of the penalty from invoices submitted by the Network Service Provider.

30. The Following Termination Provisions Apply to this Contract:

- a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Managing Entity without cause upon no less than thirty (30) calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this contract becomes unavailable, the Managing Entity may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. The Managing Entity shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Network Service Provider fails to fully comply with the terms and conditions of this contract, the Managing Entity may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Network Service Provider after Network Service Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Managing Entity specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Managing Entity may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Managing Entity's failure to demand performance of any provision of this contract shall

not be deemed a waiver of such performance. The Managing Entity's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Managing Entity's right to remedies at law or in equity.

- d. Failure to have performed any contractual obligations under any other contract with the Managing Entity in a manner satisfactory to the Managing Entity shall be a sufficient cause for termination. To be terminated as a Network Service Provider under this provision, the Network Service Provider must have: (1) previously failed to satisfactorily perform in a contract with the Managing Entity, been notified by the Managing Entity of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Managing Entity; or (2) had a contract terminated by the Managing Entity for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under Paragraphs a. or b., the Network Service Provider shall be compensated for any work satisfactorily completed.

31. Transition Activities. Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service shall continue through another provider upon the expiration or earlier termination of this contract, the Network Service Provider shall complete all actions necessary to smoothly transition service to the new provider. The Network Service Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in the Managing Entity approved Transition Plan. Such activities shall be without additional compensation and shall include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer. Requirements for the Transition Plan are further described in Attachment I hereto.

32. Dispute Resolution.

- a. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Managing Entity, which shall be reduced to writing and a copy of the decision shall be provided to the Network Service Provider by the Network Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Managing Entity's decision, the Network Service Provider delivers to the Network Manager a petition for alternative dispute resolution.
- b. After receipt of a petition for alternative dispute resolution the Managing Entity and the Network Service Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Network Service Provider concerning this contract.
- c. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.
- d. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.
- e. This provision shall not limit the parties' rights of termination under Section 30.

33. Other Terms.

- a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.
- b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment here to, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.
- c. The Network Service Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of §403.7065, Fla. Stat.
- d. The Managing Entity is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Managing Entity has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Managing Entity's Network Service Providers shall either be accredited, have a plan to meet national accreditation standards, or shall initiate a plan within a reasonable period of time.
- e. The Department of Economic Opportunity and Workforce Florida: The Network Service Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Managing Entity and the Department encourages Network Service Provider participation with the Department of Economic Opportunity and Workforce Florida.
- f. Transitioning Young Adults: The Network Service Provider understands the Managing Entity's interest in assisting young adults aging out of the dependency system. The Managing Entity encourages Network Service Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.
- g. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
- h. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.
- i. The Network Service Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Managing Entity or a Network Service Provider of services to the Managing Entity.
- j. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
 - i. This Standard Contract
 - ii. Attachment I and other attachments, if any
 - iii. Any documents incorporated into this Standard Contract by reference
 - iv. Any documents incorporated into any attachment by reference

34. **Survival of Terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Network Service Provider and remedies available to the Managing Entity are intended to survive the "ending date" or an earlier termination of this contract. The Network Service Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.
35. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Managing Entity's operating budget. Requests for modification are outlined in Attachment I, Requests for Modification.
36. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Network Service Provider is required to comply with the following requirements, as applicable to its performance under this contract. Network Service Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.
- a. **Federal Law**
- i. If this contract contains federal funds, the Network Service Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.
 - ii. If this contract contains \$10,000 or more of federal funds, the Network Service Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
 - iii. If this contract contains over \$150,000 of federal funds, the Network Service Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations 40 CFR, Part 30. The Network Service Provider shall report any violations of the above to the Managing Entity.
 - iv. No federal funds received in connection with this contract may be used by the Network Service Provider, or agent acting for the Network Service Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Network Service Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Network Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Network Manager, prior to payment under this contract.
 - v. If this contract contains federal funds and provides services to children up to age 18, the Network Service Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
 - vi. Unauthorized aliens shall not be employed. The Managing Entity shall consider the employment of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and Section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Managing Entity. The Network Service

Provider and its subcontractors shall enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

- b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Network Service Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Network Service Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable, and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Network Service Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Network Service Providers that have fifteen (15) or more employees.
- c. **Use of Funds for Lobbying Prohibited.** The Network Service Provider shall comply with the provisions of §§11.062 and 216.347, Fla. Stat., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- d. **Public Entity Crime and Discriminatory Contractors.** Pursuant to §§287.133 and 287.134, Fla. Stat., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- e. **Scrutinized Companies.** If this Contract is for an amount of \$1 million or more, the Managing Entity may terminate this contract at any time the Network Service Provider is found to have submitted a false certification under § 287.135, Fla. Stat., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- f. **Federal Funding Accountability and Transparency Act.** The Network Service Provider will compete and sign the FFATA Certification of Executive Compensation Report Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal funds (as determined over its entire term.) The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.
- g. **Health Insurance Portability and Accountability Act.** The Network Service Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

h. **Whistle-blower's Act Requirements.** In accordance with §112.3187(2), Fla. Stat., the Network Service Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Network Service Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

i. **Support to the Deaf or Hard-of-Hearing.**

- i. The Network Service Provider and its subcontractors, where direct services are provided, shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
- ii. If the Network Service Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Service Provider and subcontractor shall each designate a Single Point of Contact (SPOC) (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Network Service Provider's Single Point of Contact and that of its subcontractors shall process the compliance data into the Department's HHS Compliance reporting database by the 5th business day of the month at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html, covering the previous month's reporting, and forward confirmation of submission to the Network Manager by the 10th business day of the month. The Network Service Provider's subcontract must submit the compliance data to the Network Service Provider, the Network Service Provider must then compile the information with its own compliance data and enter into the database. The name and contact information for the Network Service Provider's Single Point of Contact shall be furnished to the Managing Entity's Network Manager and the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.
- iii. The Network Service Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact shall ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Service Provider's Single Point of Contact.
- iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Network Service Providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This must be completed upon hire and when the SPOC changes. This attestation shall be maintained in the employee's personnel file.
- v. The Network Service Provider's Single Point of Contact shall ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by Network Service Providers and subcontractors. The approved Notices can be downloaded through the Internet at: <https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/providers/>.

- vi. The Network Service Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Network Service Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to both, the Managing Entity and the Department of Children and Families Office of Civil Rights.
- vii. If the customer or companion is referred to other agencies, the Network Service Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.
- viii. The Managing Entity and the Department requires each contract/subcontract provider agency's employees to complete the online training annually: Serving our Customers Who are Deaf or Hard of Hearing, and sign the Attestation of Understanding. Employees shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
- ix. Additional guidance can be found by reference in Attachment I.
- j. **Employment Screening.** The Network Service Provider shall ensure that all staff utilized by the Network Service Provider and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.451, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
 - i. Employment history check;
 - ii. Fingerprinting for all criminal record checks;
 - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
 - iv. Federal criminal records checks from the Federal Bureau of Investigations via the FDLE; and
 - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
 - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Network Service Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Network Service Providers is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/

Employment Eligibility Verification (E-Verify) requirements is identified and set for in Attachment I, Employment Eligibility Verification (E-Verify).

- k. **Human Subject Research.** The Network Services Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46 and 42 U.S.C. § 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.
- l. **Coordination of Contracted Services.** Section 287.0575, Fla. Stat. mandates various duties and responsibilities for certain state agencies and their contracted service providers and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs and Department of Veterans Affairs, where applicable. For the

purposes of this disclosure, this contract shall be disclosed as a qualified contract based on the subcontractor relationship with the Department of Children and Families.

In accordance with § 287.0575(2), Fla. Stat., each Network Service Provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of its health and human services contracts to the respective Contract Manager/Network Manager. The list must include the following information:

- i. Name of each contracting state agency and the applicable office or program issuing the contract;
- ii. Identifying name and number of the contract;
- iii. Starting and ending date of each contract;
- iv. Amount of each contract;
- v. A brief description of the purpose of the contract and the types of services provided under each contract;
- vi. Name and contact information of each Contract Manager.

37. Managing Entity contract with The Department. The contract between the Managing Entity, LSF Health Systems, and The Department is incorporated herein by reference. The contract is available on the LSF Health Systems' website: <https://www.lsfhealthsystems.org/contract-documents/>.

By Signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this seventy-four page contract to be executed by their undersigned officials as duly authorized.

NETWORK SERVICE PROVIDER:

School District of Clay County - SEDNET

Signature: _____

Print/Type:

Name: _____

Title: _____

Date: _____

Federal Tax ID# (or SNN): 59-6000552

Provider Fiscal Year Ending Date: 06/30

MANAGING ENTITY:

Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC

Signature: _____

Print/Type:

Name: Dr. Christine Cauffield

Title: CEO

Date: _____

ATTACHMENT I

A. Services to Be Provided

1. Definition of Terms

a. Contract Terms

Unless specifically defined in this contract, definitions for terms used in this document can be found in the Department's **Exhibit A1 - Program and Service Specific Terms**, which is incorporated herein by reference and may be located using the following link for the appropriate fiscal year:

<https://www.myflfamilies.com/service-programs/samh/managing-entities>

b. Program/Service Specific Terms

(1) Acute Care Services Utilization Database (ACSU). Defined pursuant to §394.9082(10), Fla. Stat

(2) Behavioral Health Network (BNet). A statewide network of providers of Behavioral Health Services that serve children with mental health or substance use disorders, who are ineligible for Medicaid, and are determined eligible for Title XXI of the United States Public Health Services Act.

(3) Behavioral Health Services. Substance Abuse and Mental Health (SAMH) Services defined pursuant to §394.9082(2)(a), F.S.

(4) Bed Count. The Network Service Provider's daily census, which reflects the number of beds occupied and the number of beds vacant.

(5) Block Grants. The Community Mental Health Block Grant (CMHBG), pursuant to 42 U.S.C. § 300x, et. seq. and 45 C.F.R. Section 96.30 and the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to 42 U.S.C. § 300x-21, et. seq.

(6) Community Prevention. Strategies and activities aimed at changing community conditions related to substance abuse. It is aimed at larger universal populations and selected sub-populations, does not track specific individuals and includes environmental strategies designed to change one (1) or more community conditions.

(7) Completed Treatment Plan/Service Plan: Network Services Providers shall ensure all treatment plan/service plans and treatment plan reviews/service plan reviews must be signed and dated by the client, legal guardian (as applicable for minors) and the service provider team member(s) to be considered complete. Exceptions to the requirement for signature of the client's legal guardian are outlined in Chapter 397 and 394 F.S.

(8) Consumer Satisfaction Survey. The SAMH Community Consumer Satisfaction Survey (SCCSS) is the survey instrument to be administered, collected, and submitted by the Network Service Provider as defined by the Managing Entity in this contract. The SCCSS meets the Federal data requirements of the Consumer-Oriented Mental Health Report Card.

(9) Continuous Quality Improvement (CQI). Internal and external improvements in service provision and administrative functions. These functions include the systematic ongoing process of improving performance, both in process and end of process indicators, in order to meet the valid requirements of Individuals Served. For purposes of this contract, CQI shall include quality assurance functions including, but

not limited to, periodic internal review activities conducted by the Network Service Provider and external review activities conducted by the Managing Entity and the Department to assure that the agreed upon level of service is achieved and maintained by the Managing Entity and its Network Service Providers. CQI shall also include assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures, and, validating quality improvement systems and findings.

(10) Co-occurring Disorder. Any combination of mental health and substance abuse in any individual, whether or not they have been already diagnosed.

(11) Coordinated System of Care. As defined by s. 394.9082(2)(b), F.S.

(12) Crisis-Diversion Respite Services. A short term residential alternative to inpatient psychiatric hospitalization for individuals experiencing an acute psychiatric episode.

(13) Cultural and Linguistic Competence. A set of congruent behaviors and policies that come together in a system, agency, or amongst professionals that enable effective work in cross-cultural situations that provide services that are respectful and responsive to both cultural and linguistic needs.

(14) DCF Data System Guidelines. A document promulgated by the Department that contains required data-reporting elements for substance abuse and mental health services, and which can be found at the DCF website.

(15) Department. Florida Department of Children and Families, unless otherwise stated.

(16) Electronic Health Record (EHR). Defined pursuant to §408.051(2)(a), Fla. Stat.

(17) Evidence-Based Practice (EBP). Defined pursuant to Evidence-Based Practice Guidelines – Incorporated Document 2, which is incorporated herein by reference, and is available online.

(18) Incorporated Document. A document used to expand or more fully explain the terms and/or conditions of a contract which is incorporated as part of the original contract. Not all incorporated documents are directly applicable to all Network Service Providers, but are provided as reference and guidance.

(19) Indigent Psychiatric Medication Program, also known as the Indigent Drug Program (IDP). Behavioral Health Services provided pursuant to §394.676, F.S.

(20) Individual(s) Served. An individual who receives substance abuse or mental health services, the cost of which is paid, either in part or whole, by the Managing Entity with Department appropriated funds or local match (matching).

(21) Juvenile Incompetent to Proceed (JITP). "Child," "juvenile", or "youth" as defined in §985.03(6), Fla. Stat., deemed incompetent to proceed for accused crimes as specified in §985.19, Fla. Stat.

(22) Local Match (Matching). Pursuant to §394.74(2)(b), F.S., and §394.76, F.S., and governed by Rule 65E-14.005, F.A.C.

(23) Managing Entity. As defined pursuant to §394.9082(2)(e), F.S.

(24) Mental Health Services. Defined pursuant to §394.67(15), F.S.

(25) Mental Health Treatment Facilities. Civil and forensic state Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient

treatment by a circuit court and pursuant to Chapter 394, or Chapter 916, Fla. Stat.

(26) Network Service Provider. A direct service agency providing Substance Abuse or Mental Health Services that is under contract with the Managing Entity and referred to collectively as the "Network." The Network shall consist of a comprehensive array of Behavioral Health Services and programs that are designed to meet the local need, are accessible and responsive to the needs of Individuals Served, their families, and community stakeholders and include the essential elements of a coordinated system of care specified in s. 394.4573(2), F.S.

(27) Operational Costs. The allowable direct expenses incurred by a Network Service Provider in performing its contracted functions and delivering its contracted services.

(28) Payor Class. Defined pursuant to §394.461(4)(b), Fla. Stat.

(29) Prevention. A process involving strategies aimed at the individual or the environment which preclude, forestall, or impede the development of substance abuse problems and promote healthy development of individuals, families, and communities.

(30) Program Description. The document the Network Service Provider prepares and submits to the Managing Entity for approval prior to the start of the contract period, which provides a detailed description of the services to be provided under the contract pursuant to Rule 65E-14.021, F.A.C. It includes, but is not limited to, a detailed description of each program and covered service funded in the contract, the geographic service area, service capacity, staffing information, and client and target population to be served.

(31) Projects for Assistance in Transition from Homelessness (PATH). A federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.

(32) Protected Health Information (PHI). Any information whether oral or recorded in any form or medium that is created or received by a health care Network Service Provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

(33) Risk Assessment. A process for evaluating the threat of damage, loss, liability, or other negative occurrence caused by external or internal vulnerabilities that may be avoided through pre-emptive action. An effective Risk Assessment prioritizes the extent and degree of appropriate monitoring activities conducted by the Managing Entity of Network Service Providers. Risk Assessment results shall guide annual monitoring plans including decisions regarding type (desk review, on-site), frequency (annual, quarterly, or monthly), and level of detail (aggregate or client level data). The Managing Entity's Risk Assessment for the SOC shall evaluate each Network Service provider on factors identified by an internal risk assessment committee in compliance with contractual and regulatory requirements.

(34) Safety Net. The publicly funded Behavioral Health Services and providers that have either historically received or currently receive funding appropriated to the Department by the General Appropriations Act (GAA). The Safety Net is intended to provide funding to Network Service Providers for expenditures that would otherwise be uncompensated costs for services provided to individuals in need of services.

(35) Stakeholders. Individuals or groups with an interest in the provision of treatment services for individuals with substance use, mental health, and co-occurring disorders in the county(ies) outlined in Section A.2.a.(1), of this contract. This includes, but is not limited to, the key community constituents included in §394.9082(5), F.S.

(36) State Mental Health Treatment Facilities. State Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient treatment by a circuit court and pursuant to Chapter 394, F.S. or Chapter 916, F.S.

(37) Statewide Inpatient Psychiatric Programs (SIPP). Medicaid-funded services to children under age 18 provided in a residential treatment center or hospital, licensed by the Agency for Health Care Administration (AHCA), which provides diagnostic and active treatment services in a secure setting. SIPP providers must be under contract with AHCA and provide these services in accordance with Chapter 394, F.S., Chapter 408, F.S., Chapter 409, F.S., and Rule 65E-9.008(4), F.A.C.

(38) Submission of Information. The Submission of Information form is the tool through which the Network Service Provider shall make a formal request of the Managing Entity to modify the terms under this contract including changes related to funding and programming.

(39) Submit. Unless otherwise specified, the term "Submit" as used in this attachment shall be construed to mean submission of a contractual requirement to the Managing Entity Network Manager.

(40) Substance Abuse and Mental Health Data System (SAMH Data System). Collectively, the Department's web-based data systems for reporting substance abuse and mental health services, including the Substance Abuse and Mental Health Information System (SAMHIS), the Performance Based Prevention System (PBPS), the Financial and Service Accountability Management System (FASAMS) or any replacement systems identified by the Department for the reporting of data by the Managing Entity and all Network Service Providers in accordance with this contract.

(41) Substance Abuse Services. Substance abuse prevention and treatment services pursuant to §397.311(26), F.S.

(42) Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR). A Substance Abuse and Mental Health Services Administration (SAMHSA) technical assistance initiative designed to help individuals increase earlier access to SSI and SSDI through improved approval rates on initial Social Security applications by providing training, technical assistance, and strategic planning to Network Service Providers.

(43) Temporary Assistance to Needy Families (TANF). As defined by 42 U.S.C. ss. 601, et seq., and Chapter 414, F.S.

(44) Treatment Plan/Service Plan: The individualized treatment plan and/or service plan is an individual document developed by treatment staff and the client, which depicts goals and objectives for the provision of services within specific treatment environments.

(45) Treatment Plan/Service Plan Review: The treatment plan/service plan review is a process conducted to ensure that treatment goals, objectives and services continue to be appropriate to the client's needs and to assess the client's progress and continued need for services. The treatment plan/service plan review requires the participation of the client and legal guardian (as required) and the treatment team

identified in the client's individualized treatment plan as responsible for addressing the treatment needs of the client. This must be completed in the timelines outlined in State and Federal Laws, Rules and Regulations. All efforts to meet timeframes shall be documented in progress notes (i.e. documentation of client session cancellations, client no-shows to appointments, etc.).

(46) Wait List. The Network Service Provider's requirement to track and provide wait list information in the manner provided by Management Entity. A master wait list for the SOC is maintained by a Managing Entity and shows:

- (a) The number of individuals waiting for access to the recommended service or program;
- (b) The length of time each individual has been on the wait list; and
- (c) The interim services provided to the individual.

2. General Description

a. General Statement

(1) The Managing Entity is contracting with School District of Clay County - SEDNET, as a Network Service Provider, to provide publicly funded Behavioral Health Services, as specified in this contract and in the approved program descriptions, pursuant to § 394.9082, Fla. Stat. The services and programs specified in this contract shall be available in the following county(ies): Duval, Clay, Nassau. The Network Service Provider understands, however, that Individuals who reside in any of the counties of the State of Florida can be served by this contract as required by law.

Funding appropriated through the Department of Children and Families for behavioral health services is for the benefit of the state of Florida as a whole. The county of residence of a person seeking behavioral health services shall not be a component of a determination of eligibility for reimbursement by the Managing Entity. Eligibility for behavioral health services funded by this contract is determined by §394.674, Fla. Stat., which does not include provision to take into account where the person seeking service resides. Therefore, the Network Service Provider understands that it is important that there is no wrong door to a person accessing services and the imposition of any residency requirement is inconsistent with this. The Department considers this to be an essential element of the behavioral health safety net, referred to in §394.9082(5)(c), Fla. Stat.

(2) The Managing Entity contracts with qualified service providers to establish a network to provide Behavioral Health Services to children, adolescents, adults, and elders, in accordance with Chapters 394, 397, 916, and §985.03, Fla. Stat., and that is consistent with the State Substance Abuse and Mental Health Services Plan dated January 2013, or the latest version thereof.

b. Authority

Sections 20.19, 39.001(2), 39.001(4), 394.457(3), 394.74, 394.9082, 397.305(2), 397.305(3), 397.321(4), Fla. Stat., and Chapter 916, Fla. Stat., provide the Managing Entity with the authority to contract for these services. Additional details regarding the statutory and regulatory framework applicable to this contract are provided in **State and**

Federal Laws, Rules, and Regulations – Incorporated Document 3, incorporated herein by reference.

c. Scope of Service

(1) The Network Service Provider is responsible for the administration and delivery of Behavioral Health Services to the target population(s) identified in **Section A.3. "Individuals to be Served"** and in accordance with the outcome measures outlined in **Exhibit B - Performance Outcome Measures** of this contract, pursuant to §394.674, Fla. Stat., and in compliance with federal requirements.

(2) The Network Service Provider shall comply with all applicable federal and state laws and regulations. In addition, the Network Service Provider shall comply with all policies, directives and guidelines published by the Managing Entity and the Department as of the date of contract execution. In the event the Managing Entity and/or the Department have cause to amend policies, directives, or guidelines, after contract execution, the Managing Entity and/or the Department shall provide electronic notice to the Network Service Provider.

(3) If receiving **Substance Abuse Prevention and Treatment Block Grant (SAPTBG)** and the **Community Mental Health Block Grant (CMHBG)**, the Network Service Provider shall be responsible for compliance with the applicable requirements. The Managing Entity shall provide technical assistance to the Network Services Provider. The Network Services Provider agrees that failure to comply with the requirements of these federal block grants represents a material breach of this contract, and shall subject the Network Service Provider to performance deficiencies.

3. Individuals to be Served

a. General Description

(1) The Network Service Provider shall provide Behavioral Health Services to eligible individuals of the target population(s) checked below as detailed in **Section A.3.b.**, and, where applicable as per this contract, to individuals residing in civil and forensic state Mental Health Treatment Facilities pursuant to §394.4573, Fla. Stat., and Rule 65E-15.031 and 65E-15.071, F.A.C.

(2) The Network Service Provider shall serve the following **Minimum Number of Individuals** within the activities listed in **Exhibit L - Covered Service Rates by Program**:

Individuals to be Served

	Service Category	FY Target
Adult Mental Health	Residential Care	0
	Outpatient Care	0
	Crisis Care	0
	State Hospital Discharges	0
	Peer Support Services	0
Children's Mental Health	Residential Care	0
	Outpatient Care	238
	Crisis Care	0
Adult Substance Abuse	Residential Care	0
	Outpatient Care	0
	Detoxification	0
	Women's Specific Services	0
	Injecting Drug Users	0
	Peer Support Services	0
Children's Substance Abuse	Residential Care	0
	Outpatient Care	76
	Detoxification	0
	Prevention	0

b. Eligibility of Individuals Served

(1) The Network Service Provider shall deliver Behavioral Health services to eligible persons pursuant to §394.674, Fla. Stat., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in sections (a) through (i), below. Persons in categories (a) and (b) are specifically identified as persons to be given immediate priority over those in any other categories.

(a) Pursuant to 45 C.F.R. §96.131, any Network Service Provider receiving SAPT block grant funding shall give priority admission to pregnant women and women with dependent children;

(b) Pursuant to 45 C.F.R. §96.126, compliance with interim services, for injection drug users, by Network Service Providers receiving SAPT Block Grant funding and treating injection drug users;

(c) Priority for Behavioral Health Services shall be given to families with children that have been determined to require substance abuse and/or mental health services by child protective investigators and also meet the target populations in subsections (i) or (ii), below. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source;

i. Parents or caregivers in need of adult mental health services pursuant to §394.674(1)(a)2., Fla. Stat., based upon the emotional crisis experienced from the potential removal of children; and

ii. Parents or caregivers in need of adult substance abuse services pursuant to §394.674(1)(c)3., Fla. Stat., based on the risk to the children due to a substance use disorder.

(d) Individuals who reside in civil and forensic state Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility pursuant to §394.4573, Fla. Stat., Rules 65E-15.031 and 65E-15.071, F.A.C.;

(e) Individuals who are voluntarily admitted, involuntarily examined or placed under Part I, Chapter 394, Fla. Stat.;

(f) Individuals who are involuntarily admitted under Part V, Chapter 397, Fla. Stat.;

(g) Residents of assisted living facilities as required in §394.4574 and §429.075, Fla. Stat.;

(h) Children referred for residential placement in compliance with Chapter 65E-9.008(4), F.A.C.;

(i) Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47; and

(2) In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services shall be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA).

c. Determination of Individuals Served

(1) The Network Service Provider must comply with the Department's eligibility requirements for Individuals Served, as specified in the **State and Federal Laws, Rules, and Regulations – Incorporated Document 3**, which is incorporated herein by reference.

(2) Under no circumstance shall an individual's county of residence be a factor in determining eligibility to access services.

(3) The Network Service Provider shall attest and certify as to each monthly data submission for invoicing that, at the time of submission, no other funding source was known for the included services. This attestation shall be contained in the body of the electronic message when submitting the invoice.

(4) In the event of an eligibility dispute, the determination made by the Managing Entity in accordance with the Department and its regulations is final and binding on all parties. The Department, in accordance with state law, is exclusively responsible for defining eligibility of Individuals Served for services provided through this contract. The Managing Entity shall apply this definition to persons on a case-by-case basis.

d. Contract Limits

(1) The Network Service Provider may not seek reimbursement from the Managing Entity for services not specified in this contract, or for services provided in excess of

the funding amount specified in **Exhibit C - Projected Operating and Capital Budget**.

(2) The Managing Entity's obligation to pay for services provided under this contract is expressly limited by the availability of funds and subject to annual appropriations by the Department and the Legislature.

(3) The Network Service Provider is expressly prohibited from authorizing or incurring indebtedness on behalf of the Managing Entity or the Department.

(4) The Network Service Provider is expressly prohibited from utilizing accounting practices or redirecting funds to circumvent legislative intent.

(5) Services paid for under this contract shall only be provided to eligible children and adults as outlined in **Section A.3.a. and A.3.b.**, receiving authorized services within the service area outlined in **Section A.2.a.(1)**.

(6) The Network Service Provider may not enter into grant agreements with a for-profit entity using Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and Community Mental Health Block Grant (CMHBG) funds. Restriction on the use of funds may be obtained from the **Exhibit K - Federal Block Grant Requirements**, which is incorporated herein by reference and may be located on the Managing Entity's website.

B. Manner of Service Provision

1. Service Tasks

a. The Network Service Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

(1) Participation in the SOC

(a) As per this contract, the Network Service Provider is part of an integrated network that promotes recovery and resiliency, and meets the Behavioral Health Service needs for the community. As part of the SOC, the Network Service Providers services and programs shall be accessible and responsive to individuals, families, and community Stakeholders, including, as applicable by this contract:

a. Residents of assisted living facilities as required in §394.4574 and §429.075, Fla. Stat.;

b. Persons ordered into involuntary outpatient placement in accordance with §394.4655, Fla. Stat.;

c. Eligible children referred for residential placement in compliance with the guidance provided in Rule 65E-9.008(4), F.A.C. and the guidance document **Residential Placements Using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process – Incorporated Document 6** which is incorporated herein by reference;

d. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47;

e. Forensic-involved individuals pursuant to CFOP 155-18 and the guidance document **Outpatient Forensic Mental Health Services – Incorporated Document 7** which is incorporated herein by reference;

f. Individuals that are currently in civil and forensic state Mental Health Treatment Facilities, committed pursuant to Chapter 394, or 916, Fla. Stat. The guidance document **State Mental Health Treatment Facility Admission and Discharge Processes – Incorporated Document 8** is incorporated herein by reference.

g. Individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility. This shall include diversionary community treatment and services prior to admission.

(b) As part of the SOC, the Network Service Provider shall collaborate with the Managing Entity to provide an adequate and reasonable network of services and programs in terms of geographic distribution to meet the service needs of consumers without excessive time and travel requirements.

(c) The Network Service Provider shall collaborate with the Managing Entity and diverse Stakeholder groups to develop and administer community-focused Behavioral Health Services with community input.

(d) Any Network Service Provider delivering substance abuse and/or mental health treatment, prevention, and supportive services shall ensure the administration and delivery of appropriate EBPs.

(e) If applicable per this contract, the Network Service Provider shall coordinate the transition of individuals identified as discharge ready from the civil state Mental Health Treatment Facilities back to the community.

(2) Utilization Management

(a) The Network Service Provider shall develop and implement utilization management strategies that shall, at minimum, address the following areas:

- a. Delivery of quality, clinically necessary services to eligible individuals in a timely fashion;
- b. Improvement of clinical outcomes;
- c. Guidelines, standards, and criteria set by regulatory and accrediting agencies are adhered to, as appropriate, for the client population;
- d. Clinical evidence is used to make utilization management decisions, taking into account the local SOC and the individual's circumstances; and
- e. The utilization management strategies are integrated with the Network Service Provider's Continuous Quality Improvement (CQI) activities.

(3) Participation in Network Service Provider Monitoring

(a) The Network Service Provider acknowledges that the Managing Entity shall engage and monitor the Network Service Provider, both administratively and programmatically, in accordance with §402.7305, Fla. Stat., §394.741, Fla. Stat. and CFOP 75-8. While the Managing Entity will, under most circumstances, provide prior written notice to the Network Service Provider of a scheduled monitoring visit, this is not required in all situations.

(b) The Managing Entity shall perform Risk Assessments to develop an annual monitoring schedule of its networked service providers. The monitoring schedule shall distinguish between onsite monitoring and desk reviews. The Network Service Provider acknowledges that the Managing Entity reserves the right to monitor the Network Service Provider at any time during the contract period.

(c) Where applicable as per this contract, the Managing Entity shall review a sample of case management records to verify that services identified in the community living support plan for individuals residing in Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to §394.4574, Fla. Stat.

(d) The Network Service Provider shall notify the Managing Entity within 24 hours of conditions related to the Network Service Provider's performance that may interrupt the continuity of service delivery or involve media coverage.

(e) The Network Service Provider shall use the results of their compliance monitoring, quality improvement reviews, and achievement of performance outcomes measures to improve the quality of services they provide.

(f) The Network Service Provider shall develop a written fraud and abuse prevention policy and procedure within sixty (60) days of execution that complies with all state and federal requirements applicable to all funding categories covered through this contract. This policy and procedure shall be made available to the Managing Entity upon request.

(g) The Network Service Provider must maintain compliance with background screening for all staff and volunteers in accordance with the Lutheran Services Florida Standard Contract.

(h) The Network Service Provider is required to:

1. Afford access to services based on the needs of the Individuals Served;
2. Possess all licenses and credentials necessary to legally render the services being provided; and
3. Facilitate the execution of a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC), County Health Department (CHD), publicly funded medical clinic, or tax-assisted hospital, with the exception of those Network Service Providers that only provide non-client specific services.

(i) The Network Service Provider shall be monitored by the Managing Entity in compliance with §394.741, §402.7306, Fla. Stat, and the Managing Entity's internal Policies and Procedures.

(4) Continuous Quality Improvement (CQI)

(a) The Network Service Provider shall maintain CQI activities that ensure the provision of quality Behavioral Health Services and consistently achieves positive outcomes. The Network Service Provider shall incorporate trending data from incidents and complaints into the quality improvement process to mitigate risk and improve quality of services.

(b) The Network Service Provider acknowledges that Managing Entity shall communicate any identified performance issues and/or trends to the Network Service Provider and the Department.

(c) The Network Service Provider shall actively participate in the Managing Entity and the Department's local and statewide processes for quality assurance and quality improvement.

(5) Training

(a) The Network Service Provider shall implement training of its staff which incorporates best practices identified by nationally recognized organizations in behavioral health, EBPs, and findings from monitoring, clinical supervision, and CQI.

(b) The Network Service Provider is required to promote the implementation of EBPs through:

1. Sub-contracting requirements;
2. Program development and design;
3. Staff Development and Training; and
4. A quality improvement process that includes internal monitoring of the implementation of EBPs.

(c) Documentation of the Network Service Provider's staff development and training must be maintained by the Network Service Provider and be available for review by the Managing Entity upon request.

(6) Data Collection, Reporting, and Analysis

(a) The Network Service Provider shall develop and implement policies and procedures that protect and maintain the confidentiality of sensitive information of Individuals Served, relative to paper and computer-based file system (mainframes, servers and laptops).

(b) The Network Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. and 45 C.F.R. Part 164, and require that all subcontractors that come into contact with protected health information comply with HIPAA.

(c) The Network Service Provider shall develop and submit within thirty (30) days prior to termination or transition of program services or ninety (90) days prior to contract expiration, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with the **Managing Entity Expiration/Termination Transition Planning Requirements – Incorporated Document 11**, which is incorporated herein by reference. The plan shall comply with HIPAA and 42 C.F.R. requirements. The Lutheran Services Florida Standard Contract sets forth and outlines the termination provisions and transition activities of this contract.

(d) The Network Service Provider must maintain accurate and timely data entry required for performance outcomes measurement, in accordance with the DCF Data System Guidelines, and §394.74(3)(e), Fla. Stat. The data must enable costs to be tracked by service level covered service, service utilization by type and recipient, quality of care, access to services, all facets of utilization management, and outcomes for each Individual Served within the SOC.

(e) The Network Service Provider shall electronically submit data, as specified in DCF Data System Guidelines, to the Managing Entity in the manner provided by Managing Entity by the tenth (10th) of each month.

(f) The Network Service Provider is responsible for notifying the Network Manager within five (5) business days of any changes to all Managing Entity reporting system, Department web portal accounts, including access the IRAS

and the Department of Corrections (DOC) Aftercare Referral System, as applicable, the Network Service Provider's organization and this contract.

(g) The Network Service Provider's data officer or designee shall participate in the Managing Entity's Director of Data Analytics conference calls or meetings.

(h) The Network Service Provider is responsible for the fidelity and validity of submitted data provided to the Managing Entity.

(i) The Network Service Provider shall correct any erroneous/rejected records for resubmission to the Managing Entity in the manner provided by the Managing Entity within ten (10) business days of receipt of error/rejection message. In the event that correction is not possible, the Network Service Provider will collaborate with the Managing Entity to correct the error as quickly as possible.

(j) In the event the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data rejections and outlines a solution to correctly submit the required records.

(k) The Managing Entity will provide a monthly data acceptance rate report to the Network Service Provider. The Network Service Provider shall maintain a minimum ninety five percent data acceptance rate. In the event the Network Service Provider's total monthly submission per data set results in an acceptance rate less than ninety five percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data deficiencies and outlines a solution to correctly submit the required records.

(l) Pursuant to §394.461(4)(a)-(c), Fla. Stat., any Network Service Provider that has a facility designated as a public receiving facility, and is a part of the Managing Entity's SOC, shall report the appropriate SAMH-related Payor Class data. The Network Service Provider shall submit Payor Class data for the fiscal year ending June 30th, in the format and directions provided by the Managing Entity, no later than sixty (60) days following the end of the state fiscal year.

(m) The Network Service Provider is required to collect and submit all data required as a result of this contract, including Federal and State grant awards. Data shall be submitted accurately and completely within the specified timeframes as established by the Managing Entity.

(n) The Network Service Provider must discharge client records in the Managing Entity's reporting system after six months of inactivity.

(7) Financial Management

(a) The Network Service Provider and entities the Network Service Provider subcontracts with shall be fiscally sound, and can adequately ensure the accountability of public funds.

(b) As a recipient of federal funding, the Network Service Provider shall comply with **Federal Grant Financial Management Requirements – Incorporated Document 19.**

(c) The Network Service Provider's financial management and accounting system must have the capability to generate financial reports by fund source, as to individual service recipient utilization, cost, and billing for the Managing Entity.

(d) The Network Service Provider shall ensure that it budgets and accounts for revenues and expenditures in accordance with Chapter 65E-14, F.A.C.

(e) The Network Service Provider shall ensure that all accounting systems and accounting procedures and practices conform to generally accepted accounting principles and standards.

(8) Incident Reporting

(a) The Network Service Provider is required to notify the Managing Entity of all possible critical incidents, as defined in the Department CFOP 215-6 Incident Reporting and Client Risk Prevention (dated April 1, 2013 or most recent version), which is incorporated herein by reference. This requirement is met through the Network Service Provider's direct reporting into the Department's Incident Reporting and Analysis System (IRAS), within twenty-four (24) hours of the incident occurring.

(b) The Network Service Provider must have written policies and procedures in place to ensure the timely and accurate reporting of critical incidents to the Managing Entity.

(c) The Network Service Provider shall designate at least one (1) staff person to be the Incident Coordinator, or similar title, for the provider/agency. This person shall manage the Network Service Provider's incident notification process, and shall be the identified single point of contact for the Managing Entity regarding incident reporting. Additional staff may be designated to enter incident information into the IRAS at the discretion of the Network Service Provider.

(d) The Network Service Provider shall notify the Managing Entity's CQI Specialist in writing of the name and contact information of the designated Incident Coordinator(s).

(e) The Network Service Provider shall, within 5 business days, submit written notification to the Managing Entity's CQI Specialist of any change in the Incident Coordinator position, identifying the name and contact information of the successor.

(f) The Network Service Provider is required to notify the Managing Entity of all possible critical incidents, via direct data entry into IRAS within 24 hours of the incident occurring. This includes weekends and holidays.

(g) In the event of a death of an individual served which occurs on any of the Network Service Provider's service delivery sites, the Network Service Provider is required to provide an electronic submission into IRAS and notify the Managing Entity via telephone of the death within 24 hours of the occurrence. Calling the Managing Entity, in addition to IRAS submission, also applies to elopement of a child or court-ordered adult and any incident involving active media involvement. Network Service Providers may call the Managing Entity's Access to Care Line, requesting to speak to a member of the Clinical Department at (877) 229-9098.

(h) When information is found to be missing from an incident report, a request by the Managing Entity shall be sent to the Network Service Provider for completion. Network Service Providers have 24 hours from the date/time of the request to

submit missing information back to the Managing Entity, as well as update the incident report in the IRAS system.

(9) SAMH Community Consumer Satisfaction Survey (SCCSS)

(a) The Substance Abuse and Mental Health (SAMH) Community Consumer Satisfaction Survey (SCCSS) is based on a survey instrument for adults and children originally developed by the Mental Health Statistics Improvement Project (MHSIP) Task Force sponsored by the SAMHSA, Center for Mental Health Services (CMHS), to meet the Federal data requirements of the Consumer-Oriented Mental Health Report Card.

(b) The Network Service Provider is responsible for collecting and submitting survey data as specified in this contract, and per DCF Data System Guidelines. The Managing Entity has developed a collection and reporting system in which the required survey data is measured each quarter and reviewed on an ongoing timeline throughout the year. The Department requires that the content of the survey instrument remain the same. The core questions and domains for these questions cannot be modified, but additional questions may be incorporated if the Managing Entity has cause to add items.

(c) The Network Service Provider shall:

1. Have written policies and procedures in place for the collection and ongoing submission of consumer satisfaction survey data to the Managing Entity in the manner provided by Management Entity.
2. Meet each quarterly survey submission quota by the quarterly deadline as defined by the Managing Entity for each program area the Network Service Provider serves. Failure to meet quarterly compliance and/or end-of-year compliance may result in a CAP.
3. Collect and report survey data for Individuals Served in each of the following four program areas, as specified in this contract:
 - a. Group 1: Adult Mental Health (AMH)
 - b. Group 2: Adult Substance Abuse (ASA)
 - c. Group 3: Children's Mental Health (CMH)
 - d. Group 4: Children's Substance Abuse (CSA)

DIRECTION TO PROVIDERS ON HOW TO CALCULATE QUARTERLY SURVEY SUBMISSION TOTALS

	AMH		CMH		ASA		CSA	
	Prior FY Served	Sample Size	Prior FY Served	Sample Size	Prior FY Served	Sample Size	Prior FY Served	Sample Size
Provider		See DCF Data System Guidelines		See DCF Data System Guidelines		See DCF Data System Guidelines		See DCF Data System Guidelines

Quarterly Quota for (PROVIDER NAME HERE): _____

ANNUAL QUOTA: _____

To calculate quarterly quota: take the annual minimum sample size total and divide by 4 to identify quarterly target for surveys, repeat for each program area.

Per DCF Data System Guidelines:

Short-term programs with less than 30 days length of stay are exempt from the survey guidelines. These programs include, but may not be limited to, the following: detoxification-only, CSU-only, assessment-only services or non-client specific services (e.g., prevention).

4. The Network Service Provider shall submit electronically all consumer survey responses to the Managing Entity in the manner provided by Management Entity.

(10) Wait List

Wait list information may be used by the Managing Entity as part of the utilization management and continuous quality improvement plans to identify needs and gaps in services across the SOC.

(a) The Network Service Provider shall:

1. Have written procedures in place to accurately track and ensure the maintenance of a complete wait list, by program or service type, for their agency. Procedures should include reference to the submission of data to the Managing Entity in the manner provided by the Managing Entity.
2. Only Prevention and Non-Client Specific services are exempt from maintaining a wait list. All other program services must track access and availability of care via maintenance of a wait list.
3. Count those individuals who have been screened and meet criteria and are deemed in need of substance abuse or mental health treatment services from the Network Service Provider.
4. When an individual is receiving interim services while awaiting admission into the recommended treatment service, that individual is reported on the wait list as waiting for the recommended service.
5. The provider is required to identify and note any interim services being provided to the consumer while on the wait list.
6. The Network Service Provider is required to enter consumers on a wait list in accordance with the DCF Data System Guidelines and via the manner provided by the Managing Entity.
7. The provider may be subject to a CAP as a result of identified reporting issues or deficiencies.

(b) General Policies and Considerations

The following time frames shall be used for placing an individual on the wait list:

1. Any individual waiting longer than four (4) days for a residential bed for either mental health or substance abuse shall go on a wait list.
2. Any individual waiting longer than four (4) days for a bed in Detox shall go on a wait list.

3. Any individual waiting longer than fourteen (14) days for outpatient services (both mental health and substance abuse), intervention (substance abuse only), or methadone services, shall go on a wait list.
4. Any individual waiting longer than fourteen (14) days for a non-mental health funded service shall go on a wait list.
5. Any individual referred to a state treatment facility shall go on a wait list once the packet is considered complete.

Guidelines for maintaining a wait list specific to Substance Abuse Services:

1. Any individual who has been screened and is in need of substance abuse treatment shall go on a wait list. This applies only to an in-person screening for services.
2. In order for the individual to remain on the wait list, an in-person meeting, telephone contact or other documented contact must have taken place at least within 30 days of the initial contact and at least every thirty (30) days thereafter. The contacts should be more frequent than every thirty (30) days, however, the individual must be contacted within the thirty (30)-day time period.
3. Individuals in treatment, but waiting for the appropriate level of service, should be counted as waiting for the appropriate level of service. For example, an individual receiving one hour of outpatient treatment once a week while waiting to enter a residential program should be counted on a wait list for residential treatment.
4. Each individual counted on a wait list must have supporting documentation, i.e., the Wait List Documentation Form, maintained in a file separate from the client's clinical record. The information on this form shall be used to verify what is reported on the wait list.
5. Wait list information must be updated on a monthly basis. Any individual who has not had an in-person, telephone or other documented contact in the last thirty (30) days should be removed from the wait list.
6. Incarcerated individuals are not counted as waiting for treatment. Exceptions apply when an incarcerated individual's only condition for being released is admission into a substance abuse treatment program. In this case, the incarcerated individual shall be counted on a wait list.

(11) Bed Count

- (a) The Managing Entity must have the ability to immediately provide accurate and real time data on current bed status information to Department. This information includes, but may not be limited to, the number of available beds by payor source and program type across the SOC.
- (b) All Network Service Providers with licensed bed capacity shall report daily bed count data in the manner provided by Management Entity.
- (c) Additionally, the Managing Entity shall systematically review bed count information to identify trends in utilization and potential opportunities to improve access to care within the SOC.
- (d) All Network Service Providers with licensed bed capacity shall:
 1. Maintain 100% compliance with entering and updating bed count

information for the following:

- a. Residential (all levels) and Room and Board (all levels): for each program and bed type daily.
 - b. ACSU Facilities (Crisis Stabilization, Hospital licensed as Public Receiving Facility, and Substance Abuse Detoxification and Addiction Receiving Facility): for each program, bed type and payor source daily.
2. Have written policies and procedures in place to ensure the maintenance of an accurately completed daily bed count. Procedures shall include reference to the data entry of bed count in the manner provided by Managing Entity.
 3. Provide the Managing Entity with the name and contact information of the designated point of contact for bed count compliance within thirty (30) days of contract execution.
 4. Respond to requests from the Managing Entity for additional information regarding bed count within twenty-four (24) hours of receipt of the request.

(12) Eligibility to be a Network Service Provider

(a) Exclusionary Criteria. The Network Service Provider acknowledges that any of the following would prohibit a contract with the Managing Entity:

1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, Fla. Stat.;
2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
3. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
4. Has failed to implement a CAP action plan approved by the Department or any other governmental entity, after having received due notice; or
5. Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473, Fla. Stat. Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, a the Network Service Provider is found to have submitted a false certification or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector or is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel List.

(b) Provisions for Compliance. The Network Service Provider and any of its subcontractors shall comply with:

1. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal

Governments;

2. OMB Circular A-122, Cost Principles for Non-profit Organizations;
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations;
4. The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>;
5. Chapter 65E-14, F.A.C.;
6. Block Grant requirements, including maintenance of effort;
7. State and federal grant requirements;
8. TANF requirements, if applicable;
9. Chapter 427, Fla. Stat., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if funds under this contract will be used to transport individuals served; and
10. Department or Managing Entity policies related to the delivery of service.

(c) Task Limits. The Network Service Provider shall perform only Managing Entity approved tasks and services with Managing Entity funding. With the exception of individuals served from statewide Mental Health Treatment Facilities, services shall only be provided in the following county(ies): **Duval, Clay, Nassau**; however, Individuals who reside in any of the counties of Florida can be served by this contract in accordance with §394.674, Fla. Stat.

(13) Bed Hold

(a) For SAMH-funded individuals admitted to and being treated in a residential setting (Detox, Res 1-4, etc.) who require a leave of absence or transfer from the facility due to:

- a. Psychiatric emergency;
- b. Medical emergency; or
- c. When the leave of absence is an explicit part of the treatment plan of the Individual Served and is clearly documented in the clinical record;

the Managing Entity shall continue to pay the contracted rate to hold the bed during the leave of absence for a period not to exceed seventy-two (72) hours from the date of transfer/leave of absence. For absences that continue in excess of seventy-two (72) hours, the Network Service Provider shall submit **Exhibit M - Bed Hold Request Form**, to the Managing Entity to request continued authorization for payment.

The Managing Entity will authorize bed hold requests for no more than seven (7) days at a time. If a bed hold request exceeds seven (7) days, the Network Service Provider submitting the request should resubmit an additional **Exhibit M - Bed Hold Request Form** and participate in a staffing held by the Managing Entity.

(b) Regarding leave of absence due to elopement or leaving treatment against

medical advice, in most circumstances, the Managing Entity will not pay for bed days when an Individual Served is not physically present to receive the services, except as outlined above. Therefore, the Managing Entity can be invoiced for the date the Individual Served eloped as well as the date they return to treatment, if they return to the Network Service Provider's facility.

(14) Reporting to the Office of Inspector General

Network Service Providers and their subcontracted agencies shall comply with the provisions of CFOP 180-4 with respect to reporting requirements to the Office of the Inspector General.

(15) Requests for Modification

Network Service Providers shall utilize the **Exhibit G - Submission of Information Form** to request changes from the Managing Entity as it relates to the programs operated under this agreement. This form shall encompass changes to programs, funding and allocations.

2. Staffing Changes

a. The Network Service Provider shall comply with their staffing plan contained in the Managing Entity-approved **Exhibit C - Projected Operating and Capital Budget, Exhibit D - Personnel Detail Record, and Exhibit E - Agency Capacity Report.**

b. The Network Service Provider shall, within five business days, submit written notification to the Network Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:

- (1) Chief Executive Officer (CEO);
- (2) Chief Operations Officer (COO);
- (3) Chief Financial Officer (CFO);
- (4) Chief Information Technology Officer (CITO); or
- (5) Any other equivalent position within the Network Service Provider's organizational chart.

3. Network Service Provider Subcontracts

a. This contract allows the Network Service Provider to subcontract for the provision of all services, subject to the provisions of the Lutheran Services Florida Standard Contract. Written requests by the Network Service Provider to subcontract for the provision of services under this contract shall be routed through the Managing Entity's Network Manager for this contract. Prior written approval by the Managing Entity for any subcontracting of services is required. Subsequent changes to any approved subcontract agreement must also receive prior approval from the Managing Entity. The act of subcontracting shall not in any way relieve the Network Service Provider of any responsibility for the contractual obligations of this contract.

b. If this contract allows for the subcontract of services, as defined above, the Network Service Provider shall not subcontract for Behavioral Health Services with any person or entity which:

- (1) Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with §287.133, Fla. Stat.;

- (2) Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
- (3) Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
- (4) Has failed to implement a CAP approved by the Department or any other governmental entity, after having received due notice; or
- (5) Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473, Fla. Stat. Regardless of the amount of the subcontract, the Network Service Provider shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, the subcontractor is found to have submitted a false certification or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector or is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel List.

4. Service Location and Equipment

a. Service Delivery Location

The location of services shall be as specified and described in the program description which is to be submitted by the Network Service Provider in the manner provided by the Managing Entity.

b. Changes in Location

The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

c. Equipment

(1) The Network Service Provider shall supply all equipment necessary to provide services and fulfill the terms and conditions of this contract, including but not limited to; computers, telephones, copier, and fax machines, supplies and maintenance, and necessary office supplies.

(2) The Network Service Provider shall comply with requirements in the **Tangible Property Requirements & Contract Provider Property Inventory Form – Incorporated Document 13**, which is incorporated herein by reference.

5. Deliverables

a. Services

The Network Service Provider shall deliver the services specified in and described in the Program Description submitted by the Network Service Provider and as set forth in **Exhibit H - Funding Detail**. Changes to the services offered under this contract are subject to approval of the Managing Entity in advance of implementation.

b. Records and Documentation

(1) The Network Service Provider shall protect the confidentiality of all records in its possession from disclosure and protect the confidentiality of Individuals Served in accordance with federal and state law, including but not limited to: §§394.455(3),

394.4615, 397.501(7), 414.295, Fla. Stat.; 42 C.F.R. §2, and 45 C.F.R. Part 164.

(2) The Network Service Provider shall notify the Managing Entity of any requests made for public records within five (5) business days of receipt of the request and shall assume all financial responsibility for records requests, records storage, and retrieval costs.

(3) The Network Service Provider shall maintain adequate documentation of the provision of all tasks, deliverables, expenditures, and Behavioral Health Services, including but not limited to:

(a) Total number of Individuals Served;

(b) Names (or unique identifiers) of individuals to whom services were provided; and

(c) Date(s) that the services were provided, so that an audit trail documenting both the provision of service, and expenditure can be maintained.

c. Reports

(1) The Network Service Provider shall submit all required documentation specified in **Exhibit A - Required Reports**, by the dates specified therein.

(2) The Network Service Provider shall ensure that its independent financial audit report is completed in compliance with and shall include the standard schedules that are outlined in Rule 65E-14.003, F.A.C.

(3) The Network Service Provider shall submit service data to the Managing Entity as required in §394.74(3) (e), Fla. Stat., and Rule 65E-14.022, F.A.C., and the Network Service Provider shall submit the data electronically by the tenth (10th) of each month for the previous month's services, as specified by this contract and in accordance with the DCF Data System Guidelines.

(4) The Network Service Provider shall:

(a) Ensure that the data submitted clearly documents all Individuals Served admissions and discharges which occurred under this contract;

(b) Ensure that all data is submitted electronically to the Managing Entity is consistent with the data maintained in the Network Service Provider's Individuals Served files;

(c) Review File Upload History and error reports to determine number of records accepted, updated, and/or rejected. It is the responsibility of the Network Service Provider to download any associated error files to determine which records were rejected and to ensure that rejected records are corrected and resubmitted within specified timeframes.

(d) Resubmit corrected records no later than the next monthly submission deadline. In the event that the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent (5%) for two consecutive months, the Network Service Provider shall submit a CAP within thirty (30) days of the second deficient month that includes timeframe for correcting all prior data rejections; and

(e) In accordance with the provisions of §402.73(1), Fla. Stat., and Rule 65-29.001 F.A.C., CAPs may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such CAPs.

(5) The Network Service Provider shall make all requested documentation available electronically. The Network Service Provider shall ensure that all documents are clearly legible and are sent in the original format. All reports and plans or changes to existing reports and plans shall be uploaded within five (5) business days of the change or Managing Entity's approval, when approval of a plan is required.

(6) Prior to the start the Network Service Provider's contract period, the Network Service Provider shall submit, for the Managing Entity review and approval the **Exhibit C - Projected Operating and Capital Budget, Exhibit D - Personnel Detail Record, and Exhibit E - Agency Capacity Report** pursuant to Rule 65E-14.021, F.A.C. The Managing Entity shall re-approve the Projected Operating and Capital Budget prior to any change to a Network Service Provider's unit rates.

(7) Following the fiscal year, the Network Service Provider must submit the **Exhibit C-1 - Statement of Revenue and Expense and Exhibit D-1 - Statement of Revenue and Expense Personnel Detail** to reconcile LSF Health System payments with Network Service Provider actual expenditures per CFDA/CSFA numbers.

(8) For all client non-specific services where unit rates are set pursuant to Rule 65E-14.021, F.A.C., the budgeted SAMH funding per covered service shall be updated to reflect the utilization pattern established in the previous fiscal year(s) of the contract period.

(9) Where this contract requires the delivery of reports to the Managing Entity, mere receipt by the Managing Entity shall not be construed to mean or imply acceptance of those reports. The Managing Entity reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract, and must notice the Network Service Provider electronically within fifteen (15) days of receipt of the report by the Managing Entity. The Managing Entity, at its option, may allow additional time within which the Network Service Provider may remedy the objections noted by the Managing Entity or the Managing Entity may, after having given the Network Service Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

(10) The Network Service Provider is required to comply with **Attachment III** to the Lutheran Services Standard Contract.

d. Performance Specifications

The Network Service Provider shall be solely and uniquely responsible for the satisfactory performance of the tasks described in this contract and its Incorporated Documents and Exhibits. By execution of this contract, the Network Service Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it fully understands all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof whether performed by the Network Service Provider or its subcontractor(s), as applicable.

e. Performance Outcomes Measures

(1) In addition to any criteria for approval of deliverables and services for payment,

the Network Service Provider must meet the performance outcomes measures specified in **Exhibit B - Performance Outcome Measures** and document monthly progress toward compliance with the targets.

(2) Performance outcome measures shall be evaluated monthly and during each annual monitoring of the Network Service Provider. The Network Service Provider is responsible and accountable for meeting all performance outcomes measure targets, as specified in this contract.

(3) The performance outcome measures targets are subject to periodic review by the Department and adjustments to the targets or the measures may be made by mutual agreement between the Managing Entity and the Department.

(4) The Network Service Provider agrees that the SAMH data system shall be the source for all data used to determine compliance with performance outcomes measures, understanding that the Network Service Provider submits all data in the manner provided by Management Entity, and once validated by the Managing Entity, the Managing Entity then submits that data to FASAMS. Performance of the Network Service Provider shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to Network Service Provider and initiate corrective actions, as required, and shall report to the Department on a quarterly basis.

(5) The Network Service Provider shall submit all service related data for Individuals Served that are funded in whole or in part by SAMH funds and local match.

f. Performance Measurement Terms

The DCF Data System Guidelines provides the definitions of the data elements used for various performance outcomes measures and contains policies and procedures for submitting the required data into the Managing Entity in the manner provided by Management Entity.

g. Performance Evaluation Methodology

The methodology and algorithms to be used in assessing the Network Service Provider's performance are outlined in the guidance document **Performance Outcomes Measurement Manual – Incorporated Document 14**, which is incorporated herein and may be located on the Managing Entity's website.

h. Performance Standards Statement

By execution of this contract, the Network Service Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and shall be bound by the conditions set forth in this contract. If the Network Service Provider fails to meet these standards, the Managing Entity, at its exclusive option, may allow a reasonable period, not to exceed three months, for the Network Service Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Managing Entity within the prescribed time, and if no extenuating circumstances can be documented by the Network Service Provider to the Managing Entity's satisfaction, the Managing Entity may terminate the contract. The Managing Entity has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

i. Failure to Perform

If the Network Service Provider fails to perform in accordance with this contract, or fails to perform the minimum level of service required by this contract, the Managing Entity will apply financial consequences provided for in the Lutheran Services Florida Standard Contract, Paragraph 21. The parties agree that the financial consequences provided for under this section constitute financial consequences under §§287.058(1)(h); and 215.871(1)(c), Fla. Stat. The foregoing does not limit additional financial consequences, which may include, but are not limited to, refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this contract so provides, or termination pursuant to the terms of the Lutheran Services Florida Standard Contract, and requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the Lutheran Services Standard Contract, to the extent of such error.

j. Corrective Action Plan for Performance Deficiencies

By execution of this contract, the Network Service Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If performance deficiencies are not resolved to the satisfaction of the Managing Entity within the prescribed time, and if no extenuating circumstances can be documented by the Network Service Provider to the Managing Entity's satisfaction, the Managing Entity may terminate the contract. The Managing Entity has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

Corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Financial consequences may be imposed for failure to implement or to make acceptable progress on such corrective action as identified and set forth in the Lutheran Services Standard Contract, Financial Penalties for Failure to Take Corrective Action.

6. Network Service Provider Responsibilities

The Network Service Provider shall:

- (1)** Collaborate with the Managing Entity to amend into this contract all applicable requirements of any appropriations, awards, initiatives, or Federal grants received by the Managing Entity and the Department;
- (2)** Cooperate with the Managing Entity and the Department when investigations are conducted regarding a regulatory complaint;
- (3)** Integrate the Managing Entity's and the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations;
- (4)** The Network Service Provider shall coordinate with the Community Based Care lead agency, or agencies, as appropriate, to further the child welfare role of the Department, pursuant to §409.996(12), Fla. Stat. Such coordination shall be in accordance with **Incorporated Documents 6, 16, 28, and 30**, which are

incorporated herein by reference;

(5) The Network Service Provider shall coordinate with the judicial system, the criminal justice system, and the local law enforcement agencies in the geographic area, to develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall be as provided under pt. I of ch. 397, Fla. Stat., and §394.9082, Fla. Stat., and apply to persons with substance use and mental health disorders who are included in the priority population pursuant to §394.674, Fla. Stat., who are arrested for a misdemeanor;

(6) The NSP shall coordinate with the judicial system to provide services covered through this contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system;

(7) The NSP shall integrate the Managing Entity's current initiatives, new state and federal requirements, and policy initiatives into its operations and

(8) Comply with 45 C.F.R. Section 164.504(e)(2)(ii).

7. Managing Entity Responsibilities

a. Managing Entity Obligations

(1) The Managing Entity shall provide technical assistance and support to the Network Service Provider as necessary, concerning the terms and conditions of this contract.

(2) The Managing Entity shall collaborate with the Community Based Care lead agencies to integrate other services with the substance abuse and mental health treatment and supports, and shall require Network Service Providers to participate on family or clinical teams, pursuant to §409.996(12), Fla. Stat.

(3) The Managing Entity shall coordinate with the judicial system to provide services covered through its contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system in collaboration with Network Service Providers; and

(4) The Managing Entity shall participate in the interagency team meetings created as a result of the Interagency Agreement for child-serving agencies, in collaboration with Network Service Providers where appropriate.

b. Determinations

The Network Service Provider agrees that services other than those set out in this contract, shall be provided only upon receipt of a written authorization from the Managing Entity Network Manager. The Department has final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

c. Monitoring Requirements

(1) The Network Service Provider shall be monitored in accordance with §394.741, Fla. Stat., §402.7305, Fla. Stat., and CFOP 75-8, Contract Monitoring Operating Procedures, and shall be monitored on its performance of any and/or all requirements and conditions of this contract. The Network Service Provider shall comply with any requests made by the Managing Entity's evaluator(s) as part of the conduct of such monitoring. At no cost to the Managing Entity, the Network Service Provider shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under

this contract.

(2) The Managing Entity shall provide a written report to the Network Service Provider within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Network Service Provider shall provide a proposed corrective action plan for the Managing Entity's approval, except in the case of threat to life or safety of Individuals Served, in which case the Network Service Provider shall take immediate action to ameliorate the threat and associated causes. The Network Service Provider's Corrective Action Plan is to be completed and returned to the Managing Entity for approval within fifteen (15) days of receipt of the monitoring report.

(3) In addition to the monitoring outlined above, the Managing Entity shall assess the overall performance of the Network Service Provider.

(4) Assessment shall include, but may not be limited to, reviews of procedures, data systems, program service delivery, accounting records, financial management policies and procedures and support documentation, internal quality improvement reviews, and documentation of service of Individuals Served. The Network Service Provider shall cooperate at all times with the Managing Entity to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Managing Entity.

C. Method of Payment

1. Payment Clause

This contract is comprised of federal and state funds, subject to reconciliation. The **Exhibit H - Funding Detail** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit H - Funding Detail** shall be amended into this contract, and the total contract amount shall be adjusted accordingly, on an annual basis.

The contract total dollar amount shall not exceed **\$947,784.00**, subject to the availability of funds from the Department. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month.

a. The Managing Entity shall pay the Network Service Provider for the delivery of services provided in accordance with the terms and conditions of the **fee-for-service** payment methodology.

(1) If the Network Service Provider has special funding with varying method of payments, the special funding Attachment will outline the method of payment for that program.

(2) For all special funding paid using a fixed rate payment methodology:

(a) The total monthly payment amount shall not exceed one-twelfth of the fixed rate portion of the contract amount. The payment amount shall be included as a line item in the Network Service Provider's Exhibit I Invoice under the regular contract with the following documentation provided as support.

(b) The Network Service Provider shall submit the **Exhibit O – Expenditure Reconciliation Report** which will outline expenses incurred. This report shall be submitted on or before the 10th of the month following the end of each quarter.

The Managing Entity reserves the right to request monthly Expenditure Reconciliation reports after the third quarter depending on the Network Service Providers rate of spending.

(c) All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

(d) LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Network Service Provider in the Expenditure Reconciliation Report.

(e) LSF Health Systems will audit substantiating documentation outlined on the Expenditure Reconciliation Report as part of its monitoring and oversight process.

(f) Network Service Provider shall return to LSF Health Systems any unused funds and unmatched grant funds, as documented in the final Expenditure Reconciliation Report, no later than 60 days following the ending date of the subcontract.

(g) The Department of Children and Families CFOP 75-02 and Uniform Guidance govern fixed rate under this contract. The provisions therein are incorporated herein by reference.

(h) Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

(i) Mileage for travel will be reimbursed at a rate not to exceed \$0.445 per mile, the current rate established by the State of Florida.

(3) For all special funding paid using a cost reimbursement payment methodology:

(a) The total monthly payment amount shall not exceed one-twelfth of the contract amount. The payment amount shall be included as a line item in the Network Service Provider's Exhibit I Invoice under the regular contract with the following documentation provided as support.

(b) The Network Service Provider shall submit the **Exhibit P - Cost Reimbursement Report - Part 1 and Part 2** which will outline expenses incurred. This report shall be submitted on or before the 10th of the month following the end of each quarter.

(c) All funds paid under the cost reimbursement methodology must be accounted for through the Cost Reimbursement Report and any funding not accounted for is subject to repayment to LSF Health Systems.

(d) LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Network Service Provider in the Cost Reimbursement Report.

(e) LSF Health Systems will audit substantiating documentation outlined on the Cost Reimbursement Report as part of its monitoring and oversight process.

(f) Network Service Provider shall return to LSF Health Systems any unused funds, as documented in the final Cost Reimbursement Report, no later than 60 days following the ending date of the subcontract.

(g) The Department of Children and Families CFOP 75-02 and Uniform

Guidance govern cost reimbursement under this contract. The provisions therein are incorporated herein by reference.

(h) Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

(i) Mileage for travel will be reimbursed at a rate not to exceed \$0.445 per mile, the current rate established by the State of Florida.

2. Invoice Requirements

a. In accordance with the terms and conditions of this contract, the Network Service Provider shall submit monthly data to generate an invoice no later than the 10th calendar day following the month for which payment is being requested, in the form of person and non-person specific data with adequate supporting documentation and appropriate data on service utilization and individuals served, in accordance with the DCF Data System Guidelines;

(1) Allowable covered services within a bundled rate, as defined by the FASAMS Pamphlet 155-2, must be reported as the actual covered service (i.e. Case Management, Medical Services, etc.). This is also known as "encounter data".

b. Failure to submit properly complete and accurate invoice data shall prevent the authorization of payment;

c. Within ten (10) business days of receipt of properly completed invoice data from the Network Service Provider, the Network Manager shall either approve the invoice for payment or notify the Network Service Provider of any deficiencies that must be corrected by the Network Service Provider;

d. Failure to submit the required documentation shall cause payment to be delayed until such documentation is received;

e. The Managing Entity shall make payment not more than thirty-five (35) days from the date eligibility for payment is determined, subject to the availability of funds from the Department;

f. When the Managing Entity fully implements the electronic invoice process, the Network Service Provider will be paid based upon the accepted data entered into the Managing Entity's reporting system.

g. Following the conclusion of each state fiscal year, the Network Service Provider shall submit invoice data for the final invoice to the Managing Entity no later than July 31st;

h. The Managing Entity reserves the right to request additional documentation to support the payment of an invoice at any time;

3. Local Match Calculation

a. The Network Service Provider shall maintain, at minimum, an accounting of local match, and report local match to the Managing Entity upon request. The **Exhibit J - Local Match Calculation Form** shall be submitted upon request of the Managing Entity.

4. Allowable Costs

a. All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the Cost Principles for non-profit organizations, pursuant to 2 C.F.R., pt. 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations,) and the Financial Rules pursuant to Rule 65E-

14, F.A.C.

b. Any compensation paid for an expenditure subsequently disallowed as a result of the Network Service Provider's noncompliance with state or federal funding regulations shall be repaid to the Managing Entity upon discovery.

c. Invoices must be dated and submitted by an authorized representative of the Network Service Provider, in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted by the Managing Entity, in accordance with the DCF Data System Guidelines.

d. The Network Service Provider is required to submit a new Form W-9 through the DFS website at <http://flvendor.myfloridacfo.com>. This website provides a new substitute Form W-9 that is unique to Florida and collects and integrates the information with other electronic data to facilitate payment. Consequently, all Network Service Providers, regardless of their business type, size, or tax status, who have not already completed this requirement must use this website and complete the required information. The DFS W-9 system includes a verification of the data submitted with the Internal Revenue Service (IRS). Mismatches shall be identified and returned to the grant recipients for resolution. DFS shall reject invoices from grant recipients who have not submitted a new substitute W-9 that has been validated by the IRS.

5. Third Party Billing

a. The Managing Entity and the Department are intended to be Payors of last resort. The Network Service Provider shall adhere to the following guidelines for payment and billing:

(1) The Network Service Provider shall not bill the Managing Entity for services provided to:

(a) Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or

(b) Recipients of Medicaid, or another publicly funded health benefits assistance program, when the services provided are paid by said program.

(2) The Network Service Provider shall comply with the terms and conditions of 65E-14, F.A.C. in determining which individuals to bill to the Managing Entity.

b. The Network Service Provider shall report Medicaid earnings and earnings from other publicly funded health benefits assistance programs separately from all other fees.

6. Temporary Assistance to Needy Families (TANF) Billing

The Network Service Provider must comply with the applicable obligations under Part A or Title IV of the Social Security Act. The Network Service Provider agrees that TANF funds shall be expended for TANF participants as outlined in the guidance document **TANF – Incorporated Document 21**, which is incorporated herein by reference and Temporary Assistance to Needy Families (TANF) Guidelines, which is incorporated herein by reference and may be located at:

<https://www.myflfamilies.com/service-programs/samh/managing-entities/>

7. Payments from Medicaid Health Maintenance Organizations, Prepaid Mental Health Plans, or Provider Services Networks

Unless waived in **Section D** (Special Provisions) of this contract, the Network Service Provider agrees that sub-capitated rates from a Medicaid health maintenance organization, prepaid mental health plan, or provider services network are considered to be "third party payor" contractual fees as defined in Rule 65E-14.001, F.A.C. Services that are covered by the sub-capitated contracts and provided to persons covered by these sub-capitated contracts must not be billed to the Managing Entity. The Network Service Provider shall ensure that Medicaid funds shall be accounted for separately from funds for this contract, and reported to the Managing Entity as per **Section C** (Method of Payment) **5b.** (Third Party Billing.)

Information and Referral and Crisis Support Emergency

Network Service Providers who are contracted for the Information and Referral and Crisis Support Emergency covered services will receive reimbursement up to an agreed percentage of the total payment due for each applicable OCA on the monthly invoice.

D. Special Provisions

1. Dispute Resolution

a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five working days of the execution of this contract, each party shall designate one person, with the requisite authority, to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives shall conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Network Service Provider's Chief Executive Officer (CEO) and the Managing Entity's Chief Executive Officer (CEO). Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.

b. If the CEOs are unable to resolve the issue within ten days, the parties' appointed representatives shall meet within ten working days and select a third representative. These three representatives shall meet within ten working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Department's Secretary who shall work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be in Hillsborough County, Florida.

2. MyFloridaMarketPlace Transaction Fee

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1) (d), F.A.C.

3. Contract Renewal

This contract may be renewed for a term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Managing Entity and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any subsequent amendments.

4. Insurance Requirements

- a.** The Network Service Provider shall notify the Network Manager within fifteen (15) calendar days if there is a modification to the terms of insurance, including but not limited to, cancellation or modification to policy limits.
- b.** The Network Service Provider acknowledges that as an independent contractor, the Network Service Provider is not covered by the State of Florida Risk Management Trust Fund for liability created by §284.30, Fla. Stat.
- c.** The Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Service Provider and all of its employees. The limits of Network Service Provider's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- d.** If in the course of the performance of its duties under this contract any officer, employee, or agent of the Network Service Provider operates a motor vehicle, the Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage. The limits of the Network Manager's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- e.** The Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Network Service Provider and all of its employees. If in the course of the performance of the duties of the Network Service Provider under this contract any officer, employee, or agent of the Network Service Provider administers any prescription drug or medication or controlled substance, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Network Service Provider and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- f.** The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Network Service Provider purchasing the insurance.
- g.** All such insurance policies of the Network Service Provider shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A.M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Managing Entity and the Department as an additional insured under the policy(ies). The Network Service Provider shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity and the Department in the reasonable exercise of its judgment.

(1) The Network Service Provider will provide the Managing Entity, at the time of the execution of this contract, a Certificate of Insurance indicating general, automobile, and professional liability coverage. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC" and "Florida Department of Children and Families" along with the respective

facility address as additional insured and certificate holder. The Certificate of Insurance must also contain a waiver of subrogation in favor of "Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC" and "Florida Department of Children and Families". The Network Service Provider also agrees to indemnify the Managing Entity and the Department from and against any and all costs, claims, judgments suits or liabilities including attorney's fees related to or arising from the Network Service Provider and their performance of services under this contract. This indemnification obligation will survive the termination of this contract as applicable.

h. All such insurance obtained by the Network Service Provider shall be submitted to and confirmed by the Network Manager on an annual basis.

i. The requirements of this section shall be in addition to, and not in replacement of, the requirements of Section 10, of the Lutheran Services Florida Standard Contract to which this Attachment I is attached, but in the event of any inconsistency between the requirements of this section and the requirements of the Lutheran Services Florida Standard Contract, the provisions of this section shall prevail and control.

5. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

(1) **"Employee assigned to the contract"** means all persons employed during the contract term by the Network Service Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors of the Network Service Provider) assigned by the Network Service Provider to perform work pursuant to this contract with the Managing Entity.

(2) **"Subcontract"** means any contract entered into by a Network Service Provider to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) **"Subcontractor"** means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another Network Service Provider.

b. Enrollment and Verification Requirements

(1) The Network Service Provider shall:

(a) Enroll as a provider in the E-Verify program within 30 calendar days of contract award or amendment.

(b) Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Network Service Provider or a Subcontractor to perform work pursuant to the contract with the Managing Entity shall be verified as employment eligible within three business days after the date of hire.

(2) The Network Service Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Network Service Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Network Service Provider shall be referred to a DHS or SSA suspension or debarment official.

(b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Network Service Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Network Service Provider, then the Network Service Provider must re-enroll in E-Verify.

(c) Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) The Network Service Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Network Service Provider through the E-Verify program.

(e) Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

(f) The Network Service Provider shall include the requirements of this section, including this paragraph (f) (appropriately modified for identification of the parties), in each subcontract.

(g) The Subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Network Service Provider.

6. Preference to Florida-Based Businesses

The Network Service Provider shall maximize the use of state residents, state products, and other Florida-based businesses in fulfilling its contractual duties under this contract.

7. Sliding Fee Scale/Financial Attestations

The Network Service Provider shall ensure compliance with Rule 65E-14.018, F.A.C., by obtaining a financial attestation from each consumer to validate their due diligence for fiscal stewardship of State funding. The financial attestation must include the annual household income, family size, client name, client identification number, a client signature, date of signature, staff signature and date staff signed the attestation. Financial eligibility will be determined based off of Health and Human Services Poverty Guidelines that are updated and released annually and where the household income is at 150% above Federal poverty level or less. Once a consumer reaches 151% above the Federal poverty level, the Network Service Provider shall enact their sliding fee scale to all services delivered.

A copy of the Network Service Provider's sliding fee scale that reflects the uniform schedule of discounts referenced in Rule 65E-14.018, F.A.C., shall be kept in the Network Service Provider's contract file. The Network Service Provider shall submit to the Network Manager, within 15 days of the execution of this contract, a copy of the Network Service Provider's sliding fee scale.

8. Trust Funds for Individual Served

a. The Network Service Provider shall comply with 20 C.F.R. Section 416 and 31 C.F.R. Section 240, as well as all other applicable federal laws, regarding the establishment and management of individual client trust accounts when the Network Service Provider is the representative payee, as defined as, the entity who is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of Individuals Served.

b. The Network Service Provider assuming responsibility for administration of the personal property and funds of clients shall follow the Department's Accounting Procedures Manual AMP 7, Volume 6, incorporated herein by reference (7APM6). The Managing Entity and the Department personnel or their designees, upon request, may review all records relating to this section. Any shortages of client funds that are attributable to the Network Service Provider shall be repaid, plus applicable interest, within one week of the determination.

c. Notwithstanding 7APM6 Section 15, the Network Service Provider shall maintain all reconciliation records on-site for review.

9. National Provider Identifier (NPI)

a. All health care providers, including the Network Service Provider, are eligible to be assigned a Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifiers (NPIs). However, Network Service Providers who are covered entities meeting the requirements of 45 CFR Part 162 must obtain and use NPIs.

b. An application for an NPI may be submitted online at:

https://hmsa.com/portal/provider/zav_pel.ph.NAT.500.htm

c. Additional information can be obtained from one of the following websites:

(1) The Florida Medicaid Health Insurance Portability and Accountability Act:

https://ahca.myflorida.com/Medicaid/hipaa/Docs/FL_Medicaid_NPI_requirements.pdf

(2) The National Plan and Provider Enumeration System (NPPES):

<https://nppes.cms.hhs.gov/NPPES/Welcome.do>

(3) The CMS NPI:

<https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvIdentStand/>

10. Files of Individuals Served

The Network Service Provider is required to maintain all current and subsequent medical records/clinical files of Individuals Served. In the event a Network Service Provider program closes, the Managing Entity shall obtain files from the Network Service Provider and transport them to the Department.

11. Satisfaction Survey for Individuals Served

The Network Service Provider shall conduct satisfaction surveys of Individuals Served pursuant to the DCF Data System Guidelines.

12. Notification of Adverse Findings

The Network Service Provider shall report any adverse finding or report by any regulatory or law enforcement entity to the Managing Entity within 48 hours.

13. Medicaid Enrollment

The Network Service Provider shall enroll as a Medicaid provider. Exceptions to this requirement include instances where the Network Service Provider presents evidence that the services it renders under this contract are not payable by Medicaid or other circumstances approved by the Managing Entity.

14. Mobile Response Teams (MRTs)

The Network Service Provider must provide contact information for its local Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between ages 18 and 25, inclusive, who receive behavioral health services.

E. Program Specific Requirements

The Network Service Provider shall incorporate any additional program-specific funds appropriated by the Legislature or contracted for Behavioral Health Services. Any increases shall be documented through an amendment to this contract, resulting in a current fiscal year funding and corresponding service increase. Such increase in services must be supported by additional deliverables as outlined in the amendment.

The Network Service Provider shall adhere to the Exhibits and Incorporated Documents for program specific funds as outlined in Appendix A of this contract.

All Exhibits and Incorporated Documents can be found on the LSF Health Systems website: <https://www.lsfhealthsystems.org/contract-documents/>.

Appendix B outlines all of the exemptions pertaining to this contract.

Appendix C outlines all special attachments, beyond Attachment IV, pertaining to this contract.

ATTACHMENT II
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name of Organization

Address of Organization

ATTACHMENT III

The administration of resources awarded by the Department of Children and Families to the Managing Entity to the Network Service Provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200.500 to 2 CFR 200.521 and Section 215.97, F.S., as revised, the Managing Entity may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Managing Entity staff, agreed-upon procedure engagements as described in 2 CFR 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department or the Managing Entity. In the event the Department or the Managing Entity determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department or the Managing Entity regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.500-200.521. In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200.500 - 200.521. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children and Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR 200.500 - 200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.500-200.521, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in CFR 200.508

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract by including a note in the financial statement itself. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$750,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550

(local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children and Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Managing Entity pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within thirty (30) days (Federal) or forty-five (45) days (State) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. LSF Health Systems (1 copy)

Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC
9428 Baymeadows Rd, Ste 320
Jacksonville, FL 32256

B. Reporting packages for audits conducted in accordance with 2 CFR 200.500 - 200.521, and required by Part I of this agreement shall be submitted, when required by 200.521(d), by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with 2 CFR 220.512.

C. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
E-mail address: flaudg-en_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Managing Entity for audits done in accordance with 2 CFR 200.500 - 200.521 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or the Managing Entity or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or the Managing Entity or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department or the Managing Entity.

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ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CFR 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR 164.501, 45 CFR 164.508 and 45 CFR 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

- 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

- 5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

- 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- 5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

- 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health

information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

ATTACHMENT V

This Attachment contains the terms and conditions governing the See You at the Top (SYATT) program which School Board of Clay County – SEDNET, hereinafter referred to as “Network Service Provider,” will administer in Duval, Clay, and Nassau counties. The terms of this Attachment shall be effective July 1, 2020 and shall continue through expiration of the Standard Contract to which this document is attached.

Section 1. Financial Consideration

1.1. Award Amount

School Board of Clay County – SEDNET has been awarded an amount for costs associated with administration of the See You at the Top (SYATT) program at its agency, not to exceed the specified program funding as set forth in the Exhibit H - Funding Detail, for both current fiscal year and carry forward funds from previous fiscal years, if applicable. This award is subject to availability of funds from the Department of Children and Families.

1.2. Payment

This award shall be paid using a fee-for-service methodology, subject to the availability of funds. The Network Service Provider shall comply with the terms of such methodology, including documentation and data reporting, as outlined in the body of the contract to which this document is attached.

Section 2. Program Administration

2.1. Program Objectives and Goals

2.1.1. See You at the Top (SYATT) Program: a youth-guided transitional program developed to address the unique needs of transition-aged youth who are at risk of substance abuse and mental health disorders. The group is made up of 10-12 children with a DSM diagnosis who have been referred by a school, mental health agency and are having difficulty within the community/school.

2.2. Admissions and Discharge

2.2.1. Refer clients from Family Service Planning Team (FSPT).

2.2.2. Referrals from community mental health agencies, schools, DJJ, churches, community advocacy groups, parents, local CBC's, Baker Act Facilities, and DCF.

2.2.1.1 SEDNET shall review all applications and meet with the parents to determine appropriateness of the referral.

2.2.3. Child has an IQ above 70, whose primary diagnosis is not Autism or intellectually disabled and is a community child.

2.2.4. All admissions are voluntary and require consent and participation.

2.2.5. Length of stay in the SYATT program is based on individual need.

2.3. Staffing and Professional Qualifications

2.3.1 The Network Service Provider shall maintain an adequate administrative organizational structure and support staff sufficient to perform its contractual responsibilities.

2.3.2 The Network Service Provider shall maintain the following minimum programmatic Full-Time Equivalent (FTE) staff for the provision of the services described herein.

2.3.2.1 1.0 FTE Project Manager

- a. This position shall, at minimum, possess:
 - i. A Masters degree in Health Services, and
 - ii. A minimum of ten years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.2.2. 1.0 FTE Support Specialist

- a. This position shall, at minimum, possess:
 - i. A Bachelors degree in Health Services; or
 - ii. A minimum of four to five years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.2.3. 0.5 FTE Therapist

- a. This position shall, at minimum, possess:
 - i. A Bachelors degree in Health Services; or
 - ii. A minimum of two years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.2.4. 0.5 FTE Teacher

- a. This position shall, at minimum, possess:
 - i. A Bachelors degree in Health Services; or
 - ii. A minimum of two years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.3. The Network Service Provider must have these staff as part of the team; however, the number of staff and the functions they perform may vary in response to local needs and as approved by LSF Health Systems.

2.3.4. The Network Service Provider shall document that staff has adequate education and all other training necessary to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

2.3.5. The Network Service Provider must inform the Network Manager when positions become vacant.

- 2.4. The Network Service Provider shall maintain the following clinical documentation for individuals served in the program.

2.4.1. Intake/Assessment Documentation Requirements

- 2.4.1.1. The file contains basic demographic information, which includes; Name, address, telephone number, date of birth, names and addresses of guardian.
- 2.4.1.2. The file contains Release of Contact Information signed and dated by the student or guardian, which authorizes SEDNET to share contact information amongst the students and parent of the SYATT, Martial Arts Program, or Therapy.
- 2.4.1.3. The file contains Risk and Protective factors of client.
- 2.4.1.4. The file contains Consent for Treatment explaining goals of counseling, risks/benefits of counseling, confidentiality and agreement signed and dated by the student, guardian, and therapist/coach.

2.4.2. Treatment Services Requirements

- 2.4.2.1. The file contains documentation that an individual intervention plan was completed within 45 days of admission.
- 24.2.2. The individual intervention plan includes goals and objectives designed to reduce the severity and intensity of factors associated with substance abuse.
- 24.2.3. The individual intervention plan goals and objectives were derived from the initial assessment of the resident's needs and strengths.
- 24.2.4. The individual intervention plan goals and objectives are: Achievable; Reasonable time-frames; and Stated in terms of measurable and observable changes.
- 24.2.5. For each goal or objective in the intervention plan the actions needed to attain that goal and the responsible individual(s) are listed.
- 24.2.6. The file contains documentation that the intervention plan was developed with and signed by the student or guardian and the staff who developed the plan. If the student or guardian refuses to sign, the reason for this, if determinable, is documented in the file.
- 24.2.7. New intervention plans shall be created once goals are reached and/or change.
- 24.2.8. The file contains documentation that the intervention plan was updated every 60 days and signed by student and the staff who developed the plan.

Section 3. Documentation

3.1. Description of Services as described in 65E-14.021, F.A.C

3.1.1. Intervention (Individual and Group) focus on reducing risk factors generally associated with the progression of substance abuse and mental health problems. Intervention is accomplished through early identification of persons at risk, performing basic individual assessments, and providing supportive services, which emphasize short-term counseling and referral. This covered service shall include clinical supervision provided to a service provider's personnel by a professional qualified by degree, licensure, certification, or specialized training in the implementation of this service.

3.1.1.1. Examples of services include travel to and from SYATT groups, preparing chart/notes for group and facilitating group. Network Service Provider may bill LSFHS up to 3 people (Project Manager, Therapist, and/or Teacher) per child in the SYATT group for facilitating. Total hours for travel and chart/notes shall be divided equally by the number of children in the SYATT group.

3.1.2. Incidental Expenses are temporary expenses incurred to facilitate continuing treatment and community stabilization when no other resources are available. Allowable uses of this Covered Service include: transportation, childcare, housing assistance clothing, educational services, vocational services, medical care, housing subsidies, pharmaceuticals and other incidentals as approved by the department or Managing Entity.

3.1.2.1. Examples of expenses include purchase of Alhambra tickets for a group of SYATT children that promotes social skills or tutoring lessons. All incidentals must to be tied back to a child and his/her goals.

3.1.2.2. When billing for incidental expenses, the Network Service Provider shall follow F.A.C. 65E-14.021(4)(k)4.b.(V).

3.2. Costs

3.2.1. Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.2.2. Postage and Reproduction Expenses: Outside vendors purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

3.2.3. Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.

- 3.2.4. General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.3. Services Rendered

- 3.3.1. The Network Service Provider shall maintain records documenting the total number of clients and names/unique identifiers of clients to whom services were rendered and the date(s) on which services were provided. The Network Service Provider shall make such information available to LSF Health Systems upon request and during monitoring of the program administration.

3.4. Client Charts

- 3.4.1. Client Charts shall be maintained in accordance with the applicable parameters established by 65D-30, F.A.C. Audit documentation shall be in accordance with 65E-14.021, F.A.C.

3.5. Reporting

- 3.5.1. Data Submission shall be provided by the 10th of every month in accordance to the data requirements outlined in the body of the contract to which this document is attached.

Section 4. Miscellaneous

- 4.1. Other contractual requirements in effect under the remaining portions of this contract apply to the administration of the program described herein.
- 4.2. Renewal of the provisions of this Attachment and the program it governs are contingent on performance under the terms and subject to availability of funding from the Department.
- 4.3. The provisions of this Attachment are subject to revision and amendment by LSF Health Systems.
- 4.4. Any ambiguity in this Attachment shall be interpreted to permit compliance with laws, regulations and codes in effect within the State of Florida.

**LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL**

Provider Name: School Board of Clay County - SEDNET

Contract No.: ME023

Effective: 7/1/2021 Amend. #: 103

Retroactive to:

MENTAL HEALTH			
Budget Entity - 60910506	Parent OCA	OCA	Amount
Adult Mental Health Services			
General Revenue (MH)	MH000	MHA00	\$0
Adult Mental Health Special Projects			
ME Stewart-Marchman Behavioral Healthcare		MH011	\$0
ME Early Intervention Svs - Psychotic Disorders		MH026	\$0
ME Youth Crisis Center - Touchstone Village	MH033	MHA33	\$0
ME Life Stream Central Receiving System- Citrus County		MH035	\$0
ME MH Starting Point Behavioral Health Care Project Talks	MH063	MHA63	\$0
ME Flagler County Mental Health Drop In Center		MH064	\$0
ME Marion County Law Enforcement Co-Responder Program		MH069	\$0
ME MH Community Forensic Beds		MH072	\$0
ME MH Florida Assertive Community Treatment (FACT) Administration		MH073	\$0
ME MH Indigent Psychiatric Medication Program		MH076	\$0
ME Clay Behavioral Health Center - Crisis Prevention		MH089	\$0
ME Community Forensic Multidisciplinary Teams		MH0HF	\$0
ME FACT Medicaid Ineligible		MH0HT	\$0
ME PATH Grant		MH0PG	\$0
Care Coordination (Mental Health)	MH0CH	MHACN	\$0
ME 211 Helpline Support - CARES ACT		MHCA8	\$0
ME FACT Program Administration - CARES ACT		MHCAF	\$0
ME Jail-Based and Forensic Services Diversion - CARES ACT		MHCAJ	\$0
ME Emergency COVID-19 Grant		MHCOV	\$0
ME MH Temporary Assistance for Needy Families (TANF)		MH0TB	\$0
ME MH Early Intervention Services MHBG Supplemental 1		MH265	\$0
ME Core Crisis Set Aside MHBG Supplemental 1	MH0CS	MH0CS-A	\$0
ME MH Forensic Community Diversion MHBG Supplemental 1	MH0CM	MH0CM-A	\$0
ME SA Services SAPT Supplemental 1		MH0BF	\$0
ME Disability Rights Florida Mental Health		MH0BF	\$0
ME MH Early Diversion of Forensic Individuals		MH0ET	\$0
ME MH Supported Employment Services		MH0EM	\$0
ME MH Flagler Health Center Receiving System - St. John		MH0FR	\$0
ME MH Forensic Transitional Beds		MH0FM	\$0
ME MH Residential Stability Coordination Supplemental 1		MH0RS	\$0
ME Lifestream Center		MH0SS	\$0
Central Receiving Facilities		MH0SR	\$0
ME COVID-19 Helpline Support		MH0SV	\$0
ME MH State Funded Federal Excluded Services		MH0TF	\$0
ME Suicide Prevention MHBG Supplemental 1	MH0PV	MH0PV-A	\$0
ME Sunrise / Sunset Beds Pilot		MH0UN	\$0
ME MH Transitional Beds for MH Institution		MH0TH	\$0
ME Transition Vouchers Mental Health		MH0TV	\$0
Adult Mental Health Special Projects Total:			\$0
Total Adult Mental Health Funds:			\$0

Child Mental Health Services			
General Revenue (MH)	MH000	MHC00	\$165,562
Child Mental Health Special Projects			
ME Youth Crisis Center - Touchstone Village	MH033	MHC33	\$0
ME FL Recovery Schools - Youth BH Wraparound Services		MH036	\$0
ME NW Behavioral Health Services - Training Trauma Now		MH048	\$0
ME MH Starting Point Behavioral Health Care Project Talks	MH063	MHC63	\$0
ME MH Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth		MH071	\$0
ME Community Rehabilitation Center - Project Alive		MH078	\$0
ME MH Title XX Children's Health Insurance Program (Behavioral Health Network)		MH0BN	\$0
ME MH Community Action Teams (CAT) - CARES ACT		MH0CA	\$0
ME Children's Care Coordination - CARES ACT - Direct Client Services		MH0CA	\$0
ME MH Community Action Treatment (CAT) Teams		MH0CA	\$0
ME Core Crisis Set Aside MHBG Supplemental 1	MH0CS	MHC0CS-C	\$0
ME SA Services SAPT Supplemental 1	MH0CM	MHC0CM-C	\$0
ME Care Coordination (Mental Health)	MH0CH	MHC0CH	\$0
ME MH Mobile Crisis Teams		MH0MCT	\$0
ME Suicide Prevention MHBG Supplemental 1	MH0PV	MHC0PV-C	\$0
ME MH Telehealth Behavioral Health Services		MH0TLH	\$0
Child Mental Health Special Projects Total:			\$0
Total Child Mental Health Funds:			\$165,562

		Total Mental Health Funds:	\$165,562
Adult Mental Health Carry Forward			
General Revenue (MH)	MH000	MHA00-CF	\$0
Orange Park Medical Center	MH023	MH023-CF	\$0
ME MH Community Forensic Beds	MH072	MH072-CF	\$0
ME MH Indigent Psychiatric Medication Program	MH076	MH076-CF	\$0
Care Coordination (Mental Health)	MH0CH	MHACH-CF	\$0
ME 211 Helpline Supports – CARES ACT	MH0CA	MHCAF-CF	\$0
ME FACT Program Administration – CARES ACT	MH0CA	MHCAF-CF	\$0
ME Jail-Based and Forensic Services Diversion – CARES ACT	MH0CA	MHCAF-CF	\$0
Central Receiving Facilities	MH0SR	MH0SR-CF	\$0
ME Disability Rights Florida Mental Health	MH0DF	MH0DF-CF	\$0
ME Transition Vouchers Mental Health	MH0TV	MH0TV-CF	\$0
Adult Mental Health Carry Forward Total:			\$0
Child Mental Health Carry Forward			
General Revenue (MH)	MH000	MHC00-CF	\$0
ME Children's Care Coordination – CARES ACT- Direct Client Services	MH0CA	MH0CA-CF	\$0
ME MH Community Action Teams (CAT) - CARES ACT	MH0CA	MH0CA-CF	\$0
ME MH Community Action Treatment (CAT) Teams	MH0CA	MH0CA-CF	\$0
ME Care Coordination (Mental Health)	MH0CH	MH0CH-CF	\$0
ME MH Mobile Crisis Teams	MH0MCT	MH0MCT-CF	\$0
Child Mental Health Carry Forward Total:			\$0

SUBSTANCE ABUSE			
Budget Entity - 60910604	Parent OCA	OCA	Amount
Adult Substance Abuse Services			
General Revenue (SA)	MS000	MSA00	\$0
HIV Services	MS023	MSA23	\$0
Prevention Services	MS025	MSA25	\$0
Adult Substance Abuse Services Total:			\$0
Adult Substance Abuse Special Projects			
ME Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families		MS081	\$0
ME SA Family Intensive Treatment (FIT)		MS091	\$0
Family Intensive Treatment (FIT) Teams - Expansion	MS091	MS091-X	\$0
ME St. Johns County Sheriff's Office - Detox Program		MS097	\$0
ME St. Vincent's Healthcare-Savings Lives Project		MS016	\$0
ME Road to Recovery - Opioid Response		MS018	\$0
ME SA McKinney Settlement - SA Services	MS025	MS025-A	\$0
Care Coordination (Substance Abuse)	MS025	MSACN	\$0
Temporary Assistance for Needy Families (TANF)	MS078	MSATB	\$0
ME SA Primary Prevention SAPT Supplemental 1	MS025	MS025-A	\$0
ME NAS/SEN Care Coordination - CARES ACT - Providers		MSCAS	\$0
ME SA Community Based Services		MSCBS	\$0
ME SA Services SAPT Supplemental 1	MS0CM	MSCOM-A	\$0
ME SA NES/SEN Care Coordination SAPT Supplemental 1		MSCS2	\$0
ME State Opioid Response Disc - Rec Comm Org - Year 2		MSCR2	\$0
ME SA State Funded Federal Excluded Services		MSCR3	\$0
ME State Opioid Response Disc Grant-CPRA		MS0GP	\$0
ME State Opioid Response SVCS-MAT - Year 2		MS0M2	\$0
ME State Opioid Response SVCS-MAT - Year 3		MS0M3	\$0
ME SA Suicide Prevention SAPT Supplemental 1	MS0PV	MS0PV-A	\$0
ME Transition Vouchers Substance Abuse		MSTRV	\$0
ME SA Transitional Vouchers SAPT Supplemental 1		MSTRV	\$0
Adult Substance Abuse Special Projects Total:			\$0
Total Adult Substance Abuse Funds:			\$0
Child Substance Abuse Services			
General Revenue (SA)	MS000	MSC00	\$149,803
HIV Services	MS023	MSC23	\$0
Prevention Services	MS025	MSC25	\$0
Child Substance Abuse Services Total:			\$149,803

Child Substance Abuse Special Projects			
ME SA Prevention Partnership Program	MS0CM	MS0PP	\$0
ME SA Services SAPT Supplemental 1	MS0CM	MSCOM-C	\$0
Care Coordination (Substance Abuse)	MS025	MSCCN	\$0
ME SA Primary Prevention SAPT Supplemental 1	MS025	MS025-C	\$0
ME SA McKinney Settlement - SA Services	MS025	MS025-C	\$0
Temporary Assistance for Needy Families (TANF)	MS078	MS078	\$0
ME State Opioid Response Disc Grant SVCS-Prevent - Year 2		MS0P2	\$0
ME State Opioid Response Disc Grant SVCS-Prevent - Year 3		MS0P3	\$0
ME SA Prevent Partnership Program SAPT Supplemental 1	MS0PV	MS0PV-C	\$0
ME SA Suicide Prevention SAPT Supplemental 1	MS0PV	MS0PV-C	\$0
Child Substance Abuse Special Projects Total:			\$0
Total Child Substance Abuse Funds:			\$149,803

Total Substance Abuse Funds:			\$149,803
<u>Adult Substance Abuse Carry Forward</u>			
General Revenue (SA)	MS000	MSA00-CF	\$0
ME SA Family Intensive Treatment (FIT)	MS091	MS091-CF	\$0
ME St. Vincent's Healthcare-Savings Lives Project	MS016	MS016-CF	\$0
Care Coordination (Substance Abuse)	MS025	MSACN-CF	\$0
ME NAS/SEN Care Coordination - CARES ACT - Providers	MSCAS	MSCAS-CF	\$0
ME SA Community Based Services	MSCBS	MSCBS-CF	\$0
ME Transition Vouchers Substance Abuse	MSTRV	MSTRV-CF	\$0
Adult Substance Abuse Carry Forward Total:			\$0
<u>Child Substance Abuse Carry Forward</u>			
General Revenue (SA)	MS000	MSC00-CF	\$0
Care Coordination (Substance Abuse)	MS0CH	MSC0CH-CF	\$0
Child Substance Abuse Carry Forward Total:			\$0
Total Substance Abuse Carry Forward Funds:			\$0

Total for All Programs: \$315,365

*The provider may utilize funds between Adult and Child programs for eligible OCAs, at the approval of LSFHS.

EXHIBIT L
COVERED SERVICE RATES BY PROGRAM

	Adult Mental Health TANF?	Children's Mental Health TANF?	Adult Substance Abuse TANF?	Children's Substance Abuse TANF?	Unit Rate
01. Assessment					
01a. Direct Staff Hour					
02. Case Management - Enhanced					
02a. Direct Staff Hour					
02b. Day (24 hour)					
03. Case Management - Wraparound Clients					
03a. Crisis Stabilization					
04. Crisis Support/Emergency					
05. Day Care					
06. Day Treatment					
07. Drop-in/Self Help Centers					
07a. Direct Staff Hour (4 hour)					
08. Drop-in/Self Help Centers - Daily					
08a. Day (24 hour)					
09. Inpatient					
10. Intensive Case Management					
11. Intervention - Individual					
12. Medical Services					
13. Medication Assisted Treatment					
13a. Medication Assisted Treatment - Weekly					
13b. Medication Assisted Treatment - Weekly Methadone					
13c. Medication Assisted Treatment - Weekly Buprenorphine					
13d. Medication Assisted Treatment - Sublocade					
13e. Medication Assisted Treatment - Enhanced					
14. Outpatient - Individual					
15. Outreach					
15a. Outreach - Monthly					
18. Residential - Level I					
18a. Residential - Level I (Forensic)					
18b. Residential - Level I (Enhanced Rate)					
19. Residential - Level II					
19a. Residential - Level II (Forensic)					
19b. Residential - Level II (Enhanced Rate)					
19c. Residential - Level II STGC					
19d. Residential - Level II PIL					
20. Residential - Level III					
20a. Residential - Level III (Forensic)					
20b. Residential - Level III (Enhanced Rate)					
21. Residential - Level IV					
21a. Residential - Level IV (Forensic)					
21b. Residential - Level IV (Enhanced Rate)					
22. Respite Services					
24. Substance Abuse Inpatient Detoxification					
25. Supported Employment					
26. Supportive Housing/Living					
26a. Supportive Housing/Living - Monthly					
26b. Supportive Housing/Living - Care Coordination Clients					
27. TASC					
28. Incidental Expenses					
29. Aftercare					
30. Information and Referral					
32. Substance Abuse Outpatient Detoxification					
34. FACT Teams					
34E. FACT Teams - Enhanced Rate					
34SI. FACT Teams - St. Johns					
35. Outpatient - Group					
36. Room and Board with Supervision - Level I					
37. Room and Board with Supervision - Level II					
37a. Room and Board with Supervision - Level II STGC					
37b. Room and Board with Supervision - Level II STGC - B					
37c. Room and Board with Supervision - Level II STGC - L					
37d. Room and Board with Supervision - Level II STGC - N					
37e. Room and Board with Supervision - Level II PIL					
37f. Room and Board with Supervision - Level II OTR					
38. Room and Board with Supervision - Level III					
38a. Room and Board with Supervision - Level III (Enhanced Rate)					
39. Short-Term Residential Treatment					
40. Mental Health Clubhouse Services					
42. Intervention - Group					
43. Aftercare - Group					
44. Comprehensive Community Service Team - Individual					
45. Comprehensive Community Service Team - Group					
46. Recovery Support - Individual					
47. Recovery Support - Group					
48. Prevention - Individual					
49. Prevention - Selective					
50. Prevention - Universal Direct					
51. Prevention - Universal Indirect					
BNET. Behavioral Health Network (BNET)					
TBED. Transitional Beds					
MFT. Multidisciplinary Forensic Team					

All Exhibits and Incorporated Documents can be found on the LSF Health Systems website:
<https://www.lsfhealthsystems.org/contract-documents/>

Document	#	Title
Exhibit	A	Required Reports
Exhibit	B	Performance Outcome Measures
Exhibit	C	Projected Operating and Capital Budget
Exhibit	D	Personnel Detail Record
Exhibit	E	Agency Capacity Report
Exhibit	F	Program Descriptions
Exhibit	G	Submission of Information Form
Exhibit	H	Funding Detail
Exhibit	I	Invoice
Exhibit	J	Local Match Calculation Form
Exhibit	K	Federal Block Grant Requirements
Exhibit	L	Covered Service Rates by Program
Exhibit	N	Incidental Expenses Request/Approval Form
Incorporated Document	1	LSF Glossary of Contract Terms
Incorporated Document	2	Evidence-Based Practice Guidelines
Incorporated Document	3	State and Federal Laws, Rules, and Regulations
Incorporated Document	5	Substance Abuse and Mental Health (SAMH) Funding Resource Guide
Incorporated Document	6	Residential Placements using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process
Incorporated Document	11	Expiration/Termination Transition Planning Requirements
Incorporated Document	13	Tangible Property Requirements and Contract Provider Property Inventory Form
Incorporated Document	14	Performance Outcomes Measurement Manual
Incorporated Document	19	Financial Management Requirements
Incorporated Document	27	National Voter's Registration Act Guidelines
Incorporated Document	30	Children's Mental Health Care Coordination Program
Incorporated Document	32	Suicide Prevention Best Practices
Incorporated Document	36	Recovery Management Practices

**All Exhibits and Incorporated Documents are subject to revision. The Managing Entity may update the Exhibits and/or Incorporated Documents without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.*

DRAFT

[illegible]

DRAFT

****All Special Attachments are subject to revision. The Managing Entity may update the Attachments without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.***

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C11 - Proposed Allocation Changes for 2021-2022

Description

Staff allocation documents clarify how each school, district, department, and division is staffed for the 2021-2022 school year. The School Board is required to take action on all staff allocation changes.

Gap Analysis

These allocations are required to ensure the adequate staffing of the district and schools.

Previous Outcomes

The district and schools are adequately staffed.

Expected Outcomes

Staffing will be sufficient to meet the needs of the various schools and district departments.

Strategic Plan Goal

The district ensures fiscal responsibility and equitable distribution of resources.

Recommendation

Approve the staff allocation plan as submitted.

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904) 336-6722, susan.legutko@myoneclay.net

Financial Impact

Reflected on attachment

Review Comments

Attachments

② [20 21 Allocation Summary - October 7, 2021.pdf](#)

PROPOSED CHANGES TO STAFF ALLOCATIONS

2021-2022 SUMMARY

Board Meeting, October 7, 2021

School	Add	Delete	Allocation	Comment	Salary	Benefits	Total Cost
			2021-2022 ACTIONS				
			General Funds				
WEC-0241	0.9		ESE Assistant, Behavioral Health	Program Needs	\$16,015	\$5,168	\$21,183
LJH-0351		0.9	ESE Assistant, Behavioral Health	Program Needs	(\$16,015)	(\$5,168)	(\$21,183)
OHS-0661	1.0		School Secretary, 12 Month	Program Needs	\$26,130	\$8,432	\$34,562
				TOTAL:	\$26,130	\$8,432	\$34,562
			Federal Funds (IDEA 420/4100.2)				
LJH-0351		0.9	ESE Assistant, Behavioral Health	Program Needs	(\$16,015)	(\$5,168)	(\$21,183)
OVE-0621	0.9		ESE Assistant, Behavioral Health	Program Needs	\$16,015	\$5,168	\$21,183
				TOTAL:	\$0	\$0	\$0
			Federal Funds (UniSIG 420/4152.2)				
CEB-0071	2.0		Curriculum Coach	Program Needs	\$90,070	\$29,066	\$119,136
				TOTAL:	\$90,070	\$29,066	\$119,136
			Federal Funds (ESSER II 443/4811.2)				
OLJ-0611	0.6		Computer Lab Assistant	Program Needs	\$11,131	\$3,592	\$14,722
				TOTAL:	\$11,131	\$3,592	\$14,722

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C12 - Deletion of Certain Items Report - September, 2021

Description

The items listed have been surveyed by the Coordinator of Property Control, at the request of the Cost Center Property Manager, and the recommended disposition is noted. These items are either obsolete, unusable or beyond economical repair. These items should be removed from active inventory and disposed of in the manner indicated. Deletions are for property items received in the month of August, 2021.

Gap Analysis

N/A

Previous Outcomes

Property Records followed State mandate on trackable assets, Chapter 274.05.

Expected Outcomes

Tangible Personal Property shall be controlled and supervised from acquisition through transfer or disposal. Disposal of property shall be in accordance with Section 274.05, Florida Statutes. All deletions of items with a value of \$1,000.00 or more will be approved by The School Board of Clay County prior to disposition - School Board Policy Section 5.03C.

Strategic Plan Goal

Goal 2: Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Approve Deletion of Certain Items Report - September, 2021 as submitted.

Contact

Dr. Susan Legutko,
Assistant Superintendent for Business Affairs
(904)-336-6721
susan.legutko@myoneclay.net

Financial Impact

Provides additional storage space and eliminates the need to account for unusable property. Reduces the dollar value of Tangible Personal Property.

Review Comments**Attachments**

📎 [Deletion Report-September, 2021.pdf](#)

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 09/30/2021

<u>Disposal Method</u>	<u>Tag</u>	<u>Description</u>		<u>Acquisition Date</u>	<u>Disposal Date</u>	<u>Purchase Amount</u>	<u>Depreciation Value</u>
LCTN 0232 GROVE PARK ELEMENTARY							
Surplus Sale	11000219	CART:MILK MOBILE-ATLAS METAL B	Furniture,Fixtures & Equipment	10/21/2010	09/02/2021	7,046.00	7,046.00
						7,046.00	7,046.00
LCTN 0261 DOCTORS INLET ELEMENTARY							
Surplus Sale	00091359	MOWER: SELECT SERIES X300 W/42	Furniture,Fixtures & Equipment	03/08/2007	09/02/2021	2,099.25	2,099.25
						2,099.25	2,099.25
LCTN 0311 KEYSTONE HEIGHTS JR/SR HIGH							
Surplus Sale	00060294	SCRUBBER:FLOOR MINUTEMAN	Furniture,Fixtures & Equipment	09/05/1995	09/02/2021	2,973.67	2,973.67
Surplus Sale	00066986	SWEEPER/KLEEN SWEEP:BATTERY OP	Furniture,Fixtures & Equipment	05/07/1999	09/02/2021	2,388.75	2,388.75
Surplus Sale	00087188	SCRUBBER: 240X; 24V W/BATTERY	Furniture,Fixtures & Equipment	05/11/2006	09/02/2021	4,592.00	4,592.00
						9,954.42	9,954.42
LCTN 0341 CLAY HIGH SCHOOL							
Junk/Parts	00075444	AERATOR:RYAN TRACAIRE	Furniture,Fixtures & Equipment	11/29/2001	09/02/2021	2,995.10	2,995.10
						2,995.10	2,995.10
LCTN 0351 LAKESIDE JUNIOR HIGH							
Junk/Parts	00071597	DESK:LIBRARY CIRCULATION	Furniture,Fixtures & Equipment	05/11/2000	09/02/2021	3,839.16	3,839.16
						3,839.16	3,839.16
LCTN 0361 ORANGE PARK JR HIGH							
Junk/Parts	00036336	OVEN: CONVECTION POWER SAVE	Furniture,Fixtures & Equipment	08/10/1987	09/02/2021	2,297.00	2,297.00
Junk/Parts	00036337	OVEN: CONVECTION POWER SAVE	Furniture,Fixtures & Equipment	08/10/1987	09/02/2021	2,297.00	2,297.00
Surplus Sale	00086967	REFRIGERATOR: TRAULSEN REACH-I	Furniture,Fixtures & Equipment	09/22/2005	09/02/2021	5,745.15	5,745.15
						10,339.15	10,339.15
LCTN 0371 WILKINSON JR HIGH							
Surplus Sale	00042901	TABLE:HOT SERVING MOBILE (FOUR	Furniture,Fixtures & Equipment	12/12/1986	09/02/2021	2,447.00	2,447.00
Surplus Sale	00062427	CABINET HOT W/CASTERS	Furniture,Fixtures & Equipment	03/25/1996	09/02/2021	1,959.00	1,959.00
Surplus Sale	00072179	CABINET:CRESCOR HOT W/CASTERS	Furniture,Fixtures & Equipment	06/29/2000	09/02/2021	2,133.00	2,133.00
Junk/Parts	00092047	LAMINATOR: HEATSEAL ULTIMA - G	Furniture,Fixtures & Equipment	10/11/2007	09/02/2021	1,470.00	1,470.00
						8,009.00	8,009.00
LCTN 0531 THUNDERBOLT ELEMENTARY							
Surplus Sale	00074902	PIANO:YOUNG CHANG UPRIGHT W/BE	Furniture,Fixtures & Equipment	09/14/2000	09/02/2021	3,115.00	3,115.00
						3,115.00	3,115.00

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 09/30/2021

<u>Disposal Method</u>	<u>Tag</u>	<u>Description</u>		<u>Acquisition Date</u>	<u>Disposal Date</u>	<u>Purchase Amount</u>	<u>Depreciation Value</u>
	LCTN	0551	FLEMING ISLAND HIGH SCHOOL				
Junk/Parts	12000165	COPIER: DIGITAL - RICOH MP201S	Furniture,Fixtures & Equipment	11/30/2011	09/02/2021	1,196.00	1,196.00
						1,196.00	1,196.00
	LCTN	9021	MAINTENANCE DEPARTMENT				
Surplus Sale	00045948	CABINET HOT	Furniture,Fixtures & Equipment	02/24/1992	09/02/2021	1,859.00	1,859.00
Surplus Sale	11000218	CART:MILK MOBILE-ATLAS METAL B	Furniture,Fixtures & Equipment	10/21/2010	09/02/2021	7,046.00	7,046.00
						8,905.00	8,905.00
Total Furniture			Total Vehicles	Total Audio Visual	Total Software	Totals for Deletion Report	
57,498.08			0.00	0.00	0.00	57,498.08	57,498.08

Note:AUGUST 2021 DELETIONS

Disposal Method Descriptions:

JUNK/PARTS - Part(s) of an asset are used and remainder of part(s) are sold, recycled or disposed
 TRADE-IN - Vendor issues a credit towards a new purchase
 THEFT/VANDALISM - Items stolen or broken (police report attached)
 MISSING - Items lost and are not found during property inventory (Annually)
 SURPLUS SALE - Items that are outdated, not working or obsolete. Items are either sold, recycled or disposed
 ENTERED IN ERROR- Not used

TRANSFER/DONATION - From Clay County District to an Outside Agency (Approved by Board or Superintendent)
 DESTROYED - Fire/Natural Disaster, etc.
 THRESHOLD (ex. \$750 TO \$1000)

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C13 - Contract Renewal - County-Wide Professional Mechanical/Electrical Engineering Services Architect/Engineer Agreement

Description

Renew Contract as required per FS 287, DOE 6A-1.012 and School Board Policy
County-Wide Mechanical/Electrical Engineering Services Architect/Engineer Agreement: Contract Period is October 1, 2021 through October 1, 2022. The contract period is for 1 year and is the first renewal option.

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the items to meet their needs.

Previous Outcomes

Original Contract was Board approved and has been used successfully during the past term to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board; we expect the contractors and vendors to continue providing quality services and products at the same terms and conditions as when the original Bid were awarded.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Extend renewal as follows:

County-Wide Mechanical/Electrical Engineering Services Architect/Engineer Agreement:

Listed in alphabetical order:

- Graef, 2300 Maitland Center Parkway Suite 210, Maitland, Florida 32751
- H2 Engineering, 2246 NW 40th Terrace Suite B, Gainesville, Florida 32605
- Haddad Engineering, Inc., 3030 Hartley Rd Suite 290, Jacksonville, Florida 32257
- Mitchell Gullledge Engineering, Inc., 210 SW 4th Ave, Gainesville, Florida 32601
- TLC Engineering Solutions, 1301 Riverplace Blvd, Jacksonville, Florida 32207

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

All funding necessary for the Mechanical/Electrical fees resulting from this contract are budgeted within the Educational Facilities Plan. Fiscal impact will be based on the budget of the individual projects.

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C14 - Contract Renewal – Benefitfocus Agreement for Web Based Enrollment and Eligibility Management System RFP # 18-BA-123

Description

Contract Renewal – Benefitfocus Agreement for Web Based Enrollment and Eligibility Management System RFP #18-BA-123: The Agreement/Order Form was effective as of June 11, 2018 and had an initial subscription term of 5 years. Amendment No. 2 is extending Agreement/Order Form through July 18, 2025 and reducing the annual amount by \$40,000.

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the items to meet their needs.

Previous Outcomes

Original Contract was Board approved and has been used successfully during the past term to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board; we expect the contractors and vendors to continue providing quality services and products at the same terms and conditions as when the original Bid were awarded.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Contract Renewal – Benefitfocus Agreement for Web Based Enrollment and Eligibility Management System:

-Benefitfocus, 100 Beneditfocus Way, Charleston, SC 29492

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

There is no financial impact to the District due to the agreement with the Bailey Group that was Board Board approved on March 4, 2021

Review Comments

Attachments

📎 [220031 Benefitfocus Amend 2.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **220031**
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: **8/20/21**

Name of Contract Initiator: **Sheila Gann**

Telephone #: **336-6747**

School/Dept Submitting Contract: **Insurance**

Cost Center #

Vendor Name: **Benefitfocus**

Contract Title: **Amendment No. 2 to Order Form**

Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐ Previous Year Contract # **190131**

Contract Term: Renewal Option(s):

Contract Cost: **None**

☒ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract)*

**This Statement MUST BE included in the body of the Contract:*

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
AUG 20 2021
PURCHASING

RECEIVED
8/25/2021
SBAO

** AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	Addendum for Contract for RFP 18-BA-123
Review Date 8/23/2021	
School Board Attorney AB	See Addendum Changes Written in Blue on Orange Tab. (Order Form)
Review Date 9/3/21	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: 9/10/2021

Amendment No. 2 to the Order Form

This Amendment No. 2 ("Amendment") to the **Order Form dated July 11, 2018** ("Order Form"), is between Benefitfocus.com, Inc. ("Benefitfocus") and the School Board of Clay County, Florida ("Client") and is made on August 16, 2021.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with software services; and

WHEREAS, the parties agree to extend the term and modify the employee count; and

WHEREAS, Benefitfocus agrees to off Client an annual credit to be used for services rendered; and

WHEREAS, the parties agree to amend the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

1. **Term.** The current term of the Order Form shall now be extended through July 18, 2025.
2. **Section I. Subsection 6. Employee Count.** Effective August 1, 2021, this section is deleted in its entirety and replaced with the following.
Employee Count: 4,800 Enrollment Eligible (Full)
0 Enrollment Eligible (Voluntary Only)
0 Non-Enrollment Eligible
3. **Section IV.A.4. Ongoing Services Terms & Conditions.** This section is deleted in its entirety and replaced with the following.
The fees set forth in the Order Form will remain fixed through July 18, 2025. Annually, thereafter, Benefitfocus will Increase the Ongoing Software Services fees on an annual basis by the greater of 3% or, CPI-U.
4. **Credit.** Upon second signature of this Amendment, Benefitfocus will place a \$40,000 non-refundable credit on Client's account to be used only towards Benefitfocus Marketplace recurring services currently invoiced but not paid as of the Effective Date or future services ordered after the Effective Date. Annually thereafter, Benefitfocus will continue to place a \$40,000 non-refundable credit on Client's account each contract year until the termination date of July 18, 2025.
5. **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.
6. **Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

BENEFITFOCUS.COM, INC.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

DRAFT

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C15 - Memorandum of Understanding Among the U.S. Naval Criminal Investigative Service and the Participating Federal, State, County, and Municipal Agencies in the Southeast Law Enforcement Alliance Project (LEAP) Information Sharing Initiative Known as the Law Enforcement Information Exchange (LINX)

Description

The Memorandum of Understanding Among the U.S. Naval Criminal Investigative Services and the Participating Federal, State, County and Municipal Agencies in the Southeast Law Enforcement Alliance Project (LEAP) Information Sharing Initiative known as the Law Enforcement Information Exchange (LINX). Sharing Criminal Justice Information enables the sharing of vital criminal justice information with many Law Enforcement Agencies across the Southeastern United States in order to ensure Safe Schools.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve the Memorandum of Understanding with the U.S. Naval Criminal Investigative Services and the Participating Federal, State, County and Municipal Agencies in the Southeast Law Enforcement Alliance Project (LEAP) Information Sharing Initiative Known as the Law Enforcement Information Exchange (LINX).

Contact

Bryce Ellis, Assistant Superintendent Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
Kenneth Wagner, Chief of Police, (904) 336-0101, kenneth.wagner@myoneclay.net, 904-336-0101

Financial Impact

None

Review Comments**Attachments**

📎 [SOUTHEAST LInX MOU - Nov 2019.pdf](#)

**MEMORANDUM OF UNDERSTANDING
AMONG THE U. S. NAVAL CRIMINAL INVESTIGATIVE SERVICE AND THE
PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES IN THE
SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT (LEAP) INFORMATION
SHARING INITIATIVE KNOWN AS THE LAW ENFORCEMENT INFORMATION
EXCHANGE (LINX)**

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the U. S. Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies in the Southeast Law Enforcement Alliance Project (LEAP) who are participating in an information sharing initiative known as the Law Enforcement Information Exchange (LInX) for the operation of a regional warehouse of databases. The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11th terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. The LInX will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information. For security purposes, LInX access will be via a separate, sensitive but unclassified server.

3. The LInX will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical strategic resources in the Southeast.

B. PARTIES.

1. The parties to this MOU are the U. S. Naval Criminal Investigative Service and law enforcement agencies within the Southeast, Federal Law Enforcement Agencies (via N-DEx web service), and Department of Defense Law Enforcement Agencies.

a. Participating agencies will also have access to the other fourteen (14) regional LInX systems.

2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board. The Governance Board shall establish criteria for eligibility to join; such as but not limited to security compliance, data accountability, technical capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

C. POINTS OF CONTACT. Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification thereof to the POCs of all other parties.

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.3 dated July 11, 1986 and SECNAVINST 5520.3B dated January 4, 1993;

2. Authority for Florida state, county, and local agencies to enter into this MOU includes Sections 943.03(5), 943.03(14), 943.0312(2), and 943.0544(5), Florida Statutes (2004).

3. Authority for Georgia state, county, and local agencies to enter into this MOU includes OCGA 36-69-1, et seq. The Georgia Mutual Aid Act and the Georgia Constitution, Article 9, Section 3, provides local departments the authority to enter into MOU's.

4. Authority for Alabama state, county, and local agencies to enter into this MOU includes Alabama Code, Title 36, Chapter 11, Article 3 Agreements and Cooperation by Law Enforcement Agencies

5. Authority for Mississippi state, county, and local agencies to enter into this MOU includes MS Code 45-27-7, Duties and functions of the Justice Information Center

6. Authority for Louisiana state, county, and local agencies to enter into this MOU includes Title 44 RS 44:3D Records of prosecutive, investigative, and law enforcement agencies, and communications districts.

MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of the participating law enforcement agencies in the Southeast in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force

protection for the Nation's critical infrastructure in the Southeast. The specific objectives of the LInX are to:

1. Integrate specific categories of existing law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.
2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.
3. Provide the means for the participating agencies to develop analytical products to support law enforcement, criminal investigation, force protection, and counter-terrorism operational and investigative activities.
4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

F. CONCEPT.

1. The LInX is a cooperative partnership of Federal, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. The LInX is not intended to, and shall not, be deemed to have independent legal status.
2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use copies of information from its own records which may be pertinent to LInX's mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.
3. The LInX database warehouse is currently located at the Northeast Florida HIDTA site in Jacksonville, Florida. This site meets the requirements for security accreditation, and contains "Sensitive But Unclassified" (SBU) information from the records systems of the MOU parties. All parties contributing data to the LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only. All other regional LInX database warehouses are consolidated at the Alexandria, Virginia Police Department, for major cost savings for the Naval Criminal Investigative Service, which maintains the database warehouses.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

1. Each party retains sole ownership of, exclusive control over content and sole responsibility for the information it contributes, and may at will at any time update or correct any of its information in LInX, or delete it from the LInX entirely. All system entries will be clearly marked to identify the contributing party.

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in the LInX.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into the LInX.

5. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. The LInX will thus only be populated with mirrored information derived from each contributing party's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in the analysis of LInX information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on

another party's information, must first obtain the data directly from the entering party and obtain the entering party's express permission to use the data.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be nonrecord material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, photographs, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent a complete mirror image of that party's records system for any subject or person.

H. ACCESS TO AND USE OF INFORMATION.

1. Each party will contribute information to the LInX and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for the LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the Southeast Law Enforcement Alliance Project's LInX Governance Board. Only duly constituted law enforcement components of Federal, military, state, county, or local jurisdictions may become members of the LInX.

3. All parties will have access via a secure internet connection to all the information in the LInX, as provided in this MOU and any other applicable agreements that may be established for the LInX; and each agency is responsible for providing its own internet connectivity.

4. An accessing party has the sole responsibility and accountability for ensuring that an access comports with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access the LInX when it has a legitimate, official need to know the information for an authorized law enforcement purpose, such as counter

terrorism, public safety, and/or national security, after receiving training appropriate to this MOU.

6. An accessing party may use information for official matters only. The system cannot be used for general licensing and employment purposes, background investigations of federal, state or local employees, or any other non-law enforcement purpose. The LInX system may be queried by member agencies to assist them in developing leads to pursue in the vetting process of candidates for employment in their own agencies. However, the information contained in LInX CANNOT be utilized as the basis for a hiring decision. Any leads developed as a result of the LInX queries must be verified with the contributing agencies and only the actual, verified data may be used in the hiring decision.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

(a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and

(b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies who are not part of this MOU will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by

applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under the Federal or State benefit programs, or to recoup payments or delinquent debts under such Federal or State benefit programs.

12. The LInX will include an audit capability that will log user activity. Each agency will designate a point of contact who shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one-member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

I. SECURITY.

1. Each party will be responsible for designating those employees who have access to the LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of its (and its governmental superior's) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the LInX system as if it were an abuse of their own sensitive information systems of records.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants, etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4–11, above.

J. PROPERTY.

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS. After expiration of any warranties, the NCIS and the Southeast

Law Enforcement Alliance Project Governance Board will determine the responsibility for the maintenance of the server.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to the LInX. The accessing party is responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. COSTS.

1. Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. LIABILITY.

1. The LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX related functions shall not be considered employees of the LInX or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

M. GOVERNANCE.

1. The parties recognize that the success of this project requires close cooperation on the part of all parties. To this end, the LInX system will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The Southeast Law Enforcement Alliance Project Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. In emergency situations, the presiding officer may conduct a telephone or email poll of Board members to resolve any issues. The Governance Board may also establish any needed committees such as technical, user, oversight, and legal.

4. Disagreements wholly among and between LInX members arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of the LInX system and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of the Governance Board (including adequately informing current and future parties). Such governance agreement(s) may, for instance address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. DISCLOSURE OF THIRD PARTY INFORMATION.

1. When addressing any request for the disclosure of third agency information where that information was obtained as a result of a query(s) made through the LInX system, the participating agencies shall comply with the following policy:

(a) In all cases, for providers of any third agency information held in another LInX MOU signatory's files, the provider retains proprietary ownership of the information other than as provided by specific law.

(b) As agreed by all parties and established in Sections G, H and I of the LInX MOU and herein, information acquired through the LInX System by all parties, shall be considered sensitive law enforcement information, the non-disclosure of which is essential to law enforcement or the protection of on-going

investigations and persons rights to privacy. Therefore, in all cases the agency with proprietary interest will be immediately notified of a request for sharing or disclosure of that information from any agencies or parties outside of participating agencies in the LInX system.

(c) All parties agree to assist and cooperate with any signatories in protecting information from harmful disclosure to the fullest extent of the law.

(d) It is not the intention of this agreement to circumvent or obstruct existing open government and/or public information disclosure laws. Rather it is intended to ensure the protection of sensitive law enforcement information, information that has been designated as part of an active and ongoing investigative effort by any party, and other information as protected by applicable Federal and State privacy laws.

O. NO RIGHTS IN NON-PARTIES.

1. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

P. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of all the other parties applicable at the time of the joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty 30 days. A party's participation may also be terminated involuntarily as may be provided in applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to the LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's information, and to the other parties' disclosure and use of a terminating party's information.

Q. APPENDICES.

A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

**SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT LINX MEMORANDUM
OF UNDERSTANDING**

Signatory Page

For The _____

Signature: _____ Date: _____

Name: _____

Title: _____

DRAFT

**APPENDIX A – SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LInX
MEMORANDUM OF UNDERSTANDING**

PURPOSE. This document effects the joining by the **CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT AND THE CLAY COUNTY SCHOOL BOARD** in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN AS THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW ENFORCEMENT INFORMATION EXCHANGE (LInX).

AUTHORITY. Authority for the Joining Party to enter into this MOU includes:

—.

AGREEMENT. The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

POINT OF CONTACT. The Joining Party's POC is:

Name and Title: _____
Office Phone: _____ Cell: _____ Fax: _____
Address: _____
Email/Other: _____

COSTS. Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

EFFECTIVE DATE/DURATION/TERMINATION. This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the Southeast Law Enforcement Alliance Project's Governance Board authorized to do so under the LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR THE JOINING PARTY:

Signature: _____ Date: 10-07-21

Name Mary Bolla

Title and Agency: Board Chair - Clay County School Board

Signature: _____ Date: 10-07-21

Name David Broskie

Title and Agency: Superintendant - Clay County District Schools

Signature: _____ Date: 10-07-21

Name Kenneth Wagner

Title and Agency: Chief of Police - Clay County District Schools Police Department

**FOR THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW
ENFORCEMENT INFORMATION EXCHANGE (LInX):**

Signature: _____ Date: _____

Name: _____

Title and Agency: _____

Signature: _____ Date: _____

Name: _____

Title and Agency: _____

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C16 - Interlocal Agreement to Sell Low-Priced Fuel to the Clay County Board of County Commissioners for Use of Fire and Rescue Vehicles in the Keystone Heights Area

Description

This agreement between the Clay County Board of County Commissioners and the School Board of Clay County is to be able to provide a source of low-priced gasoline for Fire and Rescue vehicles located at Fire Station Number 23 in the area of Keystone Heights, Florida.

Gap Analysis

The Board of County Commissioners is in need of a source of low-priced diesel fuel for fire and rescue vehicles located at Fire Station Number 23 in the area of Keystone Heights, Florida, other than the utilization of privately-owned fuel stations or county fueling stations in Keystone Heights.

Previous Outcomes

The Clay County School Board agreed to sell gasoline to the Board of County Commissioners from the Keystone Facility. The price per gallon cost plus a 3.45 percent administrative fee charged by and payable to the School Board.

Expected Outcomes

The Board of County Commissioners could realize significant savings to the tax payers by purchasing diesel from the Clay County School Board at the facility.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve the Interlocal Agreement.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Financial Impact

No cost to the District.

Review Comments

Attachments

🔗 [Interlocal Agreement with Clay County for Keystone Hts. Fuel.pdf](#)

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this ____ day of October, 2021 by and between Clay County, a political subdivision of the State of Florida ("County"), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida ("School Board").

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the County is in need of a source of low-priced diesel fuel for fire and rescue vehicles in the area of Keystone Heights, Florida; and

WHEREAS, the School Board maintains diesel fuel pumping facilities near McRae Elementary School, 6770 County Road 31SC, in Keystone Heights, Florida ("Facility"); and

WHEREAS, the County could realize significant savings to the taxpayers by purchasing diesel from the School Board at the Facility; and

WHEREAS, the School Board is willing to sell diesel fuel to the County from the Facility.

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the parties do hereby agree as follows:

1. Florida Interlocal Cooperation Act. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:

a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. The School Board agrees to sell diesel fuel to the County from the Facility for Clay County Fire and Rescue vehicles.

3. The price per gallon charged to the County will be the School Board's per gallon cost plus a 3.45 percent administrative fee charged by and payable to the School Board.

4. Clay County Fire and Rescue personnel assigned to Fire Station No. 23 ("CCFR Personnel") will have 24-hour access to the Facility and will be provided keys or other materials or information as may be needed to access the Facility and operate the pumps therein situated.

5. CCFR Personnel will be responsible for securing/locking access points to the Facility and pumps upon their departure from the Facility. Any loss suffered by the School Board resulting from the failure of CCFR Personnel to secure the Facility and pumps will be the responsibility of the County.

6. CCFR Personnel who fuel County Fire and Rescue vehicles at the Facility shall record each fuel transaction and the exact amount of fuel dispensed during each transaction. On the first business day of each month during the term of this Agreement, CCFR Personnel or other Clay County personnel as may be designated by the County will submit such transaction record(s) or other documentation ("Usage Report") to the School Board Director of Transportation, which shall reflect each fuel transaction and the total amount of fuel dispensed by CCFR Personnel during the preceding month.

7. The School Board shall reconcile the Usage Report against its own records and transmit to the County a monthly invoice. The County shall remit payment within forty-five (45) days of its receipt of the monthly invoice in accordance with the Local Government Prompt Payment Act.

8. Subject to and within the limitations of Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the School Board from and against any loss, damage, or liability which arises from the negligent or intentional acts of CCFR Personnel in connection with performance of this Agreement. Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided the County pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, the County's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

9. The term of this Agreement shall be effective as of October 1, 2021, and shall remain in effect for a period of one (1) year. The Agreement may be extended or modified only by written agreement of the parties. Either party may terminate the Agreement with or without cause by providing sixty (60) days' written notice to the other party. Such written notice shall be given by certified mail directed to the following addresses:

David Broskie, Superintendent of Schools
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

Howard Wanamaker, County Manager
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
477 Houston Street
P.O. Box 1366
Green Cove Springs, Florida 32043

10. The School Board acknowledges that in the County budget for each fiscal year during which the term of this Agreement is in effect, a limited amount of funds are appropriated and made available for payment under this Agreement. Pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

11. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates.

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

12. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either of the parties to this Agreement.

13. The Agreement may only be modified or amended upon mutual written agreement of the parties. No oral agreements or representation shall be valid or binding upon either party.

14. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

16. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

17. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

18. It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the School Board with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
Mary Bolla
Chairperson

ATTEST:

David Broskie
Superintendent of Schools

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School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C17 - Pre-Qualification of Contractors

Description

Section 1013.46 of Florida Statutes requires School Boards to pre-qualify contractors prior to their being able to bid on construction projects for the district. The rules for pre-qualification are stipulated in the State Requirements for Educational Facilities (SREF). The attached list identifies the contractors to be approved this month. As this is an annual requirement, the attached list may contain both new contractors and contractors seeking to renew their pre-qualification status. Per Florida Statutes, only those contractors currently pre-qualified at the time of bidding may bid on a School Board construction project.

Gap Analysis

Contractor Pre-Qualification is an annual requirement.

Previous Outcomes

CCDS complies with contractor pre-qualification as required by Florida Statutes and SREF (State Requirements for Educational Facilities).

Expected Outcomes

CCDS will remain in compliance by certifying the contractors recommended for pre-qualification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve the attached Contractor Pre-qualification list.

Contact

Dr. Michael Kemp, Director of Facility Planning and Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

🔗 [Table for Board Backup Contractor Prequal, 10.7.21.pdf](#)

SBCC PRE-QUALIFIED CONTRACTORS

The following contractors are being submitted to the School Board for Contractor Pre-Qualification approval having met all requirements of Chapter 1013.46 F. S., as determined by the Pre-Qualification Committee consisting of Michael Kemp, Phil Hans, Bertie Staefe, Chris Deely-Isais and Beth Clark. The pre-qualification certification is valid for one year from the end of the month in which Board approval is obtained.

COMPANY	TRADE CATEGORY	BOND LIMIT	EXPIRATION DATE
Auld & White Constructors, LLC	General Contractor	\$50,000,000.00	October 31, 2022
Ajax Building Company, LLC	General Contractor	\$750,000,000.00	October 31, 2022
CGC, Inc.	General and Underground Utility & Excavation Contractor	\$25,000,000.00	October 31, 2022
Gilbane Building Company	General Contractor	\$500,000,000.00	October 31, 2022
Johnson Controls, Inc.	Mechanical Contractor	\$200,000,000.00	October 31, 2021
Northeast Atlantic Electrical, LLC	Electrical	\$300,000.00	October 31, 2022
Register Roofing & Sheet Metal, Inc.	General and Roofing Contractor	\$10,000,000.00	October 31, 2022
Stellar Group, Inc.	General and Mechanical Contractor	\$75,000,000.00	October 31, 2022
T&M Electric	Electrical Contractor	\$7,000,000.00	October 31, 2022
Thomas May Construction Company	General, Roofing, and Underground Utility & Excavation Contractor	\$25,000,000.00	October 31, 2022
Tim Young Construction, Inc.	General Contractor	\$4,000,000.00	October 31, 2022
Verdex Construction, LLC	General Contractor	\$150,000,000.00	October 31, 2022
Zabatt Engine Services	Electrical and Building Contractor	\$5,000,000.00	October 31, 2022

DRAFT

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C18 - Preliminary (Phase II) Plans and Specifications for Elementary School "R"

Description

Each phase or combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to Preliminary (Phase II) stage. The tentative Phase I estimate from the Construction Management firm of \$33,445,111.00 dated September 16, 2021, is a considerable increase from the Architect's original Phase I estimate of \$22,547,665.00 on July 6, 2021. The dramatic increase in cost appears to be related to the dynamic and strained material and labor shortages caused by Covid-19. The architect and contractor, as well as the design procurement method are almost identical to Discovery Oaks Elementary. The Covid-19 influenced environment is the most notable change between Elementary School "R" and Discovery Oaks Elementary. The Construction Manager, Architect, and Facility Planning and Construction Department have begun to utilize value engineering to reduce cost. Caution will be used to ensure short term savings do not create negative long term impacts.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Preliminary Plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design. Board approval will allow code review to move forward. Code approval will allow procurement of long lead time (the structural steel building lead time of 6-9 weeks for Discovery Oaks Elementary is now 9 months for Elementary School "R").

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve Preliminary (Phase II) Plans and Specifications for Elementary School "R".

Contact

Dr. Michael Kemp, Director of Facilities Planning and Construction, (904) 336-6824, michael.kemp@myoneclay.net

David Kramer, Project Manager, (904) 336-6849, david.kramer@myoneclay.net

Financial Impact

As budgeted in the Educational Facilities Plan for \$26,000,000.00. The Construction Manager's initial Phase I cost estimate is \$33,445,111.00. Phase II cost estimates are expected to be similar.

Review Comments

Attachments

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C19 - Change Order #4 (Direct Purchasing) for Tynes Elementary School New Classroom Addition

Description

Change Orders are initiated by the Contractor, Architect/Engineer or Owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This Change Order returns unspent Owner Direct Purchase Order monies to the Contractor and finalizes the value of tax saving for the project.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve Change Order #4.

Contact

Dr. Michael Kemp, Director of Facilities Planning and Construction, (904) 336-6824, michael.kemp@myoneclay.net

David Kramer, Project Manager, (904) 336-6849, david.kramer@myoneclay.net

Financial Impact

This change order will increase the contract amount by \$6,293.75. Architect fees will not increase as a result of this change order. The owner Direct Purchase Order saved the District \$25,494.31 on the project. These funds are available and budgeted in the Educational Facilities Plan.

Review Comments

Attachments

📎 [Change Order #4 \(Direct Purchasing\) TES New Classroom Addition.pdf](#)

CHANGE ORDER
DOCUMENT AIA G701

Distribution to:

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐

PROJECT: Project No. **C-29-19/20**
Tynes Elementary School
New Classroom Addition
1550 Tynes, Blvd, Middleburg FL 32068

CHANGE ORDER NO. **CH-04**

INITIATION DATE: **October 7, 2021**
ARCHITECT'S PROJECT NO. **BH-202003**

Owner:
School Board of Clay County
900 Walnut Street
Green Cove Springs, FL 32043

CONTRACT FOR: **\$2,530,000.00**

Contractor
CORE Construction Co.
8375 Baymeadows Way
Jacksonville, FL 32256

CONTRACT DATE: **October 1, 2020**

You are instructed to make the following change(s): **DIRECT PURCHASE RECONCILIATION**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time

The original Contract Sum was Base Bid	\$2,530,000.00
The change by previously authorized Change Orders	-\$384,554.24
The Contract Sum prior to this Change Order was	\$2,145,445.76
The Contract Sum will be INCREASED by this Change Order	\$6,293.75
The new Contract Sum including this Change Order will be	\$2,151,739.51
The Contract Time will add	0 Days
The Date of Substantial Completion as of the date of this Change Order is	July 13, 2021

AUTHORIZED:

Bhide & Hall Architects, P.A.
ARCHITECT (Firm Name)

Signature
David S Shively, Architect

Print Name and Title
September 15, 2021

DATE:

CORE Construction Co.
CONTRACTOR (Firm Name)

Signature
DIRK HARRISON / Agent

Print Name and Title
9-20-21

DATE:

School Board of Clay County
OWNER

Signature
Mary Bolla / Board Chair

Print Name and Title
October 7, 2021

DATE:

Core Construction
8375 Baymeadows Way
Jacksonville, FL 32256

DIRECT PURCHASING
NEW CLASSROOM ADDITION AT TYNES ELEMENTARY SCHOOL
C-29-19/20

DATE	REQ. #	P.O. #	VENDOR	P.O. AMOUNT	TAX SAVINGS (6%)	TAX SAVINGS (1.5%)	TOTAL DEDUCTION
CORRECTIONS TO PURCHASE ORDERS PREVIOUSLY REDUCED BY CHANGE ORDER							
12/8/2020	R040252	P2106072	The Ware Group	\$36,505.68	\$2,190.34	\$75.00	\$38,771.02
			The Ware Group	\$36,402.08	\$2,184.12	\$75.00	\$38,661.20
			FUNDS RETURNED TO CONTRACT	\$103.60	\$6.22	\$0.00	\$109.82
12/14/2020	R040454	P2106275	Cemex, Inc.	\$40,025.00	\$2,401.50	\$75.00	\$42,501.50
			Cemex, Inc.	\$34,572.50	\$2,074.35	\$75.00	\$36,721.85
			FUNDS RETURNED TO CONTRACT	\$5,452.50	\$327.15	\$0.00	\$5,779.65
1/14/2021	R041297	P2106895	Communications Supply Corp	\$12,712.48	\$762.75	\$75.00	\$13,550.23
			Communications Supply Corp	\$12,331.31	\$739.88	\$75.00	\$13,146.19
			FUNDS RETURNED TO CONTRACT	\$381.17	\$22.87	\$0.00	\$404.04
3/12/2021	R043431	P2108610	City Electric Supply	\$36,510.00	\$2,190.60	\$75.00	\$38,775.60
			City Electric Supply	\$36,509.77	\$2,190.59	\$75.00	\$38,775.36
			FUNDS RETURNED TO CONTRACT	\$0.23	\$0.01	\$0.00	\$0.24
Total Funds Returned to Contract				\$5,937.50	\$356.25	\$0.00	\$6,293.75

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C20 - Project Priority List (P.P.L.) to Identify Eligible Projects for Capital Outlay & Debt Service (C.O. & D.S.) Expenditures

Description

C.O. & D.S. funds are proceeds from tax on motor vehicle licenses. Projects utilizing these funds must be recommended in the Education Plant Survey and listed on the Project Priority List (P.P.L.). Without their listing on the P.P.L., they are not eligible for expenditure. Per SREF Section 2.1(5)(d), the P.P.L. reflects 2021/22 projects that will be utilizing C.O. & D.S. For 2020/21, C.O. & D.S. funding will be utilized for costs associated with Elementary R.

Gap Analysis

Pursuant to Article XII, Section 9(d), of the Florida Constitution, the first proceeds from the tax on motor vehicle licenses are available to school districts for capital outlay purposes. Projects used for these purposes must be recommended in the Educational Plant Survey and listed on the Project Priority List (P.P.L.). Failure to list the project(s) on the P.P.L. will exclude eligibility for the use of C.O. & D.S. funding.

Previous Outcomes

C.O. & D.S. funds were expended as appropriate on the 2021/22 Educational Facilities Plan and approved by the SBCC at the special called meeting on September 9, 2021.

Expected Outcomes

Expend C.O. & D.S. funds on the project(s) shown on the attached list. It is expected the 2020/21 C.O. & D.S. funds will be utilized for costs associated with Elementary R.

Strategic Plan Goal

Ensure effective management of the organization, operations and facilities to maximize the use of resources and promote a safe, efficient and effective learning environment CCDS Students.

Recommendation

Approve the Project Priority List (P.P.L.) as recommended and comply with both Article XII, Section 9(d) of the Florida Constitution and SREF Section 2.1(5)(d).

Contact

Dr. Michael Kemp, Director, Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

Approval of the P.P.L. allows for eligibility only and has no additional financial impact. Project funding was approved on September 9, 2021 as a requirement in the Educational Facilities Plan.

Review Comments

Attachments

 [Project Priority List.pdf](#)

In accordance with the provisions of Section (9)(d), Article XII, State Constitution, relating to the order of priority for the expenditure of funds known as capital outlay and debt service (CO&DS) funds, the CLAY COUNTY SCHOOL DISTRICT certifies that this list of projects and the order of priority assigned are based on a survey dated 3/29/2021 12:36:52 PM as required by Section 1013.31, F.S., the Florida Administrative Code, Section 6A-2.0010, State Requirements for Educational Facilities (SREF), and are consistent with the capital outlay needs of the school district. As CO&DS funds are made available, the Board proposes to carry out these projects as nearly as practicable in the order given, subject to changes provided in state law, the Florida Administrative Code, and SREF.

PPL Board Approval Date:

PPL Number:

Rank Order	Priority Rating	School Center or Description of Location	Survey Number	Survey Version	Capital Outlay Classification	Grades	Description of Project	Estimated Cost	Status	Completed / Removed From Funding Date
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of AUDIO VISUAL STORAGE (540 NSF)	\$149,040		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of BOOKKEEPING OFFICE (125 NSF)	\$34,500		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CAREERS ROOM (270 NSF)	\$74,520		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CLINIC (270 NSF)	\$74,520		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CLOSED CIRCUIT STORAGE (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CLOSED CIRCUIT TV LAB (630 NSF)	\$173,880		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of COMPUTER AREA (135 NSF)	\$37,260		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CONFERENCE ROOM (630 NSF)	\$173,880		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CONTROL BOOTH/PROJECTION ROOM (100 NSF)	\$27,600		

18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CUSTODIAL EQUIPMENT STORAGE (500 NSF)	\$138,000		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of CUSTODIAL RECEIVING (1350 NSF)	\$372,600		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of DINING AREA (3600 NSF)	\$993,600		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of E S E AUDIOLOGY LAB (250 NSF)	\$96,600		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of E S E PT/OT LAB (475 NSF)	\$200,100		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of E S E TIME-OUT ROOM (40 NSF)	\$11,040		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of ELEMENTARY COVERED PLAY AREA (3240 NSF)	\$894,240		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of ELEMENTARY P E STORAGE (315 NSF)	\$86,940		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of FLAMMABLE STORAGE (155 NSF)	\$42,780		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of GENERAL SCHOOL STORAGE (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (814 NSF)	\$559,218		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of INTERMEDIATE/MIDDLE SCIENCE LAB (4-8) (1122 NSF)	\$559,218		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of KITCHEN & SERVING AREA (3960 NSF)	\$1,092,960		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of KITCHEN CHAIR STORAGE (180 NSF)	\$49,680		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of LIBRARY (READING ROOM/STACKS) (3330 NSF)	\$919,080		

18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MATERIAL STORAGE (100 NSF)	\$27,600		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MEDIA COPYING ROOM (180 NSF)	\$49,680		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MEDIA GROUP PROJECTS/INSTRUCTION (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MEDIA MAINTENANCE/REPAIR (90 NSF)	\$24,840		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MEDIA PRODUCTION LAB (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MEDIA SMALL GROUP ROOM (90 NSF)	\$24,840		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MEDIA TECHNICAL PROCESSING (360 NSF)	\$99,360		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MULTIPURPOSE ROOM (DINING) (2790 NSF)	\$770,040		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of MULTIPURPOSE ROOM CHAIR STORAGE (180 NSF)	\$49,680		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of PERIODICAL STORAGE (180 NSF)	\$49,680		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of PRINCIPAL/DIRECTOR OFFICE (250 NSF)	\$69,000		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of PRODUCTION WORKROOM (360 NSF)	\$99,360		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of PROFESSIONAL LIBRARY (360 NSF)	\$99,360		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of PROJECT STORAGE (150 NSF)	\$41,400		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of RECEPTION AREA (765 NSF)	\$211,140		

18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of SCHOOL STORE (90 NSF)	\$24,840		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STAGE (990 NSF)	\$273,240		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STAGE DRESSING ROOM (FEMALE) (225 NSF)	\$62,100		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STAGE DRESSING ROOM (MALE) (225 NSF)	\$62,100		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STAGE STORAGE (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STUDENT ACTIVITIES (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STUDENT PERSONAL STORAGE (450 NSF)	\$124,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STUDENT RESTROOM & BATH (110 NSF)	\$30,360		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of STUDENT STORAGE (40 NSF)	\$11,040		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of TEACHER LOUNGE/DINING (360 NSF)	\$99,360		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of TEACHER PLANNING OFFICE (1800 NSF)	\$496,800		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of TEXTBOOK STORAGE (315 NSF)	\$86,940		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 1 unit of VAULT/STUDENT RECORDS (270 NSF)	\$74,520		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of INTERMEDIATE/MIDDLE CLASSROOM (4-8) (858 NSF)	\$8,947,488		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of MATERIAL STORAGE (100 NSF)	\$441,600		

18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of OUTSIDE STORAGE (50 NSF)	\$220,800	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of STUDENT RESTROOM (FEMALE) (35 NSF)	\$154,560	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of STUDENT RESTROOM (FEMALE) (90 NSF)	\$397,440	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of STUDENT RESTROOM (MALE) (35 NSF)	\$154,560	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 16 units of STUDENT RESTROOM (MALE) (90 NSF)	\$397,440	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of ART - ELEMENTARY (1000 NSF)	\$690,000	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of E S E FULL-TIME (950 NSF)	\$508,380	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of E S E OBSERVATION BOOTH (150 NSF)	\$82,800	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of E S E PART-TIME (975 NSF)	\$762,570	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of E S E PRE-K (475 NSF)	\$254,190	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of E S E SUPPLEMENTARY INSTRUCTION (100 NSF)	\$110,400	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of MATERIAL STORAGE (100 NSF)	\$55,200	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of MUSIC - ELEMENTARY (1000 NSF)	\$701,040	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of MUSIC PRACTICE ROOM (70 NSF)	\$38,640	
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of PROJECT STORAGE (150 NSF)	\$82,800	

18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of REFERENCE (100 NSF)	\$55,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of STUDENT RESTROOM & BATH (110 NSF)	\$60,720		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of STUDENT RESTROOM (FEMALE) (35 NSF)	\$19,320		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of STUDENT RESTROOM (MALE) (35 NSF)	\$19,320		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 2 units of STUDENT STORAGE (40 NSF)	\$22,080		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 25 units of MATERIAL STORAGE (100 NSF)	\$690,000		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 25 units of OUTSIDE STORAGE (50 NSF)	\$345,000		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 25 units of PRIMARY CLASSROOM (K-3) (882 NSF)	\$11,438,550		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 25 units of STUDENT RESTROOM (BOTH SEXES) (60 NSF)	\$414,000		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 25 units of STUDENT STORAGE (40 NSF)	\$276,000		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF)	\$144,900		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of E S E RESOURCE (380 NSF)	\$430,560		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of ITINERANT OFFICE (125 NSF)	\$103,500		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of MATERIAL STORAGE (100 NSF)	\$82,800		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of PRIMARY SKILLS LAB (K-3) (882 NSF)	\$895,896		

18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of STUDENT RESTROOM (BOTH SEXES) (60 NSF)	\$49,680		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 3 units of STUDENT STORAGE (40 NSF)	\$33,120		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 4 units of E S E ITINERANT (200 NSF)	\$331,200		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 4 units of MATERIAL STORAGE (100 NSF)	\$110,400		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 4 units of SECRETARIAL SPACE (158 NSF)	\$174,432		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 6 units of MATERIAL STORAGE (100 NSF)	\$165,600		
18	A	Elementary "R"	7	1	C - 1	PK - 06	New Construction: Adding 6 units of RESOURCE ROOM (290 NSF)	\$645,840		

PPL Comments:

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C21 - SchoolDude Facility Condition Assessment Contract

Description

The Operations Department is requesting approval of a Facility Condition Assessment. The Facility Condition Assessment is a one-time service to do a full thorough assessment of entire campuses and infrastructure components. This includes a detailed catalog of CCDS asset inventory, building components, and their conditions/life expectancies. The full scope of work can be found in the attached proposal.

Gap Analysis

Currently CCDS uses a work order system and excel spreadsheets to keep track of, mainly, just the age of our larger operating systems (HVAC units, Electrical Panels, WW Treatment, boilers, etc.). Several of CCDS' most senior maintenance personnel are nearing or have already retired, along with the institutional knowledge of our school's systems, facilities, and campuses. CCDS should strategically index and create a more central library for current facility conditions in order for staff to be more productive, transparent, and improve "facilities intelligence". This countywide facility condition assessment will allow for a more detailed assessment of our facilities from which to start proactively, rather than, reactively maintaining our assets.

Previous Outcomes

Studies have shown that strategic asset management reduces asset degradation by up to 50% a year.

Expected Outcomes

With the passing of the half-cent sales tax it is imperative CCDS staff be completely transparent about project priorities. Asset management used in tandem with a countywide condition assessment will enable Clay County District Schools to make better decisions based on a more comprehensive catalogue of data and evidence. This will allow the district to strive for a common goal for how much funding is needed and what assets (systems) are more likely to fail.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve the contract with SchoolDude.

Contact

Bryce Ellis, Assistant Superintendent Operations, (904) 336-6853, bryce.ellis@myoneclay.net,

Financial Impact

If approved, the cost for this contract will be \$496,740.00. These funds are available and budgeted in the EdFIRST plan.

Review Comments

Attachments

🔗 [School Dude Solutions Contract.pdf](#)

🔗 [School Dude Contract Review Approval.pdf](#)



Q-250325

Bryce Ellis
Assistant Superintendent of Operations
Clay County School District
925 Center Street
Green Cove Springs, FL
32043

Dear Bryce,

Thank you for your interest in our market leading solutions for improving educational operations. We at Dude Solutions are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Clay County School District:

Pricing is based on... 5,000,000 square feet

Implementation & Services	
Facility Condition Assessment for 5000000.0 Square Feet	533,500.00 USD
PM Schedule Creation for 5000000.0 Square Feet	50,900.00 USD
FCA & PM Schedule Bundle Promotion	-87,660.00 USD
	Subtotal: 496,740.00 USD
Total Initial Investment	496,740.00 USD

**PAEC/AEPA Bid #020 Discounts Applied of 3%

*Additional promotional discount of 15% also applied

*To be eligible for the FCA promotional pricing proposal must be accepted by November 30, 2021 and work must commence no later than December 31, 2021.

Legendary Support Team

Support is available Monday through Friday from 8am-6pm EST. Clients can reach out through phone, email, or in product chat options. Our goals are to respond to support emails within an hour, answer the phone within 3 rings, and provide immediate access through live chat. Any support requests submitted after business hours are responded to the next business day.





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In many cases, Support can resolve software questions and issues during the initial outreach or response with an explanation of features, functionality, options, or a description of known workarounds. For those issues that can't be resolved immediately or are more complex, the Support rep will escalate the case to a "Tier 2" level for assistance. For those issues that are determined to be a defect in the application, DSI Support staff will escalate the case to our Development team. Through discussion and analysis, as well as assessing the impact of the problem on the overall business, a severity level (1, 2, 3 or 4) will be assigned to the issue.

Client Success Team

Dude Solutions is invested in your Success.

Our Client Success team is here to ensure you are meeting your goals and getting the results you expect post-deployment. You'll have a team of professionals who will provide you with best practices for the solutions and your industry. Client Success is outcome-focused and ready work with you to get the most out of your solutions and services, and to grow along with your operations goals.

Facility Condition Assessment Scope of Work

Purpose

Dude Solutions' ("DSI") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into DSI's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with DSI you not only gain the engineering expertise of DSI's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your DSI software applications. DSI has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:



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- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's DSI capital forecasting/prediction solution
- Import major Equipment Items into client's DSI work & asset management solution.

Methodology and Approach

A Certified DSI Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into DSI's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into DSI's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in DSI's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table



The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

Individual = Item will be collected individually

System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				



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Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	



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Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	



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Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.



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Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above \$2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above \$2,000



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Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
				Under the floor, behind the wall related items – electrical distribution,
Utilities	System Level	Yes	No	Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.



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Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

Field Name	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N



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Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
Tag (if available)	Y	N	Will be included on Individual Equipment Record
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the DSI Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The DSI Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).



- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

DSI Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. DSI also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in DSI work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- DSI team members make final determination of whether areas housing assets are safely accessible for data collection.



- DSI team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility

1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the DSI Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by DSI Service Provider or DSI within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period DSI will assume that the Data provided by the DSI Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify DSI and/or DSI Service Provider in advance of onsite.
7. Client will ensure that the DSI Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If DSI Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the DSI Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the DSI Service Provider is granted accessibility to DSI Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the DSI Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in DSI work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. DSI is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.



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12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the DSI Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the DSI Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value



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By leveraging DSI's PM Schedule Creation service, DSI clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Dude Solutions Work & Asset Management solution
- Data population within DSI Software. No report will be provided.

Methodology and Approach

DSI Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the DSI Software, the DSI Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the DSI Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions



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- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the DSI Service Provider. If feedback/review of PM Schedules exceeds 30 business days, DSI will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, DSI will assume delivery of the service and import the PM schedules as "inactive" in the system. DSI will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the DSI Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to DSI within 30 days. DSI will only make updates related to the below items:
 - Discontinuation of PM Schedules created with the service
 - Alteration of frequency on existing schedules created with the service
 - Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or DSI to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



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Proposal terms

- Proposal has been prepared for Clay County School District ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 0 months

Order Form terms

- The terms and conditions ("Terms") of this offer are based upon PAEC/AEPA Bid #020, including the Dude Solutions, Inc. Online Subscription Agreement attached thereto as Exhibit G, and the attached Addendum A. The PAEC/AEPA Bid #020 and the attached Addendum A will prevail over the Dude Solutions Online Subscription Agreement in the event of a conflict between the terms. Acceptance is expressly limited to the Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof unless expressly assented to in writing by DSI.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-246244 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



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At Dude Solutions, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (262) 794-3582 or by email at matt.hibbard@dudesolutions.com.

Sincerely,
Matt Hibbard
Dude Solutions

Please address the purchase order to:

Dude Solutions
11000 Regency Parkway, Suite 400
Cary, NC 27518

***** Please mail or email the purchase order to matt.hibbard@dudesolutions.com.**

DRAFT



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Q-250325

Clay County School District

Dude Solutions

Printed Name

Kevin Kemmerer

Printed Name

Signed Name

DocuSigned by:
Kevin Kemmerer
E513DBC002D2419...

Signed Name

Title

CEO

Title

Date

6/29/2021 | 10:26:29 AM EDT

Date

DRAFT



"ADDENDUM A"

TO CONTRACT WITH

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, and Clay County District Schools ("District").

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "Contractor".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. Indemnification as stated in PAEC/AEPA Bid # 020.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR represents and warrants that all professional services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.
7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
 - c. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.

- d. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. Termination as stated in PAEC/AEPA Bid # 020.
 9. Force Majeure as stated in PAEC/AEPA Bid # 020.
 10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
 11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
 12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
 13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
 14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
 15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
 16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
 17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.
 18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.
Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.
 19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated

Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

Auto Liability Policy:

\$1,000,000.00 combined single limit

Worker's Compensation Policy:

\$100,000

**Exempt, need signed WCAF*

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and included as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder. CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99 to the extent applicable. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. Public Record as stated in PAEC/AEPA Bid # 020 to include Florida Public Records Law, Chapter 119, Fla. Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. CONTRACTOR agrees to Christian Doctrine and to abide by all federal, state and local laws and regulation. It is the responsibility of the CONTRACTOR to determine applicability and requirements of any such laws and to abide by them as stated in PAEC/AEPA Bid # 020.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2:

(a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC’S Representative with CONTRACTOR is: _____

School/Department Name: _____

Mailing Address: _____

Phone #: _____ Email Address: _____

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

CONTRACTOR

By: _____

By:  _____
DocuSigned by:
Kevin Kemmerer
E513DBCC002D2419...

Print Name: _____

Print Name: Kevin Kemmerer

Title: _____

Title: CEO

Date: _____

Date: 6/29/2021 | 10:26:29 AM EDT

NOTIFICATION DOCUMENT***Waiver Requires Signature At Time Of Entrance On SBCC Property***

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

 Participant/Vendor/Volunteer/Parent Signature

 Date

 Printed Name

Name of each minor child for whom this Release applies, **if applicable**:

Exhibit # 1**WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Dude Solutions Inc.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Kelly Caputo

Title of Authorized Representative: General Counsel

Date: 6/29/2021 | 7:09:36 AM PDT

Exhibit # 2 (a)**EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

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

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

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

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Dude Solutions Inc.

Signature of Authorized Representative: 
 Print Name of Authorized Representative: Kelly Caputo

Exhibit # 2 (b)**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Dude Solutions Inc.

Kelly Caputo

Printed Name

Signature: _____

DocuSigned by:
Kelly Caputo
C3C10701979F48A

General Counsel

Title of Authorized Representative

Date: 6/29/2021 | 7:09:36 AM PDT

Exhibit # 2 (c)**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Dude Solutions Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Kelly Caputo
(Printed Name)

General Counsel
(Title)

DocuSigned by:
Kelly Caputo
(Signature)
C3C10701979F48A

6/29/2021 | 7:09:36 AM PDT
(Date)

Exhibit # 2 (d)**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Kelly Caputo). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- 3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- 4) (*INSERT NAME OF COMPANY* Dude Solutions Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* Dude Solutions Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Dude Solutions Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Kelly Caputo
(Printed Name)

General Counsel
(Title)

DocuSigned by:
Kelly Caputo
(C3C10791979F48A)
(Signature)

6/29/2021 | 7:09:36 AM PDT
(Date)

Exhibit # 2 (e)**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

DocuSigned by:
Kelly Caputo
C3C10791979F48A...

Signature

Dude Solutions Inc.

Company Name

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220029
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

10/7/2021

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,00.00

Date Submitted: August 19, 2021

Name of Contract Initiator: Bryce Ellis

Telephone #: 904-336-6583

School/Dept Submitting Contract: Operations

Cost Center # 9023

Vendor Name: Dude Solutions

Contract Title: Dude Solutions - Facility Condition Assessment (PAEC/AEPA BID #020)

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # 190056 Maint/It

Contract Term: One Time Expense

Renewal Option(s): 210129

Contract Cost: \$496,782.50

☐ BUDGETED FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 1/2 cent sales tax

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- ☒ Completed Contract Review Form
- ☒ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ☒ SIGNED Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract:

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

- ☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

- ☒ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

- ☐ COVID-19 Waiver (If Applicable)

- ☐ Release and Hold Harmless (If Applicable)

RECEIVED
AUG 20 2021
PURCHASING

RECEIVED
9/17/2021
SBAO

** AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTS</u>	Thorough Assessment of our Building & Infrastructure with the Data Collected populated into Current Software: Asset Essential Capital Prediction
Review Date <u>9/16/2021</u>	Note change on page 5 of Addendum A "COVID Waiver"
School Board Attorney <u>Ad 4 is included to reflect Piggyback Bid</u>	Purchasing Worked with Vendor Regarding T/C & Addendum PAEC/AEPA Bid #020 already approved on Contract 210129.
Review Date <u>9/16/2021</u>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: <u>9/20/2021</u>

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department.
Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

D1 - Human Resources Special Action

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Recommendation

Approve the action as presented.

Contact

Brenda G. Troutman, Assistant Superintendent for Human Resources (904) 336 6701 brenda.troutman@myoneclay.net

Financial Impact

None

Review Comments**Attachments**

🔗 [Special Action A 10 7 2021.pdf \(Confidential\)](#)

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

D2 - Public Hearing to Approve as Advertised Board Policy, to wit: General Order 9.17, which General Order sets forth requirements relating to school safety, reporting and training, as amended per the requirements of statutory changes.

Description

The School Board, previously approved Standard Operating Procedure 9.26. That Procedure has been re-designated a General Order 9.17 and Amended to meet the requirements of the 2021 legislation. Additional amendments have been added which make the General Order more workable from the District standpoint. The General Order, as amended sets forth requirements relating to school safety, reporting and training.

Gap Analysis

N/A

Previous Outcomes

The School Board, previously approved Standard Operating Procedure 9.26. That Procedure has been re-designated a General Order and Amended

Expected Outcomes

Public Hearing will be submitted to the public for comment and to the Board for approval in the manner contemplated by the Administrative Procedures Act.

Strategic Plan Goal

N/A

Recommendation

Approve the Board Policy as advertised, to wit: General Order 9.17.

Contact

Kenneth Wagner, Chief, CCDS PD, (904)336-0101, kenneth.wagner@myoneclayspd.net; J. Bruce Bickner, School Board Attorney, (904)336-6507, james.bickner@myoneclay.net

Financial Impact

None

Review Comments

Attachments

🔗 [9.17 CCDS Policy Safety Measures.pdf](#)

🔗 [Legal Adv. PH_SB Policy 9.17-9.18.pdf](#)



SECTION IX POLICE DEPARTMENT

9.17 SCHOOL SAFETY REQUIREMENTS AND MONITORING

The following procedures shall be used for school safety requirements and monitoring and applies to the School Safety Specialists, all Clay County District Schools' Employees, District Police Department and Clay County Charter Schools and their employees.

1. Definitions

- A. "CSTAG" means the Comprehensive School Threat Assessment Guidelines/Threat Assessment and Response Protocol [form](#) CSTAG 2021 (Incorporated in Rule 6A-1.0018, F.A.C.), which must be used for school threat assessments in all public schools, including charter schools.
- B. "Department" means the Florida Department of Education.
- C. "Discharge" means to fire a gun or firearm.
- D. "Discipline" means a safe-school officer receiving a behavior-related official reprimand.
- E. "Dismissal" means a safe-school officer is permanently relieved of his position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause.
- F. "Florida Safe Schools Assessment Tool" or "FSSAT" means the site security risk assessment tool used by school officials at each school district and public school site in the state, including charter schools, to conduct security assessments, as provided in [Section 1006.1493, F.S.](#)
- G. "FortifyFL" means the mobile suspicious activity reporting tool that allows students and members of the community to report information anonymously concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or threats of such activities to law enforcement or school officials as described in [Section 943.082, F.S.](#)
- H. "Law enforcement officer" means the persons identified in [Section 943.10\(1\), F.S.](#)
- I. "Office" means the Department's Office of Safe Schools.
- J. "Safe-school officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in [Section 1006.12\(1\)-\(4\), F.S.](#)
- K. "School administrator" means the school personnel identified in [Section 1012.01\(3\), F.S.](#)
- L. "School-based mental health services provider" means a school psychologist certified under [Rule 6A-4.0311, F.A.C.](#), a school social worker certified under

[Rule 6A-4.035, F.A.C.](#), a school counselor certified under [Rule 6A-4.0181, F.A.C.](#), or a mental health professional licensed under [Chapter 490 or 491, Florida Statutes](#), who is employed or contracted by a district to provide mental health services in schools.

- M. "School day" means any day, including a partial day, where students are physically present at school for instructional purposes, as defined by [Section 1011.60\(2\), F.S.](#), and [Rule 6A-1.045111, F.A.C.](#)
- M. "School district" or "district" means a Florida school district or district school board, the Florida Virtual School ([Section 1002.37, F.S.](#)), the Florida School for the Deaf and the Blind ([Section 1002.36, F.S.](#)), and Developmental Research (Laboratory) Schools ([Section 1002.32, F.S.](#)).
- O. "School safety specialist" means the district school superintendent's designee per [Section 1006.07\(6\)\(a\), F.S.](#), responsible for the oversight of all aspects of school safety and security within the school district and who is a school administrator or a law enforcement officer.
- P. "SESIR" means School Environmental Safety Incident Reporting, as identified in [Rule 6A-1.0017, F.A.C.](#)
- Q. "Substantive threat" means a threat where the intent to harm is either present or unclear, and requires protective action, as further defined in the CSTAG, Form CSTAG-2021.
- R. "Suspected deficiency" means that there is at least some evidence that a district or school is not acting in compliance with the safety requirements set forth in this rule.
- S. "Transient threat" means a threat where there is not a sustained intent to harm and the situation can be quickly resolved with apology, retraction, or explanation by the person who made the threat, as defined in the CSTAG, Form CSTAG-2021.

2. Procedure

- A. District Contact Information - By August 1 of each year, the Superintendent must submit the name, phone number, and email address for each Schools Safety Specialist to the Office at SafeSchools@fldoe.org. When any changes occur to the information required in this paragraph, the Superintendent must update the information within one (1) school day.
- B. Monitoring by the Clay County District Schools Safety Specialist School: CCDS Schools Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district, including at charter schools. It shall be the responsibility of the school safety specialist to review school district and charter school policies and procedures at least annually for compliance with state law and rules, as provided by Section [1006.07\(6\)\(a\)1., F.S.](#) It shall be the responsibility of the Schools

Safety Specialist to identify and correct instances of noncompliance of the rules established herein at any Clay County District School or Clay County Charter Schools relating to safety. Such policies must require the following:

1. If the school safety specialist determines a deficiency relating to a safe-school officer coverage at a defined school (facility), he or she must resolve the deficiency by the next school day;
2. The school safety specialist shall notify the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to safe-school officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. Notifications made under this subparagraph must contain particularized facts beyond noncompliance with rule or statute that explain the imminent threat; and
3. The school safety specialist shall notify the Office of Safe School within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days.

C. Monitoring by the Department of Education, Office of Safe Schools:

Process

The Office of Safe Schools will monitor compliance with school safety requirements identified in rule [6A-1.0018](#) through announced and unannounced on-site visits to schools and district facilities or offices, review of school and district websites and publications, interviews with students and staff, and review of media reports and other information submitted to or received by the Office. It is the policy of the Clay County District Schools and its staff to keep records demonstrating the requirements are met in accordance with rule [6A-1.0018](#) and must provide those records to the Office upon request. These records shall be housed in a secure location within the Clay County District Schools Police Department records section. The Office will provide notice of a suspected deficiency to the Clay County School Safety Specialist at the email address provided in accordance with rule [6A-1.0018](#). Failure to maintain accurate contact information with the Office will not extend the time for correction. Schools Safety Specialist Districts shall notify suspected deficiency to the Clay County District Schools Superintendent. Time allotted by the Office of Safe Schools for Clay County District Schools to respond and cure deficiencies.

1. When the notice of suspected deficiency concerns a failure to have a safe-school officer established or assigned at each school facility, as required by [Section 1006.12, F.S.](#), the school safety specialist, after approval of the Police Chief and/or Assistant Superintendent of Operations, must respond in writing and verify the school(s) identified in the notice have a safe-school officer on site by the next school day.

2. In all other cases, the school safety specialist must respond in writing within five (5) school days and verify that the district or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the district will bring the identified school(s) into compliance. A plan submitted under this paragraph must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment. Upon verification of compliance or correction of a deficiency, the Office will provide a written notice of resolution by email to the school safety specialist. When a suspected deficiency has not been timely resolved, the Office of Safe Schools will advise the Commissioner of Education who will facilitate compliance to the maximum extent provided under law, as provided in [Section 1001.11\(9\), F.S.](#)

D. Safety Requirements

The Office of Safe Schools will monitor schools and school districts for compliance with the safety requirements set forth in subsections (7) through (20) of rule [6A-1.0018](#)

E. Safe-School Officer Staffing and Assignment

- a. Clay County District Schools shall assign at least one safe-school officer at each school facility (See below definition of school facility) within the district, as provided in [Section 1006.12, F.S.](#)
- b. Assignments to Clay County District Schools are as follows:
 1. The Clay County District Schools Police Chief or designee shall assign a district school safety officer(s) (Police Officer/ SRO) which best meets the needs of the district and the overall safety and security of each campus. This directive is not limited to one safe school officer.
 2. The district school safety specialist shall assign school guardians, in concurrence with the district police chief for the overall safety and security of each campus. This directive is not limited to one safe school officer.
- c. A Clay County school facility means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under [Rule 6A-1.0016, F.A.C.](#), with the following exceptions:
 1. Clay County Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single school facility.
 2. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.
 3. A school facility does not include:
 - a. Schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

- b. Settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;
 - c. Schools that provide only pre kindergarten or adult education;
 - d. Technical centers under Section [1004.91, F.S.](#); and
 - e. Private schools, regardless of whether or not their students receive state scholarship funds under Chapter [1002, F.S.](#)
 - 4. It is the Clay County District Schools' Policy to assign a safe-school officer to each Clay County School facility in accordance with rule [6A-1.0018](#) and each safe school officer must be present, at a minimum, during the school day when the school facility is open for instruction, as defined by the Clay County School Board Calendar.
 - 5. A safe-school officer must be present, at a minimum, during the school day when the school facility is open for instruction, as defined by the district school board calendar. The Clay County Districts Schools policy for safe-school officer assignment outside of the regular school day is as follows:
 - a. During Clay County District Schools' extracurricular activities, the number or persons in attendance, the ratio of staff members to students, other safety measures available and/or the intelligence based consideration(s) surrounding the event may be considered in having one or more safe school officer at the event; or
 - b. As directed by the Superintendent or their designee to provide a safe school officer at a Clay County District Schools' event.
 - c. Summer School in accordance with the Clay County Schools Board Calendar
 - 6. The Clay County District Schools' School Safety Specialist or designee shall survey all assigned safe-school officers upon Clay County District Schools' facilities, at least annually. The Office of Safe Schools shall conduct a survey regarding safe-school officer assignment by school. School Safety Specialists are responsible for completion of the survey when requested by the Office of Safe Schools. The survey is usually done electronically by request of the Office of Safe Schools.
- F. Alyssa's Alert
- a. Clay County District Schools has established and contracted with a Department of Education and Office of Safe Schools approved vendor. In compliance with Alyssa's Law, [1006.07\(4\)\(c\), F.S.](#), the required mobile emergency notification is available via a smart device application. This electronic mobile application is available to all school personnel.
 - 1. Training for the use of and training on how to download the application can be made to the Office of the Clay County School Safety Specialist.

G. Fortify Florida

- a. Clay County Districts Schools are required by rule [6A-1.0018](#) to maintain current school listings in the FortifyFL application, including:
 1. School name
 2. Address
 3. MSID number
 4. The school safety specialist is required to ensure FortifyFL is updated within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of district-provided information.
 5. The School Safety Specialist is required to maintain current contact information (telephone number and email address) in the FortifyFL application for each school's administrator and for the school safety specialist.
 6. The School Safety Specialist is required to promote FortifyFL, as provided in Section [943.082\(4\)\(b\), F.S.](#) This is achieved by but not limited to:
 - a. advertise FortifyFL on the district website
 - b. on school campuses
 - c. in newsletters
 - d. school publications;
 7. The School Safety Specialist shall ensure district information services install(s) the FortifyFL app on mobile devices issued to students; computer, bookmark the FortifyFL website on all computer devices issued to students.
 8. Credentials to add or edit information into Fortify Florida are granted through the Florida Department of Law Enforcement.

H. Threat Assessments and Threat Assessment Team

- a. Clay County District Schools has identified the need to have active threat assessment teams at each school in partnership with the Clay County District Schools Office of Culture and Climate. Behavioral health is important to a safe and conducive learning environment while ensuring students facing or are in crisis receive services needed. The purpose of a threat assessment team is to establish an understanding of a threat (transient or substantial) and focus on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students.

- b. This process of identifying types of threats, how to mitigate threats and how to identify services needed are accomplished in what is known as a care assessment.
- c. It is the policy of the Clay County District Schools to be consistent with rule [6A-1.0018](#) on how threat assessment teams are created at each Clay County District School.
 - 1. Clay County District Schools threat assessment team shall include the persons with expertise in counseling, instruction, school administration, and law enforcement, as provided in Section [1006.07\(7\)\(a\), F.S.](#)
- d. A counseling team member must be a school-based mental health services provider that is able to access student mental health records if needed.
- e. The law enforcement team member must be a sworn law enforcement officer, as defined by Section [943.10\(1\), F.S.](#), including a School Resource Officer, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat assessment team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat assessment teams must also have clearance to review Criminal Justice Information and Criminal History Record Information.
- f. A school guardian, as defined under Section [1006.12\(3\), F.S.](#), or a school security guard, as defined under Section [1006.12\(4\), F.S.](#), may not serve in lieu of a law enforcement member of a threat assessment team. However, a school guardian or security guard may serve on the threat assessment team.
- g. Each school-based threat assessment team must use the [Comprehensive School Threat Assessment Guidelines/ Threat Assessment and Response Protocol form CSTAG 2021](#) to assess the behavior of persons who may pose a threat to school staff or students and to coordinate intervention and services for such persons.
- h. Training. All threat assessment team members must be trained on the CSTAG model. For assistance in accessing this training, the School Safety Specialist must contact the Office of Safe Schools in writing at SafeSchools@fldoe.org.
- i. For the 2021-22 school year, each member of a threat assessment team must complete Office-approved training on the CSTAG model no later than December 31, 2021.
- j. Each School year and beginning with the 2022-23 school year, threat assessment teams must be fully staffed and all team members must have completed CSTAG training before the start of the school year. Those

- appointed to threat assessment teams after the start of the school year must complete CSTAG training within ninety (90) days of appointment.
- k. Threat assessment teams are required and shall have monthly meetings. Each school-based threat assessment team must meet to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students.
 - 1. Reporting - The district must ensure that all threat assessment teams in the district report to the Florida Department of Education - Office of Safe Schools on the team's activities during the previous school year. The Office of the School Safety Specialists shall ensure all schools in the district timely report information required by this paragraph. Information described below is due by October 1 and must be reported using the FSSAT:
 - l. The Office of the School Safety Specialist shall collect reports from each threat assessment team, tabulate statistical information from the entire district for submission to the FSSAT by July 15 after each school year.
 - 1. For the 2021-22 school year, the total number of threat assessments conducted using the threat assessment form, the number of transient threats and the number of substantive threats shall be recorded.
 - 2. Each School year, but no later than the beginning of the 2022- 2023 school year, the total number of threat assessments conducted using the threat assessment form, the number of transient threats, and the number of substantive threats and shall include the gender, race, and grade level of all students assessed by the threat assessment team.
 - I. School Environment Safety Incident reporting (SESIR)
 - a. The Clay County District School Superintendent must designate person(s) responsible for SESIR reporting for their district and ensure that those persons receive live or online training, as provided in [Rule 6A-1.0017\(10\), F.A.C.](#)
 - 1. Training can be obtained at www.sesir.org
 - J. Zero-Tolerance Policies and Agreements with Law Enforcement.
 - a. Clay County District Schools shall have zero-tolerance policy as outlined and contained in the Student Code of Conduct approved by the school board. The Student Code of Conduct contains directives that define acts that require consultation with and reporting or referral to law enforcement, as provided by [Section 1006.13, F.S](#)
 - b. The district shall have an agreement with the county sheriff's office (if applicable) and local police departments for reporting acts that pose a threat to school safety, as provided by [Section 1006.13\(4\), F.S.](#). Those

agreements shall be incorporated with inter-local agreements or by amendment to the local agreement, reviewed and renewable annually.

- c. The district has adopted a cooperative agreement with the Department of Juvenile Justice regarding enforcement of no contact orders, as provided by [Section 1006.13\(6\), F.S.](#)

K. School Security Risk Assessments and the FSSAT

- a. Each year, the school safety specialist must complete a school security risk assessment beginning at the end of the school year and completed on or before October 1 at each public school in their district using the FSSAT, as provided in [Section 1006.07\(6\)\(a\)4., F.S.](#), and [Section 1006.1493, F.S.](#) The school security risk assessment is not required for virtual schools or programs that do not have a physical school site.
- b. School safety specialists must report to the Department of Education - Office of Safe Schools by October 15 of each year, in the FSSAT, that the required school security risk assessments are completed, as provided in [Section 1011.62\(15\), F.S.](#)
- c. School safety specialists must provide recommendations to the district school board and the district school superintendent, no later than the September Clay County School Board workshop, identifying strategies and activities the board should implement to improve safety and security, as provided in [Section 1006.07\(6\)\(a\)4., F.S.](#) This shall be conducted “in the shade” and is exempt from public disclosure.
- d. Within thirty (30) days, and no later than the October Clay County School Board regular meeting, after the district school board meets to receive implementation of such findings, but not later than November 1, school safety specialists must submit a district best-practices assessment in the FSSAT which includes the school security risk assessment findings and recommendations as provided in [Section 1006.07\(6\)\(a\)4., F.S.](#)
- e. It is the policy of the Clay County District Schools and Clay County School Board to allow and assist, if needed, Clay County Charter School’s personnel access and input security assessment data into the FSSAT. In the event input access is restricted, Clay County District personnel may help gather information from charter schools so that FSSAT reporting requirements, including those for Fortify FL, threat assessment teams and active assailant response plans, include data from charter schools.

L. Clay County School’s Safety Recommendations (CCFR, CCSO, OPPD, GCSPD)

- a. The Clay County District School Safety Specialist shall coordinate with public safety agencies, as defined in [Section 365.171, F.S.](#), which are designated first responders to a school’s campus, tour each school’s

campus once every three (3) years and provide recommendations related to school safety as needed.

- b. Completion of such tours and any recommendations must be documented in each school's security risk assessment within FSSAT.
- c. If school safety recommendations are made by public safety agencies, those recommendations shall be included in the school safety specialist's report to the superintendent and school board and outlined in the September Clay County School Board Workshop.

M. Emergency drills (Fire and Active Assailant)

- a. Active shooter and hostage situation drills (aka Lock Down Drills) or weather drills must be conducted at least as often as fire drills. These drills are required by the Florida Fire Prevention Code, as adopted by the State Fire Marshal, available at www.myfloridacfo.com. and drills are to be conducted while the facility is in session.
 - 1. The above listed drills shall be conducted every month while the facilities are in session.
 - 2. Drills shall be recorded on official CCDS drill reports and are stored in individual share drives, labeled by school name.
 - 3. Access to school share drive is granted by the Office of the School Safety Specialist.
 - 4. The School Safety Specialist shall monitor and inspect drill reports for timeliness submission, accuracy and completeness of the report.
 - 5. Principals shall be notified in writing (email or official letter) for deficiencies or failure to conduct drills in accordance with this policy or in accordance with Florida Fire Prevention Code, as adopted by the State Fire Marshal

N. Active Assailant Response and Reunification Plans

- a. The Clay District's [active assailant response plan](#), and Reunification Plan written and approved by the Clay County School Board, in accordance with [Section 1006.07\(6\)\(c\), F.S.](#), includes plans and expectations for responding to an active assailant situation using the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back.
- b. The School safety specials shall ensure all school personnel are trained annually on the procedures set forth in the district's active assailant response plan
- c. All personnel at every school shall attend training in person or by video presentation administered the Office of the School Safety Specialist or designee. Their attendance shall be recorded on a roster indicating date and time of attendance. The completed roster shall be scanned and stored

in the respective Google school's safety and security folder annually. The original document shall be forwarded to the Office of the School safety specialist. The annual training for all school personnel must be documented in the FSSAT by October 1 of each year.

O. School Safety Specialist Training

- a. The Clay County District Schools Superintendent shall designate a School Safety Specialist for the district that is an administrator employed by the district as provided by [Section 1006.07\(6\)\(a\), F. S.](#)
- b. Within thirty (30) calendar days of appointment, school safety specialists must complete the following online Federal Emergency Management Agency Independent Study courses found at <https://training.fema.gov/>. School safety specialists must maintain certificates of completion.
 1. Multi-Hazard Planning for Childcare; Introduction to the Incident Command System,
 2. [ICS 100](#); Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship;
 3. Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters. These courses can be found at <https://training.fema.gov/>. School Safety Specialists must maintain certificates of completion.
 4. Within one (1) year of appointment, and annually thereafter, School Safety Specialists must earn a certificate of completion of School Safety Specialist training provided by the Office of Safe Schools.

P. Reporting Safe-School Officer Discipline, Dismissal or Discharge of Firearm.

- a. Discharge of a weapon. The school superintendent, via the Office of Safety and Security shall notify the Office of Safe Schools when a safe-school officer assigned to any school facility in or upon Clay County District Schools discharges a firearm in the exercise of safe-school officer duties, other than for training purposes, as provided in [Section 1006.12\(5\), F.S.](#)
- b. Notification must be made no later than seventy-two (72) hours of the incident by submitting [Form SSON-2021](#) to SafeSchools@fldoe.org.
- c. Officer dismissal or discipline:
 1. The school superintendent, via the Office of Safety and Security shall notify the Office of Safe Schools when there is an allegation of misconduct that results in a safe school officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in subparagraph. Within fifteen (15) days of completion of the investigation, updated information

regarding the result of the investigation must be provided to the Office of Safe Schools.

2. The Superintendent, via the Office of Safety and Security shall notify the Office of Safe Schools when a safe-school officer assigned to a school facility in the district has been disciplined for misconduct or has been dismissed from their duties as a safe-school officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided in [Section 1006.12\(5\), F.S.](#) Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting [Form SSON-2021](#) to SafeSchools@fldoe.org.
- d. The Clay County District Schools, School Safety Specialist, in cooperation with Charter Schools' Administrations shall ensure all charter schools have policy to report discipline and dismissal of safe-school officers and any discharge of an officer's weapon outside of training activities.
- e. The school safety specialist shall ensure all Clay County Charter Schools, law enforcement agencies, and private security firms employing or contracting with safe-school officers timely report discipline and dismissal of safe-school officers and any discharge of an officer's weapon outside of training activities.
- f. This mandate ensures Clay County District Schools meets the reporting requirements of the rules relating to [School Safety Requirements and Monitoring under 6A-1.0018 18\(c\)](#)

Q. Charter School Safety Requirements

- a. Monitoring of safety requirements outlined in this directive for all Clay County Charter Schools is the responsibility of the Clay County District Schools Safety Specialist. The Office of Safe Schools, as provided in subsection (5) of the [rules](#), will provide any notices of suspected deficiency occurring at or by a charter school, to the district's School Safety Specialist for investigation and response.
- b. To ensure the Clay County District School Safety Specialist is able to monitor and report on school safety and security at any Clay County Charter School, each charter school must:
 1. Provide contact information in the manner and frequency required by the School Safety Specialist;
 2. Timely respond to requests for information and access made by the School Safety Specialist and the Office of Safe Schools related to safety requirements set forth in this [rule](#); and

3. Coordinate with the School Safety Specialist on curing suspected deficiencies identified by the Specialist and/or the Office of Safe Schools.
- c. Charter schools and their governing boards are responsible for meeting the safety requirements set forth in the [rules](#). All safety requirements as set forth in subsections (6) - (18) of those rules apply to charter schools, with any changes to the requirements set forth below:
 1. Safe-school officer
 - a. Clay County District Schools Safety Specialist is responsible for ensuring all charter school facilities within their district have at least one (1) safe-school officer assigned and present on campus while school is in session. When requested or as mutually agreed upon, Charter schools shall provide the district with rosters or timesheets indicating when a safe school officer has been assigned and present on their respective campus.
 - b. Each Clay County Charter School is authorized to establish its own policy on when a safe school officer must be assigned to a school facility for extracurricular activities and for school sponsored events or adopt the district's policy.
 - c. Clay County Districts Schools and charter school governing boards must work together to determine the type of Safe School Officer under [Section 1006.12, F.S.](#), that will be assigned to each charter school. The
 - d. Safe School Officer options for a charter school are:
 1. Upon agreement between the school district and charter school, a school resource officer, pursuant to [Section 1006.13\(1\), F.S.](#)
 2. A school guardian, pursuant to [Section 1006.13\(3\), F.S.](#) and
 3. A school security guard, pursuant to [Section 1006.13\(4\), F.S.](#)
 - e. Clay County District School's Safety Specialist must keep accurate records of the number and type of safe-school officers assigned to each Clay County Charter School in the district. The Clay County Charter Schools shall notify the Clay County District Schools Safety Specialist at the beginning of each school year, beginning in the 2021-2022 SY, the type of safe school officer assigned to the school.
 2. Alyssa's Alert
 - a. Clay County Charter Schools are authorized to select any mobile panic alert system that meets all requirements of [Section 1006.07\(4\), F.S.](#), including a system that is not the same one selected by the charter's sponsor (Clay County District Schools). Prior to contracting for a system that differs from that used by the

charter's sponsor, a charter school must consult with the sponsor on any potential safety impact of using a different system.

3. Fortify Florida

- a. The requirements set forth for Clay County District Schools as provided in subsection (9) of the [rule](#) for FortifyFL apply to the Clay County charter schools' governing board.
- b. Where a charter school lack input access to FortifyFL, the charter's governing board must ensure that the information for school listings and school contacts, as provided in paragraphs (9)(a) and (b) of the [rule](#), are timely provided to the district school safety specialist.
- c. A charter school governing board must ensure that FortifyFL contains contact information (telephone number and email address) for a school administrator designated by the governing board or principal to receive tips and notifications from Fortify Florida for the charter school.
- d. Crime tips or threat reports received via Fortify Florida, are received in the Clay County Sheriff's Office Communication Center, the Communications Center of the Clay County District Schools' Police Department and district safety staff. Crimes and tips regarding Clay County Charter Schools are in the jurisdiction of the Clay County Sheriff's Office.

4. Threat Assessment Teams

- a. A charter school governing board is authorized to adopt its own threat assessment policies or adopt the district's policies, as long as the charter school's policies meet the requirements of [Section 1006.07\(7\), F.S.](#), and the requirements of subsection (10) of [rule](#).

5. SESIR

- a. The SESIR duties set forth in subsection (11) of the [rule](#), must be performed by the charter school's principal or equivalent personnel, as provided in [Rule 6A-1.0017\(11\), F.A.C.](#)

6 Charter School's Zero Tolerance Policies and Agreements with Law Enforcement for Clay County Charter Schools.

- a. The school safety specialist shall ensure Clay County Charter Schools comply with SESIR incident reporting procedures set forth in [Rule 6A-1.0017, F.A.C.](#),
- b. Clay County Charter Schools' governing boards must establish policies identifying which incidents require consultation with or referral to law enforcement. In lieu of establishing their own policies, charter schools are authorized to adopt the Clay County District Schools' policy.
- c. Notice shall be given to the Clay County District Schools Safety Specialist of their intent to develop their own policy regarding

identifying which incidents require consultation with or referral to law enforcement or may adopt the Clay County District Schools policy.

7. Charter School's I Security Risk Assessments and the FSSAT
 - a. Each year, the Clay County District Schools' Safety Specialist shall ensure charter schools complete a school security risk assessment on or before October 1, using the FSSAT, as provided in [Section 1006.07\(6\)\(a\)4](#), F.S., and Section [1006.1493](#), F.S.
 - b. Clay County District Schools' Safety Specialists must report by October 15 each year in the FSSAT that required school security risk assessments are completed, as provided in [Section 1011.62\(15\), F.S.](#), this includes the charter school findings.
 - g. Clay County District Schools' Safety Specialist will allow Clay County Charter Schools' selected personnel input access to the FSSAT for self-assessment of their respective schools in accordance with [Section 1011.62\(15\), F.S.](#)
8. First Responders' School Safety Recommendations Clay County Charter School's
 - a. Clay County District Schools' Safety Specialist will assist charter schools in coordinating with public safety agencies, as defined in [Section 365.171, F.S.](#), that are designated first responders to a school's campus to tour each charter school's campus once every three (3) years and to provide recommendations related to school safety.
 - b. Completion of such tours and any recommendations must be documented in each school's security risk assessment within FSSAT.
 - c. Clay County District Schools and Charter Schools safety recommendations made by public safety agencies shall be included in the Clay County District Schools' Safety Specialist's report to the Superintendent and Clay County School Board.
9. Charter School's emergency drills
 - a. Active shooter and hostage situation drills (aka Lock Down Drills) and weather drills must be conducted at least as often as fire drills are required by the Florida Fire Prevention Code, as adopted by the State Fire Marshal, available at www.myfloridacfo.com.
 - b. Charter Schools must document completion of emergency drills at all school facilities in the district. Charter schools can use the Google documents in their respective share drive to record all emergency drills ([Fire and Lockdown Drill](#))

- c. Clay County Charter Schools drills shall be shared with the Clay County Schools Safety Specialist.
- 10. Clay County Charter School's Active Assailant Response Plans
 - a. Each Clay County Charter School governing body must adopt an active assailant response plan and is confidential, as provided in [Section 1006.07\(6\)\(c\), F.S.](#) Active assailant response plans must include, at a minimum, plans and expectations for responding to an active assailant situation using the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back.
 - b. All Clay County Charter School personnel must be trained annually on the procedures in the Clay County Charter School active assailant response plan. Completion of this annual training for all school personnel must be documented in the FSSAT by October 1 of each year.

R. Virtual Schools

- a. Clay County Virtual Schools are bound by and are governed by the Clay County Schools Board policies and are responsible for meeting the safety requirements set forth except for the requirement to complete the Clay County District's School Security Risk Assessments and the FSSAT as they do not have physical location for instruction of students.
- b. Clay County Virtual School may meet the requirements for the district's agreement to reporting acts that pose a threat to school safety to law enforcement as provided by [Section 1006.13\(4\), F.S.](#)

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

APPROVAL TO ADVERTISE/NOTICE OF INTENT TO ADOPT NEW SCHOOL BOARD POLICIES POLICE DEPARTMENT - SECTION IX (GENERAL ORDERS 9.17 - 9.18)

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approved on September 2, 2021 the advertisement of new School Board Policies - **Police Department - Section IX (General Orders 9.17 - 9.18)**.

Purpose & Effect: The proposed Policies are intended to simplify, update, and ensure alignment of School Board Policies (Police Department - Section IX) with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the proposed Policies is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - September 2, 2021. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policies.

Rule Making Authority: The Board is authorized to adopt the proposed Policies under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced Board Policies are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed Policies were originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt the proposed Policies following a public hearing. ***The public hearing shall be held on Thursday, October 7, 2021,*** during the course of the Board's regular meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

D3 - Public Hearing to Approve as Advertised Board Policy, to wit: General Order 9.18, which General Order sets forth the Threat Assessment Policy for All Clay County District schools.

Description

The School Board, previously approved Standard Operating Procedure 10.25. That Procedure has been re-designated a General Order, renumbered to 9.18 and reviewed for accuracy as required by law. The General Order sets forth the Threat Assessment Policy for All Clay County District schools.

Gap Analysis

N/A

Previous Outcomes

The School Board, previously approved Standard Operating Procedure 10.25. That Procedure has been re-designated a General Order, re-numbered and Amended

Expected Outcomes

Public Hearing will be submitted to the public for comment and to the Board for approval in the manner contemplated by the Administrative Procedures Act.

Strategic Plan Goal

N/A

Recommendation

Approve the Board Policy as advertised, to wit: General Order 9.18.

Contact

Kenneth Wagner, Chief, CCDS PD, (904)336-0101, kenneth.wagner@myoneclayspd.net; J. Bruce Bickner, School Board Attorney, (904)336-6507, james.bickner@myoneclay.net

Financial Impact

None

Review Comments**Attachments**

🔗 [9.18 CCDS Threat Assessment Policy.pdf](#)

🔗 [Legal Adv. PH_SB Policy 9.17-9.18.pdf](#)



SECTION IX POLICE DEPARTMENT

9.18 THREAT ASSESSMENT

A. Purpose:

In accordance with Marjory Stoneman Douglas High School Public Safety Act, the following is the Clay County District School Threat Assessment Policy for all schools. The Clay County District Schools shall annually review these policies and recommend any changes for the upcoming school year. The School Safety Specials (or designee) shall distribute this policy, via electronically, to school administrators by August 1 of each year. The threat assessment policy shall be interpreted and applied consistently with all applicable state and federal laws. The policy was developed in accordance with the legislation enacted by the State of Florida (Marjory Stoneman Douglas High School Public Safety Act, SB 7026), established research, and recognized standards of practice regarding threat assessment and management in school settings.

Threat: A threat is a communication of intent to harm someone that may be spoken, written, gestured or expressed in some other form, such as via text messaging, email or other digital means. An expression of intent to harm someone is considered a threat regardless of whether it is communicated to the intended target(s) or whether the intended target is aware of the threat. Threats may be implied by behavior that an observer would reasonably regard as threatening, planning or preparing to commit a violent act. Not all types of misbehavior that may warrant discipline or even criminal consequences are threats. It is limited to instances where there is a threat to harm someone else. If there is doubt, the communication or behavior should be treated as a threat and a threat assessment should be conducted.

Threat Assessment: The threat assessment is a systematic process that is designed to identify situations/persons of concern, investigate and gather information, and assess and manage the situation in order to mitigate risk. It is a fact-based process that emphasizes identification, evaluation, intervention and follow-up in order to prevent serious threats of harm or actual acts of violence from occurring.

- Threat assessment is not an emergency or crisis response. If there is an indication that violence is imminent, such as when a person is at school with a gun, a crisis response is indicated. School staff must take immediate action by notifying the School Resource Officer and/or calling 911 and following local crisis or emergency response plans.
- Threat assessment is not a disciplinary process. District procedures regarding discipline and referral to law enforcement should be followed, no matter the outcome of a threat assessment. Information learned in a threat assessment may be used in disciplinary proceedings, where appropriate.

- Threat assessment is not a suicide or self-harm assessment. While there may be cases where a threat to harm others may be accompanied by a threat to harm oneself, in most cases, a threat assessment should not be completed when someone is threatening suicide or self-harm. The individual still may require intervention and assistance, but it is a different process than a threat assessment. Threat assessment is focused on threats of harm to others.
- Threat assessment is not a means to profile the next school shooter. There is no known profile of a school shooter or student attacker. The threat assessment process is focused on prevention, not prediction. Because a student has been the subject of a threat assessment does not mean the student is a potential shooter or attacker; it simply means that a threat (whether minor or serious) was reported and evaluated by the threat assessment team.

Threat Assessment Team: The threat assessment team shall include, pursuant to Florida statute (s.1006.07(7), F.S.) persons with expertise in counseling, instruction, school administration, principal, when available, and law enforcement. Persons with expertise in counseling include school counselors, school psychologists, school social workers, and family counselors. Additional personnel with knowledge of the child or circumstances may also serve as members of the team.

Aberrant Behavior: Behavior which is atypical for the person or situation and causes concern for the safety or well-being of those involved. Aberrant behavior for an individual involves actions, statements, communications or responses that are unusual for the person or situation; actions that could lead to violence toward self or others; or are reasonably perceived as threatening or causing concern for the well-being of the person. These can include, but are not limited to:

- Unusual social distancing or isolation from peers and family members;
- Sullen or depressed behavior from an otherwise friendly and positive person;
- Out-of-context outbursts of verbal or physical aggression;
- Increased levels of agitation, frustration and anger;
- Confrontational, accusatory or blaming behavior; an unusual interest in or fascination with weapons; and a fixation on violence as means of addressing a grievance.

Imminent Threat: An imminent threat exists when the person's behavior/situation poses a clear and immediate threat of serious violence toward self or others that requires containment action to protect identified or identifiable target(s); and may also exhibit behavior that requires intervention.

Transient Threats: Threats where there is not a sustained intent to harm. The critical question is whether the person intends to carry out the threat, or whether the threat was made in the heat of the moment as an expression of anger, frustration or humor without intent to harm. Transient threats can be resolved with an apology, retraction or explanation by the person who made the threat.

Substantive Threats: Threats where the intent to harm is present, or not clear, and require protective action. The question is whether there is an express intent to physically injure someone beyond the immediate situation and there is at least some risk that the person will carry out the threat. If there is doubt or if the threat cannot clearly be categorized as transient, threats should be treated as substantive.

1. Serious substantive threats are threats to hit, fight or beat up another person.
2. Very serious substantive threats are threats to kill, rape or cause serious injury with a weapon.

Baker Act: Florida's Mental Health Act, known as the Baker Act (ss. 394.451-394.47892, F.S.), provides for voluntary and involuntary admission for mental health examinations and also provides procedures for civil commitment. Generally, when a person says someone "was Baker Acted," it means that the person was held up to 72 hours for an involuntary examination based on a threat of harm to themselves or others. Involuntary examination can be initiated by a law enforcement officer, physician, clinical psychologist, psychiatric nurse, clinical social worker or by the court through an ex parte order based on testimony from the person's friends or family. During that 72 hours, the treating physician at a Baker Act facility will determine whether the person can be released or whether the person meets the criteria for commitment or additional inpatient care.

B. Procedure:

Each school principal shall identify a school-based threat assessment team with the mandatory team members. This team shall be identified and reported to the Office of the School Safety Specialist before students report to school each year.

1. The coordination of resources and assessment of and intervention with individuals whose behavior may pose a threat to the safety of staff or students pursuant to s. 1006.07(7), F.S. must be addressed.
 - a. The identification of mental health services available in the district/county, as required by s. 1012.584(4), F.S., and the procedure for referrals to those mental health services.
 - b. The procedures for behavioral threat assessments using the instrument, Comprehensive School Threat Assessment Guidelines ([CSTAG](#)), adopted by the Office of Safe Schools. s.

1006.07(7)(a), F.S.

- c. All school-based administrators and threat assessment team members must attend and complete mandatory threat assessment training. Also members of threat assessment teams and school administrators shall be trained in the use of the [CSTAG instrument](#) adopted by Office of Safe Schools.
- d. All threats of violence or physical harm to self or others shall be taken seriously, since the primary goal of threat assessment is the safety of all persons involved.
- e. Threat assessment team shall consult with law enforcement when a student exhibits a pattern of behavior, based on previous acts or the severity of the act, which would pose a threat to school safety (1006.13(2)(f), F.S. Policy of zero tolerance for crime and victimization).
- f. School administrators shall report threats to law enforcement and define criteria for reporting to a law enforcement agency any act that poses a threat to school safety that occurs whenever or wherever students are within the jurisdiction of the school (1006.13(2)(a), F.S. Policy of zero tolerance for crime and victimization). School-based threat assessment teams shall adhere to the rules and responsibilities within this policy.
- g. School administrators shall engage local behavioral crisis resources: If an immediate mental health or substance abuse crisis is suspected, school personnel must follow policies established by the threat assessment team to engage behavioral health crisis resources as provided by 1006.07(7)(e), F.S., to include:
 - Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention, must provide emergency intervention and assessment, make recommendations and refer the student for appropriate services.
 - Onsite school personnel must report all such situations and actions taken to the threat assessment team, which must contact other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions.
 - Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

Each school threat assessment team will evaluate and assess each threat for risk level.

1. Assessing Threats:

- a. Initial Evaluation: When a threat is reported, the threat assessment team should begin an initial evaluation of the situation pursuant to Clay County District policies. It is considered a best practice to begin this evaluation the same day the report is received.
- b. Threat assessment teams should employ a triage process, where the school administrator or threat assessment team leader works with at least one other member of the team to complete this initial evaluation.
- c. If there is an indication that violence is imminent, a crisis response is required by notifying the school resource officer or calling 911 and following local crisis or emergency response plans.
- d. If there is not an imminent threat present, or once the imminent threat is contained, the threat assessment team leader should ensure the threat is evaluated using the CSTAG model and in accordance with established district policies.
- e. Interviews: All cases, even threats that are determined to be transient, should include an interview of the person who made the threat. Other interviews may also be determined to be useful to the team's evaluation, such as with the target(s) of the threat, witnesses, parents and teachers or other staff involved.
- f. Key questions when conducting a threat assessment (these can be modified for situations involving a student):
 - What are the student's motives and goals? What first brought him or her to someone's attention?
 - Have there been any communications suggesting ideas or intent to attack?
 - Has the student shown any inappropriate interest in school - attacks/attackers, weapons, incidents of mass violence?
 - Has the student engaged in attack-related behaviors?
 - Does the student have the capacity to carry out an act of targeted violence?
 - Is the student experiencing hopelessness, desperation, or despair?
 - Does the student have a trusting relationship with at least one responsible adult?
 - Does the student view violence as an acceptable, desirable, or the only way to solve a problem?
 - Are the student's conversation and "story" consistent with his or her actions?
 - Are other people concerned about the student's potential for violence?
 - What circumstances might affect the likelihood of an attack?

2. Responding to Threats

- a. The CSTAG leads threat assessment teams through a 5-step "School Threat Assessment Decision Tree." Each step in the process is critical. The decision tree is summarized below:

STEP 1: Analyze information and classify the threat.

Once the threat assessment team has interviewed the student and gathered necessary information, the team determines whether a threat is present, and if so, the kind of threat and the response indicated.

- If there is not a communication of an intent to harm someone or behavior suggesting an intent to harm someone, then there is not a threat. Remember, even if a threat is not present, the individual may still be expressing anger or exhibiting behavior that merits attention or requires services.
 - If there is a threat of suicide or self-harm, additional mental health assessments are needed. These are done outside the threat assessment process unless there is also a threat to harm *others*. While threat assessment and suicide risk assessment are generally two separate processes, there may be cases where both a threat to others and a threat to self are present. Threat assessment teams should involve mental and behavioral health experts to ensure the correct screenings and referrals are completed.
 - Even if no threat is present, the student may still be subject to disciplinary consequences as a result of the behavior or statement at issue. Local procedures regarding student discipline and involvement of law enforcement should be followed.
- Threats of violence or physical harm to self or others must be reported to the superintendent or their designee. The threat assessment team must immediately report its determination that a student poses a threat of violence or physical harm to self or others. s. 1006.07(7)(b). The superintendent or designee must immediately attempt to notify the student's parent or legal guardian. s. 1006.07(7)(b), F.S.
 - This required reporting does not prevent school personnel from taking immediate action to address an imminent threat, including contacting law enforcement and engaging in local crisis response procedures. s.1006.07(7)(b), F.S.
 - If an immediate mental health or substance abuse crisis is suspected, school personnel must follow policies established by the threat assessment team to engage local behavioral crisis resources, including, but not limited to, mobile crisis teams and SROs trained in crisis intervention. s.1006.07(7)(e), F.S.
 - Nothing prevents the threat assessment team from notifying the superintendent (or designee) of any individual (other than a student) who poses a threat of violence or physical harm to self or others. Reporting is required per s. 1006.07(7)(b), F.S.
 - Schools must follow the Clay County District Schools, Student Code of Conduct, regarding consulting with and reporting or referring to law enforcement and per s. 1006.13, F.S.

STEP 2: If a threat is identified, determine if the threat is transient. A

transient threat may be an expression of anger, rhetoric, humor or frustration that can be easily resolved with no sustained intent to harm another person.

- Consider whether the person being assessed retracted the threat, offered an explanation or offered an apology that indicates no future intent to harm someone. **When in doubt, treat the threat as substantive.**
- Determining the appropriate response to a transient threat depends on the context of the threat, whether the threat requires disciplinary action and what is necessary to resolve the situation. Many transient cases come from a misunderstanding of what was communicated, something taken out of context, or a statement made in the heat of the moment without actions to indicate intent to cause harm. Transient threats can often be resolved with a clarification, explanation, retraction or an apology – all of which (in conjunction with the absence of any other behaviors of concern) indicate that the threat is minimal. Responses to transient threats may include, but are not limited to:
 - Parent notification: Transient threats, by definition, do not appear to pose an ongoing threat to safety and should not require protective action. Parents or guardians of the student who made a transient threat, as well as parents or guardians of the target (when the target is a student) may be notified at the discretion of the threat assessment team. Parents should be assured that a threat has been resolved and told of any action taken.
 - Discipline: Students making transient threats may be subject to disciplinary action based on school board policy.
 - Additional resources: Transient threats may be resolved with referral to school-based or community-based resources, as needed.
 - Monitor, as needed: The case management plan can be reevaluated or amended upon receipt of new information.

There may be cases that were determined to be transient that may need to be changed to substantive. This change and the factors that lead to it should be documented on the Key observations form under “Threat Classification.”

STEP 3: Respond to a substantive threat. A substantive threat is one where an intent to harm someone is present or not clear. Even if a threat appears to be transient, if there is doubt or one does not feel comfortable resolving the threat as transient, then the threat should be considered substantive. Substantive threats may be serious, meaning a threat to hit, fight or beat up someone else, or very serious, meaning a threat to kill, rape or cause very serious injury with a weapon. All substantive threats require protective action.

- For all substantive threats, the threat assessment team should take immediate action to protect victims, reduce the risk of violence, and manage the situation. Protective actions include:
 - Taking precautions to protect potential victims;

- Warning potential victims and their parents;
- Looking for ways to resolve conflicts; and
- Disciplining the student, when appropriate.

STEP 4: If the threat is a very serious substantive threat, the team should complete a safety evaluation. In addition to the protective actions listed above, when there is a very serious substantive threat, meaning a threat to kill, rape or cause serious injury with a weapon, the following actions are considered a best practice:

- Take immediate precautions to protect victims. This generally includes notifying the potential target(s) of the threat, as well as their parent or guardian if the target is a student. Parents should be made aware of the seriousness of the threat and any responsive action. Schools should take immediate action to monitor and supervise the subject of the threat so that the threat cannot be carried out at school, at a school event or on school transportation.
 - Screen the student for mental health services and counseling and refer the student for school-based or community-based services as needed. When a mental health condition is suspected to be the cause of the threat or behavior at issue, a mental health assessment should be conducted. Threat assessment teams should follow local procedures for referrals to community services or health care providers for evaluation or treatment.
 - Contact law enforcement. Law enforcement can assist with supervision and monitoring of the student and can determine the need for additional action. When appropriate, law enforcement should conduct an investigation for evidence of planning, preparation or criminal activity. Policies and agreements with local law enforcement are in place for the reporting of threatening behavior. s. 1006.13(4), F.S. School based SROs can assist where needed.
 - Develop a safety plan that reduces risk and addresses student needs. The plan should include a review of the student's IEP, if the student is already receiving special education services, and a disability assessment if appropriate.
- Develop a safety plan for the student to return to school. Most students are able to return to school following a threat assessment with appropriate services in place.
 - The school administrator should determine the conditions of readmission to school, which may include a required mental health evaluation. Situations where a parent refuses any element of the safety plan should be evaluated on a case-by-case basis in accordance with district policies and direction from legal counsel.

STEP 5: Implement and monitor the safety plan. The safety plan should be documented in the [CSTAG](#) (Behavior Intervention Plan contained in CSTAG-2021) and if needed, other school based documents. This plan should include maintaining contact with the student.

- Threat assessment does not end after the initial assessment and response. Threat assessment is a continuous process designed to make sure the student continues to be able to access resources that are needed to be successful. Many cases should be kept open and subject to periodic review until the student is no longer attending that school. If the plan is no longer working, it may need to be revised.
- Clay County District School Administrators should consider the use of alternatives to expulsion or law enforcement involvement where appropriate. While threat assessment is a separate process from student discipline, the actions and behaviors that bring a student to the attention of a threat assessment team can lead to disciplinary action and law enforcement involvement in some cases. Clay County District School Administrators should consider alternatives to address disruptive behavior, such as restitution, civil citation, teen court, neighborhood restorative justice or similar programs, unless those alternatives would pose a threat to school safety. s. 1006.13(1), (8), F.S. It is considered a best practice to report all very serious substantive threats to law enforcement in accordance with district policies.

C. Roles and Responsibilities:

1. The Director of School Safety and Security shall ensure compliance with this policy.
 - A. Each school principal shall identify members of a threat assessment team that includes persons with expertise in counseling, instruction, school administration, and law enforcement in accordance with 1006.07(7)(a), Florida Statute. Members will be trained on the roles and responsibilities of each team member.
 - B. Guardians, private security guards with guardian training, or other campus security staff may not serve in place of sworn law enforcement on threat assessment teams.
 - a. If there is not an SRO or other sworn law enforcement officer assigned to the school, the Board should work with local law enforcement entities in order to ensure the required law enforcement presence on the team. Having an active, sworn law enforcement officer on the threat assessment team is essential because an officer has unique access to law enforcement databases and resources that inform the threat assessment process.
 - C. All school-based administrators and threat assessment team members must attend and complete mandatory threat assessment training. Each mandatory team member shall report their completion of this requirement to their principal or designee.
 - D. The Threat Assessment Team must provide annual training and guidance to students, staff, and parents on recognizing behaviors of

concern, their roles and responsibilities in reporting the behavior, and the various options for submitting a report, including anonymous reporting.

- E. Each school principal must assign school-based staff members who can proactively monitor and respond to all incoming reports where safety is of concern.
- F. Each threat assessment team must respond, within 24 hours when school is in session, to any report of a threat or any patterns of behavior that may pose a threat to self or others. If school is not in session, the school principal must immediately refer the matter to law enforcement for evaluation, and the threat assessment team must meet no later than the end of the first day school is back in session to consider the matter and ensure it is resolved. The team shall gather information regarding the specifics of the threat and/or behaviors that may pose a threat, including but not limited to: details of the incident or threat, witness statements, and relevant artifacts.
- G. Every threat may not require a meeting of the entire threat assessment team. It is recommended that at least two team members be involved in the threat assessment process for transient threats. Substantive threats should engage several team members and may require more in-depth review and assessment.
- H. All members of the threat assessment team should be involved with the assessment and intervention of individuals whose behavior poses a serious substantive threat.
- I. When assessing a potential threat or concerning behavior, the threat assessment team must determine not only whether a threat has been made or communicated, but also if a person poses a danger to self or others or if they are potentially on a pathway to violence.
- J. For students deemed a threat to self, the threat assessment team must ensure the student's immediate safety, then refer the student to the school-based suicide designee or the Mobile Response Team (MRT) from Clay Behavioral. The individual still may require intervention and assistance, but it is a different process than a threat assessment. Threat assessment is focused on threats of harm to others.
 - a. If the threat assessment team determines that a student poses a threat to others, the team is responsible for assessing the level of threat by conducting student/parent interviews, reviewing all pertinent records, and following the threat assessment procedures.
 - b. The threat assessment team must coordinate resources to provide intervention to individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Office of Safe Schools.
 - c. The threat assessment team, at the direction of the school principal in

cooperation with Culture and Climate, must plan for the implementation and monitoring of appropriate interventions in order to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.

- d. Interventions should remain in place until the team assesses that the student is no longer in need of support and does not pose a threat to self or others.
 - e. Threat assessment teams should use referrals to school-based, community, and/or health care providers for mental health services, evaluation, or treatment.
- K. If an immediate mental health or substance abuse crisis is suspected, school personnel must follow policies established by the threat assessment team to engage behavioral health crisis resources. As provided by s. 1006.07(7)(e), Florida Statute.
- L. All threat assessment outcomes and recommendations must be reported to the school principal. The school principal will review the documentation for all threat assessments to ensure completeness. The school principal will sign/acknowledge that the threat assessment documentation (CSTAG or other school based documents) is complete and will forward the signed/acknowledged assessment to the Office of School Safety Specialist, via the school SRO, a copy to the Office of Climate and Culture and a working copy for school based interventions. In addition, upon a preliminary determination that a student poses a threat of violence or physical harm to self or others, the threat assessment team must immediately report its determination to school principal or his/her administrative designee. The principal or his/her administrative designee shall immediately attempt to notify the student's parent or legal guardian.
- M. Nothing in this policy shall prevent school personnel from acting immediately to address an imminent threat. Where an immediate threat to life or physical safety exists, reports must result in an immediate notification to law enforcement.
- N. Nothing in this policy shall prevent the threat assessment team from notifying the school principal, his/her administrative designee of any individual (other than a student) who poses a threat of violence or physical harm to self or others.
- O. If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies to engage behavioral health crisis resources, including, but not limited to, mobile response teams (MRT) from Clay Behavioral and school resource officers, who have been trained in crisis intervention. These individuals shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Threat assessment teams shall contact other agencies involved with the student and any known service providers to share information and coordinate necessary follow up. Any information from education records disclosed during this process shall

be done in accordance with The Family Educational Rights and Privacy Act (FERPA) (34 CFR 99.31(10), 99.36).

- P. The threat assessment team, such as the school counselor, shall identify members of the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
- Q. School Based employees, volunteers, and contractors are required to report to school administration any expressed threat(s) or behavior(s) that may represent a threat to the community, school, or self.
- R. Regardless of threat assessment activities, disciplinary action and referral to law enforcement are to occur as required by law and Board policies
- S. Upon a preliminary determination by the threat assessment team that an individual poses a threat, members of the threat assessment team may request and obtain criminal history record information in accordance with 1006.07(7)(c), F.S., and s. 985.04(1), F.S.
 - a. No member of a threat assessment team shall disclose any criminal history record information or health information obtained or use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.
 - b. The threat assessment team may not maintain the criminal history record or place it in the student's educational file.
- T. The threat assessment team must consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts, or the severity of an act, that would pose a threat to school safety.
- U. If a student commits more than one misdemeanor that is known to the school, the threat assessment team must consult with law enforcement to determine if further action is warranted.
- V. If a student is facing possible expulsion or suspension as a consequence of certain actions, the school should consider ways in which these can be safely enacted and identify resources that may assist the student during this time. In addition, a threat assessment team may use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety.
- W. Threat assessment records are considered education records and shall be maintained and released in accordance with FERPA and state statute.
- X. Threat assessment teams should meet regularly to discuss new and ongoing cases.
- Y. Threat assessment teams should identify all means of reporting threats, including

FortifyFL (the statewide mobile suspicious activity reporting tool) and any similar reporting tools required by state law. Local hotlines, websites or other community-based resources should also be identified.

- a. Threat assessment records are required to be transferred when a student transfers school. Verified reports of serious or recurrent behavior patterns, including threat assessment evaluations and intervention services, must be transferred within three school days when a student transfers from school to school, pursuant to s. 1003.25, F.S. and Rule 6A-1.0955, Florida Administrative Code (F.A.C.). Records shall be transferred when a student progresses from elementary school to middle school, or from middle school to high school.
- b. Every section of the CSTAG form is not required to be completed. Threat assessment teams should use their judgment as to what is appropriate to be completed for each assessment and intervention in accordance with district policies and the corresponding level of the threat.

DRAFT

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

APPROVAL TO ADVERTISE/NOTICE OF INTENT TO ADOPT NEW SCHOOL BOARD POLICIES POLICE DEPARTMENT - SECTION IX (GENERAL ORDERS 9.17 - 9.18)

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approved on September 2, 2021 the advertisement of new School Board Policies - **Police Department - Section IX (General Orders 9.17 - 9.18)**.

Purpose & Effect: The proposed Policies are intended to simplify, update, and ensure alignment of School Board Policies (Police Department - Section IX) with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the proposed Policies is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - September 2, 2021. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policies.

Rule Making Authority: The Board is authorized to adopt the proposed Policies under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced Board Policies are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed Policies were originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt the proposed Policies following a public hearing. ***The public hearing shall be held on Thursday, October 7, 2021,*** during the course of the Board's regular meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.