

School Board of Clay County

Teacher Inservice Center, 2233 Village Square Parkway, Fleming Island, FL 32003

December 12, 2024 Regular School Board Meeting

Date: Dec 12 2024 (6:00 p.m.)

Student Showcase (Charles E. Bennett Elementary)

Invocation (Pastor Art Gipson, Hickory Grove Baptist Church, Green Cove Springs, FL)

Pledge of Allegiance

Call to Order

Recognitions and Awards

- [1. Recognize Art in the Capitol Winner](#)
- [2. Recognize Winners of the Len Mattiace Foundation Anti-Bullying Contest](#)
- [3. Recognition of Board Member Mrs. Skipper Recipient of the 2024 Appreciation Award from Tobacco Free Clay](#)
- [4. Recognize 2024 Founders' Week Art Contest Winners](#)
- [5. Recognition of Clay County Student Athletes of the Month](#)
- [6. Recognition of Clay County Coaches of the Month](#)
- [7. Athletics Check Presentation to American Cancer Society](#)
- [8. Recognize Schools Earning Medals at State Marching Championships](#)
- [9. Recognition of 2024-2025 School Related Employee of the Year and Teacher of the Year Semi-finalists](#)
- [10. Ceremonial Signing of the Ratified Clay Educational Staff Professional Association Contract](#)

Presenters

School Showcase (Charles E. Bennett Elementary, Amanda Strickland, Principal)

Presentations from the Audience (Public Comment)

Discussion Agenda

Human Resources

- [11. D1 - Human Resources Special Action A](#)
- [12. D2 - Human Resources Special Action B](#)
- [13. D3 - Human Resources Special Action C](#)

[14. D4 - Human Resources Special Action D](#)

[15. D5 - Human Resources Special Action E](#)

[16. D6 - Human Resources Special Action F](#)

Operations-Facilities

[17. D7 - Public Hearing to Approve as Advertised Revisions to School Board Policy 6.01, Educational and Ancillary Facilities](#)

☉ [PUBLIC NOTICE FOR SCHOOL BOARD POLICY 6.01 CHANGE](#)

☉ [Section 6.00 Support Services policy change](#)

[18. D8 - Public Hearing to Approve as Advertised Attendance Boundary Realignment for Oakleaf Junior High, Lake Asbury Junior High and Wilkinson Junior High Schools](#)

☉ [PUBLIC NOTICE FOR OLJ LAJ AND WJH BOUNDARY CHANGES](#)

☉ [Maps OLJ and LAJ and WJH Boundary Changes](#)

Consent Agenda

Superintendent

[19. C1 - Minutes of School Board Workshop on October 29, 2024; Student Hearings and Regular Meeting on November 7, 2024](#)

☉ [2024 Oct 29 Workshop.pdf](#)

☉ [2024 Nov 7 Student Hearings.pdf \(Confidential\)](#)

☉ [2024 Nov 7 Regular Mtg.pdf](#)

[20. C2 - Controlled Open Enrollment \(COE\) Plan for the 2025-2026 School Year](#)

☉ [Clay County District Schools COE Plan 2025-2026.pdf](#)

[21. C3 - Proposed Student Calendar for 2026-2027 School Year](#)

☉ [DRAFT Student Calendar 2026-2027.pdf](#)

Human Resources

[22. C4 - Personnel Consent Agenda](#)

☉ [Personnel Consent Agenda 11_18_24.pdf](#)

[23. C5 - Complete Salary Schedule 2024-2025](#)

☉ [Proposed 2024-2025 Salary Schedule.pdf](#)

[24. C6 - Memorandum of Understanding between Clay County District Schools and Clay County Fire Rescue \(CCFR\)](#)

Instruction-Academic Services

[25. C7 - Elementary Student Out of State Travel](#)

☉ [CEB Fieldtrip_May2025.pdf](#)

☉ [SPS_Fieldtrip_Mar2025.pdf](#)

☉ [20241113150608573.pdf](#)

Instruction-Exceptional Student Education

[26. C8 - Advertise the 2023-2024 through 2025-2026 Policies and Procedures \(P&P\) Manual and set the Public Hearing for February 2025.](#)

- ⌚ [Exceptional Student Education Policies and Procedures \(P&P\) Effective Date 2023-2024 through 2025-2026.pdf](#)
- ⌚ [Exceptional Student Education Policies and Procedures \(P&P\) Summary of Revisions.pdf](#)
- ⌚ [Signature Page 2024-2025 \(fillable\) \(1\) \(1\).pdf](#)
- ⌚ [Legal Adv PH Notice for Revisions to 2023-2024 through 2025-2026 Policies and Procedures Manual.pdf](#)

Instruction-K-12 Academic

[27. C9 - K-12 Academic Services Out of State and Overnight Student Travel](#)

- ⌚ [December 2024 Student Travel.pdf](#)

[28. C10 - 2026 Early College Program Contract Between the School Board of Clay County and District Board of Trustees of St. Johns River State College](#)

[29. C11 - Proposed Revised AMIKids-Clay County Employee and Student Calendar for 2024-2025 School Year](#)

- ⌚ [Clay County School Calendar 2024-2025_AMIKids.pdf](#)

Instruction-Climate and Culture

[30. C12 - 2024-2026 School Health Services Plan](#)

- ⌚ [2024-2026 School Health Services Plan.pdf](#)

Business Affairs

[31. C13 - Proposed Allocation Changes for 2024-2025](#)

- ⌚ [12.12.24 - 24-25 Allocation Summary.pdf](#)

Business Affairs-Accounting

[32. C14 - Monthly Financial Reports for October, 2024](#)

- ⌚ [October 2024 Monthly Board Property Report.pdf](#)
- ⌚ [Contracts 50 Thousand and Greater.pdf](#)
- ⌚ [October 2024 Monthly Board Financial Report.pdf](#)

[33. C15 - Budget Amendment Report for October 31, 2024](#)

- ⌚ [Oct Budget Amendment Statement.pdf](#)

Business Affairs-Property

[34. C16 - DELETION OF CERTAIN ITEMS REPORT NOVEMBER, 2024](#)

- ⌚ [DELETION OF CERTAIN ITEMS REPORT NOVEMBER, 2024.pdf](#)

Business Affairs-Purchasing

[35. C17 - BID Award](#)

Operations

[36. C18 - Trane Contract Award for Maintenance Service Agreement for Six Schools \(KHE, KHS, MRE, WES, WJH, CHE\)](#)

⊗ [250050 Trane South Region.pdf](#)

Operations-Facilities

[37. C19 - Change Order #4 for Clay High School Parking Lot Renovation/Redesign](#)

⊗ [Change Order #4 for CHS Parking Lot Renovation](#)

[38. C20 - Final Completion of Clay High School Parking Lot Renovation/Redesign](#)

⊗ [Certificate of Final Completion for CHS Parking Lot Renovation](#)

[39. C21 - Fleming Island High School HVAC Repair/Replacement Contract Award](#)

⊗ [FIH HVAC Repair Replacement Contract](#)

⊗ [FIH HVAC Repair Replacement Contract Continued](#)

[40. C22 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Tynes Elementary School Fire Alarm Repair/Replacement](#)

[41. C23 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Oakleaf Village Elementary School Fire Alarm Repair/Replacement](#)

[42. C24 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Plantation Oaks Elementary School Fire Alarm Repair/Replacement](#)

[43. C25 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Wilkinson Junior High School Safety & Security Control Access](#)

[44. C26 - Change Order #1 for Lakeside Elementary School Kitchen/Cafeteria Renovation](#)

⊗ [Change Order #1 for LSE Kitchen Cafeteria Renovation](#)

[45. C27 - Substantial Completion of Orange Park High School Media Center Renovation](#)

⊗ [Certificate of Substantial Completion \(Phase 1\) for OPH Media Center Renovation](#)

⊗ [Certificate of Substantial Completion \(Phase 2\) for OPH Media Center Renovation](#)

[46. C28 - Prequalification of Contractors](#)

⊗ [Table for Board Backup Contractor Prequal, 12.12.24](#)

[47. C29 - Final Completion of Orange Park High School Media Center Renovation](#)

⊗ [Certificate of Final Completion for OPH Media Center Renovation.pdf](#)

Adoption of Consent Agenda

CCEA Update (Victoria Kidwell)

CESPA Update (Lonnie Roberts)

Superintendent's Update and Presentations

School Board Attorney Remarks

School Board Member Remarks

DRAFT



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognize Art in the Capitol Winner

Description

Recognition and presentation of certificate to ??????? of Art in the Capitol contest.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only

Contact

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

Financial Impact

None

Review Comments

Attachments

DRAFT



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognize Winners of the Len Mattiace Foundation Anti-Bullying Contest

Description

This contest was open to all junior high students enrolled in Clay County School District. Students submitted a project that demonstrated kindness, compassion, and/or inclusion.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only.

Contact

Laura Fogarty, Director of Climate and Culture, laura.fogarty@myoneclay.net

Financial Impact

None

Review Comments

Attachments

DRAFT



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognition of Board Member Mrs. Skipper Recipient of the 2024 Appreciation Award from Tobacco Free Clay

Description

Tobacco Free Clay is recognizing Board Member Erin Skipper for being instrumental in supporting and advocating for district-level K-12 provisions that reduce nicotine use and exposure for students.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only

Contact

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

Financial Impact

None

Review Comments

Attachments

DRAFT



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognize 2024 Founders' Week Art Contest Winners

Description

Clay County Schools celebrated Founders' Week during the week of September 25-29, 2023. This patriotic time commemorates the contributions of historical figures and documents that have influenced the foundation of our government. This year's contest, which addressed Founders' Week theme U.S. Presidents: Legacy of our Leaders asked students to reflect on what they would do if they were president.

2024 Founders' Week Art Contest Winners

Grade	Winner	School
Kindergarten	Aubrey Sparrow	Doctors Inlet Elementary
1st	Andrea Cross	Grove Park Elementary
2nd	Maryelle Bailey	Plantation Oaks Elementary
3rd	Allison Reddinger	Swimming Pen Creek Elementary
4th (tie)	Brandi Gadson	Doctors Inlet Elementary
4th (tie)	Jamison Rogers	Shadowlawn Elementary
5th	Lilith Dease	Wilkinson Elementary

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only

Contact

Mary Owen, Social Studies Specialist, maryam.owen@myoneclay.net

Financial Impact

None

Review Comments

Attachments

School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognition of Clay County Student Athletes of the Month

Description

The Clay County Student-Athlete of the Month Program recognizes the best of the best in Clay County on and off the playing field. Each month our athletic directors nominate student-athletes that have shown the utmost excellence in academics, athletics, leadership, and community involvement.

Athletes of the Month

Athlete	School	Sport

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only

Contact

John Stilianou, District Athletic Director, john.stilianou@myoneclay.net

Financial Impact

None

Review Comments

Attachments



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognition of Clay County Coaches of the Month

Description

The Clay County Coaches of the Month are recognized as follows:

Coaches of the Month

Coach	School	Sport

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only

Contact

John Stilianou, District Athletic Director, john.stilianou@myoneclay.net

Financial Impact

None

Review Comments

Attachments



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Athletics Check Presentation to American Cancer Society

Description

The athletics department will present American Cancer Society with a check from October PINK OUT games. The Jaguars PREP community partnership in this event will also be recognized.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact

John W. Stilianou, Coordinator of District Athletics, john.stilianou@myoneclay.net

Financial Impact

Review Comments

Attachments

DRAFT



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognize Schools Earning Medals at State Marching Championships

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Contact

Christopher Gugel, christopher.gugel@myoneclay.net, Fine Arts Specialist

Financial Impact

Review Comments

Attachments

DRAFT



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Recognition of 2024-2025 School Related Employee of the Year and Teacher of the Year Semi-finalists

Description

Recognizing the top ten semi-finalists for School Related Employee of the Year and Teacher of the Year

Gap Analysis

Previous Outcomes

Expected Outcomes

Recognizing the top ten semi-finalists for School Related Employee of the Year and Teacher of the Year

Strategic Plan Goal

Recommendation

Recognition only.

Contact

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

Financial Impact

None

Review Comments

Attachments

DRAFT

School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

Ceremonial Signing of the Ratified Clay Educational Staff Professional Association Contract

Description

Ceremonial signing of the fully ratified contract between the Clay Educational Staff Professional Association and the Clay County School Board.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Ceremonial signing of contract by Lonnie Roberts, (President of CESP) and Chairperson of the Clay County School Board.

Contact

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

Financial Impact

Review Comments

Attachments

DRAFT

December 12, 2024 Regular School Board Meeting

Title

D1 - Human Resources Special Action A

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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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

December 12, 2024 Regular School Board Meeting

Title

D2 - Human Resources Special Action B

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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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

December 12, 2024 Regular School Board Meeting

Title

D3 - Human Resources Special Action C

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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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

December 12, 2024 Regular School Board Meeting

Title

D4 - Human Resources Special Action D

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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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

December 12, 2024 Regular School Board Meeting

Title

D5 - Human Resources Special Action E

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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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

December 12, 2024 Regular School Board Meeting

Title

D6 - Human Resources Special Action F

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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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

December 12, 2024 Regular School Board Meeting

Title

D7 - Public Hearing to Approve as Advertised Revisions to School Board Policy 6.01, Educational and Ancillary Facilities

Description

Approve as advertised policy revisions to School Board Policy 6.01, Educational and Ancillary Facilities. The current School Board Policy does not contain a configuration and sizing entry for a middle school facility in Section 6.01 (Support Services: Educational and Ancillary Facilities), Part K (School Size), Subpart 1.a (Minimum) and Subpart 2.a (Maximum). This configuration is required to be in policy in order to proceed with the movement of the 6th grade to the Oakleaf Junior High and Lake Asbury Junior High schools which would create a 6th-8th grade facility (e.g. Middle School). This change will go into effect for the 2025-2026 school year.

The configuration of a Middle School and its minimum and maximum enrollment size to add to the policy are as follows:

Section 6.01.K.1.a: minimum enrollment

Middle (6-8) - 800

Section 6.01 K.2.a: maximum enrollment

Middle (6-8) - 1,700

Gap Analysis

No action would result in the inability to proceed with the creation of middle schools in the district.

Previous Outcomes

The Clay County School Board has approved several Policy Advertisements for amendments in the past.

Expected Outcomes

The Board will approve as advertised revisions to School Board Policy 6.01, Educational and Ancillary Facilities.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve as advertised revisions to School Board Policy 6.01, Educational and Ancillary Facilities.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director of Facility Planning & Construction, (904) 336-6852, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

☞ [PUBLIC NOTICE FOR SCHOOL BOARD POLICY 6.01 CHANGE](#)

☞ [Section 6.00 Support Services policy change](#)

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO
APPROVE REVISIONS TO
SCHOOL BOARD POLICY 6.01 EDUCATIONAL AND ANCILLARY FACILITIES

Approval to Advertise: The School Board of Clay County, Florida (“the Board”) approves the advertisement of revisions to School Board Policy 6.01 Educational and Ancillary Facilities.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies 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 revisions to SB Policy 6.01 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 - November 7, 2024. 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 Policy amendments.

Rule Making Authority: The Board is authorized to adopt revisions to School Board Policy 6.01 Educational and Ancillary Facilities under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced policy revisions are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed policy was originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt proposed revisions to School Board Policy 6.01 following a public hearing. ***The public hearing shall be held on Thursday, December 12, 2024***, 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.

SECTION VI SUPPORT SERVICES

6.01 EDUCATIONAL AND ANCILLARY FACILITIES

A. Selecting Professional Services

The following procedures shall be used in selecting firms to provide professional architectural, engineering and land survey services and in negotiating contracts for such professional services. Services of an architect shall be used for development of plans for erection, enlargement, or alteration of any educational facility in accordance with the selection process prescribed in Section 287.055, Florida Statutes.

1. Definitions

- a. "Professional Services" means those services within the scope of practice of architecture, professional engineering, or registered land surveying as defined by Florida Statutes or those performed by an architect, professional engineer, or registered land surveyor in connection with this professional employment or practice.
- b. "Firm" means any individual, firm, or partnership, corporation, association, or other legal entity permitted by Florida Statutes to practice architecture, engineering, or land surveying in the State of Florida.
- c. "Compensation" means the total amount paid by the School Board for professional services.

2. Public Announcement

- a. When the School Board finds it necessary to procure professional services, the School Board shall publish a legal advertisement in a newspaper circulated in Clay County describing the need for professional services and explaining application procedures for interested professional firms to be considered by the School Board. Such advertisement shall be published for three consecutive weeks prior to commencement of the selection procedure. The School Board shall consider all firms that timely submit written requests to be considered for such professional services.
- b. The procedures described herein shall apply except in cases where continued facility operations require immediate action. However, in such case, reports shall be made to the School Board.
- c. Those firms that desire to provide professional services shall submit statements of qualification and performance data together with a request to be considered for providing professional services, supplemented by other information specifically requested by the School Board or District Facility Planning and Construction Department.

- d. The Superintendent shall appoint a two-member subcommittee of the selection committee to review statements of qualifications and performance data submitted by firms requesting consideration. The purpose of the subcommittee is to develop a list of five (5) qualified firms. Factors to be considered by the subcommittee in reviewing qualifications shall include, but not necessarily limited to:
 - 1) Capability to accomplish the work in the desired time and in a professional manner;
 - 2) Specialization in the type of project proposed in the building program;
 - 3) Experience with the School Board on prior projects;
 - 4) Proximity of the firm to the location of the project; and
 - 5) Volume and nature of work presently under contract and volume and nature of work awarded to the firm by the School Board within the past three (3) years.
- e. The subcommittee, after reviewing all data submitted by firms, shall recommend five (5) firms to the selection committee.
- f. The Superintendent shall appoint a selection committee consisting of the subcommittee members and one other member.

The School Board shall annually appoint a single member of the Board to serve as a voting member of the selection committee.

- g. The selection committee shall evaluate current statements of qualifications of the five (5) firms recommended by the subcommittee. The selection committee shall select and interview no less than three (3) firms. After the interview the three (3) firms shall be placed in order of preference, deemed to be the most highly qualified to perform the required services, considering the following factors and any other factors determined by the School Board to be applicable to its particular requirements:
 - 1) Capabilities of the firm;
 - 2) Adequacy of personnel;
 - 3) Past record and experience; and
 - 4) Financial responsibility.

The selection committee shall report its recommended selections to the Superintendent for review and to the School Board for approval.

h. Competitive Negotiations

- 1. The Superintendent or his/her designee shall negotiate a contract for professional services for the project with the firm, which has been determined by the selection committee to be the most qualified. The selection committee shall concurrently provide a detailed analysis of the entire scope of the work to be done by the School Board and shall also outline all professional services desired. The Superintendent shall

submit to the School Board for approval, the negotiated contract for professional services. This may be submitted to the School Board as a single recommendation listing both, the three (3) firms in order of preference, as well as a recommended contract after negotiations.

2. When the Superintendent, or his/her designee is unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a compensation that the Superintendent or his/her designee determines to be fair, competitive and reasonable, the Superintendent, or his/ her designee, shall initiate negotiations with the second most qualified firm. If the Superintendent, or his/her designee, fails to negotiate a fair contract with the second most qualified firm, the Superintendent or his/her designee shall then undertake negotiations with the third most qualified firm.
3. If the Superintendent, or his/her designee, is unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected and presented to the School Board for approval. Negotiations shall be continued until an agreement is reached pursuant to the procedure in subsection (g) herein.
 - i. Non-exclusion of Public – The public shall not be excluded from any proceedings under these rules.
 - j. Contingency Fees – The firm to which the contract is awarded shall warrant and the contract shall provide that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon the award of the contract for professional services.
 - k. Exclusions – The provision of 6.01(2) herein shall not apply to professional services contracts of ten thousand dollars (\$10,000) or less for planning projects, or for such contracts on any project in which the construction is estimated to cost less than one hundred twenty thousand dollars (\$120,000). However, an advertisement may be required, at the discretion of the Superintendent, when certain planning activities or project construction is of a nature unique in the industry, and is deemed to require such. All planning activities and construction projects falling between the School Board’s bid limit, and the Board’s policy of 6.01, shall require at least three (3) quotations establishing a competitive basis in order to support the School Board’s recommendation.
 - l. Written Agreement
 - 1) Each purchase of professional or technical services as provided herein shall be evidenced by a written agreement embodying all provisions and

conditions of the purchase and shall be executed prior to the rendering of any service under the agreement except in cases of valid emergencies certified by the Superintendent.

- 2) The written agreement shall include a provision that statements for fees or other compensation for services and expenses shall be submitted in sufficient detail for proper pre-audit and post-audit. Travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.06, Florida Statutes and School Board Rules governing payment for travel expenses.
- m. The design firm selected for the project shall obtain and maintain proper and adequate insurance against errors and omissions and professional liability to protect and indemnify the School District of Clay County, Florida and the School Board of Clay County, Florida against any and all claims, which may arise during the term of the project. The amount of insurance shall not be less than \$1,000,000 per claim and \$1,000,000 annual aggregate. For projects in which the contract amount is less than \$1,000,000, the required insurance shall have per claim and annual aggregate limits of not less than 75% of the total contract amount for the project. The School Board shall be named as an additional insured and proof of such insurance shall be provided prior to the execution of any contract for services.

(Ref. F.S. 1001.41); 1013; 287.055; 287.057; Revised: 07/17/08)

B. Annual Architect/Engineer Selection

1. To increase staff efficiency toward having architectural/engineering services available on projects not exceeding the statutory cost limit as established in F.S. 287.055 (2)(g), the following is authorized:
 - a. An appointment of a single architectural/engineering firm for a period of not more than one year is authorized. The appointment may be extended for an additional period of not more than one year if agreeable to the School Board and the architectural/engineering firm. The architectural/engineering firm selection shall follow the professional selection procedures as set forth in 6.01(A). The appointed architectural/engineering firm shall be available to the Superintendent to design, manage and inspect any/all projects not exceeding the statutory cost limit as established in F.S. 287.055 (2)(g) or less. The successful architectural/engineering firm shall be compensated according to the terms of the standard form agreement and fees shall be a stipulated percentage of each project's construction cost. The percentage shall be the same on each project.
 - b. The selection of an architectural firm, an engineering firm, or a firm that provides both architectural and engineering services, and the amount of compensation, shall require Board approval.

(Ref. F.S. 1001.41); 287.055; 1013) (Amended: 12/20/07; 12/12/2019; 03/02/2023)

C. Pre-Qualification of Contractors

The Board shall pre-qualify contractors for a one-year period. The intent of this section is to prescribe uniform requirements for PRE-QUALIFICATION of contractors. The Superintendent shall appoint a four-member Contractor Pre-qualification Review Committee consisting of the Director of Facility Planning and Construction, the Director of Maintenance and Operations, the Director of Purchasing and a representative from the Business Affairs Division. The School Board shall annually appoint a single member of the Board to serve as a voting member of the committee. The Contractor Pre-qualification Review Committee shall report its recommendations to the Assistant Superintendent of Support Services for review. Upon review, the Assistant Superintendent of Support Services will submit it to the Superintendent and to the School Board for approval. The Board shall receive and either approve or reject each application for pre-qualification within sixty (60) days after receipt by the Board's administrator. Project bids from contractors who have not been pre-qualified will not be accepted. Contractors must submit an application at least sixty (60) days prior to any bid opening in order to have their bid considered.

1. Criteria

Contractors shall be pre-qualified by the Board on the basis of the following criteria:

- a. Proof that the contractor holds a contractor's license, which authorizes the contractor to supervise the work within the scope of the construction project.
- b. Evidence that the applicant has financial resources to start up and follow through on projects and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of any project for which the contractor seeks pre-qualification. The written verification must be submitted by a licensed surety company rated excellent ("A-" or better) in the current A.M. Best Guide and qualified to do business within the State.
- c. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and building codes for similar scope projects as shown by the successful completion within the past five (5) years of at least two (2) other projects of similar size.
- d. Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years, preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment becomes final.

e. Type of work for which the contractor is licensed.

2. Application

In order to allow the Board to apply the uniform criteria in subsection (1), the Board shall require each contractor, firm or person requesting pre-qualification to submit separate applications that include the following:

a. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant. The Contractor must provide an unexpired certificate issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489 F.S., as either, State Certified General Contractor or Building Contractor, Electrical, Mechanical or Plumbing Contractor as appropriate. Locally licensed subcontractors must provide a copy of appropriate local license.

b. Audited financial information current within the past twelve (12) months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification from its surety company of the contractor's bonding capacity. The surety company must be admitted to do business in the State of Florida, must have been in business and have record of successful continuous operations for at least five years, and shall have at least the following minimum ratings according to Best's Key Rating Guide, latest edition.

<u>Contract Amount</u>	<u>Policy Holder's Rating</u>	<u>Required Financial Rating</u>	<u>Surplus Rating</u>
\$ -0- to \$ 299,999	No bonding requirement.		
\$ 300,000 to \$ 499,999	Per Chapter 287.0935, F.S.		
\$ 500,000 to \$ 750,000	A-	Class V	10 - 25 Million
\$ 750,000 to \$1,500,000	A-	Class VI	25 - 50 Million
\$1,500,000 to \$2,500,000	A-	Class VII	50 - 100 Million
\$2,500,000 or More	A-	Class VIII	100-250 Million

c. General information about the company, its principals, and its history including state and date of incorporation.

d. Detailed information setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crime statement, and references (AIA Document A305 may be used).

e. A list of projects completed within the past five (5) years, including dates, client, approximate dollar value, and size.

f. A list of all pending litigation and claims and all litigation and claims within the past five (5) years, including an explanation of each. Litigation initiated

by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting pre-qualification.

- g. Certificates of insurance confirming current worker's compensation, public liability and property damage insurance as listed below:
 - 1). Liability insurance shall include all major division of coverage and be on a comprehensive basis including:
 - a) Premises Operations (including X, C and U coverage as applicable)
 - b) Independent Contractor's Protective.
 - c) Products and Completed Operation.
 - d) Personal Injury Liability with Employment Exclusion deleted. Hazards A, B and C.
 - e) Contractual.
 - f) Owned, non-owned and hired motor vehicles.
 - g) Broad Form Property Damage including Completed Operations.
 - h) Employees as additional insured.
 - 2). The insurance required shall be written for not less than the following limits, or greater, if required by law:
 - a) Worker's Compensation
 - (1) State: Statutory
 - (2) Employer's Liability: \$100,000.00 per accident
\$500,000.00 Disease, Policy Limit
\$100,000.00 Disease, Each Employee
 - b) Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operation Broad Form; Liability; Contractual Liability) – A- with an FSC VI or better rating in the current AM Best Guide for contractors bonded over \$200,000.00 and B+ with an FSC V or better rating in the current AM Best Guide for contractors bonded under \$200,000.00:
 - (1) Bodily Injury
 - (a) Each Occurrence \$1,000,000.00
 - (b) Annual Aggregate \$2,000,000.00
 - (2) Property Damage
 - (a) Each Occurrence \$1,000,000.00
 - (b) Annual Aggregate \$2,000,000.00
 - c) Personal Injury

(1) Annual Aggregate \$1,000,000.00

- d) Completed Operations and Products Liability shall be maintained for one (1) year after final payment.
- e) Property Damage Liability Insurance shall include coverage for the following hazards: X, C, U.
- f) Comprehensive Automobile Liability (including owned, non-owned, and hired vehicles) – A- with an FSC VI or better rating in the current AM Best Guide for contractors bonded over \$200,000.00 and B+ with an FSC V or better rating in the current AM Best Guide for contractors bonded under \$200,000.00:

(1) Bodily Injury

- (a) Each Person \$1,000,000.00
- (b) Each Occurrence \$1,000,000.00

(2) Property Damage

- (a) Each Occurrence \$1,000,000.00

g) If an exposure exists, Aircraft Liability (owned and non-owned), with limits approved by the owner shall be approved.

- h. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate, and the signature shall be notarized.
- i. EXCEPTION: When two (2) or more pre-qualified contractors wish to combine their assets for a specific project, they may do so by filing an affidavit of joint venture. Such affidavit shall be valid only for that specific project.

3. Issuance of Certificate

The Board shall issue a certifying letter valid for one (1) year. The letter shall include:

- a. A statement indicating that the contractor may bid for projects during the time period specified.
- b. A statement establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time. The maximum value of each project may be up to twice the value of the largest project previously completed, but shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.

- c. A statement establishing the type of work the contractor will be permitted to provide.
 - d. The expiration date of the letter.
4. Renewal of Certificate

Pre-qualification shall be renewed annually.

- a. All requirements found in Paragraph 2 above shall be required for renewal of pre-qualification. To ensure no lapse in pre-qualification, it is recommended that submission of these requirements be 60 days in advance of the expiration date.
 - b. The Board may allow pre-qualified contractors to request a revision of their pre-qualification status at any time they believe the dollar volume of work under contract or the size and complexity of projects should be increased if experience, staff size, staff qualifications, and other pertinent data justify the action.
5. Delinquency

The decision to declare a contractor delinquent may only be made by the Superintendent and must be ratified by the Board at its next regular meeting following such decision by the Superintendent. Should a contractor be determined to be delinquent, after notice and an opportunity for a fair hearing, the Board shall notify the contractor and his surety, in writing, that the contractor is disqualified from bidding work with the Board as long as the delinquent status exists. A delinquent condition may be determined to be in effect when one (1) or more of the following conditions occur without justifiable cause:

- a. A substantial or repeated failure to comply with contract documents after written notice of such non-compliance.
- b. A substantial or repeated failure to provide supervision and coordination of subcontractor's work after written notice of such failure.
- c. Substantial deviation from project time schedules after written notice of non-compliance.
- d. Substantial or repeated failure to pay subcontractors after the Board has paid the contractor for the work performed by the subcontractors and in accordance with approved requisitions for payment.
- e. Substantial or repeated failure to provide the quality of workmanship compatible with the trade standards for the community after written notice of such failure.

- f. Substantial or repeated failure to comply with the warranty requirements of previous contracts after written notice of such failure.
 - g. Failure to maintain the required insurance coverage after written notice of such failure.
6. Suspension or Revocation

The Board may, for good cause, suspend a contractor for a specified period of time or revoke the contractor's pre-qualification. Causes for suspension or revocation shall include, but not be limited to, one or more of the following:

- a. Inaccurate or misleading statements included in the application.
 - b. Declared in default by a Board.
 - c. Adjudged to be bankrupt.
 - d. Performance, in connection with contract work, becomes unsatisfactory to the Board based on the Board asserting and recovering liquidated damages in an action against the contractor.
 - e. Payment record, in connection with the contract work, becomes unsatisfactory to the Board based on the contractor's failure to comply with the Construction Prompt Pay Act (Section 715.12, F.S.).
 - f. Becomes delinquent on a construction project pursuant to (5) above.
 - g. Contractor's license becomes suspended or is revoked.
 - h. No longer meets the uniform pre-qualification criteria established in this section.
7. Appeal

A contractor whose application has been rejected or whose certifying letter has been suspended or revoked by a Board shall be given the benefit of reconsideration and appeal as follows:

- a. The aggrieved contractor may, within ten (10) days after receiving notification of such action, request reconsideration in writing. The contractor may submit additional information at the time of the appeal.
- b. A Board shall act upon a contractor's request within thirty (30) calendar days after the filing and shall notify the contractor of its action to adhere to, modify, or reverse its original action. The Board may require additional information to justify the reconsideration.

D. Educational Facilities Plan

1. By June 30 of each fiscal year the School Board shall be provided a plan for Capital Outlay Projects. The plan shall be based on sound planning information and shall cover a five-year period. The estimated Capital Outlay funding shall be identified and the plan shall be financially balanced.
2. It shall be required that, by October 1 each fiscal year, a copy of the Educational Facilities Plan shall be submitted to each local government within the School Board's jurisdiction. A copy of the Educational Plant Survey shall also be provided at least every five (5) years.

E. Use of Buildings and Grounds

1. The School Board herewith establishes that its educational facilities and grounds shall be made available for any legal assembly or for community use centers or as voting places in any primary, regular or special election.
2. Facility and/or grounds use shall be approved after execution of an agreement, which provides for protection of the School System.

F. Facility Inventory of School Houses

1. An accurate inventory of all educational and ancillary facilities shall be maintained for the district.
2. School principals shall cooperate with district staff in providing necessary information for the inventory.
3. The Facility Planning and Construction Department shall provide by October 1 of each fiscal year a complete set of Educational and Ancillary Schematic Plans to the Law Enforcement agencies and Fire Department(s) of Clay County. After the initial submission of these plans, revised documents shall be submitted annually ensuring accurate and updated plans to the referenced agencies.

G. Conformity with Florida Building Code

1. Before projects can be occupied, it must be inspected to verify compliance with statutes, rules and codes affecting the health and safety of the occupants. Verification of compliance with rules, statutes and codes must be established and filed for all projects.
2. A record is required for each project's completion and permanent archive of Phase III construction documents, including any agenda and change orders to the project.
3. The school district Director of Code Enforcement shall ensure that the plan of each project is reviewed and approved by either, the Department of Education, an engineer or architect retained by the Board for plan review, or qualified School

Board employees. The individual or individuals performing said review must be registered pursuant to either chapter 471, 481 or part XII of chapter 468 Florida Statutes. Which of the aforementioned individuals or entities is used for plan review shall be the decision of the Director of Code Enforcement.

H. Educational Facilities as Emergency Shelters

1. In consultation and cooperation with the county, the State Emergency Management and the American Red Cross, educational facilities shall be made available to use as emergency shelters.
2. Agreements for the use of educational facilities as shelters shall be developed and maintained with all applicable agencies.

I. Relocatable Facilities

1. The Clay County School Board establishes when District capacity is identified in the review of development impact, relocatable facilities will be included as available capacity.
2. The Clay County School Board is committed to providing quality, safe and lasting facilities that ensure a positive educational environment. The School Board's goal is to utilize relocatable facilities in the following circumstances:
 - a. When available funding and growth necessitate their use to relieve overcrowding until permanent facilities can be provided.
 - b. To temporarily house instructional programs and/or administrative units during the period of time remodeling, renovation, or other major repair is underway in a permanent structure.
 - c. In the event of any natural or man-made disaster until appropriate permanent facilities can be provided.
3. It is the goal of the Clay County School Board that existing relocatable facilities exceeding thirty (30) years of age are to be replaced to the fullest extent funding allows. Renovation of existing relocatables shall be every fifteen (15) years.

J. Construction Management/Construction Program Management

1. When the School Board finds it necessary for particular construction projects, it may designate that said project be constructed using a construction manager (hereinafter "CM") or a total program manager (hereinafter "TPM") for construction services. Selection of a CM or TPM shall be made by using the same competitive selection process as that which is set forth in Section 6.01 (A) of these policies and Section 287.055. Florida Statutes.

2. The Board shall assure that CM and TPM projects are in compliance with all applicable federal and state laws and rules, building and life-safety codes and the FBC.
3. The Board’s duties when using CM/TPM shall include but not be limited to:
 - a. Determine project scope, time frames for construction, funding source(s) and project budget.
 - b. Depending on the scope of CM/TPM contract for services, the Board may also have to provide a site survey, educational plant survey or survey update, educational specifications/program, approval to easements, assessments, coordination with local government, architectural or engineering services, inspection services, drawings and specifications.
 - c. Provide a project representative with authority to render decisions promptly and furnish information expeditiously.
 - d. Provide the CM/TPM with a description of applicable requirements, state and federal laws, board policies and processes, time frames, interface/approvals required, payment policies, change orders, inspections and approval procedures.
4. To expedite project flow and efficiently manage CM and TPM contracts, the Board may, by specific Board action, on a project-by-project basis, delegate project decision making authority to the Superintendent or his/her designee for survey approved projects including: submission of project documents for approval; and reductions and changes to components systems and subsystems. For accountability, all changes in a project made pursuant to the delegated authority set forth herein shall be reported to the Board and entered in its official minutes.

K. School Size

1. Minimum

- a. In addition to providing a sound educational experience and opportunity to students, a school must be able to financially support itself. The school’s enrollment is the basis for deriving revenue and on that basis minimum school enrollment sizes are established:

Elementary	-	450	7-12 Combination	-	1,000
Junior High (7-8)	-	750	K-8 Combination	-	900
High	-	900	Middle (6-8)	-	800

- b. When a school’s enrollment declines and no longer supports itself, the School Board shall initiate one or more of the following actions:

- 1) Increase enrollment by adding programs.
- 2) Increase enrollment by redistricting.
- 3) Consider other area schools and other available options and if appropriate, close the school and redistrict students to other area schools.

2. Maximum

- a. When a school's enrollment is such that lunch cannot be served within the desired window of 11:00 a.m. to 1:00 p.m., the site cannot handle the required classrooms, physical education or activity areas are compromised with classroom requirements, parking is unavailable or school bus and parent pick-up and drop-off are insufficient, the school is deemed in duress and is over capacity.

The above issues, considered together with research on the topic and considering the School Board's ideal size according to the District's Facility List, provide the basis to establish limits on the size of schools. The School Board establishes the maximum school enrollment size as follows:

Elementary	-	1,000	7-12 Combination	-	2,500
Junior High (7-8)	-	1,500	K-8 Combination	-	1,500
High	-	2,500	Middle (6-8)	-	1,700

- b. When schools exceed the above maximums, the School Board shall initiate one or more of the following actions:
 - 1) Decrease programs to reduce enrollment.
 - 2) Redistrict students to other area schools.
 - 3) Consider the long range plan for new schools and if not identified, amend the Capital Projects Plan to include new schools, if warranted, to relieve the over-capacity status.

3. This section shall become effective upon implementation of School Concurrency.

(F.S. 1013, Adopted: 07/21/05, 10/19/06, 02/15/07, 03/15/07, 03/20/08)

L. Naming of School District Facilities and Dedicating Areas of School District Facilities or Grounds

1. Purpose.

To establish an equitable process by which the School Board can assume its responsibility for the naming or renaming of schools and other facilities, or the naming of areas of facilities or grounds to honor individuals, or for assigning naming rights for portions of school facilities to recognize private or corporate entities that make a significant contribution, financial or otherwise, to benefit the District.

2. Policy.

It is the responsibility of the School Board to select names of all schools and facilities. In fulfilling this responsibility, the School Board shall carefully consider and respect community recommendations in the naming process. The School Board shall also have the responsibility to authorize naming rights for portions of school facilities in order to provide recognition for private or corporate entities that make an exceptional contribution or significant financial contribution to benefit the District. The names of persons actively employed by or contracting with the Clay County School District shall not be considered.

3. New Schools.

Before a new school is opened in Clay County, the Superintendent shall appoint a committee for the purpose of naming the school.

- a. The committee shall be charged with the responsibility of proposing five (5) school names to the Superintendent who shall then present at least three (3) of those names to the School Board, which will make the final choice.
- b. The committee membership shall consist of a minimum of two (2) lay people who live in the area in which the site is located and who are designated by consensus of the School Board, two (2) staff members as designated by the Superintendent, and the Assistant Superintendent for Support Services.
- c. The committee is encouraged in the naming of the schools to use historical figures, the history, general location or features of the area, or goals of the school. Names of existing schools or combinations thereof shall not be used except in those cases where existing schools are being discontinued as public schools.

4. Existing Schools and Related School Facilities.

The School Board may name or rename a school and other facilities for a variety of reasons, including its use for a new purpose or the desire to recognize contributions to the School District by providing for a dedication or naming of appropriate areas of a district facility, as provided herein, in honor of such individuals, private or corporate entities making exceptional or outstanding contributions to the School District.

- a. *Schools.* The renaming of schools shall follow the same requirements of Section 3 above.
- b. *Ancillary Facilities.* When naming an ancillary facility, a committee of at least one (1) department head and three (3) other stakeholders appointed by the Superintendent shall make a recommendation to the Superintendent who shall present said recommendation to the School Board.

c. *Buildings.* The naming or renaming of any building in honor of a person, living or deceased, as a result of a private gift or other significant non-financial contribution, requires the approval of the School Board after considering the recommendation of the Superintendent.

d. *Components of Facilities.* The Superintendent/designee with approval of the School Board may name significant building components, including classrooms, media centers, athletic fields, conference rooms, common areas and other components which are part of a building or site, including recognizing exceptional or significant non-financial or financial contributions of private individuals or corporate entities. Such naming shall specify any donor request by private individuals or corporate entities for a specific name and shall be reported to the Board as an information item.

5. Limitations to Naming Rights.

Naming rights are intended to recognize sponsorships or a significant contribution by a private individual or corporate entity that benefits the School District.

a. The Assistant Superintendent for Support Services shall maintain records of the naming of schools, buildings and the components of buildings.

b. Naming rights shall be reviewed on a periodic basis, and a naming right may be renewed for an additional period as defined by the original contract and as approved by the School Board.

c. No facility shall be named after someone whose positions, opinions and/or reputation is inconsistent with the mission and vision of the School District.

d. The School Board shall have discretionary authority to rescind a naming right at any time based on any action by a private individual or corporate entity that is deemed by the School Board to be inappropriate and/or in conflict with the School District's values.

e. Funds donated for naming rights shall be deposited in the school's internal account(s), except in instances in which the funds are for the purchase of capital assets or for capital funding in which case they shall be deposited in the general revenue account of the School District. Funds will be transferred to a particular school or utilized in accordance with a written agreement between the School District and the donor if such agreement exists at the time of donation.

f. Schools may not be named after a living person; however, buildings and building components may be named after persons living or deceased.

6. Duration of Naming Rights.

The duration of naming rights shall be proportionate to the value of a donation, endowment or other significant contributions to a school. The duration of naming rights for athletic fields, grounds, and portions of school or administrative sites other than buildings and components shall be at the discretion of the Superintendent or his/her designee. For

buildings and components of buildings, the School Board recognizes two types of naming rights, short-term and long-term naming rights. The provisions for each are outlined as follows:

a. *Short-Term Naming Rights.* Short-term naming rights are applicable for donations ranging from a minimum of \$15,000.00 to a maximum of \$50,000.00 and shall be valid for a period of up to ten (10) years, unless otherwise specified by the Superintendent or School Board at the time of approval. Buildings and building components named prior to April 1, 2009, shall be excluded from this provision. Any funds donated for short-term naming may be deposited in a school's internal fund for short-term use, or may be deposited as an endowment in the school's foundation, if one exists.

b. *Long-Term Naming Rights.* In addition to the other naming opportunities provided in this policy, for instances in which single donations are excess of \$50,000.00, buildings may be named after a donor for more than ten (10) years but not to exceed forty (40) years, unless approved otherwise by the Board, provided that a substantial sum is placed in an endowment or trust to benefit the school long-term.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41, 1001.42

LAWS IMPLEMENTED: Fla. Stat. §§ 1001.43(4) Adopted 7/18/13.

6.10 SCHOOL INITIATED PROJECTS

A. Facility Requirements

1. School principal submits, in writing, the type of proposed project to be constructed at the school to the Director of Facility Planning and Construction Department.
2. District Facility Planning and Construction Department evaluates project and determines if plans and specifications for the proposed project have to be prepared by an architect(s) and/or professional engineer(s) registered to practice in the State of Florida.
3. If a registered architect(s) and/or a professional engineer(s) is required, the principal will submit a detailed scope and description of the project along with the name(s) of architect(s)/engineer(s) and shall certify to the School Board, in writing, that the project will be designed and constructed in accordance with Florida Statute 1013 and the Florida Building Code and all other applicable state and federal laws. The architect(s)/engineer(s) will be responsible for overseeing and inspecting the construction phase and for filing field inspection reports to the Facility Planning and Construction Department. In addition, the project will be inspected by the Building Department.

4. Educational specification for the project shall be prepared, if required.
5. Architectural and Engineering Design and construction documents shall be in accordance with F.S. 1013 and the Florida Building Code.
6. Phase I documents (Schematic), Phase II documents (Preliminary) and Phase III documents (Final), including specifications shall be submitted to the Facility Planning and Construction Department and School Board. The Facility Planning and Construction Department will submit the documents to the Building Department for approval and to the School Board, if required.
7. Prior to ground breaking for construction the Organization, through their Board of Directors, will submit to the Principal a plan, which demonstrates the financial capability of the organization to complete the project at least through the dry-in stage. This data consisting of monetary resources and in-kind contributions will be outlined in detail. Once accepted by the Principal, a copy will be forwarded to the Director of Facility Planning and Construction for review and final evaluation.

The construction stage referred to above as dry-in shall be defined as a point in construction when the building or project meets the following criteria:

- a. Does not present any safety hazards to students, staff or community.
 - b. Is securable; i.e. doors, windows, locking hardware are installed.
 - c. All roofing is complete including, if intended, shingles.
 - d. All rough electrical, plumbing and H.V.A.C. is complete.
 - e. Site is free of debris and graded in accordance with plans and specifications.
8. The project shall be under the direct supervision of the architect(s)/engineer(s) and shall be inspected by the architect(s)/engineer(s) on a regular basis. The District Building Department shall also inspect each phase of construction.
 9. The architect(s)/engineer(s) shall complete the certificates for final inspection that certifies that all work is substantially completed in accordance with approved construction documents, applicable laws and rules. The architect(s)/engineer(s) and the Building Department shall certify that the project is ready for occupancy. Upon final completion of the project, a financial report should be filed with the Business Affairs Office detailing expenditures and in-kind contributions to establish a market value for determining property value.
 10. It is the intent and purpose of 1 through 9 above to provide basic understanding of the requirements for construction projects. Florida Statutes 1013, State Board Rules and the Florida Building Code shall in its entirety govern the construction of all projects approved by the Clay County School Board.

B. Insurance Requirements

1. Clay County School Board Construction of Facilities by Support Organizations

The Clay County School Board and/or its trustees are composed of support organizations, which are non-profit motivated, and organized. These organizations provide direct support to individual functions of the interscholastic and intra-scholastic activities of a school or academic activities requiring funding, buildings, promotion, et cetera.

Examples of such groups are: Parent Faculty Organizations, Band Booster Clubs, Athletic and Academic Booster Clubs, Staff Organizations, et cetera, hereinafter referred to as the Organizations.

The Organizations operate under guidelines and within the scope of missions assigned and approved by the Clay County School Board. By nature of this relationship, the Organizations and the School Board waive all rights to seek damages by either party, (the School Board or the Organization) concerning any actions or litigation, which might or could evolve from or as a part of this relationship or support. All funds raised or collected by such auxiliary organizations or groups must be deposited and accounted for through the School Board Internal Account System. All expenditures through Internal Accounts must follow the School Board's rules and regulations. The Organizations must approve projects involving such funds prior to being submitted to the Clay County School Board for approval and action.

2. Insurance Support

- a. Volunteers - Worker's Compensation (medical only-no disability compensation) for volunteers is available for individuals – (the volunteer form is required to be filled out for each **person** co-signed by a witness, preferably the principal or his or her designee). Employees of private companies or corporations acting as subcontractors or contractors on the project will not be covered by the School Board Worker's Compensation. The company, corporation or owner paying such persons must provide such coverage.
- b. General or Public Liability – the Organizations, by its nature being a non-profit support function of a school, has the general liability insurance as a subsidiary of the School Board. The Organization **must** operate within the scope of its assigned missions and functions or it is not covered for general liability insurance.

The Organizations may be required to obtain indemnification for certain functions to assure continued protection and immunity for the School Board. Construction projects are one function, which requires such action because of the liens, labor problems, and possibly other legal actions. (See Indemnification Requirements and Forms).

- c. Automobile Liability – **All** vehicles of companies, corporations, or individuals coming onto campus should have evidence of auto liability (either company or individually owned) to assure protection of the School Board in constructing a project. Only vehicles **directly** used to support the construction of the project should be allowed to drive on campus.

- d. Property – The School Board has property insurance, which covers new buildings once they are accepted by the Board.
 - e. Boiler and Machinery – General Contractors and sub-contractors must maintain Boiler and Machinery Insurance required by the project or by State or County law. Notice of acceptance of any equipment requiring such coverage must be transmitted to the Coordinator of Insurance Activities so the items can be added to the School Board policy.
3. Indemnification Requirement

The School Board shall require of construction contractors or sub-contractors a copy of their license (state and/or county, if required). Evidence of Worker's Compensation, general liability, and auto liability (Certificate of Insurance from agents will suffice). Those companies, organizations, corporations, or partnerships providing service, materials, or labor must indemnify the School Board (hold and save it harmless from and against any and all actions or causes of action, claims, demands, mechanic's liens, liabilities, loss, damage, expense of whatever kind and nature including attorney fees, whether incurred under retainer or salary or otherwise, which the Clay County School Board/Florida shall or may sustain or incur in connection with any litigation investigation, or expenses incident to the construction of projects under the auspices of an organization, club, or association, that acts on behalf of the School Board, that directly supports a school and is assigned such a scope of duty by the School Board).

4. Organizations Constructing Building or other Projects-Requirements

- a. Approval of club or Organizations as a direct support organization by the School Board.
- b. Club or organization selects or appoints architect, engineer, and/or general contractors.
- c. Plans must be approved by the School Board, departments responsible, and D.O.E., if required.
- d. Financing is available and approved by Business Affairs.
- e. Principal coordinates and administers, but cannot act as general contractor or perform duties outside those approved and assigned by the School Board.
- f. The Board will cover individual volunteers for Worker's Compensation, (medical only), but companies, partnerships, or any corporation or any on-going business that pay their own employee must provide their own Worker's Compensation. Certificate of Insurance is required.
- g. Auto Liability – Certificates of insurance for **all** vehicles driving on campus to project or to support project with services.

- h. General Liability for companies, partnerships, corporation, or on-going business, must be evidenced by certificate of insurance.
- i. **All** contractors or sub-contractors must sign indemnification statement prior to beginning work.
- j. A continuing inventory of materials delivered to the site is imperative. This inventory is necessary since the School Board does not have builder's risk insurance to replace items stolen or damages.
- k. Copies of the "Release from Liens" forms shall be provided to the Insurance Coordinator by the General Contractor to assure all bills and sub-contractors have been paid.
- l. The area surrounding the project shall be secure so that only persons directly involved in the project may enter. Signage should also be posted warning "no trespassing". The area may require fencing.

(Ref. F.S. 1013, State Board Rules and Florida Building Code)

6.30 OPERATION OF SCHOOL FACILITIES

- A. Guidelines shall be developed, maintained and communicated to all Operations staff establishing the standards and expectations of the school system. These guidelines shall be School Board adopted.
- B. The Director of Maintenance and Operations shall be responsible for developing an Employee Operation and Procedure Handbook. This handbook shall be Board approved and shall be provided to each Operation's employee.
- C. Periodic inspection of each educational and ancillary plant, at least once during each fiscal year, shall be performed to determine compliance with the standards of sanitation, casualty and fire safety prescribed in the rules of the State Board of Education and guidelines of the School Board.
- D. Fire safety inspections, of each educational and ancillary plant, must be made by persons certified by the Division of State Fire Marshal.
- E. The School Board shall receive, prior to June 30 of each fiscal year, a complete inspection report of all facilities together with a plan for correcting any identified deficiencies.
- F. If immediate life-threatening deficiencies are noted in any inspection, action shall be taken to promptly correct the deficiency or the educational or ancillary plant shall be withdrawn from use until such time as the deficiency is corrected.

6.50 MAINTENANCE OF SCHOOL FACILITIES

- A. Guidelines shall be developed, maintained and communicated to all Maintenance staff establishing the standards and expectations of the school system. These guidelines shall be School Board approved.
- B. The Director of Maintenance and Operations shall be responsible for developing an Employee Operation and Procedure Handbook. This handbook shall be Board approved and shall be provided to each Maintenance employee.
- C. Periodic inspection of each educational and ancillary plant, at least once during each fiscal year, shall be performed to ensure the maintenance integrity of all facilities.

6.80 TRANSPORTATION OF SCHOOL CHILDREN

- A. Responsibility for Establishing Non-Transportation Zones, Bus Routes and Bus Stops Prior to the Opening of Each School Year:

- 1. The Superintendent or his/her designee shall be responsible for establishing non-transportation zones, specific bus routes, and bus stops; and shall be responsible for amending bus routes and bus stops as necessary during the school year.

(Ref. F.S. 1001.41; 1006)

- B. Objectives of the Transportation Program

- 1. The development of the student transportation program is based on the premise that every child, regardless of where he lives, has the right to an adequate educational opportunity.
 - 2. The primary and basic objective of the Clay County School Transportation System shall be to operate and maintain the school bus fleet in such an efficient manner as to assure safe, economical and adequate transportation to those students who should be furnished this service.
 - 3. The secondary objective shall be to maintain all other county vehicular equipment in such a manner as to keep this equipment at maximum condition and utilization at all times.

(Ref. F.S. 1001.41; 1006.21)

- C. Transportation of students in school district vehicle other than a school bus, driven by an individual that is not a school board employee.

The School Board of Clay County, Florida has entered into a Memorandum of Understanding with Children's Home Society ("CHS") to provide, among other services, student mental health services as part of the Clay Community Partnership School Project. The participating schools are Keystone High School, Wilkinson Junior High School and Orange Park High School. Due to various circumstances, participating students are often

unable to properly avail themselves to medical care and participation in outreach/education enhancement programs; transportation is the issue. This Policy is to provide for the use of district vehicles, commonly known as “the white fleet” by employees of Children’s Home Society who are working with students at schools participating in the Clay Community Partnership School Project. The parameters of such use are set forth herein.

1. Operation and use of district owned vehicles by individuals who are not district employees to transport students shall be for the limited purposes of transporting the student to essential activities/services, those being either to a medical facility or physician’s office for an appointment which is other than emergency care or to participate in off campus outreach/education enhancement programs.
2. The District vehicle utilized for student transport must be a passenger car or multipurpose passenger vehicle or truck, described as defined in 49 C.F.R. Sec. 571.3(b) and must be designed to transport fewer than 10 passengers.
3. All occupants must be transported in designated seating positions and must use the occupant crash protection system (seatbelts) provided by the manufacturer unless the student’s physical condition prohibits such use. In the event that a child aged (5) years or younger is transported, said child(ren) shall be restrained by a child safety restraint (age 3 years or younger), or a seat belt or child restraint device (age 4 or 5 years) in compliance with F.S. 316.614(4)(a) and 316.613(1)(a).
4. The vehicle shall not, under any circumstance, be driven by a student on a public right of way.
5. The non-School Board employee driver must have and maintain a valid Florida driver license.
6. The non-School Board employee driver must comply with, and meet all requirements of, the Clay County school district’s locally adopted safe driver plan, which includes review of driving records for disqualifying violations.
7. Written parental consent to transport students by persons and for purposes described herein must be provided to the school Principal no later than the day before transport is to take place.
8. Arrangements for use of district owned vehicles for purposes set forth herein must be made with the school Principal and/or the Director of Transportation by the CHS employee no later than one business day prior to the day of intended vehicle use. The required form (written or oral) by which the request/notification will be made shall be determined by the Principal and/or the Director of Transportation.
9. Consequences for violating this policy shall include termination of district vehicle use by the individual and may include barring the offending individual(s) from entering upon any clay District school campus.

(Ref. F.S. 1006.22(1)(b) Adopted: 10/01/2020

6.81 RESPONSIBILITIES FOR STUDENT TRANSPORTATION SERVICES

- A. The Director of Transportation is given responsibility for and authority over the system of student transportation throughout the county. In this capacity he/she:
1. Is responsible for carrying out the Transportation Policies of the Board and of implementing the policies and instructions of the Superintendent in such a manner as to provide economical, safe and efficient transportation for students throughout the school system.
 2. Is responsible for the procurement of all vehicles classified as school buses.
 3. Is responsible for the recommendation of selection, training and administration of all transportation employees, bus drivers, bus aides, and clerical personnel.
 4. The Director of Transportation shall prepare a handbook of procedures, which shall be known as the Clay County Transportation Handbook of Operations. The handbook will serve as a guide to amplify, or set forth procedures for implementing and carrying out Board policies. The handbook shall be approved by the School Board.
 5. Is responsible for control scheduling and planning of bus routes.
 6. Is responsible for a daily sanitary inspection of school buses and to make sure that buses are kept clean and in sanitary condition.
 7. Is responsible for scheduling of mechanical inspections of school buses.
 8. Is responsible for reporting needed changes or improvements in school bus transportation, including bus loads, bus repairs, road hazards, route schedules and drivers to the Deputy Superintendent.
 9. To record and report transportation data as required by State Statutes, State Board Regulations and the Board.
- B. Responsibility of the Director of Transportation for Maintenance of Board Owned Vehicles
1. Is responsible for the procurement of all Board owned vehicles.
 2. Is responsible for the maintenance and repair of all Board owned vehicular equipment and all related parts and equipment.
 3. Is responsible for the recommendation of selection, training and administration of all vehicle maintenance personnel.
- C. Responsibility of the Principal for Transportation of Students Attending His/Her School

1. The principal is the chief administrator of the school plant to which he/she is assigned by the Board, and as such, he/she is responsible, in cooperation with the Director of Transportation, for transported children from the time the bus arrives at the bus stop in the morning until the bus leaves the bus stop in the afternoon.
 2. The principal in cooperation with the Director of Transportation shall plan and assign places for students to get on and off and for orderly parking of school buses at the school, which will not necessitate backing of school buses.
 3. In Clay County, bus monitor duty shall be assigned by the principal on the basis of one (1) monitor for ten (10) buses serving his/her school or fraction thereof who shall be on duty at the bus loading and unloading zone. Bus monitors shall make every effort to meet each bus arriving in the morning and assist drivers both morning and evening as needed.
- D. Responsibility of the School Bus Driver for Transportation of Children on His/Her Route
1. It shall be the responsibility of each school bus driver to perform all duties as established under the State Board of Education Regulations and the School Board.
 2. All school buses used shall be operated on the highways in strict compliance with law; and state and county Board of Regulations related thereto with respect to speed limitations and otherwise.
 3. To drive always at a speed of not more than 25 miles per hour on dirt roads or as otherwise posted.
 4. The operator of a school bus shall not use a cellular telephone while actively driving the school bus.
 5. The operator of a school bus shall not unnecessarily idle the school bus while in the vicinity of students.
 6. When transporting students, teachers or chaperones on field and activity trips the operator of a school bus shall instruct all passengers in the locations and proper use of school bus emergency exits prior to each such trip.
 7. Maintenance of Buses:
 - a. To cooperate with the Director of Transportation, mechanics and other personnel in the mechanical maintenance and repair of bus in overcoming hazards, which threaten safety or efficiency of service.
 - b. To report any defect affecting the safety or economy of operation immediately to the Director of Transportation.
 - c. To keep each bus clean and neat at all times, and to sweep out bus twice each day. Clay County bus drivers shall be responsible for washing their bus at least once each fifteen calendar days.

6.82 RELATIONSHIP OF THE SCHOOL BUS DRIVER TO OTHER SCHOOL PERSONNEL

A. Principal

1. The principal is legally responsible for the students from the time they enter the bus until they leave the bus. The principal, by law, Florida Statutes, Chapter 232, is given the authority to delegate to any bus driver such responsibility of the control and direction of the students as he may consider desirable, subject to rules and regulations of the State Board of Education and the Board.
2. The bus driver, while transporting students, is under the supervision of the principal. In matters, which do not involve students, the bus drivers are under the supervision of the Director of Transportation.
3. The bus driver is required to assume such authority for the control of the students as is delegated to him/her by the principal and to report to the principal any student who persists in disorderly conduct.
4. In order for discipline to be effective there must be close cooperation between both the driver and the principal. Any difficulties in obtaining cooperation should be reported to the Director of Transportation, who shall report to the Assistant Superintendent of Support Services.

B. Teachers

1. Teachers shall not exercise authority over bus drivers. Difficulties experienced by teachers with bus drivers or by bus drivers with teachers shall be reported to the principal.

C. Students

1. The bus driver is a part of the student's daily life and through his/her close association with them has a decided influence upon their actions. The bus driver is responsible for the safety of the children on his/her bus and should be constantly on the alert for anything that would endanger their safety.
2. The driver assumes responsibility for the discipline of students as delegated by the principal. He/She may not:
 - a. Administer corporal punishment.
 - b. Suspend a child from riding a bus.

- c. Let a child off the bus at any stop other than the assigned stop except upon written permission of the principal, or his/her designee.
- d. Permit a child to ride a bus to which he/she is not assigned, except with written permission of the principal.

D. General Public

1. School buses, by their nature and legal status, are very noticeable upon the highways of the county and the state. The appearance of the buses, conduct of the students, and the courtesy and caution of the driver have a very distinct effect upon the attitude of the general public toward the school system. Very often this is the only basis, which the citizen has for evaluating education within the county, and a bus driver who performs his/her work in an efficient, careful and courteous manner is a valuable asset to the school program.

(Ref. F.S. 1003.32; 1006.09; 1006.10)

6.83 EXTRA-CURRICULAR USE OF SCHOOL BUSES

The use of school buses for special trips or extracurricular use shall be in accordance with the following:

- A. Transportation may be provided for the following types of activities or functions, if conducted as a part of the regularly organized programs of the school and under the supervision of an instructor or administrator of the school. Extracurricular trips shall not be more than 125 miles one way except in special cases approved in advance by the Superintendent.
 1. Regularly scheduled athletic events;
 2. Band trips;
 3. Field trips to broaden learning experience in connection with regularly organized class work, if approved by the Superintendent.
- B. The driver of the extra-curricular trip shall see that the bus is checked before the trip, and the trip form is completed and returned to the Transportation Office, the first work day following the trip.
- C. All school buses used for extra-curricular activities and field trips shall be operated on the highways in strict compliance with law; and, state and county Board regulations related thereto with respect to speed limitations and otherwise.
- D. Application for the use of buses for school activities; other than the above, must be presented to the Board by the Superintendent. Under no circumstances may buses be used for non-school functions for in or out-of-county trips.

- E. Regularly qualified school bus drivers and other personnel who are qualified and approved by the Superintendent and Director of Transportation shall be used for the operation of school buses at all times.
- F. Personnel desiring the use of school buses for extra-curricular trips, when in accordance with the above provisions, shall make application in writing through the school principal to reach Transportation at least ten (10) days in advance.
 - 1. Each request shall include information concerning the purpose of the trip, date, scheduled time of departure and return, approximate number of students to be transported, account to be billed to (cost center, fund, function and object), and the number of school teachers accompanying the students as chaperons, coaches or sponsors. (NOTE: The school shall assign at least one teacher to each bus, who shall be responsible for discipline and insuring the bus rules are obeyed.)
 - 2. It shall be the duty of the driver and Director of Transportation to see that buses are in proper condition and that flares and other special equipment are provided when needed for night operation.
 - 3. Passengers on buses used for extra-curricular trips shall be limited to students participating in the activity, teachers and other county employees supervising such activities.
- G. It shall be the responsibility of the driver to clean the bus after each extra-curricular trip.
- H. Luggage, band instruments, ice boxes, or any other material will not be placed in the aisle or the entrance door of the bus.
- I. Large boxes, packages or band instruments must be secured so that a sudden stop will not cause the package to move.
- J. If the school bus drivers and extra-curricular trips are scheduled to return after the regular school dismissal, the bus cannot be used to make a special bus run to return students to their homes.

(Ref. F.S. 1006.22)

6.84 PLANNING, SCHEDULING AND OPERATING BUS ROUTES

- A. The safety and health of all students shall be the primary requirements in the operation of the transportation program. Bus routes, so far as practicable, shall be planned so that no student shall be on a bus more than one (1) hour during the morning or evening, and so that no more than one hour and a half (1-1/2) will elapse between the time students board the bus and the time school begins, or between the time school closes and they leave the bus in the afternoon. Proposed routes should be arranged insofar as possible, so as to be free of major hazards.
- B. Damage to transportation equipment resulting from misconduct of students, or any other measure, shall be reported immediately to the principal and to the Director of

Transportation. All damages incurred by a student must be paid for by the student or his parents.

- C. Bus students will be discharged only at their assigned stops except upon direction of the school principal, or his/her designee. Such direction shall be in the form of written authorization when an alternate drop-off point is approved. (This is for emergencies only).
- D. Non-bus students will not be permitted to ride scheduled buses except with emergency permission for periods of short duration approved by the principal or by permission of the Superintendent.
- E. It shall be the responsibility of the principal and the Director of Transportation to plan and carry out a traffic safety plan on campus.
- F. Requests for changes in bus routes shall be made directly to the Director of Transportation. (Such requests shall be in writing and shall set forth recommendations and justification for such changes.)
- G. Establishing or Altering Bus Routes

The following principles shall be followed in establishing or altering bus routes:

1. Each route shall be planned and adjusted as nearly as possible to the capacity of the bus.
2. A spur route will only be considered when the following conditions are present:
 - a. Students living more than 1-1/2 miles from a regular stop for a particular bus are too numerous to be transported in one passenger car (more than six students), and there is a satisfactory turn-around, or road to return the bus to the original route.
 - b. A student that is physically or mentally handicapped, the requirements set forth in 1006 Florida Statutes and State Board of Education Regulations 6A-3.121 shall apply in classifying or transporting handicapped students.
3. A route shall not be extended to serve students whose homes are within reasonable walking distance of a shorter or more economical route.
4. The road must be in safe and satisfactory condition for the operation of a bus of the type and size used in the area.
5. Where it is necessary for a bus to turn around, a suitable turning area must be available.
6. Students living less than one and one-half (1.5) miles for elementary, and two (2) miles for secondary, from the school they attend shall not be transported unless

they can be accommodated on a regularly established route without overcrowding the bus.

- a. Students in elementary grades who live less than 1.5 miles from the school which they attend shall not be transported on a district school bus unless, at the discretion of the school principal, they can be accommodated as a courtesy rider on a regularly established route without adding a bus stop or overcrowding the bus. For purposes of this subsection the distance between the students home and the school shall be measured from the closest entry point of the property where the student resides (that being the closest point to the school where the private property on which the residence is located meets the public right-of-way) to the closest pedestrian entry point of the assigned school property. This property line to property line measurement shall be made by district personnel, using measuring devices approved by the district Director of Transportation, along the route determined by district personnel to be the shortest non hazardous pedestrian route, regardless of whether or not said route is accessible to motor vehicle traffic.
 - b. Students in secondary grades who live less than 2.0 miles from the school which they attend shall not be transported on a district school bus unless, at the discretion of the school principal, they can be accommodated as a courtesy rider on a regularly established route without adding a bus stop or overcrowding the bus. This Board recognizes that secondary schools in this district are made up of numerous buildings scattered over the entire school campus, any of which may be the building to which a student is “assigned”. Additionally, each secondary school campus has numerous established entry points which may be used by students to gain access to the school campus and which will be at different distances from each of the potentially assigned buildings. For points of measurement, no definitional guidance is provided by state rules and various interpretations have been proffered by the FDOE. Accordingly, and based upon the forgoing, for purposes of this subsection the distance between the students home and the school shall be measured from the closest entry point of the property where the student resides (that being the closest point to the school where the private property on which the residence is located meets the public right-of-way) to the closest established pedestrian entry point of the assigned school property. This property line to property line measurement shall be made by district personnel, using measuring devices approved by the district Director of Transportation, along the route determined by district personnel to be the shortest non hazardous pedestrian route, regardless of whether or not said route is accessible to motor vehicle traffic.
7. Pre-kindergarten students, other than those within the Exceptional Student Education Program, shall be transported to and from school regardless of distance.
 8. Student loading stops shall be at least .2 miles (1,056 feet) apart.
 9. Transportation routes shall not be altered to accommodate students moving from the attendance area of one school to the attendance area of another.

10. School opening times may be staggered, when necessary, to permit more economical bus routing.
11. Buses will not be required to make special spurs on rainy days.
12. Students should be at the bus stop five (5) minutes before the usual arrival time of the bus. Bus drivers cannot wait on students and still maintain their schedule.

(Ref. F.S. 1006.22)(Amended: 09/18/03, 11/20/07)

6.85 HAZARDOUS WALKING CONDITIONS

A. To qualify for bus service from within the school walk zone, students must be exposed to hazardous walking conditions as defined below. Traffic volumes will be based on counts during the time students walk to and from school from appropriate governmental entities or the district. The appropriate walk path shall be determined by the School District as per School Board Policy 6.84(G)(6a. and b.).

1. Walkways parallel to roadway (Grades PK-6):

It shall be considered a hazardous walking condition with respect to any road along which students must walk in order to walk to and from school, if there is not a walkway at least four (4) feet wide adjacent to the road, having a surface upon which students may walk without being required to walk on the road surface. In addition, whenever the road along which students must walk in order to walk to and from school is uncurbed and has a posted speed limit of between 30 to 55 miles per hour, the four (4) foot wide walkway must be set off the road by no less than three (3) feet from the edge of the road. Further, whenever the road along which students must walk in order to walk to and from school is uncurbed and has a posted speed limit greater than 55 miles per hour, the four (4) foot wide walkway must be set off the road by no less than five (5) feet from the edge of the road. The walkway may be less than the three (3) foot and five (5) foot requirement if a barrier is placed between the edge of road and the walkway designed to deflect traffic away from the walkway.

a. The provisions above shall not apply when the road along which student must walk:

- 1) Is in a residential area which has little to no transient traffic, or;
- 2) Is a road on which the total volume of traffic is less than 180 vehicles per hour (all directions), or;
- 3) Is located in a residential area and has a posted speed limit of 30 miles per hour or less.

2. Walkways perpendicular to the roadway (Grades PK-6):

It shall be considered a hazardous walking condition with respect to any road across which student must walk in order to walk to and from school:

- a. If the crossing is made at an intersection and the traffic volume on the road exceeds the rate of 360 vehicles per hour, per direction (including all lanes), during the time students walk to and from school and if the crossing site is uncontrolled. For purposes of this subsection, an “uncontrolled crossing site” is an intersection or other designated crossing site where no stop sign, traffic control signal, crossing guard or traffic enforcement officer is present during the times students walk to and from school.
 - b. If the crossing is made at an intersection and the total traffic volume on the road exceeds 3,000 vehicles per hour through an intersection or other crossing site controlled by a stop sign or other traffic control signal, unless crossing guards or other traffic enforcement officers are also present during the times students walk to and from school. Traffic volume shall be determined by the most current traffic engineering study conducted by a state, local government agency or the School District.
 - c. All crossings on US Highway 17 south of Doctors Lake Bridge and north of Black Creek Bridge if the crossing site is not controlled by both a traffic control signal and a crossing guard or traffic enforcement officer.
3. Walkways perpendicular to the roadway (Grades 7-12):

It shall be considered a hazardous walking condition with respect to the following roads across which students must walk in order to walk to and from school:

- a. All crossings on US Highway 17 south of Doctors Lake Bridge and north of Black Creek Bridge if the crossing site is not controlled by both a traffic control signal and a crossing guard or traffic enforcement officer.
 - b. All crossings on State Road 21 from the Northern Clay County line to County Road 215, south of Middleburg, if the crossing site is not controlled by both a traffic control signal and a crossing guard or traffic enforcement officer.
4. Additional Walking Path Hazards (Grades PK-6):

It shall be considered a hazardous walking condition with respect to any walking path along which students must walk in order to walk to and from school if the roadway or crossing involves any of the following characteristics:

- a. Visibility in all directions of traffic on roadways having a posted speed of more than 30 miles per hour from the walkway must be reasonably clear for a distance of 500 feet.
- b. Crossing six (6) traffic lanes or more, not including the turn lanes.

(Amended: 09/18/03, 08/21/08)

6.86 SUBSTITUTE AND EXTRA-CURRICULAR BUS DRIVERS

- A. A substitute teacher must have a valid State of Florida Chauffeur’s License (NEEDS CDL) and have been approved by the Director of Transportation. Substitutes can drive up to two (2) weeks without obtaining a State Department of Education School Bus Drivers License provided they only drive in cases of emergency. An extracurricular bus driver must have both a valid State of Florida Chauffeur’s License (NEEDS CDL) and the State Department of Education License and have been approved by the Director of Transportation.

(Ref. F.S. 230.23(5))

6.87 STUDENT ACCOUNTING FOR TRANSPORTED STUDENTS

- A. All student accounts will be in accordance with state and current State Board Education Regulations.

6.88 STUDENT DISCIPLINE REPORTING

- A. All student discipline problems, which cannot be handled by the driver, shall be reported to the school principal.

(Ref. F.S. 1003.31; 1006.09)

6.89 LEGAL SPEED FOR SCHOOL BUSES

- A. The maximum legal speed for school buses is the posted speed limit, except dirt roads, which are 25 miles per hour.

6.90 POLICIES GOVERNING VEHICLES OTHER THAN SCHOOL BUSES

- A. Objective and Purpose of Vehicles

- 1. Miscellaneous vehicles are considered to be essential in supporting the total education program of Clay County Schools. Vehicles within the scope of this concept are not limited to over the road trucks and automobiles, but may include off the road self-propelled equipment. Driver Training Vehicles are not included in these Transportation policies.

- B. Responsibilities

- 1. The Director of Transportation shall exercise overall administrative control over motor vehicle maintenance, assignments to departments, procurement, disposal of non-serviceable vehicle and vehicle records.

2. Department heads having vehicles assigned to their department shall insure that employees have knowledge of and comply with Board policies and other instructions for maintenance, servicing and keeping records concerning vehicles. Departments shall consult with the Director of Transportation on means of improving vehicle serviceability and any additional vehicle needs or vehicles in excess of daily needs.

C. Assignment of Vehicles

1. The Director of Transportation will assign vehicles (except buses) on a full time basis to schools or departments only when there is a daily need. All other vehicles shall be held in a pool status by the Transportation Department for check out on a single trip basis as needed. Vehicles are not to be assigned to a school on a full time basis except by approval of the School Board.

D. Use of Board Owned Vehicles

1. Vehicles owned by the Clay County School Board shall be used only for official school business. No employee of the Board shall use any School Board vehicle for their own personal use unless such use is expressly approved by the appropriate department head or principal. All vehicles (other than buses), when not in use during normal working hours, shall be parked at the appropriate vehicle compound as assigned or on the school campus where assigned. The Superintendent may recommend to the Board that certain designated employees be authorized to keep School Board vehicles at their home during off duty hours for use in emergency situations.

E. Maintenance of Vehicles

1. The maintenance and upkeep of vehicles shall be the joint responsibility of the department head, the driver and the Transportation Department. The Transportation Department shall establish procedures for periodic and daily servicing of vehicles. The overall objective of which is to provide safe economical transportation for the Board needs. Normally, each vehicle, other than school buses, will be given a thorough safety inspection and serviced every ninety (90) days or 4,000 miles, whichever occurs first, by the Transportation Department.

F. Drivers' Qualifications and Responsibilities

1. Only those persons who are employees of the School Board shall drive School Board owned or leased vehicles. Drivers must have possession of a current Florida Drivers License, or such license as required by law.

G. Accidents

1. Drivers of Board owned vehicles, when involved in a motor vehicle accident, shall comply with such laws for reporting accidents and actions to be taken as may be prescribed by law. Additionally, the driver shall immediately notify his supervisor and the Transportation Department and shall not move the vehicle until instructed to

do so by a law enforcement officer or authorization from the Transportation Department.

H. Field Trips Utilizing Privately Owned Vehicles

1. Privately owned vehicles operated by Board employees or lay citizens may be utilized for field trips for small groups of students when the use of school buses may not be practical or when school buses are not available. The principal shall authorize the employee(s) or the lay citizen(s) in writing to take students in private automobiles providing the vehicle is covered by liability insurance. The owner(s) of the vehicles shall be informed in writing of the facts regarding the owner's liability as it relates to the School Board's liability. Use of Form MIS 12824 is mandatory.

(Ref. F.S. 1001.41)

I. Safety Belts

1. The driver and front seat passengers of all district-owned motor vehicles shall wear seat belts at all times when the vehicle is in motion. The driver and front seat passengers of all other vehicles on Clay County School Board property, on School Board business, or participating in school-sponsored activities shall wear seat belts at all times the vehicle is in motion.
2. This policy shall only apply to vehicles which are supplied/equipped by the manufacturer with seat belts and only to the front seat passengers for whom a seat belt is installed by the manufacturer.

(Ref. F.S. 1001.41; 316.003; 316.614; 571.208)



December 12, 2024 Regular School Board Meeting

Title

D8 - Public Hearing to Approve as Advertised Attendance Boundary Realignment for Oakleaf Junior High, Lake Asbury Junior High and Wilkinson Junior High Schools

Description

The Oakleaf Junior High and Lake Asbury Junior High areas are experiencing rapid growth. The elementary schools that feed into these junior high schools are approaching capacity limits. Active and planned developments are and will bring more students to the elementary schools requiring the need to adjust these junior high boundaries in conjunction with program changes at the elementary level and junior high level to accommodate the expected growth. This item is to approve as advertised revisions to the Oakleaf Junior High, Lake Asbury Junior High, and Wilkinson Junior High Schools' attendance area boundaries to enable the move of 6th grade students from the feeder elementary schools to Oakleaf Junior High and Lake Asbury Junior High. The elementary schools that feed Oakleaf Junior High are Discovery Oaks Elementary, Oakleaf Village Elementary, and Plantation Oaks Elementary. The elementary schools that feed Lake Asbury Junior High are Coppergate Elementary, Doctors Inlet Elementary, Lake Asbury Elementary, Middleburg Elementary, Rideout Elementary, and Shadowlawn Elementary. In addition, to best accommodate this grade shift, the boundaries of Wilkinson Junior High will have to be changed as well. This change will go into effect for the 2025-2026 school year.

Boundary Description:

Oakleaf Junior High

- North of Blanding Boulevard and North of the Wilkinson Junior High boundary to State Road 23
- West of the current Orange Park High School boundary
- South of the Duval County Line
- East of the Northeastern Wilkinson Junior High boundary and State Road 23

Lake Asbury Junior High

- East of Knight Boxx Rd to County Road 220
- South and east of the Current Lakeside Junior High boundary
- West and Northwest of the current Green Cove Junior High boundary
- North of the current Keystone Heights Junior High boundary
- East of the Current Wilkinson Junior High boundary, to and along State Road 21 to Knight Boxx Rd.

Wilkinson Junior High

- Northwest of the current Lake Asbury Junior High boundary to State Road 23
- West of State Road 23 to the current Oakleaf Junior High boundary west of State Road 23
- South and Southeast of the current Oakleaf Junior High boundary and Duval County Line
- East of the Bradford County Line

Gap Analysis

No action would result in the risk of overcrowding at the noted elementary schools.

Previous Outcomes

The School Board has approved several school attendance boundary changes in the past.

Expected Outcomes

It is expected the School Board will approve as advertised proposed revisions to attendance boundaries as outlined.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve as advertised attendance boundary changes for Oakleaf Junior High School, Lake Asbury Junior High School, and Wilkinson Junior High School.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director of Facility Planning & Construction, (904) 336-6852, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

- ☉ [PUBLIC NOTICE FOR OLJ LAJ AND WJH BOUNDARY CHANGES](#)
- ☉ [Maps OLJ and LAJ and WJH Boundary Changes](#)

DRAFT

PUBLIC NOTICE FOR ATTENDANCE BOUNDARY REVISIONS FOR:

OAKLEAF, LAKE ASBURY AND, WILKINSON JUNIOR HIGH SCHOOLS

The School Board of Clay County is considering revisions to the attendance boundaries of the above listed schools to be effective at the start of the 2025-26 School Year.

The proposed attendance boundary realignment for the above listed schools is necessary to more effectively utilize existing facilities, services, and neighborhood design to address current and future residential development, planned and now, under construction in the Lake Asbury and Oakleaf Junior High School boundaries.

The recommended realignment will impact the attendance boundaries and/or school assignments of **all or a portion** of School Year 2025-26 6th graders (rising 5th graders) at the elementary schools within the boundaries of these junior high schools.

Oakleaf Junior High

- Discovery Oaks Elementary
- Oakleaf Village Elementary
- Plantation Oaks Elementary

Lake Asbury Junior High

- Coppergate Elementary
- Doctors Inlet Elementary
- Lake Asbury Elementary
- Middleburg Elementary
- Rideout Elementary
- Shadowlawn Elementary

Wilkinson Junior High

- Tynes Elementary

The recommended realignment will also impact the attendance boundaries and/or school assignment of a portion of School Year 2025-26 7th and 8th graders (rising 6th and 7th graders) at Wilkinson Junior High School and Lakeside Junior High School.

Public informational sessions will be held at both Lake Asbury Junior High School and Oakleaf Junior High School for their respective boundary change at the following times and locations:

November 18, 2024 at 5:30 p.m.
Lake Asbury Junior High School
2851 Sandridge Road
Green Cove Springs, FL 32043

and

November 20, 2024 at 5:30 p.m.
Oakleaf Junior High School
4085 Plantation Oaks Boulevard
Orange Park, FL 32065

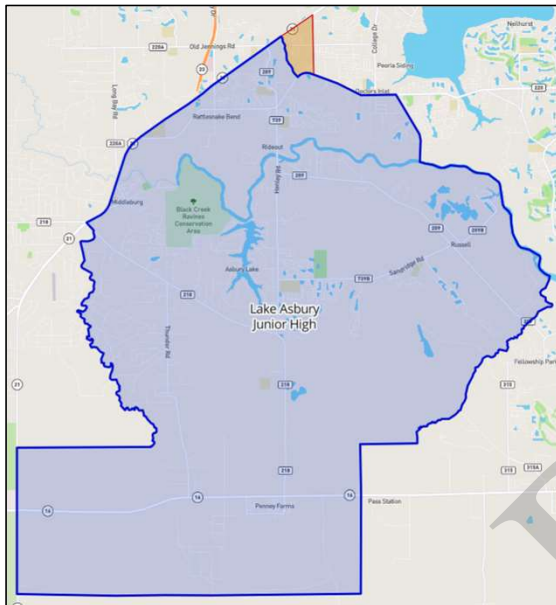
A public hearing will be scheduled on this topic on Thursday December 12, 2024, at 6:00 p.m. in the Teacher Training Center at Fleming Island High School, 2233 Village Square Parkway, Fleming Island, Florida.

Maps may be viewed on the Clay County District Schools' website, www.oneclay.net under the School Board Meeting Links, School Board Agendas – October 29, 2024 School Board Workshop. For additional information, please contact Paul Bement, Supervisor of Planning & Intergovernmental Relations, (904) 336-6829, paul.bement@myoneclay.net.

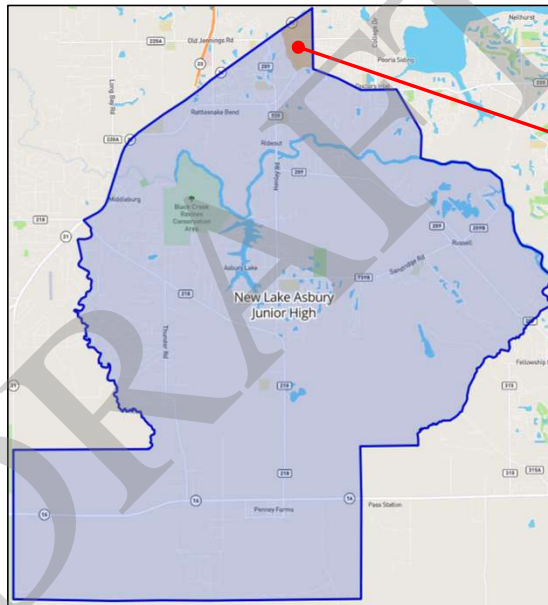
DRAFT

Boundary Change for Lake Asbury Junior High

Before Boundary Change

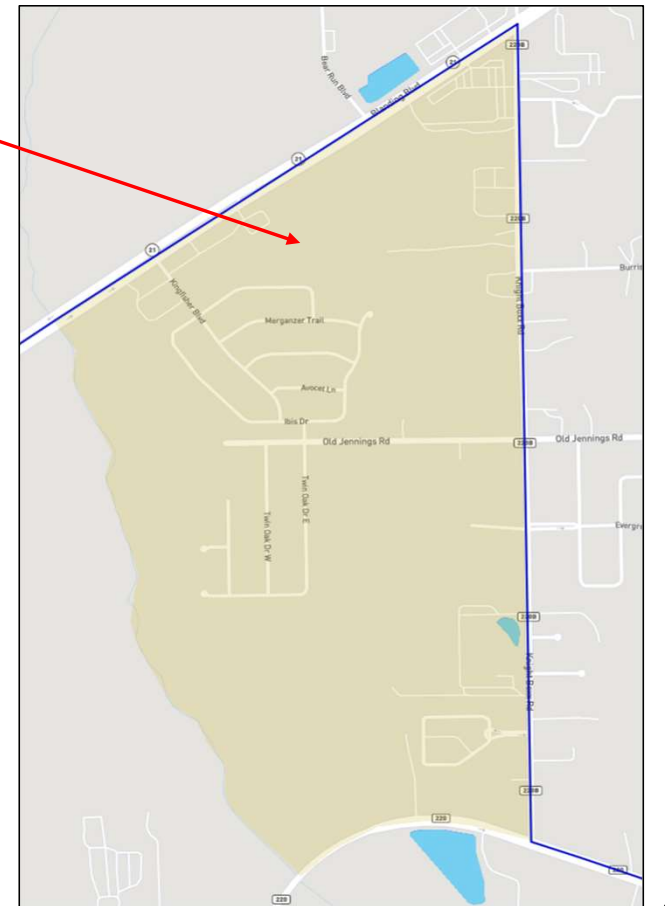


After Boundary Change



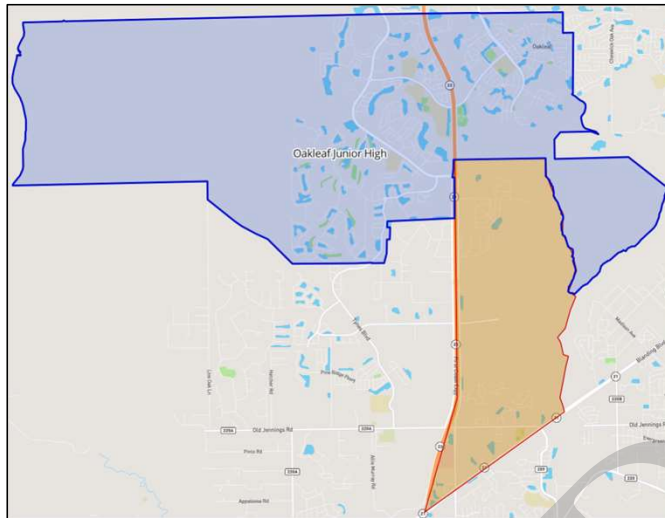
Neighborhoods To LAJ:

- Boxxwood
- Jennings Court
- Waterview Ridge

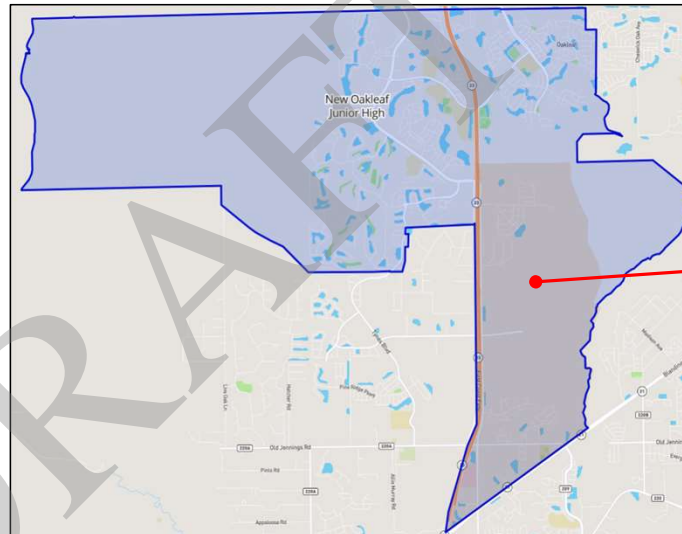


Boundary Change for Oakleaf Junior High

Before Boundary Change

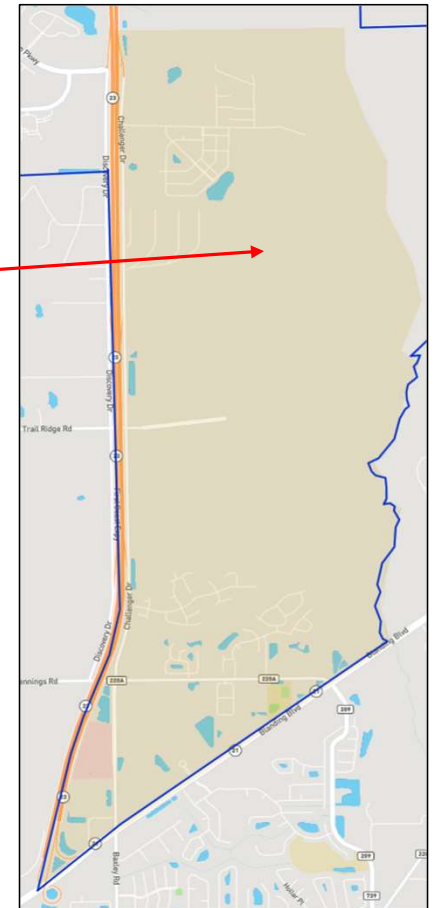


After Boundary Change



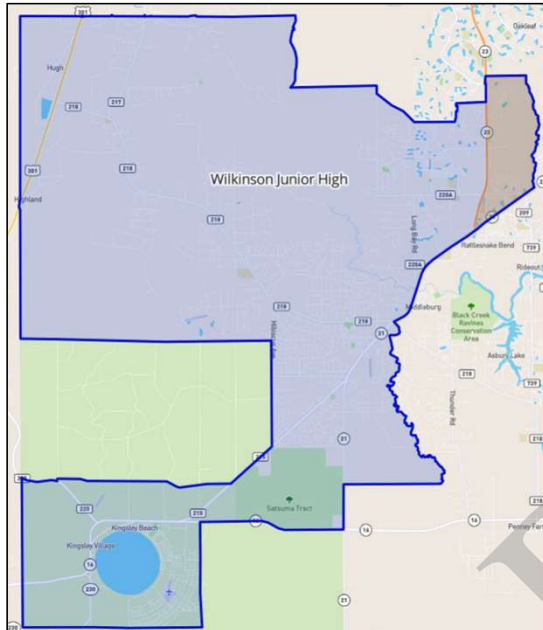
Neighborhoods To OLJ:

- Brannan Mill Plantation
- Brannan Oaks Estates
- Kindewood
- Summerbrook
- Whisper Creek

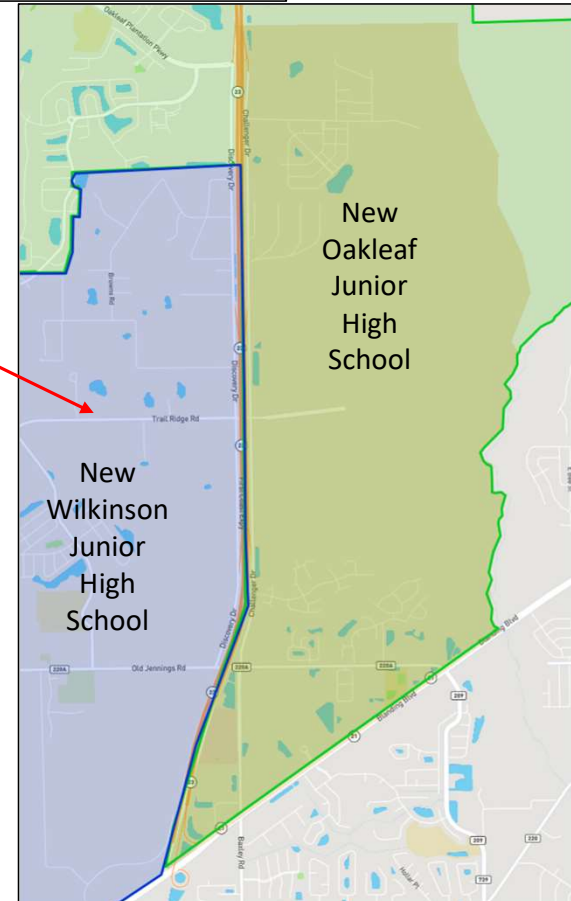
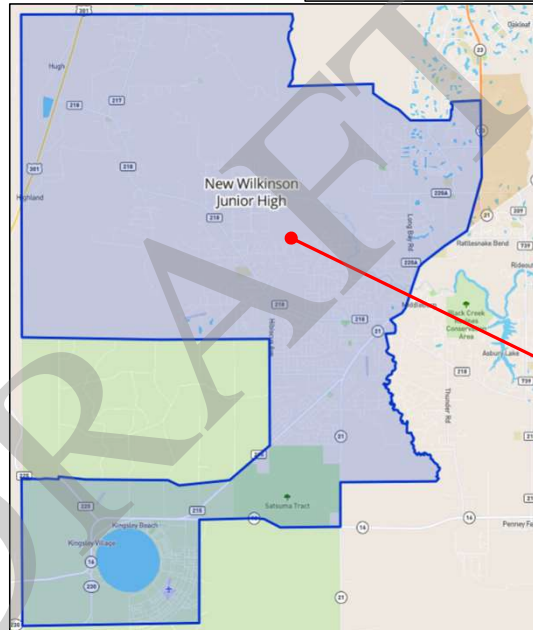


Boundary Change for Wilkinson Junior High

Before Boundary Change



After Boundary Change



Neighborhoods To OLJ:

- Brannan Mill Plantation
- Brannan Oaks Estates
- Kindlewood
- Summerbrook
- Whisper Creek

December 12, 2024 Regular School Board Meeting

Title

C1 - Minutes of School Board Workshop on October 29, 2024; Student Hearings and Regular Meeting on November 7, 2024

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

Financial Impact

None

Review Comments

Attachments

- 📎 [2024 Oct 29 Workshop.pdf](#)
- 📎 [2024 Nov 7 Student Hearings.pdf \(Confidential\)](#)
- 📎 [2024 Nov 7 Regular Mtg.pdf](#)



School Board of Clay County

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

October 29, 2024 - School Board Workshop

Date: Oct 29 2024 (9:00 a.m.)

Invocation (Mary Bolla)

Call to Order (Present: Erin Skipper, District 1; Mary Bolla, District 2; Beth Clark, District 3, Michele Hanson, District 4; and Superintendent David S. Broskie. Not Present: Ashley Gilhousen, District 5.)

Workshop Items

[1. Review Draft Agenda for Regular School Board Meeting on November 7, 2024](#)

[November-7-2024-regular-school-board-meeting_agenda_packet.pdf](#)

Minutes:

Superintendent Broskie noted Item C2 Independent Contractor Services Agreement between School Board of Clay County, Florida and RSM US LLP for Internal Auditing Services, and he indicated that an item would be added to the agenda for the advertising of the consensus reached on Option C of the Growth Presentation. He further invited the board members to contact him directly with any questions or requests for additional information on any items.

[2. RSM US LLP Presentation](#)

[RSM US LLP Presentation 10292024 \(3\).pdf](#)

Minutes:

Clara Ewing, Managing Director, and Matthew Blondell, Director of RSM, shared the attached visual presentation discussing internal auditing services their firm can provide under Florida Statute 1001.42(12)(l) to include ongoing financial verification of the district's financial records, a comprehensive risk assessment of all areas of the school system every five years, and other audits and reviews as the Board directs. RSM would work to assess needs, identify and prioritize risk, develop an internal audit plan, understand and assess processes, test compliance, perform data analysis, analyze causes, evaluate results, and recommend remedies for improvement.

Board member discussion included managing established timelines, collaboration practices, and the inclusion of statute and policies, when applicable, to identify any gaps or specific revisions that may be needed.

Jeremiah Blockier, School Board Attorney, reviewed the draft Internal Audit Committee Guidelines and the Audit Committee Application. Based on qualified applicant availability, the proposed guidelines will be revised to allow the board members discretion to appoint an Audit Committee Member outside of that board member's district. Mr. Blocker will also research the need for a committee member to complete a Financial Disclosure form.

The board reached a consensus to move forward with the application process following the approval of RSM's contract on the November 7th agenda.

[3. Volunteers Presentation](#)

[Volunteers Presentation.pdf](#)

Minutes:

Karen McMillan, Coordinator of Family and Community Engagement, and Paula Summers, Family and Community Engagement Specialist, shared the attached visual presentation re visiting and volunteering with Clay County District Schools. Levels of access

were discussed as well as associated requirements. The registration process and volunteering policy were shared. Additional information is available in the CCDS Volunteer Handbook.

Mr. Broskie pointed out that this policy is part of the board's initiatives outlined in the Strategic Plan.

Mrs. Clark noted that greater parent involvement equals greater student success and indicated that addressing the affordability of fingerprinting could occur on a 1:1 basis. Mrs. McMillan advised that schools and programs are making site-based decisions as necessary.

Mrs. Skipper indicated the importance of this program to her and shared that she has been receiving positive feedback from parents who appreciate this added safety layer.

[4. Discussion of 2025 Legislative Priorities](#)

Minutes:

Superintendent Broskie provided the draft 2025 Legislative Priorities for board input.

Mrs. Hanson shared some details based on conversations at a recent FSBA board meeting that included half-day and full-day VPK programs, funding, and the new bus schedule considerations which should include surveying parents. Hurricane relief was also a recommended priority for districts that sustained major damage. Under administrative efficiency, FSBA recommended requesting an increase to student funding and empowering districts to initiate conversations re absences after ten total absences of any kind vs ten unexcused absences.

Mrs. Clark proposed verbiage that would "increase" rather than "continue" funding for school safety infrastructure enhancements and would like stronger language associated with portable reduction.

Mrs. Hanson discussed funding for PreK, Adult Education and Virtual Education, and Mrs. Clark would like to include funding for PreK, which Mr. Broskie suggested could be added as a request for additional programs to enhance student readiness.

The initiative to maintain and increase unrestricted funding of the Teacher Salary Increase Allocation will be further defined by verbiage that will specifically include experienced, veteran teachers.

Kelly Watt, Chief of Staff, will make proposed revisions and re-send to the board for consideration.

[5. Aaron Feis Guardian Program Information](#)

[Guardian Education Program.pdf](#)

Minutes:

Matt Boyack, Director of Safety and Security, shared the attached visual presentation re the Chris Hixon, Coach Aaron Feis, and Coach Scott Geigel Guardian Program. The inception of the guardian program was discussed as well as the program's fulfillment of requirements set forth in Florida Statute 30.15. Training, screening, and certification requirements were also outlined.

Board member discussion included confirmation that this program is currently deployed and the need to consider expenses for salary, equipment repairs, liability insurance, and training.

[6. Growth Management Options - Oakleaf and Lake Asbury](#)

[Growth Management Presentation.pdf](#)

Minutes:

Paul Bement, Supervisor of Planning, shared the attached presentation to outline and discuss options for growth management in the Oakleaf and Lake Asbury areas. Presentation objectives were as follows:

- Growth and Growth Management
- Address / Balance School Capacities
- Relieve Near or Over Capacity Schools
- Simplify Transportation Routes
- Portable Reduction
- Fiscal Responsibility
- Timeline

The benefits and challenges of three (3) options were outlined. Heather Teto, Chief of Elementary Education, discussed the instructional benefits to students of Option C, which involves redistricting the high-growth areas -

- Growth management
- Cost savings
- Curriculum Variety

- Acceleration Options
- Curriculum alignment
- Development of Independence
- Increased Access to Programs and Extracurricular Activities - athletics, band, chorus, art, clubs
- Longer Investment Period - afforded by a three-year timeframe in junior high
- Resource Allocation
- Impact on Current Elementary Programs
- Administrative Readiness

Option C would utilize the 32-classroom wings currently being constructed at Lake Asbury Junior High and Oakleaf Junior High to provide capacity for having 6th-grade students at specific elementary schools attend their respective junior high school one year earlier. This option is estimated to eliminate 85 portables and is a current model in 65 of the 67 Florida counties.

Benefits and disadvantages of all options were thoroughly considered by the board.

Mrs. Hanson discussed the readiness (maturity) of 6th graders, potential for increased seamlessness in curriculum gaps due to vertical alignment, and the potential for resource teachers to possibly increase their time with students, generating additional planning time for teachers. Mrs. Skipper noted that parents of younger students may view this as a safer option and that this is likely the best option for now, although high numbers at Lake Asbury should continue to be examined. Bryce Ellis, Assistant Superintendent of Operations, noted the need to maximize the use of current facilities prior to building new schools. Mrs. Hanson would like the utilization of unused, available portables to be considered over utilizing closets as learning spaces. Mrs. Bolla noted her involvement in prior expansions, noting that each school is unique and all parties worked closely together to make successful transitions.

Mr. Broskie noted that an item would be added to the agenda for advertising the option selected by the board. This would be followed by hosting information sessions for parents and guardians to discuss the transition, share information, and answer questions. Additional feedback will also be obtained through surveys and forums to ensure parents and students participate in this process. A final vote on this matter will be held at the December board meeting.

[7. *Safety and Security Quarterly Update \(closed to public\)*](#)

Minutes:

This item was addressed following the conclusion of all other items and comments, following a recess, from 12:37 p.m. - 1:12 p.m. **This portion of the meeting was closed to the public (1:12 p.m. - 1:46 p.m.)** for Matthew Boyack, Director of Safety and Security, to present a safety and security quarterly update to the Board. Per section 1001.212(13)(c), Florida Statutes, Office of Safe Schools (OSS), the requirement to provide quarterly reports in a public meeting shall be met during the November 7, 2024 regular board meeting.

Questions from the Audience (None)

Superintendent Comments

[8. Superintendent Comments](#)

Minutes:

Superintendent Broskie provided the board an update on wireless communication devices, reviewing the current policy, how students are being educated on this policy, and student violations of the policy. He also noted participation in 21 school improvement walks, completed instructional observations, the naming of Clay as a high-performing district, and the Principal of the Year and Assistant Principal of the Year named for 2024/2025.

Discussion with board members yielded that the December meeting will be held on December 12th and the workshop for that meeting will be held on December 2nd.

School Board Attorney Comments (None)

School Board Comments

[9. School Board Member Comments](#)

Minutes:

Mrs. Bolla referenced the CESP contract on the consent agenda and noted current and previous considerations given to a variety of secretaries and bookkeepers. She would like to encourage thought be given to compensation for the elementary school principal secretaries because they perform job duties that include being both a principal secretary and a bookkeeper.

Adjournment (1:46 p.m.)

DRAFT



School Board of Clay County

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

November 7, 2024 - Regular School Board Meeting

Date: Nov 07 2024 (6:00 p.m.)

Student Showcase (Ridgeview Elementary School Cougar Sound, Mrs. Williams, Music teacher)

Invocation (Pastor Faith Parry, Fleming Island United Methodist Church)

Pledge of Allegiance

Call to Order (Present: Erin Skipper, District 1; Mary Bolla, District 2, Beth Clark, District 3; Michele Hanson, District 4; Ashley Gilhousen, District 5; Superintendent David Broskie)

Recognitions and Awards

1. Recognition of the 2024-2025 Clay County Principal of the Year

Minutes:

Superintendent Broskie recognized Sarah Brennan, Tynes Elementary School, as Clay County's Principal of the Year.

2. Recognition of the 2024-2025 Clay County Assistant Principal of the Year

Minutes:

Superintendent Broskie recognized Christina Thompson, Oakleaf High School, as Clay County's Assistant Principal of the Year.

3. Recognition of the 2023-2024 Schools of Excellence

[2024 Schools of Excellence.pdf](#)

Minutes:

Superintendent Broskie shared the attached visual presentation recognizing the following Clay County schools designated by the Florida Department of Education as 2023-2024 Schools of Excellence:

- Orange Park Elementary
- Keystone Heights Elementary
- Lake Asbury Elementary
- Robert M. Paterson Elementary
- Fleming Island Elementary
- Thunderbolt Elementary
- Shadowlawn Elementary
- Discovery Oaks Elementary
- Green Cove Springs Junior High
- Lakeside Junior High
- Fleming Island High

Presenters

4. Safety and Security Quarterly Report

Minutes:

Matthew Boyack, Director of Safety and Security, per Florida Statute 1001.212(13)(c), provided the required quarterly report required by the Office of Safe Schools (OSS). Mr. Boyack reported that, as of October 1, 2024 (the end of quarter 1), Clay County District schools had four (4) schools inspected or reinspected by the FLDOE Office of Safe Schools. This represents 9.09% of the total schools (4/44). One hundred percent (all four inspected schools) were found to not have any school safety requirement deficiencies.

School Showcase (Ridgeview Elementary School, Courtney Schumacher, Principal)

Presentations from the Audience (Public Comment)

5. Public Comment

Minutes:

There were no public speakers addressing specific agenda items.

Public speakers addressing non-specific items (these speakers were heard following the adoption of the consent agenda):

- Jeffrey Marshall
- Echo Nova
- Bruce Friedman
- Sheila Torres
- Wayne Bolla

Discussion Agenda

Human Resources

6. D1 - Human Resources Special Action A

Special Action A.pdf (Confidential)

Motion

Motion to Approve Human Resources Special Action A

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen

Mary Bolla

Beth Clark

Michele Hanson

Erin Skipper

- Aye
- Aye
- Aye
- Aye
- Aye

7. D2 - Human Resources Special Action B

Special Action B.pdf (Confidential)

Motion

Motion to Approve Human Resources Special Action B

Vote Results (*Approved*)

Motion: Beth Clark

Second: Mary Bolla

Ashley Gilhousen

Mary Bolla

Beth Clark

Michele Hanson

Erin Skipper

- Aye
- Aye
- Aye
- Aye
- Aye

8. D3 - Human Resources Special Action C

Special Action C .pdf (Confidential)

Motion

Motion to Approve Human Resources Special Action C

Vote Results (Approved)

Motion: Mary Bolla

Second: Erin Skipper

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Aye

Erin Skipper

- Aye

9. D4 - Human Resources Special Action D

Minutes:

There was no Human Resources Special Action D.

Consent Agenda

Superintendent

10. C1 - Minutes of Special Meeting on September 12, 2024; School Board Workshop and Special Meeting on September 24, 2024; Student Hearings and Regular Meeting on October 3, 2024

2024 Sep 12 Special Mtg PH on Final Budget.pdf

2024 Sep 24 Workshop.pdf

2024 Sep 24 Special Mtg.pdf

2024 Oct 3 Student Hearings.pdf (Confidential)

2024 Oct 3 Regular Mtg.pdf

School Board Member

11. C2 - Independent Contractor Services Agreement between School Board of Clay County, Florida and RSM US LLP for Internal Auditing Services

250085 RSM Independent Contractor Services Agreement _ Clay County District School_ 2024-10-23.FINAL.pdf

Executed 250085 SBCC_ RSM US LLP.pdf

Human Resources

12. C3 - Personnel Consent Agenda

Personnel Consent Agenda 11_7_24 Updated.pdf

13. C4 - Ratification of the 2024-2025 Amendment to the 2023-2024 through 2025-2026 Master Contract between the Clay Education Support Professional Association Local 7409 and the Clay County School Board.

2024-2025 CESPAs Ratification Package 10_21_24.pdf

14. C5 - Proclamation 25-07 to Establish November 18-22, 2024 as National Education Week and November 20, 2024 as Educational Support Professionals' Day.

Proclamation 25-17 National Education Week.pdf

Instruction-Academic Services

15. C6 - Elementary Student Out of State Travel

PES_FT_Wild Adv_Dec24.pdf

WES_Wild Adv_FT_March2025.pdf

16. C7 - Approval to Amend Vista Higher Learning Contract #250005

[Vista Higher Learning_250005_CLAY Independent Contractor Services Agreement_Final.pdf](#)

[250084 Amendment to 250005 Vista Higher Learning for Nov Board Approval.pdf](#)

[Executed 250084 Vista Higher Learning Amendment.pdf](#)

Instruction-K-12 Academic

[17. C8 - K-12 Academic Services Out of State and Overnight Student Travel](#)

[November 2024 Student Travel.pdf](#)

Instruction-Professional Development

[18. C9 - UNF Jacksonville Teacher Residency_\(JTR\) AmeriCorps Program Affiliation Agreement between Clay County District Schools and the University of North Florida](#)

[240192 UNF Affiliation Agreement \(AmeriCorps\)_\(2\).pdf](#)

[Executed UNF Affiliation Agreement.pdf](#)

[19. C10 - Professional Development School Program Memorandum of Understanding between Clay County District Schools and the University of North Florida](#)

[250051 UNF Professional Dev.pdf](#)

[Executed MOU SBCC_UNF Board of Trustees.pdf](#)

Instruction-Climate and Culture

[20. C11 - Proclamation #25-08 to Establish School Psychologist Week November 11-15, 2024](#)

[Proclamation #25-08 School Psychology Week 2024.pdf](#)

[21. C12 - Affiliation Agreement- Grand Canyon University](#)

[250080 Grand Canyon University.pdf](#)

[Executed 250080 Grand Canyon University.pdf](#)

[22. C13 - Affiliation Agreement- Florida Gulf Coast University](#)

[250079 Gulf Coast University.pdf](#)

[Executed 250079 Florida Gulf Coast University.pdf](#)

[23. C14 - Affiliation Agreement Renewal- Liberty University](#)

[250048 Liberty University Contract.pdf](#)

[24. C15 - Affiliation Agreement- Florida State University](#)

[250008 FSU Addendum 210063.pdf](#)

Business Affairs

[25. C16 - Proposed Allocation Changes for 2024-2025](#)

[11.07.24 - 24-25 Allocation Summary.pdf](#)

Business Affairs-Accounting

[26. C17 - Monthly Financial Reports for September, 2024](#)

[September 2024 Monthly Board Financial Report.pdf](#)

[July Monthly Property Report.pdf](#)

[August Monthly Property Report.pdf](#)

[September Monthly Property Report.pdf](#)

[Contracts 50 Thousand and greater.pdf](#)

[27. C18 - Budget Amendment Report for September 30, 2024](#)

[Sep 2024 Budget Amendment Statement.pdf](#)

Business Affairs-Property

- [28. C19 - DELETION OF CERTAIN ITEMS REPORT OCTOBER, 2024](#)
[DELETION OF CERTAIN ITEMS REPORT OCTOBER, 2024.pdf](#)

Business Affairs-Purchasing

- [29. C20 - BID Renewal](#)

Operations

- [30. C21 - Memorandum Of Understanding Between Clay County District Schools and the Clay County Sheriff's Office to provide access to the Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program](#)
[24-24 Guardian MOU.pdf](#)

Operations-Facilities

- [31. C22 - Shadowlawn Elementary School HVAC Repair/Replacement Contract Award](#)
[Shadowlawn Elementary HVAC Contract](#)
- [32. C23 - Change Order #2 for Orange Park High School Media Center Renovation](#)
[Chnage Order #2 OPH Media Center Renovation](#)
- [33. C24 - Final Completion of Lakeside Elementary School Restroom Renovation](#)
[LSE Restroom Renovation Final Completion.pdf](#)
- [34. C25 - Change Order #2 \(Days Only\) for Keystone Heights High School Visitor Concession Stand](#)
[Change Order #2.\(Days Only\) KHS Concession Stand](#)
- [35. C26 - Prequalification of Contractors](#)
[Table for Board Backup Contractor Prequal, 11.7.24](#)
- [36. C27 - Change Order #1 for Lake Asbury Junior High School Classroom Addition](#)
[CO #1 LAJ Classroom Addition.pdf](#)
- [37. C28 - Change Order #7 for Clay High School Gym Renovations](#)
[CO #7 CHS Gym Renovations.pdf](#)
- [38. C29 - Substantial and Final Completion of Clay High School Gym Renovation](#)
[CHS Gym Renovations Substantial & Final Completion.pdf](#)
- [39. C30 - Advertisement and Notice of Public Hearing on Amendments to School Board Policy 6.01, Educational and Ancillary Facilities](#)
[PUBLIC NOTICE FOR SCHOOL BOARD POLICY 6.01 CHANGE](#)
[Section 6.00 Support Services policy change](#)
- [40. C31 - Approval to Advertised Attendance Boundary Realignment for Oakleaf Junior High, Lake Asbury Junior High and Wilkinson Junior High Schools](#)
[PUBLIC NOTICE FOR OLJ LAJ AND WJH BOUNDARY CHANGES](#)
[Maps OLJ and LAJ and WJH Boundary Changes](#)

Adoption of Consent Agenda

[41. Adoption of Consent Agenda](#)

Motion

Motion to Adopt Consent Agenda

Vote Results (*Approved*)

Motion: Erin Skipper

Second: Beth Clark

Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Beth Clark	- Aye
Michele Hanson	- Aye
Erin Skipper	- Aye

CCEA Update (Victoria Kidwell)

CESPA Update (None)

Superintendent's Update and Presentations

[42. Superintendent's Update](#)

[Superintendent's Update 11-07-2024.pdf](#)

Minutes:

Superintendent Broskie shared the attached visual presentation highlighting the following:

- Schools of the Month
- Students of the Month
- Academically High Performing District
- Hurricane Milton
- Upcoming Events

School Board Attorney Remarks (None)

School Board Member Remarks

[43. School Board Member Remarks](#)

[Bolla's Final Comments.pdf](#)

Minutes:

Mrs. Hanson noted the genuine enthusiasm and love for students of retiring board member, Mrs. Bolla. She would like the board to consider how to obtain stakeholder input as the student section of school board policies is being addressed through the process of re-writing all policies with Neola. She plans to hold forums to involve parents, teachers, administrators, and staff. She also appreciated her recent visit to Clay Hill Elementary.

Mrs. Clark thanked Mrs. Bolla for welcoming her four years ago and for their shared time together over shared conversation, dining, and during rides to graduation ceremonies.

Mrs. Skipper noted the many activities held last month as well as her desire for more parental involvement, more communication, and the need to revamp and implement all policies. She commented on the large amount of work the board has done in the past two years and indicated she is always available to receive communication. She extended good wishes to Mrs. Bolla in her travels and noted Mrs. Bolla is the loudest cheerleader and that she appreciates their professional relationship and vigorous discussions.

Mrs. Gilhousen, the board member who served the longest with Mrs. Bolla, appreciated Mrs. Bolla for her willingness to be herself and share genuinely from her heart, noting that she has been encouraged by Mrs. Bolla's faith and is a better board member for knowing her.

Mrs. Bolla shared a visual presentation (attached) and reflected on her 49-year career in education. She noted the importance of creating space for people to share their stories, the joy experienced when interacting with students both in and out of the classroom, the colleagues with whom she worked, the pride experienced at student graduations, and reiterated the gratitude she has consistently expressed to staff and students throughout her career.

Adjournment (7:40 p.m.)

Superintendent of Schools

School Board Chair



December 12, 2024 Regular School Board Meeting

Title

C2 - Controlled Open Enrollment (COE) Plan for the 2025-2026 School Year

Description

The Clay County School District's Controlled Open Enrollment (COE) Plan is being brought to the School Board for approval for the 2025-2026 school year. Florida Statute § 1002.31 directs each school district to develop a controlled open enrollment plan. The Clay County School Board has previously developed a policy to establish how students may attend schools outside of their attendance zone. The COE Plan will set the threshold capacity number to be used by the district in determining which schools have available capacity and will participate in controlled open enrollment throughout the 2025-2026 school year.

Gap Analysis

The Controlled Open Enrollment plan allows the Clay County School District to make student school assignments using the parent or guardians' indicated preferential school choice as a significant factor when capacity allows at specific, previously identified schools.

Previous Outcomes

In 2017, Clay County School District administered Controlled Open Enrollment for the first time. The number of applicants for each previous year, and the current year, is reflected in the chart below.

COE Year Number of Applicants

2017-2018	417
2018-2019	406
2019-2020	516
2020-2021	657
2021-2022	241
2022-2023	56*
2023-2024	110**
2024-2025	96***
Total	2,443

*56 applicants between July 1 - December 6, 2022

**110 applicants between July 1 - March 26, 2024

***96 applicants between June 3 - November 18, 2024

Expected Outcomes

For the 2025-2026 Controlled Open Enrollment process, the Clay County School District aims to once again incorporate parental choice as a significant factor in student school assignment, where available capacity allows. Schools with available capacity will accept students based on the previously approved School Board policy for COE which identifies priority categories to be used when filling open seats. Should more students apply than seats available for any given school, the Clay County School District will conduct a random lottery selection process based on School Board policy.

Strategic Plan Goal

The Controlled Open Enrollment process furthers the district's strategic plan of Goal 1: Engage all students to attain the necessary skills and knowledge to be future-ready graduates.

Recommendation

The School Board recommends approval of the Controlled Open Enrollment (COE) Plan for the 2025-2026 school year

Contact

Kelly Watt, Chief of Staff, kelly.watt@myoneclay.net

Chastity Lee Coordinator of School Choice and Charter Schools, chastity.lee@myoneclay.net

Financial Impact

No Financial Impact. Note: Students transferring to the Clay County School District from surrounding counties will bring a positive cash flow to our district based upon increased FTE dollars.

Review Comments

Attachments

📎 [Clay County District Schools COE Plan 2025-2026.pdf](#)

DRAFT



Clay County School District

Controlled Open Enrollment Plan

Clay County School District strives to provide parents an opportunity to choose the desired school for their children. In addition to the established attendance zone, Special Pupil Requests due to hardship and career academies, the Clay County School District will provide additional options for school assignment based on Controlled Open Enrollment in accordance with Florida Statute 1002.31. Controlled Open Enrollment (COE) provides parents and legal guardians of children and youth entering grades K-12 the opportunity to seek enrollment in a school other than the zoned school of attendance. Under this statute, parents/legal guardians currently residing in any school district in the State of Florida may select schools from a list identified by the Clay County School District as having available seats based upon published guidelines.

I. Determination of Capacity

As per legislative changes in July 2022, each school district will determine the capacity of its schools by grade level and post availability on the district website with updated information every 12 weeks. A Clay County District school will be subject to Controlled Open enrollment when the school's enrollment is less than 80%. The FISH (Florida Inventory of School House) capacity report and teacher allocation model will be compared with each school's enrollment numbers to determine impacted schools. The principals of the impacted schools will then share grade-level space availability to publish on the district website.

The determination of capacity and space availability takes three additional factors into account. First, schools that host specialized programs that require a lower student-to-teacher ratio would be exempt, if the regular education classrooms are at or above 80%. Secondly, Clay County is experiencing rapid growth. To allow the District to plan for future growth and establish efficient attendance zones and boundaries, a new school will not be subject to Controlled Open Enrollment until it has been in operation for three (3) years. Upon completion of the school's third full year of operation, it will be included in the annual FISH calculation of available school capacity. Finally, schools impacted by rezoning will also be exempt for two (2) years to allow enrollment to stabilize.

12 Week Dates for 2024-2025
September 3, 2024
December 2, 2024
February 24, 2025
June 3, 2025 *For the following school year

12 Week Dates for 2025-2026
September 10, 2025
December 10, 2025
March 10, 2026
June 3, 2026 *For following school year



II. Application Process and Lottery

Open COE schools along with an electronic application can be found on the [OneClay Open Enrollment](#) page of the CCDS website. A paper-based copy of the application can be obtained upon request from the District Office. Submitting an application for Controlled Open Enrollment does not guarantee that the student will be approved to transfer to the requested school. Applications will not be received by the school(s). Instead, applications must be submitted online or sent in the mail to the School District central office.

Clay County School Board
Attn: School Choice Department: Open Enrollment
900 Walnut Street
Green Cove Springs, Florida 32043

Students subject to a current expulsion or suspension will not be permitted to take advantage of the Controlled Open Enrollment choice.

A student who enrolls or transfers under Controlled Open Enrollment may remain at the Controlled Open Enrollment school until the student completes the highest grade level at the school. Once the student has completed the highest grade level of that school, the student must return to their zoned school or apply for another available seat through Controlled Open Enrollment. The application will always be available on the CCDS School Choice website.

[Link to FAQs](#)

Once an application for an available seat is received, and space is verified, registration information will be sent to the parent through the email provided in the application. Parents have a two-week window to complete registration and enroll the student. After two weeks (10 working days), incomplete registrations will not be processed and reapplication will be required.

If more applications are received than seats are available, the district will hold a lottery. Parents will be notified of lottery results through an acceptance email with registration information or a waitlist email. All students who do not receive a seat through the initial lottery will be put on a waitlist. Applications received after the lottery will be put on a waitlist in the order received. As capacity becomes available, parents will be emailed with registration information. Incomplete or incorrect applications will not be processed. The waitlist will expire on the last day of school each year. Parents will need to reapply annually if a seat does not become available for the requested school year.

There is no appeal process for Controlled Open Enrollment as it is based strictly on a lottery procedure.

III. Siblings and Preferential Placement

The Controlled Open Enrollment Application includes a section for the parent/guardian to indicate if they have submitted an application for other siblings to attend the same school. Placement of siblings within the same school is facilitated whenever feasible during the open enrollment period if appropriate



educational services are available for each sibling at the requested school. There is no guarantee that sibling preference will be given.

Priority for school assignment pursuant to Controlled Open Enrollment is given based upon:

- Dependent children of active-duty military personnel whose move resulted in military orders;
- Children who have been relocated due to a foster care placement in a different school zone;
- Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent;
- Students residing in the school district.

IV. Transportation

As per the legislation passed in July 2022, school districts must provide information on transportation options. The following information is located on the [district website](#).

Transportation Options

Clay County District Schools does not offer transportation to schools outside of a student's zoned school.

For other transportation opportunities, parents can look into the following.

- [Clay County Public Transportation](#) (This is **NOT** a part of the public school system)
- The Florida Department of Education offers transportation scholarships of \$750 to eligible students who attend a Florida public school that is different from the school to which the student was assigned if the school district does not provide the student with transportation to/from the school. Visit [FDOE's website](#) for more information.

V. Rescinding of Placement

Controlled Open Enrollment placement may be rescinded if:

- Incorrect or false information was provided in the application;
- Attendance, tardiness, or discipline/behavior problems develop at the receiving school;
- Academic Criterion is not met based on the Florida High School Athletic Association (FHSA) requirements of a 2.0 GPA.

December 12, 2024 Regular School Board Meeting

Title

C3 - Proposed Student Calendar for 2026-2027 School Year

Description

The District Calendar Committee, which is comprised of members who represent all major operations of the school district, elementary and secondary school principals, a school board member, teachers, Clay County Education Association (CCEA), and Clay Educational Staff Professional Association (CESPA), developed a student calendar for the 2026-2027 school year.

Gap Analysis

N/A

Previous Outcomes

Prior years' student calendars were Board approved and posted on the district website.

Expected Outcomes

All student/employee calendars require School Board approval to establish school/work schedules for students and employees.

Strategic Plan Goal

N/A

Recommendation

That the Clay County School Board will approve the recommended student calendar for the 2026-2027 school year.

Contact

Kelly Watt, Chief of Staff, kelly.watt@myoneclay.net

Financial Impact

None

Review Comments

Attachments

[DRAFT Student Calendar 2026-2027.pdf](#)



SCHOOL BOARD OF CLAY COUNTY

Student Calendar

2026-2027

Monday, August 3, 2026	First Day, Teachers
Thursday, August 6, 2026	Inservice Day, Teachers
Tuesday, August 11, 2026	First Day, Students
Monday, September 7, 2026	Labor Day, Student/Teacher Holiday
Friday, October 9, 2026	End First Grading Period (43 days)
Monday, October 12, 2026	Planning Day/Student Holiday
Wednesday, November 11, 2026	Veterans' Day, Student/Teacher Holiday
Monday, November 23 - Friday, November 27, 2026	Thanksgiving, Student/Teacher Holidays
Friday, December 18, 2026	End Second Grading Period (43 days)
Monday, December 21, 2026- Friday, January 1, 2027	Christmas/New Year's Break, Student/Teacher Holidays
Monday, January 4, 2027	Planning Day/Student Holiday
Tuesday, January 5, 2027	Students Return to School
Monday, January 18, 2027	Martin Luther King Jr. Day, Student/Teacher Holiday
Monday, February 15, 2027	Presidents' Day, Student/Teacher Holiday
Thursday, March 18, 2027	End Third Grading Period (51 days)
Friday, March 19, 2027	Planning Day/Student Holiday
Monday, March 22 - Friday, March 26, 2027	Spring Break, Student/Teacher Holidays
Monday, March 29, 2027	Students Return to School
Friday, April 2, 2027	Fair Day, Student/Teacher Holiday
Thursday, May 27, 2027	Last Day, Students (4th Grading Period - 43 days)
Friday, May 28, 2027	Last Day, Teachers – Planning Day

GRADUATION: Friday, May 21, 2027

EARLY DISMISSAL DAYS

ELEMENTARY SCHOOLS

Friday, September 18, 2026
Friday, October 30, 2026
Friday, December 18, 2026
Friday, February 12, 2027
Friday, April 23, 2027
Thursday, May 27, 2027

JUNIOR HIGH & HIGH SCHOOLS ONLY

Wednesday, December 16, 2026
Thursday, December 17, 2026
Friday, December 18, 2026
Tuesday, May 25, 2027
Wednesday, May 26, 2027
Thursday, May 27, 2027

INTERIM GRADES POSTED

Friday, September 11, 2026
Friday, November 13, 2026
Friday, February 5, 2027
Friday, April 23, 2027

All grades are posted in
StudentVUE and
ParentVUE

REPORT CARDS POSTED

Friday, October 16, 2026
Monday, January 11, 2027
Monday, March 29, 2027
Friday, June 4, 2027

School Board Approved:

December 12, 2024 Regular School Board Meeting

Title

C4 - 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 2: Enact a highly effective recruitment and professional development plan along with opportunities for growth and career development to ensure all students have access to a world class education to become life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Strategy 2.1.1 Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS.

Strategy 2.1.3 Expand involvement in community-sponsored career fairs, providing the opportunity to recruit a diverse population to the multiple career paths within CCDS.

Strategy 2.1.4 Continue to streamline the application and onboarding process to successfully engage and hire quality applicants.

Strategy 2.1.5 Collaborate to strengthen CCDS' branding and marketing to increase the awareness and presence of career opportunities.

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 11_18_24.pdf](#)

DIVISION OF HUMAN RESOURCES
PERSONNEL CONSENT AGENDA
 December 12, 2024
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DRAFT

I. Administrative Actions

A. APPOINTMENT

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

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

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

I. Administrative Actions

D. TRANSFER

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

I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

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

I. Administrative Actions

F. SUPPLEMENT

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

I. Administrative Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
BURCHFIELD, DONNA MARIE FNS MANAGER FOOD SERVICES INTE CAFETERI	Food & Nutrition Srvc	Effective 2024-11-04 CAFETERI / Annual
JAMES, REBECCA SHANNON OPH ASST PRIN 11 MO SH 11 MONTH	Orange Park High	Effective 2024-11-08 11 MONTH / Annual
KING, BRENDA C FNS MANAGER INTERN HIGH- SCHOOL CAFETERI	Food & Nutrition Srvc	Effective 2024-10-28 CAFETERI / Annual

DRAFT

I. Administrative Actions

B. RE-APPOINTMENT

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

I. Administrative Actions

C. RE-DESIGNATION

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignments</u>
------------------------	-------------	-----------------------------

DRAFT

I. Administrative Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
BOYSEN, PAUL CONWAY DIS ASST PRINCIPAL EL 12 MO 12 MONTH	Doctors Inlet Elementary	Effective 2024-11-04 /transfer from / OPH ASST PRIN 11 MO SH

DRAFT

I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
BROWN, LEON D FNS MANAGER FOOD SERVICES INTE CAFETERI	Food & Nutrition Srvc	Effective 2024-10-22 RESIGNATION
BURCHFIELD, DONNA MARIE SPS CAFE ASSISTANT 6.5 HOURS 9 MON SU	Food & Nutrition Srvc	Effective 2024-11-01 RESIGNATION
JAMES, REBECCA SHANNON DEAN -SH 10 MONTH	Orange Park High	Effective 2024-11-07 RESIGNATION
KING, BRENDA C CHS CAFE VAN DRIVER 7.5 HOURS 9 MON SU	Food & Nutrition Srvc	Effective 2024-10-25 RESIGNATION
WALKER, RACHEL M COOR, WORK FORCE DEVELOPMENT 12 MONTH	Adult/Community Education	Effective 2024-11-15 RESIGNATION

DRAFT

I. Administrative Actions

F. SUPPLEMENT

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

II. JOB DESCRIPTION ACTIONS

A. Administrative - Approve the following job descriptions:

REVISED:

Coordinator of Workforce Development

This action will extend the pool of candidates to include applicants experienced in all levels of education. The coordinator of Workforce Development supports instructional programs to include Integrated Education and Training (IET) and Adult Basic Education programs for Adult & Community Education and Florida Youth Challenge Academy.

DRAFT

Job Locator: I-1.4.31

Position: Coordinator of Workforce Development

Position Grade: Coordinator III

Evaluated by: Supervisor of Adult & Community Education

Job Description:

The Coordinator of Workforce Development is responsible to the Supervisor of Adult Education for the development, implementation and oversight of continuing education and workforce development programs. This position is responsible for establishing relationships with business owners, community-based partners, college advisors and military recruiters to ensure students post-GED are placed in jobs, post-secondary institutions or the military. This position will serve as the primary for all marketing, publications and recruiting for Clay County Adult Education.

Responsibilities and duties of this position include:

1. Responsible for the creation and implementation of workshops for students, parents and teachers to determine career pathways for students post-GED, by assisting with interviews, assessments, applications and records.
2. Facilitate and maintain contracts/affiliation agreements with participating partners.
3. Provide leadership in job development options through employer networking, contacts, interviews and presentations considering high demand areas published through the Regional Demand Occupations List.
4. Cultivate and maintain partnerships with other regional Adult Education organizations and the Florida Department of Education to monitor compliance and overall effectiveness of CCDS ACE program.
5. Coordinate training and job placement for individual students seeking to enter the workforce.
6. Serve as liaison between ACE and CareerSource to ensure seamless transition for students in need of referrals for job attainment, internship placement and/or cost assistance, based on student interests and Regional Demand Occupations List.
7. Provide leadership in working relationships with instructors, administrators, employers, parents, community based and non-profit organizations for continuation of services for students.
8. Coordinate the Career Pathways Committee by recruiting appropriate members to represent local businesses, appropriate staff and other key stakeholders by way of planning and facilitating quarterly Career Pathway Meetings.
9. Organize outreach activities for community agencies that provide services and resources to assist adult education student transition to post-secondary education or other educational organizations.
10. Design goals and objectives to expand Post-Secondary Industry Certification program options.
11. Assist Supervisor with funding opportunities to include State and Federal Grants.

12. Create and manage orientation programs for students to include surveys, assessments and assistance programs necessary to support instructional goals and career choice options.
13. Assist in providing leadership to staff to determine objectives and program needs for both immediate and long range planning.
14. Performs other related duties as needed.

Required Qualifications:

1. Bachelor's Degree from an accredited institution.
2. Verification of at least five ~~(5)~~ **three (3)** years of full-time work in ~~a related field Post-Secondary or Adult Education,~~ **Education**, Workforce **Development**, ~~and/or Economic Development,~~ **and/or a related field.**

Desired Qualifications:

1. Bachelor's Degree in Communications/Public Relations/Workforce or Economic Development from an accredited institution.
2. Work experience in the development and delivery of adult education programs and services.

School Board Approved: 06/30/2022

Revised: 12/12/2024

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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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DRAFT

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>
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III. Instructional Actions

F. SUPPLEMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
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III. INSTRUCTIONAL ACTIONS 2023-2024

G. PENDING APPOINTMENTS

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

DRAFT

III. INSTRUCTIONAL ACTIONS 2023-2024

H. OUT OF FIELD

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

DRAFT

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	ARIAS, LA'TANYA RENEA LAE TEACHER ENGLISH LANG DEV. 10 MONTH	Lake Asbury Elementary	Effective 2024-10-21 10 MONTH / Instructional Probationary Annual
	BROWER, TASHA NICHOLE LJH TEACHER, SCIENCE, JH 10 MONTH	Lakeside Junior High	Effective 2024-11-14 10 MONTH / Instructional Probationary Annual
0.5	DAVIS, SCOTT ALAN KHE TEACHER, PRE-K 10 MONTH	Keystone Heights Elementary	Effective 2024-11-12 10 MONTH / Instructional Probationary Annual
0.5	DAVIS, SCOTT ALAN KHE TEACHER, PRE-KDG ESE 10 MONTH	Keystone Heights Elementary	Effective 2024-11-12 10 MONTH / Instructional Probationary Annual
	GAZALEH, JAMAL JASON OLJ TEACHER, VE/INCLUSION 10 MONTH	Oakleaf Junior High School	Effective 2024-11-07 10 MONTH / Instructional Probationary Annual
	GLOVER, ASHLEY R MHS TEACHER, SCIENCE, SH 10 MONTH	Middleburg High	Effective 2024-10-23 10 MONTH / Instructional Probationary Annual
0.4	HANLEY, HEATHER MAUREEN WEC TEACHER, ART, ELEM SPECIAL	W.E. Cherry Elementary	Effective 2024-11-01 SPECIAL / Instructional Probationary Annual
	HERRERA, JENNIFER LYNN ROE TEACHER, SC, FOURTH GR 10 MONTH	Rideout Elementary	Effective 2024-10-31 10 MONTH / Instructional Probationary Annual
	IRVIN, ROSA L DOE TEACHER, SC, KINDERGARTEN 10 MONTH	Discovery Oaks Elementary	Effective 2024-10-22 10 MONTH / Instructional Probationary Annual
	LOWE, TIANNA OLIVIA DOE TEACHER, SC, SIXTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2024-10-24 10 MONTH / Instructional Probationary Annual
	MARSHALL, CHRISTINA LYNNE LAE VE SELF-CONTAINED-ASD 10 MONTH	Lake Asbury Elementary	Effective 2024-11-08 10 MONTH / Instructional Probationary Annual
	MIT RAHINA, KHEMYA AMINAH CLARICE POE TEACHER, MUSIC, ELEM 10 MONTH	Plantation Oaks Elementary	Effective 2024-11-01 10 MONTH / Instructional Probationary Annual
	MUNGIN, JENNIFER MARIE KHH TEACHER, MATHEMATICS, SR 10 MONTH	Keystone Heights High School	Effective 2024-11-12 10 MONTH / Instructional Probationary Annual
	RIVERS JR, RODNEY TIMOTHY DEAN-JH 10 MONTH	Lake Asbury Junior High School	Effective 2024-11-13 10 MONTH / Instructional Probationary Annual
	SAUNDERS, KRISTEN ANNE CEB TEACHER, READING, ELEM 10 MONTH	Charles E. Bennett Elementary	Effective 2024-11-12 10 MONTH / Instructional Probationary Annual
	SLACK, BROOKE ALYSSA KHH TEACHER, SUPP FACIL 10 MONTH	Keystone Heights High School	Effective 2024-10-21 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

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
0.4	SWACKHAMMER, JOAN MICHELE ESE TEACHER, SPEECH CLINICIAN SPECIAL	Exceptional Student Education	Effective 2024-10-20 / redesignated from / ESE TEACHER, SPEECH CLINICIAN / 10 MONTH

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III. Instructional Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
HUDNALL, PARTHENIA MONIQUE WEC TEACHER, VE/INCLUSION 10 MONTH	Plantation Oaks Elementary	Effective 2024-12-02 /transfer from / POE VE SELF- CONTAINED-ASD
MALTESE JR, GUY ANTHONY ESE TEACHER, VISUALLY IMPAIRED 10 MONTH	Clay High	Effective 2024-10-21 /transfer from / GCJ TEACHER, READING, JH
SMALENSKI, HOLLISAN L ESE SCHOOL SITE SPECIALIST 10M 10 MONTH	Exceptional Student Education	Effective 2024-10-28 /transfer from / WEC TEACHER, VE/INCLUSION

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	BROWN, ANITA L MCE TEACHER, VE/INCLUSION 10 MONTH	Montclair Elementary	Effective 2024-11-22 RETIREMENT
	COLLINS, MEREDITH BOATRIGHT ROE TEACHER, VE/INCLUSION 10 MONTH	Rideout Elementary	Effective 2024-11-15 RESIGNATION
	DOWELL, AMY KELSEY RHS TEACHER, MATHEMATICS, SR 10 MONTH	Ridgeview High School	Effective 2024-12-20 RESIGNATION
	GARNER, WILLIAM HENRY RHS TEACHER, READING, SH 10 MONTH	Ridgeview High School	Effective 2024-11-15 RESIGNATION
0.9	HERRERA, JENNIFER LYNN ROE INSTRUCTINAL ASSISTANT 9 MON SU	Rideout Elementary	Effective 2024-10-30 RESIGNATION
0.9	MARSHALL, CHRISTINA LYNNE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2024-11-07 RESIGNATION
	MULLANEY, MICHAEL CHARLES KHE TEACHER, VE/INCLUSION 10 MONTH	Keystone Heights Elementary	Effective 2024-11-08 CONCLUDE EMPLOYMENT
	PARIMORE, ROBIN STERMER LJH TEACHER, VE/INCLUSION 10 MONTH	Lakeside Junior High	Effective 2024-10-18 Conclude Employment
0.6	SEYMOUR, KIMBERLY LAKEISH CTE TEACHER 10 MONTH	Ridgeview High School	Effective 2024-10-25 RESIGNATION
	SHIPE, ABBIE E INSTRUCTIONAL - CWL 10 MO LNG TRM	COUNTY-WIDE LEAVE	Effective 2024-11-01 RESIGNATION
	STYLES, MICHAEL OHS TEACHER, STRATEGIC INT 10 MONTH	Oakleaf High School	Effective 2024-10-31 RESIGNATION

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	BARBER, JOHN SCOTT MHS GOLF HD SH SUPPLEME	Middleburg High	Appointment
0.5	BRANT, DISHAN TALISHIA OPH BASKETBALL ASST SH SUPPLEME	Orange Park High	Appointment
0.5	BROSNAN, MINDY MICHELLE KHE ESE INTERVENTION FAC. SUPPLEME	Keystone Heights Elementary	Appointment
	BROWN, ANITA L MCE DEPT HEAD (6-10) SUPPLEME	Montclair Elementary	Resignation
	BROWN, AVERY JAMAL RHS FOOTBALL ASST SH 75% SUPPLEME	Ridgeview High School	Appointment
	CASTILLO, SHANNAN MARIE MRE DEPT HD (3-5) SUPPLEME	Mcrae Elementary	Appointment
	CRAWFORD, AMY G GPE ESE INTERVENTION FAC. SUPPLEME	Grove Park Elementary	Appointment
	DIXON, KENDERIAN D RHS FOOTBALL ASST SH 75% SUPPLEME	Ridgeview High School	Appointment
0.1	DOTY, SAMUEL JAMES OPJ (.128) SIXTH PERIOD SUPPLEME	Orange Park Jr High	Appointment
	DUPAS, KRISTA LEE POE DISCRETIONARY SUPPLEME	Plantation Oaks Elementary	Appointment
	ELMORE, KADIN DEAUNTE RHS BASKETBALL ASST SH SUPPLEME	Ridgeview High School	Appointment
	ELWOOD JR, CHRISTOPHER ALEXANDER LJH SOFTBALL FP HD JH SUPPLEME	Lakeside Junior High	Appointment
	FEAGLE, CARLEY LAYNE CTE CO-CURR CLUB SUPPLEME	Career And Technical Education	Appointment
	FORTNER, CHELSEA MACHELLE RHS TENNIS HD SH SUPPLEME	Ridgeview High School	Appointment
0.5	GARVEY, ROBIN ADLER KHE ESE INTERVENTION FAC. SUPPLEME	Keystone Heights Elementary	Appointment
	GOOLSBY, GRAYSON LANE INST APPLICATION FACILITATOR SUPPLEME	Keystone Heights High School	Appointment
	HERRINGDINE, JASON KELLY WJH CO-CURR CLUB SUPPLEME	Wilkinson Jr High	Appointment
	HYDER, MICHAEL DOMINIC OPH FOOTBALL ASST HS 25%	Orange Park High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	HYDER, MICHAEL DOMINIC OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
	IVEY, JOHN S LJH WRESTLING HD JH SUPPLEME	Lakeside Junior High	Appointment
	JACKSON, SALLY ANN KHH STUDENT COUNCIL SH SUPPLEME	Keystone Heights High School	Appointment
	JANKE, SHANNON NICOLE OLJ TRACK ASST JH SUPPLEME	Oakleaf Junior High School	Appointment
	JANKE, SHANNON NICOLE OLJ TRACK HD JH SUPPLEME	Oakleaf Junior High School	Resignation
	JOHNSON JR, EDWARD JERMELL AES DISCRETIONARY SUPPLEME	Argyle Elementary	Appointment
	LEACH, LAURA MEDRANO KHH DISCRETIONARY SUPPLEME	Keystone Heights High School	Appointment
	LEGER, JOHNATHAN C KHH BASKETBALL ASST SH SUPPLEME	Keystone Heights High School	Appointment
	LESAGE, SPENCER STEVEN LAJ FOOTBALL ASST JH 25% SUPPLEME	Lake Asbury Junior High School	Appointment
	LESAGE, SPENCER STEVEN LAJ FOOTBALL ASST JH 75% SUPPLEME	Lake Asbury Junior High School	Appointment
	MATEI, DANUT G MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	MENZ, ALLISON NICOLE MCE SAFETY PATROL SUPPLEME	Montclair Elementary	Appointment
	MOORE II, GARY A OPH BASEBALL ASST SH SUPPLEME	Orange Park High	Appointment
	MORGAN, MICHAEL SCOTT OLJ BASEBALL ASST JH SUPPLEME	Oakleaf Junior High School	Appointment
	PARKER, CHAD JOSEPH OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	PARKER, CHAD JOSEPH OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
0.5	POWELL, ARINTON D OPH BASKETBALL ASST SH SUPPLEME	Lakeside Elementary	Appointment
0.5	RICHARDSON, AMBER DAWN KHE DEPT HEAD (6-10) SUPPLEME	Keystone Heights Elementary	Resignation

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SANDERS, ALLISON JAMES KHE DEPT HEAD (6-10) SUPPLEME	Keystone Heights Elementary	Appointment
	SCHERMERHORN, AMY MARIE FIH VOLLEYBALL HD SH SUPPLEME	Fleming Island High School	Appointment
	SELBY, LYNDA MARIE ROE DEPT HD (3-5) SUPPLEME	Rideout Elementary	Resignation
0.3	SMALENSKI, HOLLISAN L WEC DEPT HEAD (11-16) SUPPLEME	Exceptional Student Education	Resignation
0.5	SMALENSKI, HOLLISAN L WEC ELEM PERF/PROD SUPPLEME	Exceptional Student Education	Resignation
	SMITH, JAUHNA S RHS VOLLEYBALL HD SH SUPPLEME	Ridgeview High School	Appointment
	STARLING, KARSYN B MRE DEPT HD (3-5) SUPPLEME	Mcrae Elementary	Appointment
	STYLES, MICHAEL OHS TRACK HD SH SUPPLEME	Oakleaf High School	Resignation
	THOMAS, KRISTOPHER DAVID OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	THOMAS, KRISTOPHER DAVID OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
	TOBLER, SHANTAL D OPH BASKETBALL ASST SH SUPPLEME	Lake Asbury Junior High School	Resignation
	TODD, TROY SPENCER FIH FOOTBALL HD JV 25% SUPPLEME	Fleming Island High School	Appointment
	WALKER, ERIC CHRISTOPHER OLJ BASEBALL ASST JH SUPPLEME	Oakleaf Junior High School	Appointment
	WILKES, MEGHAN LEIGH OLJ TRACK HD JH SUPPLEME	Oakleaf Junior High School	Appointment
	ZANER, BRADLEY ALBERT RHS CO-CURR CLUB SUPPLEME	Ridgeview High School	Appointment

III. INSTRUCTIONAL ACTIONS 2024-2025

G. PENDING APPOINTMENTS

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

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III. INSTRUCTIONAL ACTIONS 2024-2025

H. OUT OF FIELD

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

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A. SUMMER SCHOOL

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective Dates</u>
NONE		

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IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2023-2024

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2023-2024

C. ADULT EDUCATION

Appointments

NONE

DRAFT

A. SUMMER SCHOOL

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective Dates</u>
NONE		

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2024-2025

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2024-2025

C. ADULT EDUCATION

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2023-2024

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2024-2025

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

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VI. Support Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	
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VI. Support Actions

B. RE-APPOINTMENT

Name/Assignment	Site	
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VI. Support Actions

C. RE-DESIGNATION

<u>Name/Assignment</u>	<u>Site</u>	
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VI. Support Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	
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VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
JONAS, COURTNEY DENISE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-05-30 CONCLUDE EMPLOYMENT

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VI. Support Actions

F. SUPPLEMENT

Name/Assignment	Site	
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VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	ANDRADE, CHRISTIAN VICENTE CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2024-11-12 9 MON SU / Annual
	AUGUSTIN, CHELSY CHERELLE MCE CAFE ASSISTANT 5.25 HOURS 9 MON SU	Montclair Elementary	Effective 2024-10-16 9 MON SU / Annual
0.9	BAHNEMAN, SCARLETT KATHLEEN LAE GENERAL HEALTH ASSISTA 9 MON SU	Lake Asbury Elementary	Effective 2024-10-16 9 MON SU / Annual
0.9	BRAY, KHARI ANN KHH TITLE 1 ASSISTANT 9 MON SU	Keystone Heights High School	Effective 2024-10-21 9 MON SU / Annual
	BROWN, SAMUEL DENNIS GCJ CAFE ASSISTANT 4.25 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2024-11-08 9 MON SU / Annual
0.9	CHAPMAN, EMBER LEE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2024-10-25 9 MON SU / Annual
	CONSIDINE, CAITLIN M MCE LICENSED PRAC NURSE 10 MONTH	Montclair Elementary	Effective 2024-10-18 10 MONTH / Annual
0.9	CRIST, MARLENA COMPTON MCE BEHAVIORAL HEALTH ASST 9 MON SU	Montclair Elementary	Effective 2024-10-25 9 MON SU / Annual
	CURRY, CARRON TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-10-21 TRANSPOR / Annual
0.9	EBERHARDT, ASHLEY R BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2024-11-14 9 MON SU / Annual
	FERRELL, BARBARA THERESA SPC PRINCIPAL SECRETARY CONFIDEN	Swimming Pen Creek Elem	Effective 2024-10-21 CONFIDEN / Annual
0.9	FIELDS, HUNTER PILAR OLJ GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf Junior High School	Effective 2024-10-23 9 MON SU / Annual
	GAY, JEAN NICHOLE OLJ CAFE ASSISTANT 5.75 HOURS 9 MON SU	Oakleaf Junior High School	Effective 2024-11-12 9 MON SU / Annual
	GITTE, BRANDON MATTHEW OHS CUSTODIAN 12 MO SU	Oakleaf High School	Effective 2024-10-28 12 MO SU / Annual
	GOLDBLATT, ELIZABETH STARR TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-10-21 TRANSPOR / Annual
	GRAVES, JUNE A WES CAFE ASSISTANT 3.5	Wilkinson Elementary	Effective 2024-11-04 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	HOURS 9 MON SU		
0.8	HARRIS-HAYDEN, PAULA ANN FIH HEALTH ASSISTANT 9 MON SU	Fleming Island High School	Effective 2024-10-21 9 MON SU / Annual
	HARVIN, ASHLEY BROOKE KHH CUSTODIAN 12 MO SU	Keystone Heights High School	Effective 2024-11-05 12 MO SU / Annual
0.9	HILL, WENDY NICOLE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2024-10-21 9 MON SU / Annual
0.9	HILLMAN, CHRISTINA LOUISE CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2024-11-04 9 MON SU / Annual
	HULL, ANGEL MARTIN TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-10-21 TRANSPOR / Annual
	JARMAN, RICKY MORIS TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-11-04 TRANSPOR / Annual
	KELLEY, KRISTIE LYNN GCJ CAFE ASSISTANT 4.5 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2024-10-23 9 MON SU / Annual
	LATO, ELISE DANIELLE ROE PRINCIPAL SECRETARY CONFIDEN	Rideout Elementary	Effective 2024-10-21 CONFIDEN / Annual
	MARTINEZ VAZQUEZ, MELVIN OLJ CUSTODIAN 12 MO SU	Oakleaf Junior High School	Effective 2024-10-16 12 MO SU / Annual
	MAXIS, ADELINE OLJ CUSTODIAN 12 MO SU	Oakleaf Junior High School	Effective 2024-10-16 12 MO SU / Annual
	MORRIS, VICTORIA ELIZABETH WJH CUSTODIAN 12 MO SU	Wilkinson Jr High	Effective 2024-11-01 12 MO SU / Annual
0.8	PEREZ, ANA M SBJ ESOL CLASSROOM ASSISTANT 9 MON SU	S. Bryan Jennings Elementary	Effective 2024-10-21 9 MON SU / Annual
	PETERSON, JENNIFER D BAF INSURANCE ASSISTANT CONFIDEN	Business Affairs	Effective 2024-10-24 CONFIDEN / Annual
0.9	POTTER KITCHENS, LAUREN ASHLEY WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2024-11-05 9 MON SU / Annual
	RODRIGUEZ, MICHELLE AES SCHOOL SECRETARY 10 MONTH 10 MONTH	Argyle Elementary	Effective 2024-11-04 10 MONTH / Annual
0.9	SEBREE, AMELIA LYNN LAE GENERAL ASSISTANT 9 MON SU	Lake Asbury Elementary	Effective 2024-10-17 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	STURCH, MELISSA BRIANA SPS GENERAL ASSISTANT 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2024-10-24 9 MON SU / Annual
	SWANN, BLAIR RODGERS TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-11-04 TRANSPOR / Annual
0.8	TABASSUM, BUSHRA CGE TITLE I ASSISTANT 9 MON SU	Coppergate Elementary	Effective 2024-11-05 9 MON SU / Annual
	TOLLEFSON, ANDREA CHRISTINA SPS SCHOOL SECRETARY 10 MONTH 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2024-10-18 10 MONTH / Annual
	TOTTY, ALEXIS MARIE CHS CAFE ASSISTANT 4.25 HOURS 9 MON SU	Clay High	Effective 2024-11-08 9 MON SU / Annual
	TURNER, DONNA SUE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-11-04 TRANSPOR / Annual
	VELASQUEZ, YENY LUCIA OHS CAFE ASSISTANT 5 HOURS 9 MON SU	Oakleaf High School	Effective 2024-11-12 9 MON SU / Annual
	WEST, KATHERIN LEAH TRN ROUTING DISPATCHER 12 MO SU	Transportation	Effective 2024-10-07 12 MO SU / Annual
	WILLIAMS, ANNIE MATHEWS MNT CUSTODIAN 12 MO SU	Division of Support Svcs	Effective 2024-10-23 12 MO SU / Annual
0.9	WILLIAMS, OLIVIA SPEARMAN SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2024-10-28 9 MON SU / Annual
	WILLIAMS, TASHELL MONIQUE OLJ CAFE ASSISTANT 4 HOURS 9 MON SU	Oakleaf Junior High School	Effective 2024-11-13 9 MON SU / Annual
0.9	WILLIAMS, ZOYA QUAJRALYNN NIC AES BEHAVIORAL HEALTH ASST 9 MON SU	Argyle Elementary	Effective 2024-10-23 9 MON SU / Annual
0.9	WRIGHT, MACKENZIE LYNN SPS BEHAVIORAL HEALTH ASST 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2024-10-22 9 MON SU / Annual
	YOUNG, CORINNE DIS MEDIA TECHNICAL ASST 10 MONTH	Doctors Inlet Elementary	Effective 2024-10-17 10 MONTH / Annual

VI. Support Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
ADOLPH, ROBERT N TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
AKRIGHT, LUKE JAMES TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
ANDREWS, TRACY ANN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
ARMSTRONG, NIKITA MICHELLE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BATESON, JENNIFER LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
BELDA JR, DONALD VINCENT TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BLANCHETT, KIMBERLY JO TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BLEDSON, DENNIS DEWAYNE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
BOASE, DIANNA LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BOWMAN, SARALEE C TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BRADLEY, LORI BETH TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
BREWER, HEATHER ANN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BRISBANE, DEANA SUZANNE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
BRITT, AARON J TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual
BROWN, SAQUANA NIREE' TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
BRUSHERD, TINA LOUISE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
BURGESS, VERONICA JOSEPHINE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
BUSBEE, MARGARET JUNE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional

VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	BUSKILL, CASSANDRA LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	BUSSEY, DAPHNE G TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	BYRD, SHELIA VERNESE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	CAMPBELL, MISTY DAWN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	CANTLON, VICKI LEE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
0.9	CLAVERE, ZOE RENEE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	9 MON SU / Multi-Year Conditional
	CLAY, GEORGE S TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	CLYMER, WANDA GAIL TRN ROUTING DISPATCHER 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	COCKFIELD, KIMBERLY D TRN PAYROLL SUPPORT ASST 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	COFFEY, STACY LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	COLANDREA, HOLLIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	CORDINGLEY, MANDY ELAINE TRN ROUTING SPECIALIST 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	DANIELS, ANGELA M TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	DAVIS, ADELINN FAITH TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
	DEAN, ALAINA LYNN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
	DOWELL, ANTONIO TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	DOWELL, CHRISTOPHER MICHAEL TRN SHOP MANAGER 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	DRURY, LINNIE L TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional

VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	EARNHARDT, MATTHEW RYAN TRN PARTS MANAGER 12 MO SU	Transportation	12 MO SU / Annual
0.9	EDENFIELD, DEBRA K KHE BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights Elementary	9 MON SU / Multi-Year Conditional
	ETHRIDGE, SANDY ANN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	FOGARTY, SARAH RUTH TRN PAYROLL SUPPORT ASST 12 MO SU	Transportation	12 MO SU / Annual
	FOGERTY, JOHN B TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	FOSTER, LENORRIS TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	FOUNTAIN, LAUREN MICHELE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	FOX, ALICHA LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	GALLOWAY-OKELLEY, JENNIFER M TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
	GAMBRELL, JOSHUA MICHAEL TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	GASID, RYAN TORIO TRN ROUTING SPECIALIST 12 MO SU	Transportation	12 MO SU / Annual
	GILBERT, MICHELLE LYN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
0.9	GIVENS, ANGELA M KHE BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights Elementary	9 MON SU / Multi-Year Conditional
	GORDON, SHANNON RENEE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	GRAY, DOREEN MARIE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
	GREEN, CAROL SUE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	GREEN, REBECCA MICHELLE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	GREENFIELD, KENYUTTA HONORE	Transportation	TRANSPOR / Annual

VI. Support Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
TRN BUS DRIVER TRANSPOR		
GROFF, PATRICIA ANN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
GUARIN, CARLOS ANDRES TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
HALL, CYNTHIA JEAN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HALL, TAMSIN R TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HAMILTON, NATHAN ZENAS TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
HARGROVE, ROBIN ARCHBELL TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
HARVEY, JOHN ALLEN TRN FUEL ATTENDANT 9 MON SU	Transportation	9 MON SU / Multi-Year Conditional
HASELD, DAVID L TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
HATCHER, BRENDA G TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HATTAUGH, TERRI JO TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HENNING, HOWARD L TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
HERRHOLTZ, SAMANTHA MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
HERRING, JOSEPH GLYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HINGSON-GREEN, DAWN M TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HIRSCH, LISA MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
HORNER, MICHAEL P TRN SHOP MANAGER 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
HUMPHREY, CLARA MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
ISOM, SHANNON DIONNE TRN TRAN TECHNOLOGY SPEC	Transportation	12 MO SU / Annual

VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	12 MO SU		
	JAEGER, SHIRLEY M TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
	JAY CLANTON, MICHELLE D TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	JOHNSON, BENNIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	JOHNSON, JEANNETTA JACQUETTA TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	JOHNSON, MARGIE L TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
	JONES, SHIRLEY JEAN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	JONES-SMITH, SHAWAN TRANESE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
0.9	KENT, KAYLEE ANN OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	9 MON SU / Annual
	KINCHEN, ARTHUR M TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	KINCHEN, NANCY LEONA TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
	KINKTON, ROBERT JOSEPH TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	KOLOSKY, PATRICIA IRENE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
0.9	KUSHNER, DEBORAH ANN TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	9 MON SU / Multi-Year Conditional
	LAFORTUNE, DAMOCLES TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	LAILER, MARK E TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	LANE, NANCY LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	LANGLEY, MICHAEL EUGENE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual

VI. Support Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
LEDGER, KELLY DEANNE TRN ADMINSTRATIVE SECRETARY 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
LEE, BOBBIE SUE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
LEE, ROBERT E TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
LIBERT, LAURA J TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
LITTLE, CHARLES EDWARD TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
LONGMIRE, JACKIE E TRN BUS DRIVER/ DR TRAINER 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
LOVE, SYLVIA MAE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
MALONEY, DANIEL JAMES TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MANIRE, SHARON LEE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MARQUEZ, MARIA JESUS TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
MARTINEZ NOVAS, JULIO MIGUEL TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
MARTINEZ, ALYSSA MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
MATTINGLY, LORES MAUREEN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
MAY, MELANIE LEE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
MCCULLAR, TERA L TRN ADMIN SUPPORT ASSISTANT 12 MO SU	Transportation	12 MO SU / 3rd year annual, support
MCFARLAND, GLORIA MARY TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MC GEE, DANNY THOMAS TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MCGLAMERY, KEVIN DAVID TRN BUS DRIVER/ DR TRAINER	Transportation	12 MO SU / 3rd year annual, support

VI. Support Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
12 MO SU MELTON, WINONA LEONA TRN ROUTING SPECIALIST 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
MOCK, BRENDA LEE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MONTROSE, JEAN MARC TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
MOORE, STEPHEN DOUGLAS TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MORENO, VICTOR A TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
MORGAN, DONNA LOUISE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
MORRIS, TERRY LYNN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
MOSLEY, PRISCILLA DENISE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
NAU, PRECIOSA F TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
NEEL, ANNE MARIE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
NEWTON, HALEY AUTUMN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
NOBLES, SABRINA S TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
O CONNELL, HUGH V TRN MECHANIC ASSISTANT 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
OBOSLA, HOLLY K TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
OLSON, BECKY LEA TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
OSNAYO, JUAN R TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
PADGETT, MARGARET E TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
PADGETT, MICHELLE L TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional

VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	PALLADINO, PEGGY DELANE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	PAPA, MILTIADH TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
0.9	PARALES, AIMEE SIDES KHE BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights Elementary	9 MON SU / Annual
	PARKER, DEBRA CAROLINE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
	POLAND III, JOHN THERON TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	PRUITT, ALICIA ANN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
	REWINKEL, ROBERT EDWARD TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	REWIS, DARLA TAYLOR TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	RIOS JR, ALBERTO TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	RIVERA, IRENE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	RIVIERE, CHARLES RUSSELL TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	RODERICK, RACHEL ANN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	RODGERS, GLENN TRN BUS DRIVER/ DR TRAINER 12 MO SU	Transportation	12 MO SU / 3rd year annual, support
	RODRIGUEZ SICKLER, MAYRA MEMIJE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	RODRIGUEZ-GARCIA, ERIC ABRAHAM TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	ROMAN, ANA LUISA TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	ROSELLI, PAUL W TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
	SAVOY, MELISSA ANN TRN BUS DRIVER	Transportation	TRANSPOR / Multi-Year Conditional

VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	TRANSPOR		
	SEELEY, JEFFREY CHARLES TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	SHAFER, AMANDA L TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	SHIPLEY, AMY JEAN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	SIEWERT, DEBORAH L TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	SMITH, AMY MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	SMITH, MARSHALL ANTHONY TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	SNYDER, KERRIE ANN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	SPENCER, TAMMY L TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
	SPIVEY, BRENDA LYNN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	STREIB, SAMANTHA RENEE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
0.9	TAYLOR, DAWN MARIE RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	9 MON SU / Multi-Year Conditional
	TAYLOR, KRISTEN BLAIR TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	THOMAS, DEYVON MARTAVIOUS TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	THOMAS, JAMOUR ROBINSON TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual
	THOMAS, LYNN THROWER TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
	TRIPP, VALERIE J TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
	TUCKER, BRIAN ALLEN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
	TURNER, SUSAN MAY TRN BUS DRIVER	Transportation	TRANSPOR / Annual

VI. Support Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
TRANSPOR		
VALLE, CHRISTINE DENICE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
VELAZQUEZ, AIDELIZ TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
WACHTER, NICOL S TRN ADMIN SUPPORT ASSISTANT 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
WALL, CANDIDA MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
WARREN, LORI MARIE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
WASHINGTON, SHELLEY Y TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
WATERS, SUZANNE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support
WEISKITTEL, ELISABETH MANUELA TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
WHITENER, THERESA ANN TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
WIGGINS, PATRICIA A TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR /
WILLIAMS, ZENDA GOLDSBY TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
WILLIE, LAURA LEIGH TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
WITHROW, STEVEN GREGORY TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
WOODS, FAITH TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
YASMINE, JOE G TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual
YEARWOOD, GLADYS ECHEVARRIA TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
YORK, DEBRA BRIANNE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support

VI. Support Actions

C. RE-DESIGNATION

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
DOCI, VERONIKE GPE CAFE ASSISTANT 5.75 HOURS 9 MON SU	Grove Park Elementary	Effective 2024-08-30 / redesignated from / GPE CAFE ASSISTANT 5.25 HOURS / 9 MON SU
NUCCIO, SARA ROSE GPE CAFE ASSISTANT 4.75 HOURS 9 MON SU	Grove Park Elementary	Effective 2024-08-30 / redesignated from / GPE CAFE ASSISTANT 4.5 HOURS / 9 MON SU
PAINTER, ALBERT E OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2024-09-16 / redesignated from / CVA CUSTODIAN / 12 MO SU
PAINTER, SHELLY LYNN OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2024-09-16 / redesignated from / ACE CUSTODIAN / 12 MO SU
SANTIAGO FIGUEROA, LIOMARYS GPE CAFE ASSISTANT 6.25 HOURS 9 MON SU	Grove Park Elementary	Effective 2024-08-30 / redesignated from / GPE CAFE ASSISTANT 6 HOURS / 9 MON SU

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VI. Support Actions

D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	ALVES, CHRISTOPHER DAVID CGE CUSTODIAN 12 MO SU	Coppergate Elementary	Effective 2024-10-21 /transfer from / OHS CUSTODIAN
	ARNOLD, DANA M CHE CUSTODIAN 12 MO SU	Clay Hill Elementary	Effective 2024-10-21 /transfer from / MNT CUSTODIAN
	BEYER, PATRICK R LES CUSTODIAN 12 MO SU	Division of Support Srvc	Effective 2024-11-18 /transfer from / MNT CUSTODIAN
0.9	CHRISTIAN, JENNIFER DAWN BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2024-11-04 /transfer from / GCJ BEHAVIORAL HEALTH ASST
	FREDERICK, TAMMY DIXON LJH MEDIA TECHNICAL ASST 10 MONTH	Lakeside Junior High	Effective 2024-12-03 /transfer from / LJH SCHOOL SEC ADMINISTRATION
	HAYS, JOSEPHINE B SPS CAFE ASSISTANT 6.5 HOURS 9 MON SU	Clay High	Effective 2024-11-18 /transfer from / CHS CAFE ASSISTANT 6.75 HOURS
	KIELY, AMY LAUREL OPH ST RECORD SEC 12 MO 12 MO SU	Orange Park High	Effective 2024-11-01 /transfer from / OPH TESTING/ADMIN SUPPORT ASST
0.9	MANN, CHAROLETTE REBECCA KHH TITLE 1 ASSISTANT 9 MON SU	Keystone Heights High School	Effective 2024-10-21 /transfer from / KHE BEHAVIORAL HEALTH ASST
	MYERS, MATTHEW M CHS CAFE VAN DRIVER 7.5 HOURS 9 MON SU	Clay High	Effective 2024-11-04 /transfer from / CHS CAFE ASSISTANT 5 HOURS
0.9	SOLOMON, KENISHA KEERA RHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2024-11-04 /transfer from / TRN ESE ASST/BUS MONITOR
0.9	THOMAS, VERNISHA KEYANNA LYNA OHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2024-12-02 /transfer from / RHS BEHAVIORAL HEALTH ASST

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	
	AUGUSTIN, CHELSY CHERELLE MCE CAFE ASSISTANT 5.25 HOURS 9 MON SU	Montclair Elementary	Effective 2024-10-23 RESIGNATION
	BLACK, WILLIAM KING TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-10-21 CONCLUDE EMPLOYMENT
0.9	BRAMLETT, ELLIANNE T WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2024-10-15 RESIGNATION
	BRASHEAR, MELISSA LINETTE SPC GENERIC CLASSROOM ASSISTAN 9 MON SU	Swimming Pen Creek Elem	Effective 2024-09-27 CONCLUDE EMPLOYMENT
	BROWN, BENJAMMIN LAZACCHAEUS LES CUSTODIAN 12 MO SU	Lakeside Elementary	Effective 2024-10-30 RESIGNATION
	BROWN, DENISHA A BAF PAYROLL ASSISTANT CONFIDEN	Business Affairs	Effective 2024-11-13 RESIGNATION
	DAVIES, ASHLEY ELIZABETH OPH ST RECORD SEC 12 MO 12 MO SU	Orange Park High	Effective 2024-10-31 RESIGNATION
0.9	DAVIS, JASMINE BIANCA OHS GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf High School	Effective 2024-11-20 RESIGNATION
	DUNLAP, DENISE B CHS SCHOOL SEC ADMINISTRATION 10 MONTH	Clay High	Effective 2025-01-10 RETIREMENT
	E0206153 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2024-10-22 RESIGNATION
0.9	ERWIN, ELEANOR THERESA ROE GENERAL ASSISTANT 9 MON SU	Rideout Elementary	Effective 2024-10-16 RESIGNATION
	FLANDERS, TAMARA TRIEST KHE CAFE ASSISTANT 4 HOURS 9 MON SU	Keystone Heights Elementary	Effective 2025-05-30 CONCLUDE EMPLOYMENT
	FLYNN, KATHI RHS SCHOOL SEC ADMINISTRATION 10 MONTH	Ridgeview High School	Effective 2024-12-02 RESIGNATION
	FOLEY, SARAH J KHH CAFE ASSISTANT 5.5 HOURS 9 MON SU	Keystone Heights High School	Effective 2024-11-22 RESIGNATION
	GRIFFIN, DANIELLE LAVONNE DOE CAFE ASSISTANT 6.25 HOURS 9 MON SU	Discovery Oaks Elementary	Effective 2024-11-01 RESIGNATION
	HAMILTON, HAILEY ELIZABETH TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-11-01 RESIGNATION

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	
	HAYMON COLSON, JOSHUA C MNT HVAC TECH 12 MO SU	Division of Support Svcs	Effective 2024-11-01 RESIGNATION
	HAYNES, LETTICIA ANAIS WES CAFE ASSISTANT 3.5 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-10-04 RESIGNATION
0.9	HEAD, TAUSHA NIKOLE CGE BEHAVIORAL HEALTH ASST LNG TRM	Coppergate Elementary	Effective 2024-10-15 RESIGNATION
	HEIDLEBERG, JONNIE SUE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-08-12 CONCLUDE EMPLOYMENT
	HOGARTH, CHRISTINA RENE OHS CAFE ASSISTANT 5 HOURS 9 MON SU	Oakleaf High School	Effective 2024-10-25 RESIGNATION
0.9	MCCALL, WENDY F OHS GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf High School	Effective 2024-10-21 RESIGNATION
0.9	MUNOZ, SERENITY JIN GPE BEHAVIORAL HEALTH ASST 9 MON SU	Grove Park Elementary	Effective 2024-11-15 RESIGNATION
	PENCHANSKY, ADAM D MNT HVAC TECH 12 MO SU	Division of Support Svcs	Effective 2024-10-24 CONCLUDE EMPLOYMENT
	POWERS, KARLA ANN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-11-15 RESIGNATION
	SCHOEN, DEBRA ANN SPS REGISTERED NURSE 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2024-11-15 RESIGNATION
	SEVILLA DE MARTINEZ, ANA AUXILIADORA CHS CAFE ASSISTANT 5 HOURS 9 MON SU	Clay High	Effective 2024-10-08 RESIGNATION
	SHEFFIELD, AMANDA JENNIFER WES CAFE ASSISTANT 5.75 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-10-22 RESIGNATION
	SMITH, JONIKA DENISE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-10-31 RESIGNATION
	TOLLEFSON, ANDREA CHRISTINA SPS SCHOOL SECRETARY 10 MONTH 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2024-11-22 RESIGNATION
	TRIMMER, JASON DAVID KHE CUSTODIAN 12 MO SU	Keystone Heights Elementary	Effective 2024-11-08 RESIGNATION
	UNDERHILL, MARIA GREGORIANA	Oakleaf Village Elementary	Effective 2024-11-01 CONCLUDE EMPLOYMENT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	
	OVE CAFE ASSISTANT 6.75 HOURS 9 MON SU		
0.9	VELVET ALLEN, FALLON ALISHA OVE BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Village Elementary	Effective 2024-11-07 CONCLUDE EMPLOYMENT
	WHITE, MELISSA JOYNER MRE CAFE ASSISTANT 5.5 HOURS 9 MON SU	Mcrae Elementary	Effective 2024-09-30 RESIGNATION
0.9	WHITEHEAD JR, WILLIAM HENRY OHS GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf High School	Effective 2024-11-04 RESIGNATION
	WILLIAMS, ANNIE MATHEWS MNT CUSTODIAN 12 MO SU	Division of Support Srvcs	Effective 2024-11-08 RESIGNATION
	WOODCOCK, SHAWNA ONEAL PES CUSTODIAN 12 MO SU	Robert M. Paterson Elementary	Effective 2024-10-29 RESIGNATION

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VI. Support Actions

F. SUPPLEMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
COOK, KELLY J KHH WEIGHTLIFTING HD JH SUPPLEME	Keystone Heights High School	Resignation
COOK, KELLY J KHH WEIGHTLIFTING HD SH SUPPLEME	Keystone Heights High School	Appointment
THOMAS-GRIFFIN, KEVIN K OHS BASKETBALL ASST SH SUPPLEME	Oakleaf High School	Appointment
WYATT, NOAH DAWTON MHS FOOTBALL ASST SH 75% SUPPLEME	Middleburg High	Appointment

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December 12, 2024 Regular School Board Meeting

Title

C5 - Complete Salary Schedule 2024-2025

Description

Florida Statutes 1012.22 and 1012.27 require the district school board and superintendent to adopt a salary schedule to be used as a basis for paying school district employees.

The attached proposed 2024-2025 Salary Schedule represents the ratified contracts for both Clay County Education Association (CCEA) and Clay Educational Staff Professional Association Local 7409 (CESPA), including the proposed administrative salary increases. The administrative salary adjustment for the 2024-2025 school year is equivalent to a 2.34% increase and Master's Degree Differential for school-based administration, district administration, and cafeteria managers, who are currently employed in an administrative position.

Gap Analysis

Annual approval of Salary Schedules are required pursuant to section F.S. 1011.60(4).

Previous Outcomes

Collective Bargaining agreement with both CESPA ratified on November 7, 2024 and CCEA ratified on September 17, 2024. The Complete Salary Schedule was last brought to the Board on February 1, 2024.

Expected Outcomes

Approval of the 2024-2025 Salary Schedule as presented.

Strategic Plan Goal

Goal 2: Talent Recruitment, Development and Retention.

Recommendation

Approve the 2024-2025 Salary Schedule as presented.

Contact

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Financial Impact

Total District Financial Impact, including benefits: approximately \$9,148,475.00

Review Comments

Attachments

[Proposed 2024-2025 Salary Schedule.pdf](#)

CLAY COUNTY DISTRICT SCHOOLS



Salary Schedule

~~2023-2024~~ **2024-2025**

School Board Approval:

~~February 1, 2024~~ **December 12, 2024**

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**Section I: Administrative, Management, Supervisory,
Confidential**



Table I: Title of Position for Administrative/Management and Supervisory Personnel Salary Schedule

~~2023-2024~~ 2024-2025 Salary Schedule

Title of Position for Administrative/Management and Supervisory Personnel Salary Schedule

SALARY SCHEDULE TITLE	POSITION TITLE
Coordinator IV	<ul style="list-style-type: none"> ● Food Service Specialist ● Area Manager ● Graphic Designer ● Coordinator of Routing ● Marketing and Farm to School Coordinator ● Vice President of the Clay Education Foundation
Coordinator III	<ul style="list-style-type: none"> ● Transportation Specialist ● Technology Services Manager ● Coordinator of Workforce Development ● District Threat Management Coordinator
Coordinator II	<ul style="list-style-type: none"> ● Coordinator of Procurement / Buyer ● Coordinator of School Food and Nutrition Services ● Project Budget and Purchasing Coordinator ● Chief of Staff ● Building Automation System (BAS) Coordinator ● President/CEO of the Clay Education Foundation ● Coordinator of Health and Wellness ● Coordinator of Accounting ● Coordinator of Health Benefits
Coordinator I	<ul style="list-style-type: none"> ● Coordinator of Payroll Activities ● Chief Building Inspector ● Coordinator of Communications and Media Partnerships ● Technology Services Coordinator ● Coordinator of Strategic Planning and Community Partnerships ● Coordinator of School Choice and Charter Schools ● Coordinator of Exceptional Student Education ● Coordinator of Accounts Payable ● Coordinator of Accounting / Budget ● Coordinator or Risk Management ● Coordinator of Property Control ● Coordinator of Nursing Services ● Coordinator of Student Engagement ● Coordinator of Internal Accounts ● Coordinator of District Athletics and Development ● Coordinator of Multi-Tiered Systems of Support (MTSS) ● Coordinator of Teacher Support ● Data Scientist for School Improvement ● Lead Building Automation Systems (BAS) Coordinator ● Coordinator of Mental Health Services ● Family and Community Engagement Coordinator
Supervisor III	<ul style="list-style-type: none"> ● Supervisor of Transportation Services ● Maintenance Supervisor – Technical and General

	<ul style="list-style-type: none"> ● Project Manager ● Supervisor of Planning and Intergovernmental Relations
Supervisor II	<ul style="list-style-type: none"> ● Supervisor of Exceptional Student Education ● Supervisor of Adult/Community Education ● Supervisor of Reading and Early Literacy ● Supervisor of Purchasing and Material Management ● Supervisor of Instructional Resources/STEM ● Supervisor of Technology Services ● Supervisor of Federal Programs ● Supervisor of Certified Teacher Placement ● Supervisor of Payroll Activities ● Supervisor of the English for Speakers of Other Languages (ESOL) Program ● Supervisor of Risk Management & Employee Benefits ● Supervisor of Safety and Security ● Supervisor of Multi-Tiered System of Supports (MTSS)
Supervisor I	<ul style="list-style-type: none"> ● ESE SEDNET Supervisor ● Supervisor of Career & Technical Education, Community and Business Partnerships ● Supervisor of Career & Technical Education, Program Implementation ● Supervisor of Instructional Personnel Services ● Supervisor of Mental Health and Wellness Services ● Supervisor of School Improvement & Leadership Development ● Supervisor of Assessment & Accountability
Director III	<ul style="list-style-type: none"> ● Building Official
Director I	<ul style="list-style-type: none"> ● Director of Information Services ● Director of Exceptional Student Education ● Director of Facility Planning and Construction ● Director of Support Personnel Services ● Director of Assessment, Accountability, and School Support ● Director of Instructional Personnel Services ● Director of Transportation ● Director of Exceptional Student Education ● Director of K12 Academic Support Services ● Director of Professional Development, School Improvement and Assessment ● Director of Maintenance ● Director of Food and Nutrition Services ● Director of Finance ● Director of Climate & Culture ● Director of Safety & Security
Assistant Principal	<ul style="list-style-type: none"> ● Assistant Principal
Vice Principal	<ul style="list-style-type: none"> ● Vice Principal
Principal	<ul style="list-style-type: none"> ● Principal
Administrator on Assignment	<ul style="list-style-type: none"> ● Administrator on Assignment
Assistant Superintendent	<ul style="list-style-type: none"> ● Assistant Superintendent for Human Resources ● Assistant Superintendent for Business Affairs ● Assistant Superintendent for Operations

- Chief Academic Officer
- Chief of Secondary Education
- Chief of Elementary Education

School Board Revised: ~~02/04/2021, 02/03/2022, 11/03/2022, 02/01/2024~~, 12/12/2024

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Control Factors

Control Factors for Administrative/Management and Supervisory Personnel Salary Schedule

Unless otherwise recommended by the Superintendent, all persons being placed on the schedule for the first time will be assigned to step 0 for the pay grade appropriate to their position. The Superintendent may assign placement above step 0 subject to School Board approval to (a) ensure that one who is a teacher in the district will not receive a “pay cut” when compared to their teaching salary projected for twelve months, or (b) provide an added incentive to a person with critically needed skills. Under no circumstances will a person being placed on the schedule for the first time be placed above step 23.

When a person already on the administrative salary schedule is assigned a new district level position on the schedule, the person will be placed on the salary schedule (pay grade/step) for the new position closest to their current salary, including supplements, if applicable. The person would not maintain the same step status for the new district level position unless a decrease in overall salary would result. This paragraph shall apply only to an administrator whose move is to a district level administrative position.

A district level administrator who accepts a school based administrative position shall maintain his/her step on the schedule when assigned to the new pay grade.

Unless the Superintendent takes overt action to withhold an increment, each person will advance one step on the schedule up through step 23 for each year of administrative/management experience within the Clay County Schools except as follows:

1. If an administrator (including a Cafeteria Manager) receives an unsatisfactory rating on his/her annual performance evaluation and the Superintendent recommends reappointment to an administrative position for the following year, the administrator will receive the same salary in the next school year as he/she received during the unsatisfactory year of service. Such administrator will be ineligible for any step, supplement or base salary pay increase. This freeze will apply for, at least, the school year following the administrator’s receipt of an unsatisfactory evaluation.
2. If, during the frozen salary year, the administrator earns a satisfactory evaluation, he/she will be placed back on the salary schedule for the following year and, if otherwise eligible, receive any step increase approved by the Board.
3. If the administrator referenced in 1. above receives satisfactory ratings on the final performance evaluations for each of the two (2) years following the receipt of an unsatisfactory rating, the administrator will be eligible, the third year, for any salary step and/or step amount that would have applied had the administrator never earned an unsatisfactory evaluation.

If the situation arises where the chief officer of a school makes less money than another person in that school, the situation shall be brought to the attention of the School Board to be considered on a case by case basis.

Administrative positions are 12-month positions unless otherwise approved in the allocation document. The salary and applicable supplement of a-less-than-12-month administrator shall be prorated based on the number of contract days times the daily rate of pay established in the Administrative Salary Tables contained herein.

The 10 or 11-month calendar for an administrator shall be the same as that established for other 10 (196 days) or 11 (216 days) - month employees.

Revised: ~~09/20/2012~~, 11/03/2022

Table II: Pay Grades

Pay Grades for Administrative/Management and Supervisory Personnel Salary Schedule

PAY GRADE	SALARY SCHEDULE TITLE
112	Coordinator IV
125	Coordinator III
140	Coordinator II
155	Coordinator I
168	Assistant Principal (Base)
168	Vice Principal (Base)
173	Supervisor III
173	Director III
193	Supervisor II
193	Director II
200	Principal Special School (Base)
200	Principal (Base)
200	Supervisor I
215	Director I
See Below*	Administrator on Assignment
238	Assistant Superintendent

*An administrator will maintain his/her contracted salary earned immediately prior to the transfer/redesignation as an Administrator on Assignment for the balance of the school year during which the transfer/redesignation takes place.

Revised: 04/06/2017

Table III: Indices for Pay Grades

Indices for Each Pay Grade/Step for Administrative/Management and Supervisory Personnel Salary Schedule

Pay Grades	STEPS															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
100	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.300	1.330	1.360	1.390	1.420	1.450
110	1.100	1.130	1.160	1.190	1.220	1.250	1.280	1.310	1.340	1.370	1.400	1.430	1.460	1.490	1.520	1.550
112	1.120	1.150	1.180	1.210	1.240	1.270	1.300	1.330	1.360	1.390	1.420	1.450	1.480	1.510	1.540	1.570
115	1.150	1.180	1.210	1.240	1.270	1.300	1.330	1.360	1.390	1.420	1.450	1.480	1.510	1.540	1.570	1.600
125	1.250	1.280	1.310	1.340	1.370	1.400	1.430	1.460	1.490	1.520	1.550	1.580	1.610	1.640	1.670	1.700
128	1.280	1.310	1.340	1.370	1.400	1.430	1.460	1.490	1.520	1.550	1.580	1.610	1.640	1.670	1.700	1.730
133	1.330	1.360	1.390	1.420	1.450	1.480	1.510	1.540	1.570	1.600	1.630	1.660	1.690	1.720	1.750	1.780
135	1.350	1.380	1.410	1.440	1.470	1.500	1.530	1.560	1.590	1.620	1.650	1.680	1.710	1.740	1.770	1.800
140	1.400	1.430	1.460	1.490	1.520	1.550	1.580	1.610	1.640	1.670	1.700	1.730	1.760	1.790	1.820	1.850
143	1.430	1.460	1.490	1.520	1.550	1.580	1.610	1.640	1.670	1.700	1.730	1.760	1.790	1.820	1.850	1.880
145	1.450	1.480	1.510	1.540	1.570	1.600	1.630	1.660	1.690	1.720	1.750	1.780	1.810	1.840	1.870	1.900
150	1.500	1.530	1.560	1.590	1.620	1.650	1.680	1.710	1.740	1.770	1.800	1.830	1.860	1.890	1.920	1.950
155	1.550	1.580	1.610	1.640	1.670	1.700	1.730	1.760	1.790	1.820	1.850	1.880	1.910	1.940	1.970	2.000
158	1.580	1.610	1.640	1.670	1.700	1.730	1.760	1.790	1.820	1.850	1.880	1.910	1.940	1.970	2.000	2.030
163	1.630	1.660	1.690	1.720	1.750	1.780	1.810	1.840	1.870	1.900	1.930	1.960	1.990	2.020	2.050	2.080
168	1.680	1.710	1.740	1.770	1.800	1.830	1.860	1.890	1.920	1.950	1.980	2.010	2.040	2.070	2.100	2.130
173	1.730	1.760	1.790	1.820	1.850	1.880	1.910	1.940	1.970	2.000	2.030	2.060	2.090	2.120	2.150	2.180
175	1.750	1.780	1.810	1.840	1.870	1.900	1.930	1.960	1.990	2.020	2.050	2.080	2.110	2.140	2.170	2.200
180	1.800	1.830	1.860	1.890	1.920	1.950	1.980	2.010	2.040	2.070	2.100	2.130	2.160	2.190	2.220	2.250
183	1.830	1.860	1.890	1.920	1.950	1.980	2.010	2.040	2.070	2.100	2.130	2.160	2.190	2.220	2.250	2.280
188	1.880	1.910	1.940	1.970	2.000	2.030	2.060	2.090	2.120	2.150	2.180	2.210	2.240	2.270	2.300	2.330
193	1.930	1.960	1.990	2.020	2.050	2.080	2.110	2.140	2.170	2.200	2.230	2.260	2.290	2.320	2.350	2.380
195	1.950	1.980	2.010	2.040	2.070	2.100	2.130	2.160	2.190	2.220	2.250	2.280	2.310	2.340	2.370	2.400
200	2.000	2.030	2.060	2.090	2.120	2.150	2.180	2.210	2.240	2.270	2.300	2.330	2.360	2.390	2.420	2.450
208	2.080	2.110	2.140	2.170	2.200	2.230	2.260	2.290	2.320	2.350	2.380	2.410	2.440	2.470	2.500	2.530
215	2.150	2.180	2.210	2.240	2.270	2.300	2.330	2.360	2.390	2.420	2.450	2.480	2.510	2.540	2.570	2.600
225	2.250	2.280	2.310	2.340	2.370	2.400	2.430	2.460	2.490	2.520	2.550	2.580	2.610	2.640	2.670	2.700
238	2.380	2.410	2.440	2.470	2.500	2.530	2.560	2.590	2.620	2.650	2.680	2.710	2.740	2.770	2.800	2.830
250	2.500	2.530	2.560	2.590	2.620	2.650	2.680	2.710	2.740	2.770	2.800	2.830	2.860	2.890	2.920	2.950
280	2.800	2.830	2.860	2.890	2.920	2.950	2.980	3.010	3.040	3.070	3.100	3.130	3.160	3.190	3.220	3.250

Pay Grades	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
100	1.480	1.510	1.540	1.570	1.600	1.630	1.660	1.690	1.720	1.750	1.780	1.810	1.840	1.870	1.900
110	1.580	1.610	1.640	1.670	1.700	1.730	1.760	1.790	1.820	1.850	1.880	1.910	1.940	1.970	2.000
112	1.600	1.630	1.660	1.690	1.720	1.750	1.780	1.810	1.840	1.870	1.900	1.930	1.960	1.990	2.020
115	1.630	1.660	1.690	1.720	1.750	1.780	1.810	1.840	1.870	1.900	1.930	1.960	1.990	2.020	2.050
125	1.730	1.760	1.790	1.820	1.850	1.880	1.910	1.940	1.970	2.000	2.030	2.060	2.090	2.120	2.150
128	1.760	1.790	1.820	1.850	1.880	1.910	1.940	1.970	2.000	2.030	2.060	2.090	2.120	2.150	2.180
133	1.810	1.840	1.870	1.900	1.930	1.960	1.990	2.020	2.050	2.080	2.110	2.140	2.170	2.200	2.230
135	1.830	1.860	1.890	1.920	1.950	1.980	2.010	2.040	2.070	2.100	2.130	2.160	2.190	2.220	2.250
140	1.880	1.910	1.940	1.970	2.000	2.030	2.060	2.090	2.120	2.150	2.180	2.210	2.240	2.270	2.300
143	1.910	1.940	1.970	2.000	2.030	2.060	2.090	2.120	2.150	2.180	2.210	2.240	2.270	2.300	2.330
145	1.930	1.960	1.990	2.020	2.050	2.080	2.110	2.140	2.170	2.200	2.230	2.260	2.290	2.320	2.350
150	1.980	2.010	2.040	2.070	2.100	2.130	2.160	2.190	2.220	2.250	2.280	2.310	2.340	2.370	2.400
155	2.030	2.060	2.090	2.120	2.150	2.180	2.210	2.240	2.270	2.300	2.330	2.360	2.390	2.420	2.450
158	2.060	2.090	2.120	2.150	2.180	2.210	2.240	2.270	2.300	2.330	2.360	2.390	2.420	2.450	2.480
163	2.110	2.140	2.170	2.200	2.230	2.260	2.290	2.320	2.350	2.380	2.410	2.440	2.470	2.500	2.530
168	2.160	2.190	2.220	2.250	2.280	2.310	2.340	2.370	2.400	2.430	2.460	2.490	2.520	2.550	2.580
173	2.210	2.240	2.270	2.300	2.330	2.360	2.390	2.420	2.450	2.480	2.510	2.540	2.570	2.600	2.630
175	2.230	2.260	2.290	2.320	2.350	2.380	2.410	2.440	2.470	2.500	2.530	2.560	2.590	2.620	2.650
180	2.280	2.310	2.340	2.370	2.400	2.430	2.460	2.490	2.520	2.550	2.580	2.610	2.640	2.670	2.700
183	2.310	2.340	2.370	2.400	2.430	2.460	2.490	2.520	2.550	2.580	2.610	2.640	2.670	2.700	2.730
188	2.360	2.390	2.420	2.450	2.480	2.510	2.540	2.570	2.600	2.630	2.660	2.690	2.720	2.750	2.780
193	2.410	2.440	2.470	2.500	2.530	2.560	2.590	2.620	2.650	2.680	2.710	2.740	2.770	2.800	2.830
195	2.430	2.460	2.490	2.520	2.550	2.580	2.610	2.640	2.670	2.700	2.730	2.760	2.790	2.820	2.850
200	2.480	2.510	2.540	2.570	2.600	2.630	2.660	2.690	2.720	2.750	2.780	2.810	2.840	2.870	2.900
208	2.560	2.590	2.620	2.650	2.680	2.710	2.740	2.770	2.800	2.830	2.860	2.890	2.920	2.950	2.980
215	2.630	2.660	2.690	2.720	2.750	2.780	2.810	2.840	2.870	2.900	2.930	2.960	2.990	3.020	3.050
225	2.730	2.760	2.790	2.820	2.850	2.880	2.910	2.940	2.970	3.000	3.030	3.060	3.090	3.120	3.150
238	2.860	2.890	2.920	2.950	2.980	3.010	3.040	3.070	3.100	3.130	3.160	3.190	3.220	3.250	3.280
250	2.980	3.010	3.040	3.070	3.100	3.130	3.160	3.190	3.220	3.250	3.280	3.310	3.340	3.370	3.400
280	3.280	3.310	3.340	3.370	3.400	3.430	3.460	3.490	3.520	3.550	3.580	3.610	3.640	3.670	3.700

Table IV-A: Table of Factors

2023-2024 ~~2024-2025~~ Salary Schedule Table of Factors - School Based Administrators Based on 260 Day Contract

Add the following supplements to the base salary for school administrators (principal, assistant principal, and vice principal). Supplements are stated in terms of indices of a base of \$38,500.

BASE SALARY: (Index X ~~\$42,750~~ 43,750):

Administrator	Pay Grade	Starting Salary
Assistant/Vice Principal	168	71,820 <u>73,500</u>
Principal	200	85,500 <u>87,500</u>

PERFORMANCE PAY:

Salary adjustments will be made in compliance with Florida Statutes for school based administrators using the following performance pay model:

$$\text{Performance Pay dollars} = (\#HE)(1.34XZ) = (\#E)(X)$$

The base salary for school based administrators will be determined individually each year using the base salary of the administrator from the previous year and applying any performance pay salary adjustment for the following year.

SUPPLEMENTS:

A.	School Level	Principal	Vice Principal	Assistant Principal
	Special School	.12	--	.07
	Elementary	0	--	0
	Middle/Junior High	.12	.10	.07
	High School	.15	.12	.07
	Virtual School	.10 (Effective 2024-2025 SY)		

B.	Population of School	Category	Weighted FTE Factors	Amount
		I	Less than 750	0
		II	Greater than 749 & Less than 1800	.07 (Principal Only) .05 (Asst/Vice Principal only)
		III	Greater than 1799	.12 (Principal Only) .06 (Asst/Vice Principal only)

*An administrator who is involuntarily transferred to a Principal on Assignment position will maintain his/her contracted salary and related supplement(s) for the balance of the school year during which the transfer takes place.

**See Table IV-B

Revised ~~06/20/2013, 04/06/2017, 11/07/2019, 02/04/2021, 02/03/2022, 11/03/2022, 02/01/2024~~ 12/12/2024

Table IV-B: Weighted FTE Factors (based on 2022-2023 SY)

School Name	Unweighted	Weighted
Argyle Elementary	791.50	854.23
Charles E. Bennett Elementary	608.90	657.35
Clay High	1,483.58	1,501.20
Clay Hill Elementary	435.41	471.53
Coppergate Elementary	602.77	652.78
Discovery Oaks Elementary	981.04	1,049.77
Doctors Inlet Elementary	568.69	610.45
Fleming Island Elementary	724.79	835.31
Fleming Island High	1,737.55	1,738.95
Green Cove Springs Junior High	785.41	788.58
Grove Park Elementary	441.78	478.82
Keystone Heights Elementary	795.59	884.26
Keystone Heights High	1,081.40	1,131.23
Lake Asbury Elementary	972.96	1,058.60
Lake Asbury Junior High	1,024.56	1,040.40
Lakeside Elementary	813.24	877.72
Lakeside Junior High	860.04	896.95
McRae Elementary	524.28	595.25
Middleburg Elementary	563.26	606.58
Middleburg High	1,667.41	1,697.45
Montclair Elementary	413.17	444.47
Oakleaf High	2,161.39	2,182.81
Oakleaf Junior High	1,104.21	1,116.74
Oakleaf Village Elementary	996.53	1,082.19
Orange Park Elementary	473.56	509.56
Orange Park High	1,671.92	1,682.08
Orange Park Junior High	724.20	730.12
Plantation Oaks Elementary	936.76	1,052.54
Rideout Elementary	496.61	556.30
Ridgeview Elementary	583.11	664.33
Ridgeview High	1,663.01	1,769.54
Robert M. Paterson Elementary	1,110.51	1,194.57
S. Bryan Jennings Elementary	498.42	542.09
Shadowlawn Elementary	708.94	762.75
Spring Park Elementary		
Swimming Pen Creek Elementary	469.67	503.91
Thunderbolt Elementary	899.35	997.92
Tynes Elementary	1,020.94	1,159.06
W.E. Cherry Elementary	626.96	784.88
Wilkinson Elementary	698.89	753.41
Wilkinson Junior High	728.86	729.32
Bannerman Learning Center	229.00	284.23
Clay Virtual Academy	1.93	2.07
Clay Virtual Franchise	674.77	678.12

Revised: 02/01/2024

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School Name	Unweighted	Weighted
Argyle Elementary	<u>809.02</u>	<u>879.99</u>
Charles E. Bennett Elementary	<u>566.99</u>	<u>612.38</u>
Clay High	<u>1511.51</u>	<u>1531.75</u>
Clay Hill Elementary	<u>435.18</u>	<u>166.87</u>
Coppergate Elementary	<u>596.65</u>	<u>647.34</u>
Discovery Oaks Elementary	<u>936.80</u>	<u>1003.71</u>
Doctors Inlet Elementary	<u>551.42</u>	<u>595.72</u>
Fleming Island Elementary	<u>649.37</u>	<u>745.84</u>
Fleming Island High	<u>1683.20</u>	<u>1680.06</u>
Green Cove Springs Junior High	<u>785.51</u>	<u>789.94</u>
Grove Park Elementary	<u>392.04</u>	<u>424.82</u>
Keystone Heights Elementary	<u>807.69</u>	<u>888.64</u>
Keystone Heights High	<u>1021.14</u>	<u>1064.77</u>
Lake Asbury Elementary	<u>850.70</u>	<u>928.80</u>
Lake Asbury Junior High	<u>990.73</u>	<u>1010.72</u>
Lakeside Elementary	<u>719.92</u>	<u>780.84</u>
Lakeside Junior High	<u>911.05</u>	<u>960.30</u>
McRae Elementary	<u>540.56</u>	<u>622.76</u>
Middleburg Elementary	<u>541.97</u>	<u>583.86</u>
Middleburg High	<u>1668.94</u>	<u>1723.17</u>
Montclair Elementary	<u>414.49</u>	<u>446.97</u>
Oakleaf High	<u>2134.79</u>	<u>2157.48</u>
Oakleaf Junior High	<u>970.33</u>	<u>982.28</u>
Oakleaf Village Elementary	<u>1042.22</u>	<u>1143.61</u>
Orange Park Elementary	<u>478.87</u>	<u>513.92</u>
Orange Park High	<u>1769.71</u>	<u>1780.05</u>
Orange Park Junior High	<u>781.55</u>	<u>794.92</u>
Plantation Oaks Elementary	<u>946.50</u>	<u>1064.96</u>
Rideout Elementary	<u>687.85</u>	<u>765.45</u>
Ridgeview Elementary	<u>594.36</u>	<u>694.29</u>
Ridgeview High	<u>1628.88</u>	<u>1711.23</u>
Robert M. Paterson Elementary	<u>679.15</u>	<u>727.41</u>
S. Bryan Jennings Elementary	<u>496.40</u>	<u>540.98</u>
Shadowlawn Elementary	<u>711.59</u>	<u>764.71</u>
Spring Park Elementary	<u>675.52</u>	<u>745.96</u>
Swimming Pen Creek Elementary	<u>441.23</u>	<u>482.44</u>
Thunderbolt Elementary	<u>802.94</u>	<u>885.34</u>
Tynes Elementary	<u>994.72</u>	<u>1135.46</u>
W.E. Cherry Elementary	<u>630.46</u>	<u>801.26</u>
Wilkinson Elementary	<u>665.17</u>	<u>721.02</u>
Wilkinson Junior High	<u>765.27</u>	<u>769.50</u>
Bannerman Learning Center	<u>194.46</u>	<u>236.04</u>
Clay Virtual Academy	<u>N/A</u>	<u>N/A</u>
Clay Virtual Franchise	<u>648.42</u>	<u>645.06</u>

Table V: Salary for Administrative/Management and Supervisory Personnel

Steps 0 – 23/ Index of 1.000 = ~~\$42,750~~ 43,750 (Base)
Based on 260 Day Contract

Placement Schedule

Example of Application of Pay Grades/Indices

- Pay Grade 193 = Range of Indices 1.930 - 2.62 (Table III) For Steps 0 – 23
- Step 0 = 1.93 x ~~42,750~~ 43,750 = 82,507.50 \$84,437.50
- Step 23 = 2.62 x ~~42,750~~ 43,750 = 112,005.00 \$114,625.00
- Increment = .03 x ~~42,750~~ 43,750 = 1,282.50 \$1,312.50

Pay Grade	Salary Schedule Title	Starting Salary
112	Coordinator IV	47,880.00 <u>\$49,000.00</u>
125	Coordinator III	53,437.50 <u>\$54,687.50</u>
140	Coordinator II	59,850.00 <u>\$61,250.00</u>
155	Coordinator I	66,262.50 <u>\$67,812.50</u>
168	Assistant Principal (Base) Assistant Principal (Max)	71,820.00 <u>\$73,500.00</u> 76,825.00
168	Vice Principal (Base) Vice Principal (Max)	71,820.00 <u>\$73,500.00</u> 78,750.00
173	Supervisor III	73,957.50 <u>\$75,687.50</u>
173	Director III	73,957.50 <u>\$75,687.50</u>
193	Supervisor II	82,507.50 <u>\$84,437.50</u>
193	Director II	82,507.50 <u>\$84,437.50</u>
200	Principal (Base) Principal (Max)	85,500.00 <u>\$87,500.00</u> 95,895.00
200	Supervisor I	85,500.00 <u>\$87,500.00</u>
215	Director I	91,912.50 <u>\$94,062.50</u>
238	Assistant Superintendent	101,745.00 <u>\$104,125.00</u>

Note: For the ~~2023-2024~~ 2024-2025 school year the base multiplier was increased by ~~\$1,250.00~~ \$1,000.00. Salary increases for the ~~2023-2024~~ 2024-2025 school year will be for those Administrators/Management & Supervisors who are employed as an Administrator/Management & Supervisory position by Clay County District Schools upon the date of board approval. Salary increase will be retroactive to the start of the employee's ~~2023-2024~~ 2024-2025 contract.

Revised: ~~09/20/2012; 04/06/2017, 09/06/2018, 11/07/2019, 02/04/2021, 02/03/2022, 11/03/2022, 02/01/2024,
12/12/2024~~

Table VI: Cafeteria Management

Starting Salary Ranges (Based on 197 days-7.5 hours per day)
 (Index of 1.000=~~\$49,540.00~~ **19,967.00**)

Salary Schedule Title	Pay Grade	Starting Salary
Food and Nutrition Services Manager Intern	133	25,948.00 <u>\$26,556.00</u>
Food and Nutrition Services Manager Intern, High School Based	133	25,948.00 <u>\$26,556.00</u>
Food and Nutrition Services Manager - Satellite SAT I	140	27,314.00 <u>\$27,953.80</u>
Food and Nutrition Services Manager - Self Contained SCI	173	33,752.00 <u>\$34,543.00</u>
Food and Nutrition Services Manager - Satellite Base SBI	193	37,654.00 <u>\$38,536.00</u>
Senior High Food and Nutrition Services Manager - Self Contained SCIB	195	38,045.00 <u>\$38,936.00</u>
Senior High Food and Nutrition Services Manager - Satellite Base SBIA	200	39,020.00 <u>\$39,934.00</u>

Education:

Add \$1,030.00 to salary for Associates Degree in Food Service Technology and/or Restaurant Management, Dietetics or related field from a university or college accredited by one of the Regional Accrediting Agencies or a certificate or diploma in Culinary Arts or related field from a technical school accredited by the Council on Occupational Education (COE).

Notes:

1. Effective October 30, 1995 employees placed in this schedule for the first time may be credited with up to 4 years of approved, non-administrative food service experience and may be credited with approved experience in administration in a quantity food service operation.
2. See Control Factors for Administrative/Management and Supervisory Personnel regarding consequences of unsatisfactory evaluation on salary for following year(s).
3. Cafeteria Management personnel holding current valid certificate from the American School Food Service Association will receive an annual payment of \$100.00 contingent upon Human Resources Division's receipt of proof of current, valid certificate no later than December 1 of each year.

Note: Salary increases for the ~~2023-2024~~ **2024-2025** school year will be for those Administrators/Management & Supervisors who are employed as an Administrator/Management & Supervisory position by Clay County District Schools upon the date of board approval. Salary increase will be retroactive to the start of the employee's ~~2023-2024~~ **2024-2025** contract.

~~School Board Approved~~ **Revised:** 11/07/2019, 02/04/2021, 02/03/2022, 05/05/2022, 09/01/2022, 11/03/2022, 02/01/2024, **12/12/2024**

Table VII: Miscellaneous Administrative/Managerial Salaries

School Board Attorney \$120,000 - \$150,000 Annual Salary
(To be paid in equal installments)

School Board Bargaining Team Members

Clay County Education Association Negotiations \$1,500 (to be paid when ratified)

Clay Educational Support Personnel Association Negotiations \$1,500 (to be paid when ratified)

Florida State Lodge Fraternal Order of Police Negotiations \$1,500 (to be paid when ratified)

Intergovernmental Coordination \$1,800 (to be paid in equal installments)

Degree Differentials for Administrators

(reflected on official transcripts from college or university recognized as accredited by the State Department of Education at the time the degree was granted)

Advanced degree pay for school based administrators, based on F.S.1012.22, must be held in the individual's area of certification. District based administrators Advanced Degree must be job related.

Master's Degree \$2,000

Specialist Degree \$2,700

Juris Doctorate \$2,700

Doctorate Degree \$3,300

Saturday School Administrator Hourly rate based on regular salary
(beyond work hours)

OTHER PROGRAMS (OTHER THAN 310 AGREEMENTS)

Employees employed in other programs beyond their scheduled day or during the summer shall be paid as follows at the discretion of the Superintendent or his/her designee:

1. An hourly rate of pay equivalent to their normal rate of pay in effect, or
2. The rate of pay for the position employed in, based either on the Administrative, Teacher or Support Salary Schedule, or
3. A rate of pay selected from the rates determined for Temporary Adult Labor.

A former Clay County administrator who has retired or resigned from the School System with a satisfactory evaluation shall receive an hourly rate of pay for teaching Adult Education that is derived from the application of the administrator's years of previously-approved experience to the adopted salary schedule for teachers in effect at the time the administrator retired. However, for such retirees employed effective July 1, 1999, such hourly pay shall not exceed \$26/hr. Teachers of these Adult Education FTE courses in 1998-99 whose pay was greater than \$26/hr. in 1998-99 shall be frozen at the 1998-99 hourly rate as long as they continuously teach Adult Education FTE classes.

EMERGENCY SHELTER OPENINGS

(NOT as part of emergency closing of schools or district facilities. See policy 6GX-10-2.31 for salaries paid to employees assigned to work in shelters during emergency closings of school or district facilities.)

When an administrator is called by the Superintendent or his designee to assist in the opening of an emergency shelter during hours outside of the administrator's normal work day, the administrator will be paid at his/her normal hourly rate of pay. This additional pay shall apply to all work required in addition to the administrator's normal duties and responsibilities as a result of the emergency shelter opening and as authorized by the Superintendent or his designee.

Revised:Revision: 04/06/2017, 02/04/2021, 11/03/2022-12/12/2024

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Table VIII: Confidential Employee Salaries

Title	Pay Grade on Confidential Table
Executive Secretary to Superintendent	C32
Executive Secretary to School Board Attorney	C31
Position Control Allocations Specialist	C31
Administrative Secretary, Sr., Human Resources	C31
Internal Accounts Specialist	C31
Risk Management Specialist	C31
Personnel Assistant	C24
Insurance Assistant	C24
Payroll Assistant	C24
Principal's Secretary	C23
Risk Management Support Assistant	C23
Data Entry/Records Technician	C21

The School District of Clay County Confidential Personnel Pay Structure

PAY GRADES	G21	G23	G24	G31	G32
STEP 1	\$15.20	\$15.30	\$16.35	\$17.42	\$19.20
STEP 2	\$15.40	\$15.60	\$16.77	\$17.89	\$19.75
STEP 3	\$15.60	\$16.37	\$17.19	\$18.38	\$20.30
STEP 4	\$15.75	\$16.78	\$17.62	\$18.90	\$20.88
STEP 5	\$15.90	\$17.23	\$18.07	\$19.41	\$21.47
STEP 6	\$16.04	\$17.64	\$18.54	\$19.95	\$22.08
STEP 7	\$16.42	\$18.08	\$19.01	\$20.53	\$22.72
STEP 8	\$16.84	\$18.56	\$19.51	\$21.10	\$23.38
STEP 9	\$17.26	\$19.02	\$19.99	\$21.69	\$24.06
STEP 10	\$17.68	\$19.52	\$20.53	\$22.32	\$24.77
STEP 11	\$18.13	\$20.01	\$21.06	\$23.00	\$25.51
STEP 12	\$18.59	\$20.55	\$21.62	\$23.68	\$26.26
STEP 13	\$19.07	\$21.08	\$22.20	\$24.39	\$27.06
STEP 14	\$19.55	\$21.64	\$22.79	\$25.13	\$27.86
STEP 15	\$20.06	\$22.22	\$23.40	\$25.89	\$28.70
STEP 16	\$20.58	\$22.82	\$24.03	\$26.67	\$29.57
STEP 17	\$21.11	\$23.43	\$24.68	\$27.49	\$30.46
STEP 18	\$21.67	\$24.06	\$25.36	\$28.33	\$31.39
STEP 19	\$22.18	\$24.65	\$25.98	\$29.04	\$32.18
STEP 20	\$22.75	\$25.30	\$26.68	\$29.94	\$33.13
STEP 21	\$23.93	\$26.64	\$28.11	\$31.63	\$35.04
STEP 22	\$24.60	\$27.41	\$28.92	\$32.64	\$36.16
STEP 23	\$25.39	\$28.30	\$29.87	\$33.80	\$37.44
STEP 24	\$26.22	\$29.25	\$30.87	\$35.03	\$38.80
STEP 25	\$27.13	\$30.28	\$31.97	\$36.39	\$40.30

2023 – 2024 Compensation Proposal, effective 07/01/2023: All Cells reflect a \$1.00 increase for contracted hours only. The \$1.00 per hour increase does not include employees who are in the compressed area of the salary schedule. The Board is proposing to start the decompression of the Support Salary Schedule with a range of \$0.10 to \$0.90 per hour for the compressed area.

Revised: 09/06/2018, 03/07/2019, 11/07/2019, 02/04/2021, 02/03/2022, 11/03/2022, 02/01/2024 **12/12/2024**

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2023–2024 **2024–2025** Salary Schedule 18

<u>Pay Grades</u>	<u>C21</u>	<u>C23</u>	<u>C24</u>	<u>C31</u>	<u>C32</u>
<u>STEP 1</u>	<u>\$15.40</u>	<u>\$15.70</u>	<u>\$17.10</u>	<u>\$18.17</u>	<u>\$19.95</u>
<u>STEP 2</u>	<u>\$15.70</u>	<u>\$16.25</u>	<u>\$17.52</u>	<u>\$18.64</u>	<u>\$20.50</u>
<u>STEP 3</u>	<u>\$16.00</u>	<u>\$17.12</u>	<u>\$17.94</u>	<u>\$19.13</u>	<u>\$21.05</u>
<u>STEP 4</u>	<u>\$16.25</u>	<u>\$17.53</u>	<u>\$18.37</u>	<u>\$19.65</u>	<u>\$21.63</u>
<u>STEP 5</u>	<u>\$16.50</u>	<u>\$17.98</u>	<u>\$18.82</u>	<u>\$20.16</u>	<u>\$22.22</u>
<u>STEP 6</u>	<u>\$16.79</u>	<u>\$18.39</u>	<u>\$19.29</u>	<u>\$20.70</u>	<u>\$22.83</u>
<u>STEP 7</u>	<u>\$17.17</u>	<u>\$18.83</u>	<u>\$19.76</u>	<u>\$21.28</u>	<u>\$23.47</u>
<u>STEP 8</u>	<u>\$17.59</u>	<u>\$19.31</u>	<u>\$20.26</u>	<u>\$21.85</u>	<u>\$24.13</u>
<u>STEP 9</u>	<u>\$18.01</u>	<u>\$19.77</u>	<u>\$20.74</u>	<u>\$22.44</u>	<u>\$24.81</u>
<u>STEP 10</u>	<u>\$18.43</u>	<u>\$20.27</u>	<u>\$21.28</u>	<u>\$23.07</u>	<u>\$25.52</u>
<u>STEP 11</u>	<u>\$18.88</u>	<u>\$20.76</u>	<u>\$21.81</u>	<u>\$23.75</u>	<u>\$26.26</u>
<u>STEP 12</u>	<u>\$19.34</u>	<u>\$21.30</u>	<u>\$22.37</u>	<u>\$24.43</u>	<u>\$27.01</u>
<u>STEP 13</u>	<u>\$19.82</u>	<u>\$21.83</u>	<u>\$22.95</u>	<u>\$25.14</u>	<u>\$27.81</u>
<u>STEP 14</u>	<u>\$20.30</u>	<u>\$22.39</u>	<u>\$23.54</u>	<u>\$25.88</u>	<u>\$28.61</u>
<u>STEP 15</u>	<u>\$20.81</u>	<u>\$22.97</u>	<u>\$24.15</u>	<u>\$26.64</u>	<u>\$29.45</u>
<u>STEP 16</u>	<u>\$21.33</u>	<u>\$23.57</u>	<u>\$24.78</u>	<u>\$27.42</u>	<u>\$30.32</u>
<u>STEP 17</u>	<u>\$21.86</u>	<u>\$24.18</u>	<u>\$25.43</u>	<u>\$28.24</u>	<u>\$31.21</u>
<u>STEP 18</u>	<u>\$22.42</u>	<u>\$24.81</u>	<u>\$26.11</u>	<u>\$29.08</u>	<u>\$32.14</u>
<u>STEP 19</u>	<u>\$22.93</u>	<u>\$25.40</u>	<u>\$26.73</u>	<u>\$29.79</u>	<u>\$32.93</u>
<u>STEP 20</u>	<u>\$23.50</u>	<u>\$26.05</u>	<u>\$27.43</u>	<u>\$30.66</u>	<u>\$33.88</u>
<u>STEP 21</u>	<u>\$24.68</u>	<u>\$27.39</u>	<u>\$28.86</u>	<u>\$32.38</u>	<u>\$35.79</u>
<u>STEP 22</u>	<u>\$25.35</u>	<u>\$28.16</u>	<u>\$29.67</u>	<u>\$33.39</u>	<u>\$36.91</u>
<u>STEP 23</u>	<u>\$26.14</u>	<u>\$29.05</u>	<u>\$30.62</u>	<u>\$34.55</u>	<u>\$38.19</u>
<u>STEP 24</u>	<u>\$26.97</u>	<u>\$30.00</u>	<u>\$31.62</u>	<u>\$35.78</u>	<u>\$39.55</u>
<u>STEP 25</u>	<u>\$27.88</u>	<u>\$31.03</u>	<u>\$32.72</u>	<u>\$37.14</u>	<u>\$41.05</u>

Section II: Certificated



Term of Agreement

ARTICLE XXX TERMS OF AGREEMENT

This agreement is signed and ratified on the 17th day of September, 2024. This agreement shall be effective from the date of ratification and shall continue in effect through June 30, 2025. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY COUNTY
EDUCATION ASSOCIATION



President

SCHOOL DISTRICT OF
CLAY COUNTY



School Board Chair

DRAFT

2024-2025 through 2026-2027 CCEA Master Contract

Compensation

Article XXVIII: Compensation

A. Experience

1. Up to 30 years of approved, verified state-certified teaching experience may be accepted for new hires. A Clay teacher returning from a Board approved leave of absence shall be placed on the salary schedule based on the approved experience credited to him/her at the beginning of his/her extended leave of absence. Documentation from each previous employer must show that the employee is eligible for rehire. (Note: Prior to July 1, 2001, the maximum years of teaching experience accepted for new hires was 18 years.) Such experience must be full-time experience and gained in schools in the U.S., U.S. territory or under Department of Defense/State jurisdiction that are accredited by an approved accrediting agency at the time of employment, and, effective July 1, 2007, an International Baccalaureate School that has been accredited by the International Baccalaureate Organization (I.B.O.) Effective July 1, 2009, full-time satisfactory teaching experience in a foreign country may be accepted if the school is accredited by any of the six (6) regional accrediting agencies. The teacher must submit the approved Human Resources experience verification form completed in English, or the teacher will pay for a translation by a recognized translation service provider. This experience may include experience in PreK-12 public schools; experience in private or parochial PreK-12 schools with salary adjusted for verified experience beyond four (4) years effective 7-01-97. In addition, up to 18 years may include full-time teaching or counseling experience in colleges or universities, recognized as accredited by the state department of education at the time of employment. Salary will be adjusted for this verified college or university experience beyond four (4) years effective 7-01-99. Excluded is adjunct teaching, teaching or counseling performed while attending the college or university as a student, effective 7-01-98. Beginning with the ratification of the 1992-93 contract, full-time experience as a pre-kindergarten or kindergarten teacher in a school where the primary focus is pre-kindergarten or kindergarten may only be approved when such school is under the jurisdiction of and funded by the state department of education.
2. Effective July 1, 2007, appropriate teaching experience gained in a Florida public school system in the same school year as experience gained as a teacher/administrator in the Clay County School District may be combined in order to be evaluated to earn a year's experience.
3. Full-time experience on the salary schedule may also be approved in accordance with Board policy for occupational experience as appropriate for occupational therapists, physical therapists, speech clinicians, social workers, media specialists, behavior management teachers, counselors, and for vocational trades instructors and for up to four (4) years of approved active military service. Such occupational experience approved for degreed vocational instructors, behavior management teachers, and counselors shall be limited to four (4) years and, for counselors, must have been while contracted under a 310 agreement in a U.S. public school.
4. Effective July 1, 2001, verified administrative experience in a public, private or parochial K-12 school system may be included in the up-to-30 years of approved experience for new hires. Such experience must be full-time and gained in schools in the U.S., U.S. territory or under Department of Defense/State jurisdiction that are accredited by an approved accrediting agency at the time of employment. Experience earned as a Clay County administrator may be credited to the teacher for placement on the salary schedule.
5. Effective July 1, 2009, classroom experience that requires student contact as a Clay County support employee may be credited to the teacher for placement on the salary schedule.

6. Also see Article XXIII (Employment Conditions for Eleven and Twelve Month Instructional Employees) regarding experience for School Psychologists.
 7. Any employee hired after the effective date of this Agreement, who has retired under the Florida Retirement System (FRS), will not be given credit on the salary schedule for any employment before the date of the employee's retirement under the FRS, or the date of DROP exit, whichever is later. Effective July 1, 2011, all other employees who were hired after retiring under the FRS will no longer be given credit on the salary schedule for any employment before the date of the employee's retirement under the FRS, or the date of DROP exit, whichever is later; these employees will be placed on the salary schedule in accordance with experience earned after the date of retirement under the FRS or DROP exit, whichever is later.
- B. New hires and teachers returning from an approved year leave of absence without pay shall be paid in accordance with the schedule set forth in Appendix IV on the basis of approved teaching experience.
 - C. Under no circumstance shall any teacher be assigned a salary which is at a higher level than that which is equivalent to his/her approved experience unless eligibility criteria is met by the teacher under performance pay guidelines as specified in the collective bargaining agreement.
 - D. The method of advancement to succeeding levels after the 2001-2002 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to the method of advancement.
 - E.
 1. For the purpose of awarding experience on the salary schedule, a year of service shall be full time paid and contracted actual service of more than one-half of the 196 or more contracted days in the year service was rendered. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive day during the contract period unless otherwise indicated.
 2. If an Annual Contract Teacher receives a letter of notification of non-reappointment by May 1st and is subsequently hired the following school year; said Annual Contract Teacher shall not be considered to have had a break in service.
 - F. Receipt of Negotiated Salary Steps and/or other Salary Increase Tied to Teacher Performance:
 1. Salary adjustments are defined statutorily and mean an addition to the base salary schedule that is not a bonus and becomes part of the employee's permanent base salary. See Paragraph M. for Performance Pay Plan.
 - G. ROTC instructors shall be placed in accordance with the special provision as indicated in Appendix IV.
 - H. Employees assigned to paid supplement positions shall be paid in accordance with said Appendix and all other provisions of this Agreement.
 - I. Teachers shall be paid in 24 equal payments per year.
 - J. Terminal Sick Leave:
 1. At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay to any teacher upon the teacher's non-disciplinary separation from school district employment or enrollment in DROP, or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall not exceed one hundred twenty (120) days, and shall be established as outlined below.
 2. Employees hired after November 19, 2002 shall be eligible for terminal pay as defined under this policy upon completion of three consecutive years of service in Clay County. For

employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph J. 3(a) through J. 3 (e) need not be consecutive.

3. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire. Terminal pay shall be based on the years of service in Clay County. The employee must have been:
 - a. Employed as a teacher for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - b. Employed as a teacher for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% time the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - c. Employed as a teacher for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - d. Employed as a teacher for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - e. Employed as a teacher during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.
5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of 100% of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.
6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits and according to the following:

Payment	Maximum Percentage of Accumulated Terminal Sick Leave Days
Year 1	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 2	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 3	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 4	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 5	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 6	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 7	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 8	100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days

- a. The initial payment shall be made on the last payday in April following the employee's DROP effective date, or the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.
 - b. The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.
 - c. If an employee elects to participate in DROP for fewer than the ninety-six-month maximum, or, has fewer than the ninety-six-month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of 100% of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.
 - d. DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.
- K. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.5. of this policy, notwithstanding the limitations of paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.
- L. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary only for the purpose of recruiting for less than full time positions in Speech Pathology, Emotional/Behavior Disorders, Occupational Therapy, or Physical Therapy and only to a teacher whose position will be in such critical shortage area. Such alternate schedule will be 1.15 times the hourly equivalent of the appropriate bachelors salary schedule step plus degree differential, if applicable. Teachers contracted under such schedule shall be exempt from the provisions of Article VII, sections A and B (preparation time) and Article VI, sections A and B1 (duty free lunch).
- M. Performance Pay Plan-Instructional Personnel Salary Schedule/Calculations for Performance Pay
- Under F.S. 1012.22
1. Performance Pay Schedule includes employees holding Annual Contract status, including those who elected to move from the Grandfathered Schedule to the Performance Schedule, thereby relinquishing their PSC or CC contracts.

2. Grandfather Schedule (GF) includes those employees who currently hold a Professional Services Contract or Continuing Contract.
3. A process will be developed to allow teachers on GF Salary Schedule the opportunity for a one time schedule change by September 30th of each year to opt into the Performance Pay Schedule pursuant to F.S. 1012.22(1) (c) 4. Grandfathered teachers who opt into the Performance Pay Schedule forfeit their PSC or CC contracts to come into this schedule.
4. The 2017-2018 Salary Adjustments for Performance Pay will be determined by the following formula:

Per F.S. 1012.22, "The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be at least 25 percent greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district. The annual salary adjustment under the performance salary adjustment for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification."

Once placement is determined, salary adjustments will occur based on performance appraisals. Only teachers receiving a rating of Highly Effective or Effective will be eligible for a salary adjustment.

The total number of teachers with a final evaluation rating of Highly Effective or effective will be multiplied by the appropriate weight for a weighted total of teachers. The weighted total number is divided into the annually negotiated sum of the monies available for performance pay to determine the salary adjustment. The adjustment will be a permanent addition to the employee's base salary.

The amount of salary increases will be based on the negotiated funds available each year.

Formula:

Negotiated dollars = (# of PSC/CC) (1.33X) + (#of PPE) (X) + (# of PPHE) (1.34X)

PPE = Performance Pay Effective

PPHE = Performance Pay Highly Effective

1. Teachers who are on Probationary Contract will receive no base performance salary increase.
2. All teachers are encouraged to review F.S. 1012.22 as it is related to the new performance pay required by the Student Success Act enacted July 1, 2011. If there are any changes to any statutes regarding Performance Pay, the parties shall reconvene immediately to negotiate such changes.
3. Any release-time officer of CCEA shall receive an evaluation score not lower than the highest performing instructional employee.
4. History of negotiated adjustments
 - 2013-2014: \$446* (This was the year we converted to a new salary schedule. Teachers were moved over and up a level, resulting in a pay increase prior to the additional \$446.)
 - 2014-2015: \$0
 - 2015-2016: \$500 to all instructional employees
 - 2016-2017: The parties agree to the total amount of the negotiated dollars which includes the employee's contribution of 16.47% for benefits.

TOTAL: 2,064,575.90 to be applied to the agreed upon formula.

- 2017-2018: The parties agree to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for performance formula.
- 2018-2019: The parties agree to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for performance formula.
- 2019-2020: The parties agree to a salary increase of \$2,000 for PSC/CC teachers in accordance with the established pay for performance formula.
- 2020-2021: The parties agree to a new minimum base salary of \$44,867. The Entry Salary Schedule is updated in Appendix IV A. All Instructional Personnel shall receive a minimum \$1,200 salary increase.
- 2021-2022: The parties agree to a new minimum base salary of \$47,500. The parties also agree to a one-time bonus for all instructional personnel with a 2020-2021 final evaluation and employed at the time of ratification, guaranteeing a total compensation package of \$3,000. Those employees who are receiving an increase to their minimum base salary to \$47,500 will have the amount of their salary increase deducted from the \$3,000 bonus.
- 2022-2023: The parties agree to increase the minimum base salary to \$48,250.

The parties agree to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for performance formula.

The parties agree to create an Instructional Knowledge Mentor Supplement for veteran non-probationary teachers for their expertise, instructional knowledge and mentoring of new and developing teachers.

- 11 - 12 years of Instructional Knowledge: \$100.00
- 13 - 17 years of Instructional Knowledge: \$550.00
- 18 - 25 years of Instructional Knowledge: \$750.00
- 26 + years of Instructional Knowledge: \$900.00

- 2023-2024: The parties agree to Teacher Growth Allocation increases as follows:

Years of Experience	Salary Increase
1-2	\$230.00
3-5	\$380.00
6-7	\$530.00
8-11	\$680.00
12-15	\$830.00

Years of Experience	Salary Increase
16-17	\$980.00
18-19	\$1,175.00
20-22	\$1,375.00
23-24	\$1,600.00
25+	\$1,850.00

- The parties agree to a salary increase of \$500.00 for PSC/CC teachers in accordance with the established pay for performance formula. A salary increase of \$625.00 for Highly Effective Teachers and \$468.75 for Effective Teachers based upon a final 2022-2023 Clay County Evaluation.
- The parties agree to increase the base salary of School Psychologist by \$2,500.00 (196 day contract). Created a new entry salary schedule.
- The parties agree to additional compensation for critical needed classroom teachers as listed in Appendix IV C.

- 2024-2025: Statutory Mandated Performance Pay, added to base salary in the amounts as follows:
 - Highly Effective: \$625.00
 - Effective: \$469.00
 - PSC/CC: \$500.00

Appendix IV A includes additional increase to base pay for all teachers based on years of service:

Years of Experience	Increase added to base pay
Base	\$250.00
1-3	\$400.00
4-7	\$550.00
8-10	\$650.00
11-12	\$750.00
13-17	\$900.00
18-24	\$1050.00
25+	\$1150.00

Appendix IV-C(F2):

- Increase the multiplier for ESE Special Compensation from \$38,000 to \$40,000.
- Added additional supplement for ESE School Site Specialist - Level II of 6.5 percent.
- Increase Speech Language Therapist with state licensure special compensation supplement from 15% to 20%

Appendix V: Salaries - Academic and Athletic Differentiated Pay Scale

- Increase multiplier from \$35,000 base to \$37,000.
- Increase the ESE Intervention Committee Facilitator percentage from 3.1 to 4.5 percent.

Add a supplement for Dual Enrollment instructors to receive extra compensation of \$500.00 for each unique course taught.

The Revision of OT/PT placement salary schedule to continue the correction and make work experience more reflective on the placement scale.

The Board proposed to absorb the entire 6.2% increased cost of the District's Health Insurance premiums for employees.

2024-2025 through 2026-2027 CCEA Master Contract

Salary Schedule - Teachers

Appendix IV A: Entry Salary Schedule 2024-2025

Instructional - Regular Bachelor's Schedule (196 days)		
Entry Experience	Level	Salary Schedule
0	1	\$48,500
1	2	\$48,600
2	3	\$48,700
3	4	\$48,800
4	5	\$48,900
5	6	\$49,000
6	7	\$49,150
7	8	\$49,300
8	9	\$49,450
9	10	\$49,600
10	11	\$49,750
11	12	\$49,900
12	13	\$50,100
13	14	\$50,300
14	15	\$50,500
15	16	\$50,700
16	17	\$50,900
17	18	\$51,100
18	19	\$51,400
19	20	\$51,700
20	21	\$52,000
21	22	\$52,300
22	23	\$52,600
23	24	\$52,900
24	25	\$53,200
25	26	\$53,500
26	27	\$54,000
27	28	\$54,500
28	29	\$55,000
29+	30	\$55,750

2024-2025 through 2026-2027 CCEA Master Contract

Instructional Knowledge Mentor (IKM) Supplement

Mentors are critical supporters in guiding new and developing teachers to enhance their planning, instruction, and content knowledge. Mentors help orient new and developing teachers to the school community and serve as collegial and emotional support.

The following IKM Supplement will be provided to veteran non-probationary teachers for expertise, instructional knowledge and mentoring of new and developing teachers.

11 - 12 years of Instructional Knowledge	\$100
13 - 17 years of Instructional Knowledge	\$550
18 - 25 years of Instructional Knowledge	\$750
26 + years of Instructional Knowledge	\$900

2024-2025 through 2026-2027 CCEA Master Contract

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Salary Schedule – School Psychologists

ENTRY SALARY SCHEDULE SCHOOL PSYCHOLOGISTS 2024-2025

Bachelor's Level (196 days)		
Entry Experience	Level	Salary Schedule
0	1	\$50,000
1	2	\$50,250
2	3	\$50,500
3	4	\$50,750
4	5	\$51,000
5	6	\$51,250
6	7	\$51,500
7	8	\$51,750
8	9	\$52,000
9	10	\$52,250
10	11	\$52,500
11	12	\$53,000
12	13	\$53,500
13	14	\$54,000
14	15	\$54,500
15	16	\$55,000
16	17	\$55,500
17+	18	\$56,250

2024-2025 through 2026-2027 CCEA Master Contract

Salary Schedule – Occupational Therapists/Physical Therapists

ENTRY SALARY SCHEDULE OCCUPATIONAL AND PHYSICAL THERAPISTS 2024-2025 (Bachelor’s Level - 196 days)

Entry Experience	Level	Salary Schedule
0	1	\$55,000
1	2	\$57,000
2	3	\$60,000
3	4	\$64,000
4	5	\$68,000
5	6	\$70,000
6	7	\$72,000
7-8	8	\$74,000
9-10	9	\$76,000

Current OT/PTs and new hires will be placed on the “new step”/salary schedule based upon the verified experience. OT/PTs with 10+ years of experience shall enter the salary schedule at level 9.

In addition to experience granted as a full-time occupational or physical therapist, experience may also be granted for full time experience as a certified occupational therapist assistant or a licensed physical therapist assistant. Two years of verified work as an assistant shall be equivalent to one year on the OT/PT salary schedule. Increments of less than one year shall not be applied to the schedule.

2024-2025 through 2026-2027 CCEA Master Contract

Salary Schedule – Athletic Directors

ENTRY SALARY SCHEDULE ATHLETIC DIRECTORS 2024-2025

- A. 260 day contracts will be issued in accordance with laws governing teacher contracts. The salary shall be as provided below.
- B. The athletic director may be paid up to three (3) athletic supplements (at 196 day rate) as provided in Appendix V.
- C. Salary Schedule - Bachelor's Degree (Higher Degree Differential - See Appendix IVC)

Entry Experience	Level	Salary Schedule
0	1	\$64,398
1	2	\$64,519
2	3	\$64,639
3	4	\$64,759
4	5	\$64,880
5	6	\$65,000
6	7	\$65,120
7	8	\$65,241
8	9	\$65,361
9	10	\$65,481
10	11	\$65,602
11	12	\$65,843
12	13	\$66,083
13	14	\$66,324
14	15	\$66,565
15	16	\$66,806
16	17	\$67,407
17	18	\$68,009
18	19	\$68,611
19	20	\$69,213
20	21	\$69,815
21	22	\$71,019
22	23	\$72,222
23	24	\$73,426
24	25	\$74,630
25+	26	\$75,833

2024-2025 through 2026-2027 CCEA Master Contract

Salaries – Degree Differentials

Appendix IV B: Salaries - Degree Differentials

Degree Differentials shall be as follows:

A. 196 Day Teachers (See Below For School Psychologists)

Master's or higher degrees reflected on official transcripts

Master's Degree \$2,000

Specialist Degree \$2,700

Juris Doctorate \$2,700

Doctorate Degree \$3,300

B. 196 Day School Psychologists

Note: To receive the differential, the official transcript must reflect the field of School Psychology and the appropriate level for the differential.

Master's or higher degrees reflected on official transcripts

Master's Degree \$2,000

Specialist Degree \$2,700
(Must hold Specialist Degree or equivalent Planned Program in the field of Counseling or Psychology)

Doctorate Degree \$3,300
(Must hold Doctorate degree)

C. Teachers or School Psychologists With Contracts Over 196 Days: Amount Listed Above Will Be Prorated Based On The Actual Number Of Contract Days.

D. It is the responsibility of the individual claiming eligibility for degree differential compensation to supply all information required by the Human Resources Division to establish eligibility.

E. The Master's or higher degree must be granted from a college or university recognized as accredited by the State department of education, at the time the degree was granted.

2024-2025 through 2026-2027 CCEA Master Contract

Salaries – Pay Differentials

Appendix IV C: Salaries - Pay Differentials

A. Summer School Compensation

Classroom teachers working during the summer break shall be paid at the same rate of pay as during the school year preceding the summer term and will remain in effect until the completion of summer school.

B. Other Compensation

1. In the case of in-service workshops, curriculum development, or other projects approved as part of a grant, entitlement, or intergovernmental agreement, teachers may be paid in accordance with the amount allocated for the project, grant, or agreement.
2. Effective July 1, 2005, the district will pay a one-time lump sum payment of \$400.00 (four hundred dollars) to teachers who have completed the required mandatory in-service training for the reading endorsement and this area has been added to the teacher's present certificate. Verification and payment will be based upon receipt from the Human Resources Office.
3. Effective July 1, 2007, the district will pay a one-time lump sum payment of \$400 (four hundred dollars) to teachers who have completed ESOL endorsement/certification (equivalent to 300 hours of ESOL Inservice) and this area has been added to the teacher's present certificate. Verification and payment will be based upon receipt from the Human Resources Office.

C. In-service Workshops

1. When approved by the Superintendent or his/her designee, instructional personnel attending workshops after the normal school day will be paid a stipend of \$15.00 per hour, except as otherwise provided in this contract.
2. Professional Learning Advisory Council members who are required to meet beyond the normal school day or beyond the scheduled day, shall receive a supplement equal to that paid for in-service workshops

D. New Teachers

All new teachers whose employment begins at the start of the school year, including those who will be enrolled in the new teacher orientation program shall be paid at the rate of \$15.00 per hour for their participation in the workshops held prior to the first day for teachers.

E. Other Programs (Other than 310 Agreements)

Teachers employed in other programs beyond the scheduled day or during the summer shall be paid as follows:

1. Regularly contracted teachers in Clay County - hourly rate based on their 196-day contract salary.
2. Teachers not under regular contract in Clay County - hourly rate based on the beginning (0 years) salary on the adopted teacher salary schedule.
3. Regularly contracted teachers in Clay County may be assigned on a volunteer basis the responsibility of utilizing their scheduled unassigned preparation period as defined in Article VII, sections A and B for the purpose of covering classes of teachers who are absent. Such teachers shall be paid an additional salary of \$20.00 per hour. All efforts shall be made by the

administration to secure regular substitute teachers in such instances. Certified teachers who volunteer to utilize their planning periods to cover the classes of early intervention/pre k teachers shall be paid \$20.00 per half hour.

4. Regularly contracted elementary teachers may be assigned to instruct additional students if a substitute is not available to cover for the absent teacher, including the Building Substitute. For students impacted by the teacher’s absence, every effort will be made to evenly distribute those students to other teachers within the grade level or program. Teachers assigned five (5) or more additional students for at least 3.5 student contact hours will be compensated with an additional salary of \$25.00.
5. Regularly contracted secondary teachers in Clay County may volunteer to teach a six (6) period day. Such teachers shall be paid an additional salary equal to their current hourly rate. Current hourly rate is calculated as contract salary (as defined in Appendix IVA) inclusive of degree differentials and special compensation (Appendix IVC and IVD, G.3.) divided by the number of days of the contract and divided by 7.50 work day hours. This sixth (6th) period shall be in lieu of the planning/preparation/conference time referenced in Article VII (C) (1) of this Agreement (which includes the time when there is assignment of professional duties involving the monitoring of students for their safety referenced in Article VIII of this Agreement). The decision of the principal concerning the selection of the teacher to teach a 6-period day shall be final.

F. Special Compensation:

1. Critical Teacher Shortage Areas

Critical teacher shortage areas shall be identified on or before July 1st of each school year by the district. Teachers assigned to these areas will receive a supplement of \$100.00 for the school year in which they are serving in this capacity.

2. Employees who fill the following allocated positions shall receive the percent indicated applied to the base salary of \$40,000 rounded to the nearest whole dollar, and prorated to the length of the respective contract length added to the respective normal contracted salary.

Speech Language Therapist	10.00
Speech Language Therapist with State License	20.00
Behavior Analyst with Board Certified Behavior Analyst License	18.00
Visually Impaired (VI), Deaf Hard of Hearing (DHH), Physically Impaired (PI), Specially Designed Adaptive P.E., and Adaptive Art	8.00
Self Contained Intellectually Disabled (IND) *Plus additional 2.00, pending IDEA Grant Funding	8.00 *
Behavior Site Coach, VE Self Contained for Emotional/Behavior Disorders (E/BD), Autistic Spectrum Disorders (ASD), Pre K-ASD and Pre K Behavior Communication, Alternate Interim Methods for Success (AIMS) *Plus additional 4.00, pending IDEA Grant Funding	8.00 *
Exceptional Student Education School Site Specialist - Level II	6.50
Applied Technology for the Handicapped, allocated to work full-time with students classified as E/BD, ASD, IND, VI or PI	8.00
This additional compensation will be paid in 24 equal installments for in-field certified teachers. Upon completion of 6 hours toward certification requirements, an out-of-field teacher will receive the additional compensation, paid as a supplement, in one payment for that year.	

3. Teachers assigned to Title I schools will receive a supplement of \$100.00 for the school year in which they are assigned to the Title I school.

4. Teachers teaching Dual Enrollment courses will be provided a supplement of \$500 for each unique course taught. The supplement will be awarded after the course conclusion.

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Salaries – ROTC Instructors

Appendix IV D: Salaries - ROTC Instructors

- A. Salaries will be based on the greatest amount of 1 or 2 below and will be paid in 24 bi-monthly installments.
1. The 11-month teachers' salary schedule for, or
 2. 11/12 of the annual salary submitted by the U.S. Navy based on the active duty pay less the retired pay for those ROTC personnel employed.
- B. Summer school employment will be contingent on need and pay will be in addition to that agreed upon in Item A above. Summer pay will be based on the established rate at the time of the summer contract in the same manner as figured in Step A above and this additional time will be reported to the Navy as such.
- C. All vouchers will be co-signed by the County Office and all checks for reimbursement will be sent directly to the Office of the Superintendent. The Navy shall be notified of this by the officers of the school NJROTC units.

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Salaries – Academic and Athletic Differentiated Pay Scale

Appendix V: Salaries - Academic and Athletic Differentiated Pay Schedule

Note: Supplements will be calculated using a base amount of \$37,000.00. Principals will not split supplemental postings. Any splitting of supplements will be initiated by the teachers intending to split the supplement. The following supplements will be allocated to the respective schools as a maximum amount which shall be used to pay one or more individuals sponsoring the indicated activity.

ACADEMIC SUPPLEMENTS:

Unless otherwise indicated, supplemental salary is to be paid in equal installments. Classroom Teacher Department Heads, ESE, Resource Department Heads, and Specialists are Academic Coordinators. All other supplements are Extracurricular Activities. “END” supplements will be paid upon completion of the activity and written recommendation of the principal. Any production must be performed before the public and will consist of a full length play.

Supplement	Method of Payment	Percent
Academic Coach, Local School	End	5.40
Academic Coach, District	Equal	7.50
Activities Program Coordinator, JH	Equal	13.00
Annual Staff, HS	Equal	8.00
Annual Staff, JH	Equal	6.50
Band Director, HS <i>(Minimum of two major performances; football games; district marching festival; solo and ensemble; concert band and state festivals when applicable.)</i>	Equal	13.50
Band Director, JH <i>(Minimum of four performances; solo and ensemble; district concert festival; pep band.)</i>	Equal	7.50
Band End of Year Supplement <i>(Two additional major festivals – three community events equals one major event.)</i>	End	1.50
Bayard Point Sponsor	Equal	4.10
Child Care Center Director	Equal	12.00
Choral Directors HS/JH <i>(Minimum of four separate performances per year; district solo and ensemble and concert festivals.)</i>	Equal	7.50
Choral Director End of Year Supplement <i>(Two additional major festivals – three community events equals one major event.)</i>	End	1.50
Co-Curricular Club	Equal	4.10
Core Team Leader Elementary	Equal	1.50
Core Team Leader Secondary	Equal	2.75
Dance Team Sponsor HS	Equal	6.00
Dance or Drill Team Sponsor JH	Equal	4.70
Debate Team <i>(Must include formal competitions outside of the school setting.)</i>	End	3.10
Demonstration Classroom	End	4.00

Supplement	Method of Payment	Percent
Department Head (3-5 teachers)	Equal	6.00
Department Head (6-10 teachers)	Equal	6.50
Department Head (11-16 teachers)	Equal	7.00
Department Head (17-20 teachers)	Equal	7.50
Department Head (21 or more teachers)	Equal	8.00
Directing Teacher of School Interns	End	3.00
Director of Junior or Senior Class Play (per major performance)	End	1.30
Discretionary Supplement	End	1.50
District Instructional Coach	Equal	7.50
District Music	End	3.60
Drama HS	End	6.00
Drama JH	End	6.00
Drill Team Sponsor HS	Equal	6.00
Elementary Technology Coach	Equal	6.00
Secondary Technology Coach	Equal	8.00
Elementary Performance/Production <i>(Music Teachers Will Be Given Priority: minimum of two separate productions and includes planning, practice, advertising, etc.)</i> <i>NOTE: This supplement may be used a maximum of three times per school.</i>	End	3.00
Elementary Track Meet Coordinator	End	3.60
ESE Intervention Committee Facilitator	Equal	4.50
Flag Corps Sponsor	Equal	3.20
Freshman Class Sponsor	Equal	2.60
Future Educators Club	Equal	5.00
Instructional Application Facilitator	End	6.00
Junior Class Sponsor	Equal	4.75
Majorette Sponsor	Equal	3.20
Math Field Day Coordinator, District	End	3.60
Math Team <i>(Must include formal competitions outside of the school setting.)</i>	End	3.10
National Beta Club Sponsor	Equal	4.10
National Junior High Honor Society Sponsor	Equal	3.10
National Honor Society Sponsor	Equal	4.10
Newspaper Staff HS	Equal	4.10
Newspaper Staff JH	Equal	2.50
Peer Teacher (with portfolio requirement)	Equal	6.00
Professional Learning Certification Program (PDLCP) Mentor	End	4.00
Safety Patrol Elementary	Equal	2.10
Science Fair Coordinator, District	End	6.00
Science Fair Coordinator, Local School	End	3.60
Senior Class Sponsor	Equal	4.25

Supplement	Method of Payment	Percent
Sophomore Class Sponsor	Equal	2.75
Specialist, 10-Month	Equal	6.00
Specialist, 11-Month	Equal	6.60
Specialist, 12-Month	Equal	7.90
Special Olympics Coordinator	End	6.00
Spelling Bee Coordinator, District	End	3.60
Student Council Elementary	Equal	1.50
Student Council HS	Equal	4.10
Student Council JH	Equal	3.60
Support Peer Teacher (Without portfolio requirements)	Equal	4.00
Title I Lead Teacher/Department Head	Equal	6.00
Very Special Arts Coordinator	Equal	6.00

Athletics Supplements:

1. **Athletic supplements for seasonal sports shall be paid in a lump sum upon completion of the activity. A supplement will be prorated if a coach quits prior to completion of the season. No more than three (3) athletic supplements may be paid to a single individual without approval of the Superintendent and documentation that all resources have been exhausted.

Exceptions – Football supplements will be paid as follows:

- 75% at end of playing season
- 25% at end of spring practice

2. Athletic Coach Certification: All Coaches must possess a valid part-time athletic coaching or full-time professional Educator's certificate from the State of Florida. A copy of the certificate or a copy of a completed application for the certificate, with evidence that all requirements for certification have been met, must be presented prior to student contact. Head coaches, athletic directors, and junior high/middle school activities program coordinators who have the Florida certification endorsement as Athletic Coach in addition to their regular teaching certification will receive 1.0% of the base salary, in addition to their athletic supplement upon presentation of the certification endorsement.

Supplement	Method of Payment	Percent
Athletic Coaching Endorsement <i>(Head, Athletic Directors, JH, School Programs Coordinators with athletic coaching endorsement)</i>	End	1.00
Baseball, Head HS	End	12.00
Baseball, Assistant HS	End	7.00
Baseball, JV Head HS	End	8.00
Baseball, Head JH	End	6.00
Baseball, Assistant JH	End	5.00
Basketball, Head HS	End	13.60
Basketball, Assistant HS	End	8.00
Basketball, JV Head HS	End	6.85

Supplement	Method of Payment	Percent
Basketball, Head JH	End	6.85
Cheerleading, Head Varsity	Equal	12.00
Cheerleading, Head Junior Varsity HS	Equal	9.00
Cheerleading, Head JH	Equal	9.00
Cross Country, Head HS	End	6.00
Flag Football, Head HS/JH/M	End	6.00
Football, Head HS	End	18.25
Football, Assistant HS	End	11.55
Football, JV, Head HS	End	12.00
Football, Head JH	End	10.00
Football, Assistant JH	End	9.10
Golf, Head HS	End	6.50
Intramural Program Sponsor JH	End	5.15
Intramural Program Sponsor JH Assistant	End	4.70
Lacrosse, Head HS	End	10.00
Rhythmic Gymnastics, Head HS/JH/M	End	6.00
Soccer, Head HS	End	10.00
Soccer, Assistant HS	End	6.00
Soccer, Head JV HS	End	7.00
Soccer, Head JH	End	6.00
Soccer, Assistant JH	End	5.15
Softball, Head HS (Fast Pitch)	End	12.00
Softball, Assistant HS (Fast Pitch)	End	7.00
Softball, Head JV HS (Fast Pitch)	End	8.00
Softball, Head JH (Fast Pitch)	End	6.00
Softball, Assistant JH (Fast Pitch)	End	5.00
Softball, Head HS (Slow Pitch)	End	7.00
Softball, Assistant HS (Slow Pitch)	End	6.00
Softball, Head JH (Slow Pitch)	End	6.00
Softball, Assistant JH (Slow Pitch)	End	5.00
Swimming, Head HS	End	10.00
Swimming, Head JH	End	5.15
Tennis, Head HS	End	7.00
Track, Head HS	End	10.00
Track, Assistant HS	End	7.00
Track, Head JH	End	6.00
Track, Assistant JH	End	5.15
Volleyball, Head HS	End	10.00

Supplement	Method of Payment	Percent
Volleyball, Assistant HS	End	7.00
Volleyball, Assistant JH	End	5.15
Volleyball, Head JV	End	6.00
Volleyball, Head JH	End	6.00
Weightlifting, Head HS	End	7.00
Weightlifting, Head JH	End	6.00
Wrestling, Head HS	End	10.00
Wrestling, Assistant HS	End	7.00
Wrestling, Head JH	End	5.15

2024-2025 through 2026-2027 Master Contract

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Community Education – Fee Based Salaries

2024-2025

Class Offerings

Effective 7/01/2013:

Art	\$26.00/ hour instruction only
Basic Photography	\$26.00/ hour instruction only
Dancing (All)	\$26.00/ hour instruction only
Driver's Education	\$26.00/ hour instruction only
Culinary Arts (All) \$	\$26.00/ hour instruction only
Video Production Class	\$26.00/ hour instruction only
AutoCAD	\$26.00/ hour instruction only
Graphics	\$26.00/ hour instruction only
Computer Classes (All)	\$26.00/ hour instruction only
Crafts (All)	\$26.00/ hour instruction only
First Aid/CPR	\$26.00/ hour instruction only
Foreign Languages	\$26.00/ hour instruction only
Gymnastics	\$26.00/ hour instruction only
Music/Choral/Instrumental	\$26.00/ hour instruction only
Physical Education (All)	\$26.00/ hour instruction only
Parenting	\$26.00/ hour instruction only
Sign Language	\$26.00/ hour instruction only
Technology Education	\$26.00/ hour instruction only
Baton Twirling	\$26.00/ hour instruction only
Drama	\$26.00/ hour instruction only
Auto Mechanics	\$26.00/ hour instruction only
Business Enterprise: Home Based	\$26.00/ hour instruction only
ParaPro Assessment Review	\$26.00/ hour instruction only
Community Education Assistant	\$15.00 per hour
Test Coordinator (Adult Ed.)	\$15.00 per hour
Evening Monitor (Adult Ed.)	\$15.00 per hour
Volunteer Tutor Coordinator (Adult Ed)	\$26.00 per hour (Eff. 01/16/2014)

Summer Recreation

Site Director	*\$16.00/hour supervision plus prep time
Art Coordinator	**\$15.00/hour instruction plus prep time

*Site Director is entitled to four hours of pre-planning

**Art Coordinator is entitled to four hours of pre-planning

Registration fees are determined by the instructor's salary, retirement, social security, 35% indirect costs and materials if needed.

Revised: 02/01/2024

Section III: Support



Term of Agreement

Will be added once signed at the 12/12/2024 board meeting

~~2023-2024 through 2025-2026 Master Contract~~ 2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

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Compensation

Article XVIII: Compensation

- A. Compensation shall be provided to all employees covered by this Agreement as set forth in the Appendix of this Agreement.
- B. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six tenths (.6) or greater allocated position or for (.6) or more of each consecutive normal work day during the contract period unless otherwise indicated.
- C. Terminal Sick Leave: At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay of up to one hundred twenty (120) days to any support employee upon the employee's non-disciplinary separation from school district employment or enrollment in DROP, or to the employee's beneficiary if service is terminated by death.
 - 1. Employees hired after November 19, 2002, shall be eligible for terminal pay as defined under this policy upon completion of three (3) consecutive years of service in Clay County. For employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph C.2 (a) through C.2 (e) need not be consecutive.
 - 2. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire.

Terminal pay shall be based on the years of service in Clay County. The employee must have been:

- a. Employed for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of thirty-five percent (35%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
- b. Employed for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of forty percent (40%) times the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
- c. Employed for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of forty-five percent (45%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
- d. Employed for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of fifty percent (50%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days;

- e. Employed during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of one hundred percent (100%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
3. As used in this section, one day of leave shall mean the equivalent in hours.
 4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit one hundred percent (100%) of his/her terminal sick and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.
 5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.
 6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits and according to the following:

Payment Maximum Percentage of Accumulated Terminal Sick Leave Days

Year 1	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 2	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 3	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 4	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 5	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 6	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 7	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 8	100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days

- a. The initial payment shall be made on the last payday in April following the employee's DROP effective date, or, the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.
 - b. The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.
 - c. If an employee elects to participate in DROP for fewer than the ninety-six month maximum or, has fewer than the ninety-six month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of one hundred percent (100%) of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.
 - d. DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.
- D. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.6. of this policy, notwithstanding the limitations of paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.
- E. Staff Meetings
1. Meetings with staff may be conducted by supervisors on a monthly basis or as determined by the Superintendent. Such meetings will be conducted during the workday, whenever possible.
 2. Bus drivers and bus monitors may be required to attend meetings called by the Director of Transportation or as deemed necessary by the Superintendent.
 3. Staff meetings conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$15.00 per hour (Bus Drivers \$15.00 an hour). Inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$15.00 per hour (Bus Drivers \$15.00 an hour).
- F. Overtime payments (time and one-half) for meetings and inservice as outlined in this Article and in the Salary Schedule Table regarding Transportation Bus Drivers and Bus Monitors shall apply only when the work week extends beyond 37.5 hours and applies only to the portion extending beyond 37.5 hours.
- G. Inservice:
1. Support personnel will be paid a stipend of \$15.00, per hour for completed workshops after the normal work day.
 2. Every effort will be made to schedule mandatory inservice training during an employee's regular contract hours. Mandatory inservice scheduled outside of the regular contract hours will be paid at the stipend rate references above.

H. Summer School: (Extended School Year)

Nine (9) and ten (10) month employees of the School Board who are employed during the summer shall be paid at either (1) a rate equivalent to their normal rate of pay in effect at the close of the school year, or (2) the normal rate of pay for the position employed in during the summer, or a rate of pay selected from the rates determined for Temporary Adult Labor.

- I. Placement of support personnel in summer school positions when allocated shall be made in the best interest of the student in accordance with the IEP, current job title, consideration of the mix of the exceptionalities in the summer school setting, employee's familiarity with the specific group of students, ESE experience and training, and all else being equal, seniority. The primary consideration shall be the goal of providing optimal staffing for students within the summer school center.

J. Contract Day:

The number of contract days in a year shall be listed in Table V and may vary based on the needs of the district.

K. Experience - Clay County School Board and External Experience:

For the purpose of awarding experience on the salary schedule, a year of service shall be paid and contracted actual service of more than one-half of the normal number of contracted days for the .4 or greater allocated position employed in the year service was rendered. Service external to the Clay County School Board must be verified and approved by the Division of Human Resources. Verified experience gained in other U.S. public school systems may be approved on the same basis as experience gained in the Clay County School System. All other experience must be verified by the agency or company on the school board approved form, on letterhead stationery, or other documentation approved by the Division of Human Resources and must be full time paid actual service of more than one-half of the fiscal year indicated by the former employer. In instances where the employer is unable to verify its fiscal year, the school fiscal year shall be used. No experience may be counted more than one time for the purpose of accumulating experience.

- L. Experience on the salary schedule shall be permitted in accordance with the Rules For Implementation of Support Personnel Salary Schedule, 1.3.0 and section 2.0.0 for work done in a closely related field.

- M. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary. Personnel contracted under such schedule shall be exempted from the provisions of Table I, Rules for Implementation of the Support Personnel Salary Schedule, except those provisions of section 2.3.0. (See Table IID for salary schedule)

- N. Compensation for an employee when he/she is required to work on a paid holiday, or on a "NON PAID, NON-WORKING DAY", shall be at one and one-half times the employee's regular hourly rate of pay.

- O. All nine-month employees will be paid on the nine-month pay schedule.

2023-2024 through 2025-2026 Master Contract

Compensation Proposal History

COMPENSATION PROPOSAL HISTORY

- 2019-2020:
 - The Board proposes a one (1) step salary increase on the approved salary schedule for all CESPAs unit members employed by the district at the time of ratification by both parties. Such step increase will be retroactive to the first day of the employee's 2019-2020 contract, with the exception of rates affecting field trips which will go into effect the first day of the pay period after School Board Ratification.
 - The Board proposes a \$0.25 increase to each cell of the Support Personnel Pay Structure with the exception of Table II-D, paid retroactively to the first day of the Employee's 2019-2020 Contract.
- 2020-2021:
 - The Board proposes a \$1.00 increase to each cell of the Support Personnel Pay Structure, effective January 3, 2021. This increase applies to all Support Personnel who are employed by Clay County District Schools upon the date of contract ratification.
- 2021-2022:
 - The Board proposed a Compensation Package to increase each cell by \$0.75 on the Support Salary Schedule. The Board also proposed raising any cells below \$12.00 after the \$0.75 was applied to \$12.00. The Board proposed an additional \$1.50 per cell for the LPN / RN Salary Schedule.
 - The District proposed a one time scaled bonus for those employees who are employed at the time of the 2021-2022 contract ratification, by both the School Board and CESPAs. The scaled bonus will be based on \$1,500.00 for 10-month employees.
 - 9 month contract employee one time proposed bonus: \$1,250.00
 - 10 month contract employee one time proposed bonus: \$1,500.00
 - 11 month contract employee one time proposed bonus: \$1,750.00
 - 12 month contract employee one time proposed bonus: \$2,000.00
- 2022-2023:
 - All Articles, Appendices and Tables related to compensation will be effective as of 09/18/2022. The Board proposed changing all job classifications banded and graded at A11 and A12 to A13. The Board also proposed a Compensation Package to increase each cell by \$0.50 on the Support Salary Schedule. Additionally, the Board proposed raising any cells below \$15.00 after the \$0.50 was applied to \$15.00. The Board proposed an additional \$1.65 per cell for the newly created Table IIE: Special Compensation - Maintenance Trade Skill Workers.
 - The District proposed a one time bonus for those employees who are employed at the time of the 2022-2023 contract ratification, by both the School Board and CESPAs.
 - 9 month contract employee one time proposed bonus: \$1,000.00
 - 10 month contract employee one time proposed bonus: \$1,100.00
 - 11 month contract employee one time proposed bonus: \$1,250.00
 - 12 month contract employee one time proposed bonus: \$1,500.00

- 2023-2024:
 - Increase compensation effective as of 07/01/2023, with the exception of supplemental, overtime and field trip increases will be in effect for hours worked after January 01, 2024.
 - Increase each cell by \$1.00, does not include those non-instructional employees who are in the compressed area of the salary schedule.
 - Increase the starting pay scale by an additional \$1.40 per hour for Technical Specialists.
 - Create a new placement schedule for Bus Drivers, new hires may be awarded up to 10 years verified experience and field trip pay be at the driver's contracted hourly rate.
 - Reclassify Record Secretary and ESE Secretary positions from B21 to B22.
 - Increase the rate of all required staff meetings and inservice held outside of contracted hours to \$15.00 per hour.
 - Increase the supplement for Behavioral Health Assistants who hold Safe Crisis Management certification to \$0.75 per hour.
- 2024-2025:
 - Increase compensation effective as of 07/01/2024.
 - Those who have earned one year of experience will receive a step increase plus an additional \$0.75 per hour added to salary schedules, this does not include non-instructional employees who are in a compressed area of their salary schedule, who will receive a step increase and a minimum of \$0.20 per hour
 - Size supplement for bookkeepers and elementary principal secretary/bookkeepers
 - Increase shoe allowance
 - Head Custodians move from B22 to B23
 - Heavy Equipment Operators move from M22 to M23
 - PT and OT Assistants can bring in 10 years of experience
 - District will absorb insurance increase

~~2023-2024 through 2025-2026 Master Contract~~ 2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table I: Rules for Implementation

1.0.0 Salary Schedule Structure

- 1.1.0 The salary schedule will include twenty five (25) steps for each Band/Grade. There shall be a constant percentage between each step within the Band/Grade.
- 1.1.1 A \$500.00 permanent longevity supplement will be given annually to employees who are on step 25.
- 1.1.2 Employees with 25 years of service who received the Permanent Longevity Supplement in the 2023-2024 school year will be grandfathered in to continue to receive the annual supplement contingent upon continuous employment.

1.2.0 The range spread between step 1 and step 25 shall be greater for the higher Bands/Grades.

1.3.0 Placement on Salary Schedule

- 1.3.1 After initial implementation of the schedule, new employees shall be placed at the step (1-5) associated with approved years of verified, directly-related experience in their same job category.
- 1.3.2 Step 1 through Step 5 shall correspond to 0 to 4 years of experience. Step 5 shall be the maximum step for initial placement of new employees.
- 1.3.3 This limitation shall not apply to support personnel who elect to transfer from their support position to an administrative or Table I managerial position, and then back to a support position. Step placement for such personnel shall be in accordance with section 3.6.0 of this Table.
- 1.3.4 The Waste/Water Operator, Wastewater Operator and/or Lead Waste/Water Operator will be able to bring all approved years of verified, directly-related experience to the job entry level.
- 1.3.5 Positions which require subsequent acquisition of State School Bus Mechanic Certification will be able to bring up to ten (10) years of verified, directly related experience to the job entry level.
- 1.3.6 The positions of Programmer/Analyst, Network Specialist, Instructional Application Specialist, Network Security Specialist, Lead HVAC Technician, HVAC Technician, Lead Electrical Technician, Electrical Technician, Lead Electronics Technician, Electronics Technician, Lead Plumber, Plumber, Boiler Tender, Lead Painter, Painter, Lead Carpenter, Carpenter, Lead Roofer, Roofer, Lead Heavy Equipment Operator, Heavy Equipment Operator, Maintenance Mechanic, District-Wide School Maintenance Mechanic, Lead Pest Control Operator, Pest Control Operator, Locksmith, Building Automation Specialist (BAS) Technician, Building Automation Specialist (BAS) Specialist, Cafeteria Kitchen Equipment Technician, and Lead Cafeteria Kitchen Equipment Technician will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful demonstration of the directly-related experience. Beginning July 1, 2015, RN and LPN positions will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful demonstration of the directly-related experience. Beginning July 1, 2016, RN's and LPN's hired prior to July 1, 2015, will have ninety days following ratification to submit to Human Resources any documented years of outside service beyond the initial years used for placement upon hire. After verification of said documents, said employees will be credited with up to a total of ten (10) years verified, directly related experience and pay will be applied to their pay scale upon ratification.
- 1.4.0 Former Clay County teachers who take a teacher assistant support position immediately upon leaving their teaching position in Clay County shall be credited with their Clay County teaching experience, up to the maximum experience on the current salary schedule.

2.0.0 **Advancement on Salary Schedule**

- 2.1.0 Step increases shall be subject to collective bargaining and there shall be no presumption of advancement beyond the current step after 2003-2004.
- 2.2.0 A year of experience shall be earned if the employee has earned one day over one-half of the contract year for the allocated position of .4 or greater.
- 2.3.0 Effective with the 1998-99 school year, any employee who receives an overall rating of Below Standards in the final performance evaluation conference of the school year will receive the same salary in the next school year as he/she received during the Below Standards year of service. Such employee will be ineligible for negotiated advancement on the applicable salary schedule (i.e. receipt of a step), regardless of stipulations in Section 2.2. above. In addition, the employee who receives such a rating will be ineligible for receipt of any negotiated increase in the actual value of a step on the applicable salary schedule. This salary freeze shall not apply to incentive pay added to the normal contracted salary. This salary freeze will apply for, at least, the school year following the employee's receipt of the Below Standards evaluation. If, during the frozen salary year, the employee earns at least an "Achieves Standards" rating on the year's evaluation, he/she will be placed back on the salary schedule for the following year, and, if eligible and bargained, granted a step. If the employee referenced in 1. above receives at least "Achieves Standards" ratings in the final performance evaluation conferences of the two school years following the receipt of a "Below Standards" rating, the employee will be eligible, the third year, for the salary step and/or step amount that would have applied had the employee never earned the "Below Standards" rating.
- 2.4.0 All experience granted prior to January 1, 1993, under existing rules and regulations shall remain credited to the employee.

3.0.0 **Reclassification Due To Transfer/Surplus/Discipline/Promotions**

- 3.1.0 Employees transferring to another job classification shall be placed on the schedule for the new band/grade based on placement in accordance with the provisions of this section.
- 3.2.0 Employees who voluntarily transfer to a job with a higher band/grade will be immediately reclassified and the pay rate adjusted in accordance with the new step placement. Step placement will be based on verified approved experience in the new job, up to step 10, or on the current step placement, whichever is higher. Employees on a special compensation salary schedule, who voluntarily transfer to a job, will be immediately reclassified and the pay rate adjusted in accordance with the new step placement. Step placement will be based on verified, approved experience in the new job, up to step 10, or on the current step placement, whichever is higher.
- 3.3.0 Employees who voluntarily transfer to a job with a lower or same band/grade will be immediately reclassified and the pay rate adjusted. Step placement will be based on the current step placement, or the step appropriate for experience credited in the new position, up to step five (5).
- 3.4.0 If an employee is involuntarily transferred to a job with a lower band/grade with an effective start date at the beginning of the next contract year, adjustment of pay to the lower band/grade will start at the beginning of the next contract year.
- 3.5.0 If an employee is involuntarily transferred to a job with a lower band/grade with an effective start date before the beginning of the next contract year, adjustment of pay to the lower band/grade will start at the beginning of the next contract year.
- 3.6.0 Employees who are transferred as the result of disciplinary action will be immediately reclassified to the new band/grade at the same step and the pay rate adjusted.

- 3.7.0 Support employees who elect to transfer to a managerial or administrative position in Clay County, and who later transfer back to a support position, will be placed on the band/grade applicable for the support position at the step they held prior to leaving the support position.
- 3.8.0 An employee who is officially assigned, in writing, by the Supervisor, to fulfill the duties of an absent employee who works in a higher band/grade shall, after seven (7) consecutive days, be paid at his own step but at the higher band/grade for all of the time during which he was assigned to the higher band/grade. Such assignment shall be at the sole discretion of the Supervisor.
- 4.0.0 **Job Descriptions and Initial Classification and Reclassification Procedures**
- 4.1.0 The Board shall approve and maintain a separate job description for each position listed in Table V.
- 4.1.1 An initial classification for a new position shall be reviewed for initial classification in accordance with the procedures in this section.
- 4.1.2 Thirty (30) days prior to a new CESPAs bargaining unit position being proposed for Board approval, the new job description shall be submitted to a review committee comprised of the Assistant Superintendent for Human Resources, Director of Support Personnel and a CESPAs Representative designated by the CESPAs president, (CESPA representative shall not be currently assigned to the department or school which is under review).
- 4.1.3 This committee will review the documentation and relevant analysis data supporting the new proposed position. The Assistant Superintendent for Human Resources will notify the responsible supervisor and CESPAs of his/her decision as to classification. Bargaining implications may apply.
- 4.1.4 Reclassification or position reevaluation - A responsible immediate supervisor or employee may request a position reevaluation of a CESPAs bargaining unit position. When such a reevaluation is requested, relevant documentation shall be provided which supports that there has been a change in responsibilities.
- 4.1.5 The Assistant Superintendent for Human Resources, Director of Support Personnel and a CESPAs Representative designated by the CESPAs president (CESPA representative shall not be currently assigned to the department or school which is under review) will meet within 10 days of receipt of the documentation and request to review the documentation and relevant analysis data supporting the review request. The Assistant Superintendent for Human Resources will notify the responsible supervisor of his/her decision and CESPAs of his/her decision. Bargaining implications may apply.
- 4.1.6 The documentation to be considered in reevaluating a position should include evidence of a major permanent change in a job responsibility, data from a sample of the job class, position description questionnaire and employee/supervisor interviews. If the changed job responsibilities match an existing job description, the employee will be moved to the new classification and his/her salary will be adjusted in accordance with approved procedures. If the job responsibilities do not match an existing job description, the job may be reanalyzed and reclassified or the supervisor may be instructed to reassign the new responsibilities to a more appropriate job classification.
- 4.1.7 Prior to the implementation of any changes in a job description, the affected employee(s) shall be notified in writing. A review of the changes shall be made with the employee(s). The employee(s) shall receive a copy of the new/updated job description. In the event that the qualifications as set forth change to the extent that an employee is no longer qualified to continue in the position, the employee(s) shall be provided reasonable assistance in receiving additional training and/or be provided priority placement assistance in moving to another position for which they are qualified.

Table II A: Support Salary Schedule

The School District of Clay County 2023-2024 Support Personnel Pay Structure

B/G	A13	B21	B22	B23	B24	B31	B32	C41	C42	C43
STEP 1	\$15.10	\$15.20	\$15.25	\$15.30	\$16.35	\$17.42	\$19.20	\$20.68	\$22.14	\$23.71
STEP 2	\$15.20	\$15.40	\$15.50	\$15.60	\$16.77	\$17.89	\$19.75	\$21.32	\$22.81	\$24.46
STEP 3	\$15.30	\$15.60	\$15.75	\$16.37	\$17.19	\$18.38	\$20.30	\$21.96	\$23.51	\$25.23
STEP 4	\$15.40	\$15.75	\$16.03	\$16.78	\$17.62	\$18.90	\$20.88	\$22.64	\$24.27	\$26.03
STEP 5	\$15.50	\$15.90	\$16.41	\$17.23	\$18.07	\$19.41	\$21.47	\$23.35	\$25.02	\$26.85
STEP 6	\$15.60	\$16.04	\$16.82	\$17.64	\$18.54	\$19.95	\$22.08	\$24.07	\$25.81	\$27.71
STEP 7	\$15.70	\$16.42	\$17.24	\$18.08	\$19.01	\$20.53	\$22.72	\$24.83	\$26.65	\$28.59
STEP 8	\$15.80	\$16.84	\$17.67	\$18.56	\$19.51	\$21.10	\$23.38	\$25.62	\$27.50	\$29.54
STEP 9	\$16.23	\$17.26	\$18.12	\$19.02	\$19.99	\$21.69	\$24.06	\$26.42	\$28.38	\$30.58
STEP 10	\$16.60	\$17.68	\$18.58	\$19.52	\$20.53	\$22.32	\$24.77	\$27.27	\$29.28	\$31.48
STEP 11	\$16.98	\$18.13	\$19.07	\$20.01	\$21.06	\$23.00	\$25.51	\$28.14	\$30.24	\$32.51
STEP 12	\$17.38	\$18.59	\$19.56	\$20.55	\$21.62	\$23.68	\$26.26	\$29.07	\$31.24	\$33.58
STEP 13	\$17.80	\$19.07	\$20.11	\$21.08	\$22.20	\$24.39	\$27.06	\$30.01	\$32.27	\$34.69
STEP 14	\$18.21	\$19.55	\$20.63	\$21.64	\$22.79	\$25.13	\$27.86	\$30.98	\$33.33	\$35.82
STEP 15	\$18.65	\$20.06	\$21.18	\$22.22	\$23.40	\$25.89	\$28.70	\$31.99	\$34.44	\$37.00
STEP 16	\$19.10	\$20.58	\$21.76	\$22.82	\$24.03	\$26.67	\$29.57	\$33.04	\$35.58	\$38.24
STEP 17	\$19.56	\$21.11	\$22.36	\$23.43	\$24.68	\$27.49	\$30.46	\$34.12	\$36.77	\$39.51
STEP 18	\$20.04	\$21.67	\$22.97	\$24.06	\$25.36	\$28.33	\$31.39	\$35.25	\$38.00	\$40.83
STEP 19	\$20.51	\$22.18	\$23.52	\$24.65	\$25.98	\$29.04	\$32.18	\$36.15	\$38.98	\$41.89
STEP 20	\$21.00	\$22.75	\$24.15	\$25.30	\$26.68	\$29.91	\$33.13	\$37.32	\$40.25	\$43.26
STEP 21	\$22.05	\$23.93	\$25.44	\$26.64	\$28.11	\$31.63	\$35.04	\$39.57	\$42.71	\$45.92
STEP 22	\$22.61	\$24.60	\$26.17	\$27.41	\$28.92	\$32.64	\$36.16	\$40.94	\$44.20	\$47.52
STEP 23	\$23.30	\$25.39	\$27.02	\$28.30	\$29.87	\$33.80	\$37.44	\$42.47	\$45.88	\$49.32
STEP 24	\$24.02	\$26.22	\$27.93	\$29.25	\$30.87	\$35.03	\$38.80	\$44.11	\$47.67	\$51.25
STEP 25	\$24.81	\$27.13	\$28.93	\$30.28	\$31.97	\$36.39	\$40.30	\$45.92	\$49.65	\$53.38

2023 – 2024 Compensation Proposal, effective 07/01/2023: All Cells reflect a \$1.00 increase for contracted hours only. The \$1.00 per hour increase does not include employees who are in the compressed area of the salary schedule. The Board is proposing to start the decompression of the Support Salary Schedule with a range of \$0.10 to \$0.90 per hour for the compressed area.

2023-2024 through 2025-2026 Master Contract

The School District of Clay County
2024 - 2025 Support Personnel Pay Structure

<u>B/G</u>	<u>A13</u>	<u>B21</u>	<u>B22</u>	<u>B23</u>	<u>B24</u>	<u>B31</u>	<u>B32</u>	<u>C41</u>	<u>C42</u>	<u>C43</u>
<u>STEP 1</u>	\$15.10	\$15.40	\$15.55	\$15.70	\$17.10	\$18.17	\$19.95	\$21.43	\$22.89	\$24.46
<u>STEP 2</u>	\$15.40	\$15.70	\$15.95	\$16.25	\$17.52	\$18.64	\$20.50	\$22.07	\$23.56	\$25.21
<u>STEP 3</u>	\$15.55	\$16.00	\$16.35	\$17.12	\$17.94	\$19.13	\$21.05	\$22.71	\$24.26	\$25.98
<u>STEP 4</u>	\$15.75	\$16.25	\$16.78	\$17.53	\$18.37	\$19.65	\$21.63	\$23.39	\$25.02	\$26.78
<u>STEP 5</u>	\$15.95	\$16.50	\$17.16	\$17.98	\$18.82	\$20.16	\$22.22	\$24.10	\$25.77	\$27.60
<u>STEP 6</u>	\$16.15	\$16.79	\$17.57	\$18.39	\$19.29	\$20.70	\$22.83	\$24.82	\$26.56	\$28.46
<u>STEP 7</u>	\$16.35	\$17.17	\$17.99	\$18.83	\$19.76	\$21.28	\$23.47	\$25.58	\$27.40	\$29.34
<u>STEP 8</u>	\$16.55	\$17.59	\$18.42	\$19.31	\$20.26	\$21.85	\$24.13	\$26.37	\$28.25	\$30.29
<u>STEP 9</u>	\$16.98	\$18.01	\$18.87	\$19.77	\$20.74	\$22.44	\$24.81	\$27.17	\$29.13	\$31.33
<u>STEP 10</u>	\$17.35	\$18.43	\$19.33	\$20.27	\$21.28	\$23.07	\$25.52	\$28.02	\$30.03	\$32.23
<u>STEP 11</u>	\$17.73	\$18.88	\$19.82	\$20.76	\$21.81	\$23.75	\$26.26	\$28.89	\$30.99	\$33.26
<u>STEP 12</u>	\$18.13	\$19.34	\$20.31	\$21.30	\$22.37	\$24.43	\$27.01	\$29.82	\$31.99	\$34.33
<u>STEP 13</u>	\$18.55	\$19.82	\$20.86	\$21.83	\$22.95	\$25.14	\$27.81	\$30.76	\$33.02	\$35.44
<u>STEP 14</u>	\$18.96	\$20.30	\$21.38	\$22.39	\$23.54	\$25.88	\$28.61	\$31.73	\$34.08	\$36.57
<u>STEP 15</u>	\$19.40	\$20.81	\$21.93	\$22.97	\$24.15	\$26.64	\$29.45	\$32.74	\$35.19	\$37.75
<u>STEP 16</u>	\$19.85	\$21.33	\$22.51	\$23.57	\$24.78	\$27.42	\$30.32	\$33.79	\$36.33	\$38.99
<u>STEP 17</u>	\$20.31	\$21.86	\$23.11	\$24.18	\$25.43	\$28.24	\$31.21	\$34.87	\$37.52	\$40.26
<u>STEP 18</u>	\$20.79	\$22.42	\$23.72	\$24.81	\$26.11	\$29.08	\$32.14	\$36.00	\$38.75	\$41.58
<u>STEP 19</u>	\$21.26	\$22.93	\$24.27	\$25.40	\$26.73	\$29.79	\$32.93	\$36.90	\$39.73	\$42.64
<u>STEP 20</u>	\$21.75	\$23.50	\$24.90	\$26.05	\$27.43	\$30.66	\$33.88	\$38.07	\$41.00	\$44.01
<u>STEP 21</u>	\$22.80	\$24.68	\$26.19	\$27.39	\$28.86	\$32.38	\$35.79	\$40.32	\$43.46	\$46.67
<u>STEP 22</u>	\$23.36	\$25.35	\$26.92	\$28.16	\$29.67	\$33.39	\$36.91	\$41.69	\$44.95	\$48.27
<u>STEP 23</u>	\$24.05	\$26.14	\$27.77	\$29.05	\$30.62	\$34.55	\$38.19	\$43.22	\$46.63	\$50.07
<u>STEP 24</u>	\$24.77	\$26.97	\$28.68	\$30.00	\$31.62	\$35.78	\$39.55	\$44.86	\$48.42	\$52.00
<u>STEP 25</u>	\$25.56	\$27.88	\$29.68	\$31.03	\$32.72	\$37.14	\$41.05	\$46.67	\$50.40	\$54.13

2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table II B: Special Compensation – OT/PT Assistants

~~2023–2024~~ 2024 - 2025

Certified or licensed Occupational and Physical Therapist Assistants shall be assigned an hourly rate from the following schedule:

Step	Years Experience	Hourly Rate	<u>Hourly Rate</u>
A	0	\$21.07	<u>\$21.82</u>
B	1 - 2	\$23.40	<u>\$24.15</u>
C	3 - 4	\$25.71	<u>\$26.46</u>
D	5 - 6	\$28.00	<u>\$28.75</u>
E	7 - 8	\$30.31	<u>\$31.06</u>
F	9 - 10	\$32.62	<u>\$33.37</u>
G	11 -12	\$34.91	<u>\$35.66</u>
H	13 -14	\$37.22	<u>\$37.97</u>
I	15 -16	\$39.53	<u>\$40.28</u>
J	17 - 18	\$41.82	<u>\$42.57</u>
K	19 - 20	\$44.66	<u>\$45.41</u>

CONTRACTED DAYS = 196

2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table II C: Special Compensation – LPN/RN

~~2023-2024~~ 2024-2025

Step	Experience	Hourly Rates		LPN	RN
		LPN	RN		
1	0	\$17.48	\$19.60	<u>\$18.23</u>	<u>\$20.35</u>
2	1	\$17.86	\$20.04	<u>\$18.61</u>	<u>\$20.79</u>
3	2	\$18.23	\$20.49	<u>\$18.98</u>	<u>\$21.24</u>
4	3	\$18.63	\$20.95	<u>\$19.38</u>	<u>\$21.70</u>
5	4	\$19.06	\$21.44	<u>\$19.81</u>	<u>\$22.19</u>
6	5	\$19.49	\$21.95	<u>\$20.24</u>	<u>\$22.70</u>
7	6	\$19.93	\$22.48	<u>\$20.68</u>	<u>\$23.23</u>
8	7	\$20.40	\$23.02	<u>\$21.15</u>	<u>\$23.77</u>
9	8	\$20.87	\$23.58	<u>\$21.62</u>	<u>\$24.33</u>
10	9	\$21.36	\$24.15	<u>\$22.11</u>	<u>\$24.90</u>
11	10	\$21.89	\$24.76	<u>\$22.64</u>	<u>\$25.51</u>
12	11	\$22.42	\$25.39	<u>\$23.17</u>	<u>\$26.14</u>
13	12	\$22.98	\$26.04	<u>\$23.73</u>	<u>\$26.79</u>
14	13	\$23.55	\$26.81	<u>\$24.30</u>	<u>\$27.56</u>
15	14	\$24.15	\$27.50	<u>\$24.90</u>	<u>\$28.25</u>
16	15	\$24.77	\$28.24	<u>\$25.52</u>	<u>\$28.99</u>
17	16	\$25.37	\$29.01	<u>\$26.12</u>	<u>\$29.76</u>
18	17	\$25.97	\$29.81	<u>\$26.72</u>	<u>\$30.56</u>
19	18	\$26.57	\$30.51	<u>\$27.32</u>	<u>\$31.26</u>
20	19	\$27.22	\$31.32	<u>\$27.97</u>	<u>\$32.07</u>
21	20	\$28.57	\$32.97	<u>\$29.32</u>	<u>\$33.72</u>
22	21	\$29.37	\$33.94	<u>\$30.12</u>	<u>\$34.69</u>
23	22	\$30.27	\$35.04	<u>\$31.02</u>	<u>\$35.79</u>
24	23	\$31.23	\$36.22	<u>\$31.98</u>	<u>\$36.97</u>
25	24	\$32.28	\$37.51	<u>\$33.03</u>	<u>\$38.26</u>

RN and LPN positions will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful documentation of the directly-related experience.

~~2023-2024 Compensation Proposal, effective 07/01/2023: All Cells reflect a \$1.00 increase for contracted hours only.~~

~~2023-2024 through 2025-2026 Master Contract~~ 2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table II D: Special Compensation – Transportation Bus Drivers

~~2023-2024~~ 2024-2025

Step	Years Experience	Hourly Rate	<u>Hourly Rate</u>
1	0	\$17.00	<u>\$17.20</u>
2	1	\$17.42	<u>\$18.17</u>
3	2	\$17.82	<u>\$18.57</u>
4	3	\$18.12	<u>\$18.87</u>
5	4	\$18.52	<u>\$19.27</u>
6	5	\$18.92	<u>\$19.67</u>
7	6	\$19.32	<u>\$20.07</u>
8	7	\$19.72	<u>\$20.47</u>
9	8	\$20.12	<u>\$20.87</u>
10	9	\$20.52	<u>\$21.27</u>
11	10	\$20.92	<u>\$21.67</u>
12	11	\$21.32	<u>\$22.07</u>
13	12	\$21.72	<u>\$22.47</u>
14	13	\$22.12	<u>\$22.87</u>
15	14	\$22.52	<u>\$23.27</u>
16	15	\$22.92	<u>\$23.67</u>
17	16	\$23.32	<u>\$24.07</u>
18	17	\$23.72	<u>\$24.47</u>
19	18	\$24.12	<u>\$24.87</u>
20	19	\$24.52	<u>\$25.27</u>
21	20	\$24.92	<u>\$25.67</u>
22	21	\$25.50	<u>\$26.25</u>
23	22	\$26.50	<u>\$27.25</u>
24	23	\$27.00	<u>\$27.75</u>
25	24	\$28.15	<u>\$28.90</u>

2023–2024 Compensation Proposal, effective 07/01/2023 for contracted hours, with the exception of supplemental, overtime and field trip increases will be in effect for hours worked after January 01, 2024.

~~2023-2024 through 2025-2026 Master Contract~~ 2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table II E: Special Compensation – Maintenance Trade Skill Workers

~~2023-2024~~ **2024-2025**

The Maintenance Trade Skill Workers listed below will be paid according to this Salary Schedule:

M13	General Maintenance Worker Warehouser
M21	Warehouser, Senior
M22	Building Automation Systems (BAS) Technical Assistant Carpenter Assistant Electrical Technician Assistant Heavy Equipment Operator Mechanic Assistant Painter Small Engine Mechanic
M23	Cafeteria Kitchen Equipment Technician Carpenter District Wide School Maintenance Mechanic Electrical Technician Electronics Technician <u>Heavy Equipment Operator</u> HVAC Technician Irrigation Mechanic/Plumber Locksmith Mechanic Plumber Roofer
M31	Head Custodian I
M32	Lead Access Controls/Locksmith Lead Cafeteria Kitchen Equipment Technician Lead Carpenter Lead Electrical Technician Lead Electronics Technician Lead Heavy Equipment Operator Lead HVAC Technician Lead Painter Lead Plumber Lead Roofer Warehouse Manager

**Table II E: Special Compensation – Maintenance Trade Skill Workers
2023-2024**

B/G	M13	M21	M22	M23	M31	M32
STEP 1	\$16.75	\$16.80	\$16.95	\$17.05	\$19.07	\$20.85
STEP 2	\$16.85	\$16.95	\$17.25	\$17.45	\$19.54	\$21.40
STEP 3	\$16.95	\$17.10	\$17.55	\$18.02	\$20.03	\$21.95
STEP 4	\$17.05	\$17.25	\$17.68	\$18.43	\$20.55	\$22.53
STEP 5	\$17.15	\$17.40	\$18.06	\$18.88	\$21.06	\$23.12
STEP 6	\$17.25	\$17.69	\$18.47	\$19.29	\$21.60	\$23.73
STEP 7	\$17.35	\$18.07	\$18.89	\$19.73	\$22.18	\$24.37
STEP 8	\$17.45	\$18.49	\$19.32	\$20.21	\$22.75	\$25.03
STEP 9	\$17.88	\$18.91	\$19.77	\$20.67	\$23.34	\$25.71
STEP10	\$18.25	\$19.33	\$20.23	\$21.17	\$23.97	\$26.42
STEP 11	\$18.63	\$19.78	\$20.72	\$21.66	\$24.65	\$27.16
STEP 12	\$19.03	\$20.24	\$21.21	\$22.20	\$25.33	\$27.91
STEP 13	\$19.45	\$20.72	\$21.76	\$22.73	\$26.04	\$28.71
STEP 14	\$19.86	\$21.20	\$22.28	\$23.29	\$26.78	\$29.51
STEP 15	\$20.30	\$21.71	\$22.83	\$23.87	\$27.54	\$30.35
STEP 16	\$20.75	\$22.23	\$23.41	\$24.47	\$28.32	\$31.22
STEP 17	\$21.21	\$22.76	\$24.01	\$25.08	\$29.14	\$32.11
STEP 18	\$21.69	\$23.32	\$24.62	\$25.71	\$29.98	\$33.04
STEP 19	\$22.16	\$23.83	\$25.17	\$26.30	\$30.69	\$33.83
STEP 20	\$22.65	\$24.40	\$25.80	\$26.95	\$31.56	\$34.78
STEP 21	\$23.70	\$25.58	\$27.09	\$28.29	\$33.28	\$36.69
STEP 22	\$24.26	\$26.25	\$27.82	\$29.06	\$34.29	\$37.81
STEP 23	\$24.95	\$27.04	\$28.67	\$29.95	\$35.45	\$39.09
STEP 24	\$25.67	\$27.87	\$29.58	\$30.90	\$36.68	\$40.45
STEP 25	\$26.46	\$28.78	\$30.58	\$31.93	\$38.04	\$41.95

2023 – 2024 Compensation Proposal, effective 07/01/2023: All Cells reflect a \$1.00 increase for contracted hours only. The \$1.00 per hour increase does not include employees who are in the compressed area of the salary schedule. The Board is proposing to start the decompression of the Support Salary Schedule with a range of \$0.10 to \$0.90 per hour for the compressed area.

2023-2024 through 2025-2026 Master Contract

**Table II E: Special Compensation - Maintenance Trade Skill Workers
2024 - 2025**

B/G	<u>M13</u>	<u>M21</u>	<u>M22</u>	<u>M23</u>	<u>M31</u>	<u>M32</u>
<u>STEP 1</u>	\$16.75	\$17.00	\$17.05	\$17.80	\$19.82	\$21.60
<u>STEP 2</u>	\$17.05	\$17.25	\$17.45	\$18.20	\$20.29	\$22.15
<u>STEP 3</u>	\$17.20	\$17.50	\$17.85	\$18.77	\$20.78	\$22.70
<u>STEP 4</u>	\$17.40	\$17.80	\$18.28	\$19.18	\$21.30	\$23.28
<u>STEP 5</u>	\$17.60	\$18.15	\$18.81	\$19.63	\$21.81	\$23.87
<u>STEP 6</u>	\$17.80	\$18.44	\$19.22	\$20.04	\$22.35	\$24.48
<u>STEP 7</u>	\$18.00	\$18.82	\$19.64	\$20.48	\$22.93	\$25.12
<u>STEP 8</u>	\$18.20	\$19.24	\$20.07	\$20.96	\$23.50	\$25.78
<u>STEP 9</u>	\$18.63	\$19.66	\$20.52	\$21.42	\$24.09	\$26.46
<u>STEP10</u>	\$19.00	\$20.08	\$20.98	\$21.92	\$24.72	\$27.17
<u>STEP 11</u>	\$19.38	\$20.53	\$21.47	\$22.41	\$25.40	\$27.91
<u>STEP 12</u>	\$19.78	\$20.99	\$21.96	\$22.95	\$26.08	\$28.66
<u>STEP 13</u>	\$20.20	\$21.47	\$22.51	\$23.48	\$26.79	\$29.46
<u>STEP 14</u>	\$20.61	\$21.95	\$23.03	\$24.04	\$27.53	\$30.26
<u>STEP 15</u>	\$21.05	\$22.46	\$23.58	\$24.62	\$28.29	\$31.10
<u>STEP 16</u>	\$21.50	\$22.98	\$24.16	\$25.22	\$29.07	\$31.97
<u>STEP 17</u>	\$21.96	\$23.51	\$24.76	\$25.83	\$29.89	\$32.86
<u>STEP 18</u>	\$22.44	\$24.07	\$25.37	\$26.46	\$30.73	\$33.79
<u>STEP 19</u>	\$22.91	\$24.58	\$25.92	\$27.05	\$31.44	\$34.58
<u>STEP 20</u>	\$23.40	\$25.15	\$26.55	\$27.70	\$32.31	\$35.53
<u>STEP 21</u>	\$24.45	\$26.33	\$27.84	\$29.04	\$34.03	\$37.44
<u>STEP 22</u>	\$25.01	\$27.00	\$28.57	\$29.81	\$35.04	\$38.56
<u>STEP 23</u>	\$25.70	\$27.79	\$29.42	\$30.70	\$36.20	\$39.84
<u>STEP 24</u>	\$26.42	\$28.62	\$30.33	\$31.65	\$37.43	\$41.20
<u>STEP 25</u>	\$27.21	\$29.53	\$31.33	\$32.68	\$38.79	\$42.70

2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table II F: Special Compensation – Technological Specialists

The Technological Specialists listed below will be paid according to this Salary Schedule:

T32	Technical Specialist
T42	Database Specialist
T43	Instructional Application Specialist Network Specialist Programmer/Analyst

The School District of Clay County 2023-2024 Support Personnel Pay Structure

B/G	T32	T42	T43
STEP 1	\$20.60	\$23.54	\$25.11
STEP 2	\$21.15	\$24.21	\$25.86
STEP 3	\$21.70	\$24.91	\$26.63
STEP 4	\$22.28	\$25.67	\$27.43
STEP 5	\$22.87	\$26.42	\$28.25
STEP 6	\$23.48	\$27.21	\$29.11
STEP 7	\$24.12	\$28.05	\$29.99
STEP 8	\$24.78	\$28.90	\$30.94
STEP 9	\$25.46	\$29.78	\$31.98
STEP 10	\$26.17	\$30.68	\$32.88
STEP 11	\$26.91	\$31.64	\$33.91
STEP 12	\$27.66	\$32.64	\$34.98
STEP 13	\$28.46	\$33.67	\$36.09

B/G	T32	T42	T43
STEP 14	\$29.26	\$34.73	\$37.22
STEP 15	\$30.10	\$35.84	\$38.40
STEP 16	\$30.97	\$36.98	\$39.64
STEP 17	\$31.86	\$38.17	\$40.91
STEP 18	\$32.79	\$39.40	\$42.23
STEP 19	\$33.58	\$40.38	\$43.29
STEP 20	\$34.53	\$41.65	\$44.66
STEP 21	\$36.44	\$44.11	\$47.32
STEP 22	\$37.56	\$45.60	\$48.92
STEP 23	\$38.84	\$47.28	\$50.72
STEP 24	\$40.20	\$49.07	\$52.65
STEP 25	\$41.70	\$51.05	\$54.78

2023-2024 Compensation Proposal, effective 07/01/2023: All Cells reflect a \$1.00 increase for contracted hours only. Additionally, all Cells reflect an additional \$1.40 per cell for contracted hours only.

2023-2024 through 2025-2026 Master Contract

The Technological Specialists listed below will be paid according to this Salary Schedule:

T32	Technical Specialist
T42	Database Specialist
T43	Instructional Application Specialist Network Specialist Programmer/Analyst

The School District of Clay County
2024 - 2025 Support Personnel Pay Structure

<u>B/G</u>	<u>T32</u>	<u>T42</u>	<u>T43</u>
<u>STEP 1</u>	<u>\$21.35</u>	<u>\$24.29</u>	<u>\$25.86</u>
<u>STEP 2</u>	<u>\$21.90</u>	<u>\$24.96</u>	<u>\$26.61</u>
<u>STEP 3</u>	<u>\$22.45</u>	<u>\$25.66</u>	<u>\$27.38</u>
<u>STEP 4</u>	<u>\$23.03</u>	<u>\$26.42</u>	<u>\$28.18</u>
<u>STEP 5</u>	<u>\$23.62</u>	<u>\$27.17</u>	<u>\$29.00</u>
<u>STEP 6</u>	<u>\$24.23</u>	<u>\$27.96</u>	<u>\$29.86</u>
<u>STEP 7</u>	<u>\$24.87</u>	<u>\$28.80</u>	<u>\$30.74</u>
<u>STEP 8</u>	<u>\$25.53</u>	<u>\$29.65</u>	<u>\$31.69</u>
<u>STEP 9</u>	<u>\$26.21</u>	<u>\$30.53</u>	<u>\$32.73</u>
<u>STEP 10</u>	<u>\$26.92</u>	<u>\$31.43</u>	<u>\$33.63</u>
<u>STEP 11</u>	<u>\$27.66</u>	<u>\$32.39</u>	<u>\$34.66</u>
<u>STEP 12</u>	<u>\$28.41</u>	<u>\$33.39</u>	<u>\$35.73</u>
<u>STEP 13</u>	<u>\$29.21</u>	<u>\$34.42</u>	<u>\$36.84</u>

<u>B/G</u>	<u>T32</u>	<u>T42</u>	<u>T43</u>
<u>STEP 14</u>	<u>\$30.01</u>	<u>\$35.48</u>	<u>\$37.97</u>
<u>STEP 15</u>	<u>\$30.85</u>	<u>\$36.59</u>	<u>\$39.15</u>
<u>STEP 16</u>	<u>\$31.72</u>	<u>\$37.73</u>	<u>\$40.39</u>
<u>STEP 17</u>	<u>\$32.61</u>	<u>\$38.92</u>	<u>\$41.66</u>
<u>STEP 18</u>	<u>\$33.54</u>	<u>\$40.15</u>	<u>\$42.98</u>
<u>STEP 19</u>	<u>\$34.33</u>	<u>\$41.13</u>	<u>\$44.04</u>
<u>STEP 20</u>	<u>\$35.28</u>	<u>\$42.40</u>	<u>\$45.41</u>
<u>STEP 21</u>	<u>\$37.19</u>	<u>\$44.86</u>	<u>\$48.07</u>
<u>STEP 22</u>	<u>\$38.31</u>	<u>\$46.35</u>	<u>\$49.67</u>
<u>STEP 23</u>	<u>\$39.59</u>	<u>\$48.03</u>	<u>\$51.47</u>
<u>STEP 24</u>	<u>\$40.95</u>	<u>\$49.82</u>	<u>\$53.40</u>
<u>STEP 25</u>	<u>\$42.45</u>	<u>\$51.80</u>	<u>\$55.53</u>

2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

Table III: Transportation

1. Contract drivers shall be compensated for a minimum of six (6) hours of work per day during the regular school year and for a minimum of five (5) hours of work while working under a summer work contract. The Director of Transportation will consider attendance, experience, and seniority when staffing summer school based on student needs. The assigned hours shall include thirty (30) minutes of non-driving time which shall be used for the purpose of minor maintenance, safety checks and paperwork. Drivers will be compensated for other non-driving work after a time review by the Department of Transportation in accordance with applicable rules of the Fair Labor Standards Act.
2. Bus drivers assigned routes affecting schools in other counties having school calendars which differ from the Clay County calendar shall be eligible for the same contract and benefits and for the same length of work year and work day as bus drivers assigned routes affecting only schools operating under the traditional calendar in Clay County. When such drivers must drive routes during the intersession periods in such other counties, pay will be determined in accordance with current practice for summer school pay.
3. Contract bus monitors (ESE Aides assigned to buses) shall be compensated for a minimum of six (6) hours of work per day during the regular school year, and for a minimum of five (5) hours of work while working under a summer work contract. The assigned hours shall include twenty (20) minutes of non-driving time which shall be used for the purpose of minor maintenance, safety checks and paperwork.
4. Experience credit shall not be earned by part-time bus drivers who are employed only for morning, afternoon or extra trip routes employment.
5. Shuttles and Field Trips: Compensation and assignment to contract drivers and Monitors shall be under the following conditions:
 - a. A “shuttle” is defined as an assigned instructional activity run or route not included in the “normal day” even though they may occur daily. Shuttles are not part of a rotation list, but are instead assigned by the Director of Transportation on the basis of availability, attendance and seniority in the geographic area of need and may add to the “normal day” on a day to day basis. Once assigned, the driver shall drive the full multi-week schedule of the shuttle. Shuttles are paid at the regular rate of pay and are not part of the “bidding” process.
 - b. A “field trip” is defined as any additional driving assignment that is not part of the driver’s regular morning (pick up) and afternoon (drop off) routes, which are considered part of the driver’s “normal day.” This includes, but is not limited to, sporting events and extracurricular activities. Field Trips are paid at the regular rate of pay and are not part of the bidding process.
 - c. At the beginning of each school year, or upon employment as a bus driver, all bus drivers will be provided the opportunity to be placed on the master field trip list in alphabetical order. This list will consist of day field trips and overnight field trips. Bus drivers on the master field trip list will be notified of a field trip position via the Transportation Field Trip software on a rotational basis. The bus driver must accept or decline the notified position within one work day of notification. Bus drivers may be removed from the master field trip list after declining three (3) field trip notifications, excluding overnight trips. After the master field trip list has been exhausted, the Director of Transportation may assign a field trip to a contract driver on a mandatory basis.
 - d. Overnight trips shall be defined as any trip requiring field trip sponsor to secure a hotel room for the bus driver.
 - e. Overnight trips shall be compensated at regular rate of pay with no compensation for 8 hours of “sleeping” time in accordance with DOT regulations. Per diem shall be paid as applicable.

- f. If field trips are canceled after the driver arrives at school, the driver shall be compensated as stated above for three (3) hours at the regular rate of pay.
 - g. A field trip committee shall meet with the Director of Transportation, upon request, to make recommendations on additional procedures that relate to field trip assignments. The committee may meet more than once if needed. The field trip committee has no authority to bargain with the Director of Transportation any changes which may conflict with the contract.
6. Overtime payments at time and one-half for meetings and inservice as outlined in the Compensation Article and for extra (field) trips as outlined herein shall apply only when the work week extends beyond 37.5 hours and only to the portion extending beyond 37.5 hours.
 7. Placement of drivers and monitors in summer school positions when allocated shall be based on the following criteria: work attendance/absenteeism nine days or less during the regular school year, ESE experience and training, seniority, compatibility to the needs of the ESE students on the route, conduct and performance during the school year as measured by the approved district evaluation system and procedures, and all else being equal, seniority. Applicants must be able to work the entire summer contract period. Drivers employed for summer routes shall be given special consideration for attendance purposes when participating in association business.
 8. Bidding Process:
 - a. Every school year, the Director of Transportation shall review by the last Monday of April vacated or new bus routes/positions for the upcoming school year. During bid times, routes will not be assigned by the Director of Transportation until the bidding assignment day. On May 1st, the Director of Transportation shall post vacated or new bus routes/positions. Interested drivers and monitors will have until on or before May 15th (close of business day) to submit a written request of intent on posted routes or to bid off their current route. (Date determined due to each school year calendar.) The new assignments will be announced by the Director of Transportation before the end of the school year. The newly assigned routes/positions will begin at the start of the new school year.
 - b. Every school year, the Director of Transportation shall review on the Monday following Thanksgiving break vacated or new bus routes/positions for the remainder of the school year. During bid times, routes will not be assigned by the Director of Transportation until the bidding assignment day. On the following Monday, the Director of Transportation shall post vacated or new bus routes/positions for one week. During this week the drivers and monitors will have the opportunity to submit a written request of intent to bid on posted routes or to bid off their current route. The new assignments will be announced by the Director of Transportation before Christmas break. The newly assigned routes/positions will start after Christmas break.
 - c. Posted routes/positions shall be awarded by attendance and seniority. While seniority is the first criteria of consideration for the bidding process, all employees wishing to bid, who are within three (3) years of the most senior employee(s), shall be granted priority over those senior employees with questionable attendance. Absences being considered in this staging of the bidding process shall follow the acceptable use of sick leave as listed in Article IX. B.
 - d. During the bidding process for posted routes/positions involving exceptional students, the Director of Transportation shall also give special consideration to training, attendance, prior experience, and compatibility with the exceptional students to be transported.
 9. The Director of Transportation will provide notification, via email, to all drivers and monitors of an unexpected vacated route. Interested drivers and monitors will have three (3) business days to notify the Director of Transportation of their interest in the vacated route. The Director will follow the same criteria used in the bidding process to assign the route. Any resulting new vacancy may be assigned to a sub, a newly contracted driver/monitor, or a regular contracted driver/monitor in between bid sessions.

Table IV: Miscellaneous Salaries

Salary Schedule

Incentive/Differential Pay

When more than one incentive/differential has been earned in the appropriate area, the higher incentive/differential shall be awarded.

1. Associate Degree or higher for Support employees when the degree held is higher than the minimum degree required by the Board-approved job description, and when the degree is from a college, university or other institution accredited by an accrediting agency as defined below:
 - a. For Nurses (LPN/RN) a degree from a college or university accredited by an accrediting agency or a degree accepted by the Florida Board of Nursing for certification as a Nurse in the State of Florida.
 - b. For all other employees, a degree from a college or university accredited by an accrediting agency. [Note: Employees are responsible for presenting official transcripts substantiating earned degrees from the college, university or institution granting the degree.]

Add \$1.05/hour for an Associate Degree or add \$1.30 for a Bachelor Degree.

2. Child Development Associate credential for teacher assistants:

Add \$.75/hour

3. A.S.E., Bus Driver/Driver Trainer and MACS 609 Certifications in the appropriate area for bus mechanics, shop managers, parts managers and assistant managers payable beginning with the first month of certification and continuing during the period of such certification:

Add \$0.40/hour for each test, only during the validity period for such test.

4. Professional Driver pay to drivers with more than three (3) years' experience and who qualify under the rules of the Transportation Department for such pay:

Add \$.15/hour during specified period.

5. Master Custodian certification:

Add \$.20/hour

6. Pest Control Certification:

Add \$1.00/hour

7. Current, valid Clay County-issued Journeyman's certification in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)

Add \$.55/hour

8. Current, valid Clay County-issued Master's certification in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)

Add \$1.05/hour

9. Current, valid Florida Contractor's license in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)

Add \$1.05/hour

10. An employee who is officially assigned, in writing, by the Supervisor, to fulfill the duties of an absent employee who works in a higher band/grade shall, after seven (7) consecutive days, be paid at his own step but at the higher band/grade for all of the time during which he was assigned to the higher band/grade. Such assignment shall be at the sole discretion of the Supervisor.
11. Participation as a member of the response team selected to be "on call" for the provision of unforeseen overtime in the Maintenance Department when required and authorized will be paid until the employee's name is removed from the team list:

Additional \$.50/hour during period of appointment to team

12. Employees holding 9, 10, and 11-month contracts for the contract year shall be eligible to receive a share of \$36,000 for perfect attendance. Perfect attendance shall be defined as: no absences and no incidents of tardiness during the specified period of the employee contract. Allowable exceptions will be limited to absences of not more than nine days duration related to approved Worker's Compensation and/or In-Line-Of-Duty (ILOD) claims, and incidents of court or military leave not in excess of nine days, approved Association Leave and incidents of TDE when an employee participates in Inservice training that is relevant to the individual's working assignment. An employee's use of flexible scheduling, initiated by the employee as permitted in Article VIII, paragraph C.6. (Working Conditions), shall disqualify the employee from receipt of this perfect attendance incentive bonus. In order to be eligible for payment of the perfect attendance incentive bonus as defined in a. and/or b. below, the employee must be employed for the specified period.

Payment of the total of \$36,000 in bonus money shall be as follows:

- a. An equal share of \$18,000 shall be payable to employees whose attendance is perfect through the end of the first semester, subject to a \$500 maximum bonus per employee;
 - b. The balance of the \$36,000 sum shall be payable to employees whose attendance is perfect from the beginning of the second semester through the balance of the employee's contract year, subject to a \$500 maximum bonus per employee, made payable at the conclusion of the District's fiscal year.
13. National Institute for Certification in Engineering Technologies (NICET) Certification in fire systems in the Electronics Department. Payable per hour the beginning of the first month of each certification:
Add \$.25 per hour.
 14. Behavioral Health Assistants who are Safe Crisis Management certified shall receive a supplement of \$0.75/hour.

2023-2024 through 2025-2026 Master Contract

Table IV A: Incentive Pay Stipulations (Maintenance Position)

Salary Schedule Incentive Pay Stipulations for the areas of Electrical, Plumbing & HVAC

Incentive Pay stipulated in Table IV (Miscellaneous Salaries) for Journeyman, Master's and Florida Contractor's licenses shall apply only to employees who are appointed to the following positions:

Journeyman, Master's or Contractor's License in

Clay Job Eligible for Incentive Pay for License

- | | |
|------------|---|
| Electrical | <ul style="list-style-type: none">• General Maintenance Worker assigned to Electrical• General Maintenance Worker assigned to Electronics• Electronics Technician Assistant• Electronics Technician• Lead Electronics Technician• Electrical Technician Assistant• Electrical Technician• Lead Electrical Technician |
| Plumbing | <ul style="list-style-type: none">• General Maintenance Worker assigned to Plumbing• Plumber Assistant• Plumber• Lead Plumber• Boiler Tender |
| HVAC | <ul style="list-style-type: none">• General Maintenance Worker assigned to HVAC• HVAC Technician Assistant• HVAC Technician• Lead HVAC Technician |

2023-2024 through 2025-2026 Master Contract

Table IV B: Rules for Maintenance Department On-Call List

Salary Schedule (For implementing #11, Table IV)

1. The Director of Maintenance will determine which sections (trades) of the Maintenance Department need to be represented on the on-call list.
2. Employees who volunteer for the on-call list will be chosen based on seniority in the trade.
3. Employees will be assigned on a rotating basis to the on-call list for one month at a time.
4. Employees on the on-call list must answer all calls directed to them during the time their names are on the list.
5. If an employee cannot be on-call for any period during his/her month on the list, he/she must make arrangements with one of the other employees on the on-call list in the same trade to fill in. The employee must inform either the Director of Maintenance or one of the departmental Coordinators that he/she will not be available and who will be available in his/her place.
6. If an employee on the on-call list fails to answer a call for any reason, he/she may be dropped from the list and not be allowed back on the list.
7. The employee may elect to be removed from the list by making a written request to the Director of Maintenance or one of the departmental Coordinators with at least seven (7) days notice.
8. The employee will receive a \$.50 hourly supplement while his/her name is on the on-call list.
9. If, after analyzing a job, the on-call employee determines that assistance is required, he/she will call other on-call employees in the same trade for assistance, or, if appropriate, an employee on the on-call list from another trade.

2023-2024 through 2025-2026 Master Contract

Table V: Classification/Band/Grade/Contracted Days

Classification	Band/Grade	Contracted Days
<u>Clerical/Aides/Teacher Assistants</u>		
ACE Testing and Program Specialist	B24	260
Accounting Support Assistant	B23	260
Accounting Assistant	B24	260
Accounts Payable Assistant	B23	260
Administrative Secretary, Sr.	B24	260
Administrative Secretary	B23	260
Administrative Support Assistant	B22	196, 216, 260
Behavior Support Technician	B32	188
Bookkeeper	B23	196, 260
Buyer	B32	260
Capital Program Accountant	B32	260
Career Specialist	B32	196
Child Care Assistant	A13	188, 196
Classroom Assistant	A13	188
Classroom Assistant (PreK)	A13	188, 196
Computer Lab Assistant	A13	188
Data Management Specialist	B32	260
Data Services Assistant	B32	260
Dropout Prevention Assistant	A13	188
ESOL Classroom Assistant	A13	188
ESE Allocation & Position Assistant	B31	260
ESE Secretary	B22	196
ESE Program Accountant	B31	260
ESE Interpreter IV	B32	188
ESE Interpreter II	B22	188
ESE Interpreter III	B31	188
ESE Interpreter I	B21	188
ESE Assistant	A13	188
Health Assistant	B21	188, 196
Inclusion Prekindergarten Assistant	A13	188
Instructional Assistant	B23	188
ISS Assistant	A13	183, 188
Media Technical Assistant	B21	196
Medicaid Data Assistant	B32	260
Occupational Therapy Assistant	See Table IIB	196
Paraprofessional/ESE Reading	B32	188, 196
Paraprofessional / Speech and Language	B32	188, 196
Payroll Support Assistant	B22	260
Physical Therapy Assistant	See Table IIB	196
Position Control/Allocations Specialist	B31	260
Professional Development <u>Learning</u> Assistant	B32	260
Professional Development <u>Learning</u> (ESE)	B32	260
Purchasing Support Assistant	B23	260
Risk Support Assistant	B23	260
School Secretary	B21	188, 196, 216, 260
SEDNET Case Manager	B32	216
Service Desk Operator	B24	260
Student Records Secretary	B22	188, 196, 216, 260
Testing & Administrative Support Assistant	B23	196, 260
Title I Assistant	A13	188
Transition Specialist ACE	C42	260
VPK High School Child Care Lead Assistant	B22	188

<u>Classification</u>	<u>Band/Grade</u>	<u>Contracted Days</u>
<u>Custodial</u>		
Custodian	A13	260
Head Custodian	B22 B23	260
Head Custodian II	B22	260
Lead Custodian	B21	260
<u>Transportation</u>		
Assistant Parts Manager	B23	260
Bus Driver	See Table IID	186
Bus Driver Trainer	See Table IID	260
ESE Assistant/Bus Monitor	A13	186
Fuel Attendant	A13	186, 196, 216, 260
Parts Manager	B31	260
Routing Dispatcher	B21	260
Routing Specialist	B23	260
Shop Manager	C41	260
Transportation Technology Specialist	B32	260
<u>Maintenance Trade Skill Workers</u>		
Building Automation Systems (BAS) Tech. Asst.	See Table IIE	260
Cafeteria Kitchen Equipment Technician	See Table IIE	260
Carpenter	See Table IIE	260
Carpenter Assistant	See Table IIE	260
District Wide School Maintenance Mechanic	See Table IIE	260
Electrical Technician	See Table IIE	260
Electrical Technician Assistant	See Table IIE	260
Electronics Technician	See Table IIE	260
General Maintenance Worker	See Table IIE	260
Head Custodian I	See Table IIE	260
Heavy Equipment Operator	See Table IIE	260
HVAC Technician	See Table IIE	260
Irrigation Mechanic/Plumber	See Table IIE	260
Lead Access Controls/Locksmith	See Table IIE	260
Lead Cafeteria Kitchen Equipment Technician	See Table IIE	260
Lead Carpenter	See Table IIE	260
Lead Electrical Technician	See Table IIE	260
Lead Electronics Technician	See Table IIE	260
Lead Heavy Equipment Operator	See Table IIE	260
Lead HVAC Technician	See Table IIE	260
Lead Painter	See Table IIE	260
Lead Plumber	See Table IIE	260
Lead Roofer	See Table IIE	260
Locksmith	See Table IIE	260
Mechanic	See Table IIE	260
Mechanic Assistant	See Table IIE	260
Painter	See Table IIE	260
Plumber	See Table IIE	260
Roofer	See Table IIE	260
Small Engine Mechanic	See Table IIE	260
Warehouse Manager	See Table IIE	260
Warehouser	See Table IIE	260
Warehouser, Sr.	See Table IIE	260

Classification	Band/Grade	Contracted Days
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Miscellaneous

Access Control Technician	B32	260
District Office Maintenance Mechanic	B21	260
Licensed Practical Nurse	See Table IIC	188, 196
Press Operator	B22	260
Registered Nurse	See Table IIC	188, 196, 260
Cafeteria Assistant	A13	185
Cafeteria Van Driver	A13	185
FNS Equipment and Warehouse Manager	B32	260
School Food Services Support Assistant	B22	260

Technological Specialists

Database Specialist	See Table II F	260
Instructional Application Specialist	See Table II F	260
Network Specialist	See Table II F	260
Programmer/Analyst	See Table II F	260
Technical Specialist	See Table II F	260

~~2023-2024 through 2025-2026 Master Contract~~ 2024-2025 Amendment to 2023-2024 through 2025-2026 Master Contract

DRAFT

Appendix E: Work Restriction Evaluation Form

**SCHOOL BOARD of CLAY COUNTY
WORK RESTRICTION EVALUATION**

EMPLOYEE NAME: _____ **WORK SITE:** _____

NOTE: This form is used to determine an employee's physical limitations pertaining to an illness or injury. This form, along with the employee's job description is provided to the employees attending physician and completed for administrative review BEFORE the employee is returned to work. This is in accordance with the District's Employee Return to Work Procedures outlined in the Administrative Procedures Handbook.

Part A: To be completed by physician for returning employee with NO restrictions.

I, Dr. _____, after reading the above named employees ATTACHED job description state that this employee may return to work with **NO** restrictions on this date _____.

Physician Signature-Date

Printed Name Physician

Employee Signature-Date

Part B: To be completed by physician for employee with restrictions.

1. In terms of an 8-hour work day, the patient can:
 - a. Sit for _____ hours Stand for _____ hours Walk for _____ hours
2. In terms of an 8 hour work day, the patient can lift:

0 to 25 lbs. **Y/N** 26 to 50 lbs. **Y/N**
3. In terms of an 8-hour work day, the patient can carry:

0 to 25 lbs. **Y/N** 26 to 50 lbs. **Y/N**
4. In terms of an 8-hour work day, the patient can:

Bend **Y/N** Squat **Y/N** Crawl **Y/N** Climb **Y/N** Reach above Shoulder Level **Y/N**
5. The patient can use hands for repetitive action such as:

Right Hand dominate? **Y/N** Simple Grasping **Y/N** Pushing/Pulling **Y/N** Fine Manipulation **Y/N**
Left Hand dominate? **Y/N** Simple Grasping **Y/N** Pushing/Pulling **Y/N** Fine Manipulation **Y/N**
6. The patient can use feet for repetitive movements, as in operating foot controls or leavers:

Right Foot **Y/N** Left Foot **Y/N** Both Feet **Y/N**
7. Restrictions to activities involving the following:
 - a. Unprotected Heights **Y/N**
 - b. Being around moving machinery **Y/N**
 - c. Exposure to marked changes in temperature and humidity **Y/N**
 - d. Driving motorized vehicles **Y/N**
 - e. Restricted to automatic transmission **Y/N**
 - f. Fumes and gasses **Y/N**

Any additional remarks or comments: _____

This patient should comply with these restrictions from _____ through _____.

After complying with these restrictions, this patient may return to work with **NO** restrictions on _____.

Signature of Physician/Date

Signature of Employee/Date

Physician Phone #

Employee Phone #

HRD-2-4007 E 09/01/2025

2023-2024 through 2025-2026 Master Contract

Section IV: Miscellaneous Salaries



Substitutes

~~2023-2024~~ **2024-2025** Miscellaneous Salaries - Substitutes

I. Substitute Teachers

Compensation for substitute teachers shall be as follows:

AA/60+credits	\$105.00 108.75 for 7.5 hour day or \$14.00 14.50 per hour
Bachelor's Degree	\$109.95 112.50 for 7.5 hour day or \$14.66 15.00 per hour
Master's Degree or higher	\$120.00 125.62 for 7.5 hour day or \$16.00 16.75 per hour
ESE Trained Teacher Assistant	\$12.00 14.00 per hour

- II. Long Term Substitutes shall be paid ~~\$150.00~~ **157.50** for a 7.5 hour day. Long Term Substitutes must hold a minimum of a Bachelor's degree or Clay County School District Vocational Certification. Long Term Substitute teachers are defined as teachers who are employed in a long term assignment of eleven (11) to sixty (60) days for the same teacher.
- III. Adult and Community Education Substitutes who are also regularly contracted teachers in Clay County will be paid in accordance with Appendix IV-C, Section E of the contract between the CCEA and School Board.
- IV. Teachers employed in other programs beyond the scheduled day or during the summer in non-summer school positions shall be authorized for such work at the discretion of the Superintendent and his/her designee and in compliance with ~~Appendix IV-D~~ of the CCEA Master Contract.

School Board Approved: ~~06/16/2016~~

Revised: ~~04/06/2017~~

Revised: ~~05/03/2018~~

Revised: ~~11/07/2019~~

Revised: ~~02/03/2022~~

Revised: ~~02/01/2024~~ **12/12/2024**

Substitutes (Non-Bargaining Unit Positions)

~~2023-2024~~ 2024-2025 Support Salary Schedule

1. Substitutes:

Category:

Substitute Bus Drivers for Field Trips/Extra Trips	Current Minimum Wage
Bus Driver Interns for Field Trips/Extra Trips	Current Minimum Wage
Bus Driver Intern	\$0.25 per hour less than Step 1 hourly rate for regular bus drivers.
Substitute Bus Drivers / Trainee	\$0.50 per hour less than Step 1 hourly rate for regular bus drivers.
Substitute Licensed Practical Nurse	\$0.50 per hour less than Step 1 hourly rate for regular Licensed Practical Nurse.
Substitute ESE Interpreter	Current Minimum Wage
Substitute Bus Monitor	Current Minimum Wage
Substitute Clinic Assistant	Current Minimum Wage

A. Minimum Guaranteed Work Hours

1. Bus Driver Interns shall be guaranteed a minimum of 5.5 hours per day, for each day of reporting, during the 180 student days in the regular school calendar.
2. Bus Driver substitutes shall be guaranteed a minimum of 4.5 hours per day, for each day of reporting, during the 180 student days in the regular school calendar.

B. Benefits

Effective 9/20/02, Bus Driver Interns and Bus Driver substitutes are eligible to enroll in the District's comprehensive hospital-surgical-major medical and group life insurance policy at group rates equivalent to those of regular employees.

2. Other:

Temporary Adult Labor
(when authorized by Superintendent) Current Minimum Wage

3. Special Grant Personnel:

Part-time labor employed by the Superintendent under special grant or through intergovernmental agreements will be paid an amount to be determined by the School Board.

4. Student Labor (High School):

When used as part-time help, and authorized by the Superintendent, students shall be paid at the following rate: Current Minimum Wage

5. Other Programs (Other than 310 Agreements)

Individuals employed as supervisors of student workers or to complete special temporary assignments, shall be paid as follows at the discretion of the Superintendent or his/her designee:

1. An hourly rate of pay equivalent to their normal rate of pay in effect, or
2. The rate of pay for the position employed in, based on Grade and Step of the Support Salary Schedule (not to exceed step 5), as determined by the Superintendent or his/her designee, or
3. A rate of pay selected from the rate determined for Temporary Adult Labor.

6. Training Bonus - Bus Drivers

Upon successful completion of 90 day probationary period , school bus driver shall be paid a one-time bonus of \$500.00

In order to enroll in the training program, applicants must complete the following:

1. Fingerprinting
2. Background check
3. Drug Screening
4. DMV license check which meet requirements for hire
5. Physical Exam

7. School Safety Officers (Non-Bargaining Unit Position)

1. School Safety Officers shall be paid an hourly rate of ~~\$19.20~~ **\$19.95**.
2. Lead School Safety Officers shall be paid at an hourly rate of ~~\$20.68~~ **\$21.43**.

School Board Approved **Revised:** ~~05/03/2018, 06/07/2018, 11/07/2019, 01/09/2020, 12/10/2020, 02/04/2021, 10/07/2021, 02/03/2022, 09/01/2022, 02/01/2024~~ **12/12/2024**

Staff Development

- I. Consultant Daily Rate (full day) up to \$3,000.00 (4-6 hours)

No payment will be given to consultants for preparation time per the amended Teacher Education Center Guidelines approved 10/22/1992.

- II. Special Professional Agreements Board Action

Professional Agreements may be executed to provide higher or lower rates of pay when approved by the School Board.

- III. Travel Board Rate

Travel and per diem for consultants may be paid when approved in advance.

- IV. Substitute Teacher Participants - \$15.00/hr
with prior authorization for inservice participation.

- V. Non-Instructional Substitute Teacher Participants - \$15.00/hr
with prior authorization for inservice participation.

School Board Approved: 11/07/2019

Revised: 02/01/2024

DRAFT

Insurance

The Board contribution toward the premium for single coverage for the comprehensive hospital-surgical-major medical and group life insurance policy for each full-time employee shall be:

1. as established in the teacher union contract for full-time teachers;
2. as established in the support union contract for full-time support (non-instructional) employees;
3. For all other employees, the Board agrees to contribute that portion of the premiums, for single coverage comprehensive hospital-surgical-major medical insurance set forth in the same approved schedule as for teacher and support employees depending on whether they are an administrator or confidential employee.
4. Full-time employees, for the purposes of this section, shall be those contracted in at least a six-tenths (.6) allocated position or for (.6) or more of each consecutive normal day.

DRAFT

Advanced Placement, Advanced International Certificate of Education, and International Baccalaureate Teacher Bonuses

1. A bonus of \$50 for each student taught by an Advanced Placement teacher in each Advanced Placement course who receives a score of 3 or higher on the College Board Advanced Placement Examination, shall be paid to the Advanced Placement teacher.
2. A bonus of \$50 for each student taught by the International Baccalaureate teacher in each International Baccalaureate course who received a score of 4 or higher on the International Baccalaureate examination shall be paid to the International Baccalaureate teacher.
3. A bonus of \$50 for each student taught by the Advanced International Certificate of Education teacher in each full-credit AICE course who receives a score of 2 or higher on the AICE examination shall be paid to the AICE teacher. A bonus in the amount of \$25 for each student taught by the AICE teacher in each half-credit AICE course who receives a score of 1 or higher on the AICE examination shall be paid to the AICE teacher.
4. This bonus is in addition to the applicable tax and social security withholdings and will not result in distributions to the Florida Retirement System.
5. Only teachers still employed by or retired from the Clay County School Board at the time the yearly bonuses are awarded shall be eligible for possible receipt of the bonus.
6. The principal of each school in which the yearly administration of the AP and/or IB and/or AICE Examination took place shall be responsible for certifying the number of students who meet the examination criteria noted above and the applicable AP, IB, or AICE teacher(s) of these students during the year.

School Board Approved: 11/07/2019

Reimbursement for Internet Connection for Board Members

School Board Members shall be reimbursed at a rate of \$45.00 or actual cost, whichever is less, per month for the high speed internet connection required for E-Agenda. Payment will be made following receipt of invoice.

DRAFT

Police Department

SECTION IV: MISCELLANEOUS SALARIES

CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT SALARIES / METHODOLOGY

I. ~~Entry Level Salary~~ Entry level Positions may bring up to 10 years of experience. A Salary increase of \$500 per year of experience will be added to the base salary of the position. Additional years of experience may be considered to match the applicant's current salary.

Position	Entry Level Salary	Maximum Salary
Police Officer	\$43,015.00/year (\$20.68/hour)	\$65,784.60/year (\$31.62/hour)
Sergeant	\$53,364.00/year (\$25.65/hour)	\$78,722.00/year (\$37.84/hour)
Lieutenant	\$63,722.00/year (\$30.63/hour)	\$89,082.00/year (\$42.82/hour)
Training Lieutenant	\$63,722.00/year (\$30.63/hour)	\$89,082.00/year (\$42.82/hour)

II. ~~Annual salary increases will be at the discretion of the Clay County School Board.~~

III. ~~Internal promotions to Sergeant or Lieutenant will be the starting salary of that rank or an 8% increase, whichever is higher.~~

IV. ~~Chief of Police will be paid at Administrative Pay Grade of 215~~

~~2020-2021: Board approved an hourly increase of \$0.96 per hour to current CCPD (Police Officer & Sergeant) to be added to their current hourly rate.~~

~~2021-2022: Board approved an hourly increase of \$0.75 per hour to the Clay County District Schools Police Department Salary Schedule.~~

~~2022-2023: Board approved a 3.5% salary increase.~~

~~School Board Approved: 03/07/2019, 02/04/2021, 02/03/2022, 11/03/2022, 4/10/2023~~

Section V: Travel



Travel Allowance In County

Travel allowance in county will be paid at the current Federal IRS reimbursement rate not to exceed the amount for the positions listed below. The maximum annual travel allowance received by a person shall be paid in accordance with the maximum stated and the number of months on the contract. During any month when the monthly allowance has been exceeded, the Superintendent may approve mileage carried over to a succeeding month during which the limit has not been exceeded.

NOT TO EXCEED \$720 PER MONTH

Homebound Teachers/Specialists; ESE Assistants; Job Placement Transition Specialist; Adaptive PE Teacher

NOT TO EXCEED \$605 PER MONTH

SEDNET Specialists; Staffing Specialists; Teacher of the Visually Impaired; Hearing Impaired Teachers

NOT TO EXCEED \$505 PER MONTH

Attendance Assistants; Social Workers; School Psychologists; Resident Clinical Faculty

NOT TO EXCEED \$400 PER MONTH

County-Wide Gifted Teacher; Speech/Language Diagnostician; School Food Service Manager Intern; Physical Therapist; Occupational Therapist.

NOT TO EXCEED \$330 PER MONTH

Superintendent of Schools; Director of Information Services; Director of Exceptional Student Education; Supervisor of Career and Technical Education; Assistant Superintendent for Operations; Director of K-12 Academic Services; Chief Academic Officer; Supervisor of Adult/Community Education; Director of School Improvement/Professional Development & Assessment; School Board Attorney; Chief of Staff; Chief of Elementary Schools; Supervisor of Reading and Early Literacy.

NOT TO EXCEED \$300 PER MONTH

Psychologist (Serving Orange Park Area); Assistant Superintendent for Human Resources; Director of Climate and Culture; Director of Support Personnel Services; Supervisor of Purchasing and Material Management; Director of Food and Nutrition Services; Food Service Specialist; Assistant Superintendent for Business Affairs; Work Experience Teachers; ESE Applied Technology Teachers; Health Service Aide Program - Vocational; Homebound Teachers/Specialists in Keystone Area; Agriculture Teachers; Speech Clinicians; Director of Instructional Personnel Services; Coordinator of Health Benefits; Title I Specialist; Pre-Kindergarten Specialist; ESE Alternative Teacher; Teacher; Director of Finance; Supervisor of ESE; Director of Facility Planning and Construction; Supervisor of Technology Services; Supervisor of Instructional Personnel; Curriculum Specialists - ALL; District Distance Learning Specialist; Instructional Personnel Specialist; Media Specialists - ALL; Career and Technical Education Specialist; Coordinator of Internal Accounts, Coordinator of District Athletics and Development; ESE Specialists - ALL, Coordinator of Routing, Coordinator of Workforce Development, Building Automation System (BAS) Coordinator, Coordinator of Wellness, Coordinator of Multi-Tiered Systems of Support (MTSS), Coordinator of Teacher Support, Lead Building Automation Systems (BAS) Coordinator, Supervisor of Operations, School Safety and Security, Supervisor of Mental Health and Wellness Services

NOT TO EXCEED \$276 PER MONTH

Principals and Assistant/Vice Principals at Keystone Heights Elementary/High, McRae Elementary and Clay Hill Elementary; Coordinator of Accounting; Coordinator of Procurement; Coordinator of Property Control; Executive Secretary to the Superintendent; Administrative Secretary, Sr., Data Scientist for School Improvement

NOT TO EXCEED \$224 PER MONTH

All Principals and Assistant/Vice Principals except those noted above; Bookkeeper; Guidance Counselors; Instructional Specialist; ESOL Test Administrator; School Board Members; Testing & Administrative Support Assistant.; Instructional Support Assistant; Technology Services Coordinator.

NOT TO EXCEED \$200 PER MONTH

Coordinator of Payroll Activities; Director of Maintenance; Director of Transportation; Technology Services Manager; Risk Manager; Accounting Assistant; Administrative Support Assistant; Information Services Assistant; Information Services Support Assistant; Coordinator of Health Benefits; Coordinator of Communications and Media Partnerships; Coordinator of Strategic Planning and Community Partnerships, Supervisor of Payroll Activities.

NOT TO EXCEED \$ 175 PER MONTH

NJROTC Instructors; Community Education Secretaries (on-site registration activities with prior authorization); Community Education Teachers (assigned out of geographic areas with prior authorization); Project Manager; Coordinator of Planning & Intergovernmental Relations; Supervisor of Transportation Services; Transportation Specialist; Area Manager; Professional Development Assistant; Academy Coach.

NOT TO EXCEED \$160 PER MONTH

All Cafeteria Managers; School Food and Nutrition Services Manager Intern; Personnel Assistant; Data Entry/Records Technician; Network Specialist; Instructional Application Specialist; School Secretaries; Administrative Secretary; Head Custodian; Nurse; Marketing and Farm to School Coordinator and all other Job Titles Not Specifically Listed Above.

DRAFT

Miscellaneous

County-Wide Maintenance employees permitted mileage at the maximum current Federal IRS reimbursement rate for in county travel for use of their personal automobiles in lieu of county-wide maintenance truck. (Practice will be kept at an absolute minimum).

Assistant Negotiator permitted mileage at the maximum current Federal IRS reimbursement rate for travel in connection with negotiations.

School Board Members shall be reimbursed travel in accordance with current rules and regulations for official business. Per Diem, mileage and meal allowances allowed for out of county travel shall be reimbursed at the maximum allowed by the State.

In the event that travel by other persons (such as school department heads, guidance personnel, etc.) is accumulated, well documented evidence is to be kept and turned in to the County Office on a semester basis for special consideration by the Superintendent and School Board. Per Diem, mileage and meal allowances allowed for out of county travel shall be reimbursed at the maximum allowed by the State.

DRAFT

Inservice Workshops

Travel at the rate set by the State for in-county inservice workshops for those teachers who travel from one geographical community in the county to another, not to include travel between nearby schools, shall be paid if approved in advance by the Superintendent.

DRAFT

December 12, 2024 Regular School Board Meeting

Title

C6 - Memorandum of Understanding between Clay County District Schools and Clay County Fire Rescue (CCFR)

Description

The Memorandum of Understanding between Clay County District Schools and Clay County Fire Rescue (CCFR) provides a CCFR employee to teach Orange Park High School's Emergency Medical Responder/Fire Fighting program for the remainder of the 2024-2025 school year.

Gap Analysis

Clay County, like other Florida counties, is experiencing a shortage of teachers. Orange Park High School has been unable to fill the open position for the Fire Fighting/Emergency Medical Responder program. Clay County School District's Career and Technical Education Department has a strong partnership with Clay County Fire and Rescue where CCFR has provided guest speakers, Basic Life Support (BLS) training, field trips, and ride-alongs for CTE students. CCFR has a great interest in promoting and increasing awareness of careers in fire fighting and emergency medicine to create a pipeline for the next generation of emergency professionals. CCFR and surrounding counties are experiencing growth and retirements, increasing the need for emergency professionals. Therefore, due to the lack of instructors in the OPHS's Fire Fighting/EMR program, CCFR has agreed to provide one of their employees to teach the class for the remainder of the 2024-2025.

Previous Outcomes

N/A

Expected Outcomes

Approval of this item will allow Orange Park High School to have a full-time teacher for the Emergency Medical Responder/Fire Fighting program. Currently, there is a long-term substitute in the classroom and partnering with Clay County Fire and Rescue will provide students with a teacher with real-world experience who can give them hands-on experience for their future.

Strategic Plan Goal

Strategy 1.3: Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

Recommendation

Approval of Memorandum of Understanding between Clay County District Schools and CCFR.

Contact

Kelly Mosley, CTE Supervisor, 904-336-4503, Kelly.Mosley@myoneclay.net

Financial Impact

CCDS already has this position allocated for the 2024-2025 school year. CCSD will pay CCFR \$34,775 over two installments. This equates to the cost the district would pay a teacher with the experience level of the fire-fighter.

Review Comments

Attachments



School Board of Clay County

December 12, 2024 Regular School Board Meeting

Title

C7 - Elementary Student Out of State Travel

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
Spring Park Elem. School	Mar. 27, 2025	Valdosta, GA	6th grade	Students will be able to successfully obtain, evaluate, and communicate about the law of conservation of energy to develop arguments that energy can transform from one form to another within a system.
Charles E. Bennett School	May 16, 2025	Valdosta, GA	6th grade	Wild Adventures will provide our students with hands-on, immersive learning experiences that apply 6th-grade academic concepts to the real world. For example, roller coasters will connect with 6th-grade science benchmarks relating to gravity and forces. In addition, this will be an opportunity to introduce STEM concepts like physics, engineering, and energy.

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 state student travel.

Contact

Roger Dailey, Chief Academic Officer; roger.dailey@myoneclay.net; 904-336-6904

Heather Teto, Chief of Elementary Education, heather.teto@myoneclay.net; 904-336-6906.

Financial Impact

None

Review Comments

Attachments

📎 [CEB Fieldtrip_May2025.pdf](#)

📎 [SPS_Fieldtrip_Mar2025.pdf](#)

📎 [20241113150608573.pdf](#)

DRAFT



Clay County District Schools Field Trip Request Form

School Requesting:	*EL* Charles E. Bennett Elementary
Staff Requesting:	Shana Bell, Team Leader shana.bell@myoneclay.net
Grade Level and Subject/Program:	Sixth 6th Grade
Destination:	Wild Adventures - 3766 Old Clyattville Rd. Valdosta GA 3160
Education Value	Wild Adventures will provide our students with hands-on, immersive learning experiences that apply 6th-grade academic concepts to the real world. For example, roller coasters will connect with 6th-grade science benchmarks relating to gravity and forces. In addition, this will be an opportunity to introduce STEM concepts like physics, engineering, and energy.
FLDOE Standards/Benchmarks	SC.6.P.13.3 Investigate and describe that an unbalanced force acting on an object changes its speed, or direction of motion, or both. MA.K12.MTR.1.1 Actively participate in effortful learning both individually and collectively. MA.K12.MTR.7.1 Apply mathematics to real-world contexts.
Field Trip Details: Start/End Date/Time	Starts: 5/16/2025 8:00:00 Ends: 5/16/2025 21:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	A Candies Coachworks Inc.
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	70
Cost Per Student and What it Covers:	\$120 Transportation, one in park meal, one school bag lunch, Park Ticket
Anticipated # of Chaperones:	7
Cost Per Chaperone and What it Covers:	\$120.00 Transportation, one in park meal, one school bag lunch, Park Ticket
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all

	chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	6th Grade, 3106
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Shana Bell</i> 10/20/2024 13:37:06
Principal Signature and Date	Principal Signs Here <i>Amanda Stuckland</i> Principal Inserts Date Here <i>10/30/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> <i>11/4/24</i> Assistant Superintendent Inserts Date Here
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> <i>11/8/24</i> Superintendent Inserts Date Here

***District Use Only**

ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____.

ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.

CTE EVENT
Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

School Requesting:	*EL* Spring Park Elementary
Staff Requesting:	Courtney Cunningham , Teacher courtney.cunningham@myoneclay.net
Grade Level and Subject/Program:	Sixth Science
Destination:	Wild Adventures 3766 Old Clyaattville Rd, Valdosta, GA 31601
Education Value	Students will be able to successfully obtain, evaluate, and communicate about the law of conservation of energy to develop arguments that energy can transform from one form to another within a system.
FLDOE Standards/Benchmarks	SC.6.P.11.1 Explore the Law of Conservation of Energy by differentiating between potential and kinetic energy. Identify situations where kinetic energy is transformed into potential energy and vice versa.
Field Trip Details: Start/End Date/Time	Starts: 3/27/2025 7:00:00 Ends: 3/27/2025 18:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Annett Bus Lines
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	90
Cost Per Student and What it Covers:	100 Bus Transportation, Admission Ticket, Buffet Lunch
Anticipated # of Chaperones:	25
Cost Per Chaperone and What it Covers:	55 Admission Ticket, Buffet lunch
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.

Budget Code/Course to Be Charged:	6th grade
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Courtney Cunningham</i> 11/4/2024 7:57:34
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> 11-4-24 Principal Inserts Date Here
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> 11/4/24 Assistant Superintendent Inserts Date Here
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> 12/8/24 Superintendent Inserts Date Here

*District Use Only
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

School Requesting:	*EL* Spring Park Elementary
Staff Requesting:	Courtney Cunningham , Teacher courtney.cunningham@myoneclay.net
Grade Level and Subject/Program:	Sixth Science
Destination:	Wild Adventures 3766 Old Clyaattville Rd, Valdosta, GA 31601
Education Value	Students will be able to successfully obtain, evaluate, and communicate about the law of conservation of energy to develop arguments that energy can transform from one form to another within a system.
FLDOE Standards/Benchmarks	SC.6.P.11.1 Explore the Law of Conservation of Energy by differentiating between potential and kinetic energy. Identify situations where kinetic energy is transformed into potential energy and vice versa.
Field Trip Details: Start/End Date/Time	Starts: 3/27/2025 7:00:00 Ends: 3/27/2025 18:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Annett Bus Lines
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	90
Cost Per Student and What it Covers:	100 Bus Transportation, Admission Ticket, Buffet Lunch
Anticipated # of Chaperones:	25
Cost Per Chaperone and What it Covers:	55 Admission Ticket, Buffet lunch
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.

Budget Code/Course to Be Charged:	6th grade
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Courtney Cunningham</i> 11/4/2024 7:57:34
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> 11-4-24 Principal Inserts Date Here
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> 11/4/24 Assistant Superintendent Inserts Date Here
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> 12/8/24 Superintendent Inserts Date Here

*District Use Only
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

December 12, 2024 Regular School Board Meeting

Title

C8 - Advertise the 2023-2024 through 2025-2026 Policies and Procedures (P&P) Manual and set the Public Hearing for February 2025.

Description

The Exceptional Student Education Policies and Procedures (P&P) document provides information regarding implementing state and local policies. It is required under ESE Florida Statutes and is necessary for a district to be eligible for state or federal funding for special education and related services for exceptional students.

Gap Analysis

Adopting the Policies and Procedures (P&P) document ensures Clay County complies with statutes and regulations regarding the Education of Students with Disabilities.

Previous Outcomes

The Policies and Procedures (P&P) document is in force for a multi-year cycle. The P&P will cover the 2023-2024 through 2025-2026 school years. The School Board of Clay County previously presented each covered period for adoption.

Expected Outcomes

The School Board of Clay County's approval of the Policies and Procedures (P&P) document will continue the cycle of compliance with the Florida Department of Education.

Strategic Plan Goal

Strategic Goal 1 Student Success

Strategy 1.3 Graduate students who are ready to enroll, enlist, or be employed in the workforce.

Recommendation

Advertise the 2023-2024 through 2025-2026 Policies and Procedures (P&P) Manual and set the Public Hearing for February 2025.

Contact

Melanie Sanders, Director, Exceptional Student Education, 904-336-6866, Melanie.Sanders@myoneclay.net

Financial Impact

No financial impact

Review Comments

Attachments

- ⌚ [Exceptional Student Education Policies and Procedures \(P&P\) Effective Date 2023-2024 through 2025-2026.pdf](#)
- ⌚ [Exceptional Student Education Policies and Procedures \(P&P\) Summary of Revisions.pdf](#)
- ⌚ [Signature Page 2024-2025 \(fillable\) \(1\) \(1\).pdf](#)
- ⌚ [Legal Adv PH Notice for Revisions to 2023-2024 through 2025-2026 Policies and Procedures Manual.pdf](#)

FLORIDA DEPARTMENT OF EDUCATION

DIVISION OF K-12 PUBLIC SCHOOLS

BUREAU OF EXCEPTIONAL EDUCATION AND STUDENT SERVICES

School District

Clay

**EXCEPTIONAL STUDENT EDUCATION
POLICIES AND PROCEDURES (P&P)**

EFFECTIVE DATE:

2023-2024 through 2025-2026

DRAFT

Part I. General Policies and Procedures

Section A.1: Legal Requirements for General Policies and Procedures

Statutory and Regulatory Citations

Title 34, Code of Federal Regulations (C.F.R.) §§ 300.201 and 300.641

Sections 1002.22, 1003.57, 1003.571, 1003.573, 1003.574 and 1012.582, Florida Statutes (F.S.)

Rules 6A-6.03411 and 69A-58.0084, Florida Administrative Code (F.A.C.)

The school district, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures and programs that are consistent with the state policies and procedures established under 34 C.F.R. §§ 300.101 through 300.163 and 300.165 through 300.174.

Requirement Related to Exceptional Student Education (ESE) Policies and Procedures (P&P)

For a school district to be eligible to receive state or federal funding for specially designed instruction and related services for exceptional students, it shall do the following:

1. Develop a written statement of policies and procedures for providing an appropriate program of specially designed instruction and related services for exceptional students.
2. Submit its written statement of policies and procedures to the Bureau of Exceptional Education and Student Services for approval.
3. Report to the Florida Department of Education (FDOE) the total number of students in the school district receiving instruction in each special program for exceptional students in the manner prescribed by the FDOE.

The Individuals with Disabilities Education Act and corresponding federal regulations, state statutes and State Board of Education rules relating to special programs for exceptional students serve as criteria for the review and approval of the school district's ESE P&P document.

The school district must submit the ESE P&P document in accordance with the timelines established in ss. 1003.57 and 1003.573, F.S., and Rule 6A-6.03411, F.A.C.

DRAFT

Section A.2: Legal Requirements Related to the Use of Restraint

Seclusion

School districts and facilities shall prohibit school personnel from using seclusion.

Restraint

1. Authorized school personnel may use restraint only when all positive behavior interventions and supports (PBIS) have been exhausted.
2. Restraint may be used only when there is an imminent risk of serious injury and shall be discontinued as soon as the threat posed by the dangerous behavior has dissipated.
3. School personnel may not use mechanical restraint. This paragraph does not apply to school resource officers, school safety officers, school guardians, or school security guards as described in s. 1006.12, F.S., who may use mechanical restraint in the exercise of their powers and duties to restrict students in grades 6 through 12.
4. Restraint techniques may not be used to inflict pain to induce compliance.
5. Notwithstanding the authority provided in s. 1003.32, F.S., restraint shall be used only to protect the safety of students, school personnel or others and may not be used for student discipline or to correct student noncompliance.
6. The degree of force applied during restraint must be only that degree of force necessary to protect the student or others from imminent risk of serious injury.

Crisis Intervention Plans

1. A team comprised of the student's parent or guardian, school personnel, and applicable physical and behavioral health professionals must develop a crisis intervention plan upon the second time that the student is restrained within a semester.
2. The crisis intervention plan must include:
 - a. Specific PBIS to use in response to dangerous behaviors that create a threat of imminent risk of serious injury;
 - b. Known physical and behavioral health concerns that will limit the use of restraint for the student; and
 - c. A timetable for the review and, if necessary, revision of the crisis intervention plan.
3. The school district must provide a copy of the crisis intervention plan to the student's parent or guardian.

School District Policies and Procedures

1. Each school district shall adopt PBIS and identify all school personnel authorized to use the interventions and supports. Each school district shall develop policies and procedures that are consistent with this section and that govern the following:
 - a. Incident-reporting procedures;
 - b. Data collection and monitoring, including when, where and why students are restrained and the frequency of occurrences of such restraint;
 - c. Monitoring and reporting of data collected;
 - d. Training programs and procedures relating to restraint;
 - e. The school district's plan for selecting personnel to be trained;
 - f. The school district's plan for reducing the use of restraint, particularly in settings in which it occurs frequently or with students who are restrained repeatedly, must include a goal for reducing the use of restraint and must include activities, skills, and resources needed to achieve that goal—activities may include, but are not limited to:
 - i. Additional training in PBIS,
 - ii. Parental involvement,
 - iii. Data review,
 - iv. Updates of students' functional behavioral assessments and positive behavior intervention plans,
 - v. Additional student evaluations,
 - vi. Debriefing with staff,
 - vii. Use of schoolwide positive behavior support,
 - viii. Changes to the school environment,

ix. Analysis of data to determine trends and

x. Ongoing reduction of the use of restraint.

2. Any revisions a school district makes to the policies and procedures pursuant to this section must be filed with the bureau chief of the Bureau of Exceptional Education and Student Services within 90 days after the revision.

3. At the beginning of each school year, each school district shall publicly post its policies and procedures on PBIS as adopted by the school district. (See Appendix D.)

Training

1. Each school district shall provide training to all school personnel authorized to use PBIS pursuant to school district policy.

2. Training shall be provided annually and must include:

a. The use of PBIS;

b. Risk assessment procedures to identify when restraint may be used;

c. Examples of when PBIS techniques have failed to reduce the imminent risk of serious injury;

d. Examples of safe and appropriate restraint techniques and how to use these techniques with multiple staff members working as a team;

e. Instruction in the school district's documentation and reporting requirements;

f. Procedures to identify and deal with possible medical emergencies arising during the use of restraint; and

g. Cardiopulmonary resuscitation.

3. Each school district shall publish the procedures for the required training in the school district's policies and procedures manual.

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Documentation and Incident Reporting

1. A school shall prepare an incident report within 24 hours in the bureau's restraint reporting system, Involuntary Examination, Restraint and Seclusion (IERS), after a student is released from a restraint. If the student's release occurs on a day before the school closes for the weekend, a holiday or another reason, the incident report must be completed by the end of the school day on the day the school reopens.
2. The following must be included in the incident report:
 - a. The name of the student who was restrained;
 - b. The age, grade, ethnicity and disability of the student who was restrained;
 - c. The date and time of the event and the duration of the restraint;
 - d. The location at which the restraint occurred;
 - e. A description of the type of restraint used in terms established by the Florida Department of Education (FDOE);
 - f. The name of the person using or assisting in the restraint of the student and the date the person was last trained in the use of positive behavior interventions and supports;
 - g. The name of any nonstudent who was present to witness the restraint; and
 - h. A description of the incident, including all of the following:
 - i. The context in which the restraint occurred;
 - ii. The student's behavior leading up to and precipitating the decision to use restraint, including an indication as to why there was an imminent risk of serious injury to the student or others;
 - iii. The positive behavior interventions and supports used to prevent and deescalate the behavior;
 - iv. What occurred with the student immediately after the termination of the restraint;
 - v. Any injuries, visible marks or possible medical emergencies that may have occurred during the restraint, documented according to school district policies;
 - vi. Evidence of steps taken to notify the student's parent or guardian; and
 - vii. The date the crisis intervention plan was last reviewed and whether changes were recommended.
3. A school shall notify the parent or guardian of a student each time restraint is used. Such notification must be in writing and provided before the end of the school day on which the restraint occurs. Reasonable efforts must also be taken to notify the parent or guardian by telephone or e-mail, or both, and these efforts must be documented. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that he or she was notified of his or her child's restraint.
4. A school shall also provide the parent or guardian with the completed incident report in writing by mail within three school days after a student was restrained. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that he or she received a copy of the incident report.
5. Incidents of restraint are reported in the IERS reporting system developed for this purpose, in a manner prescribed by the FDOE.

Section A.4: District Procedures Related to Documenting and Reporting Incidents of Restraint

1. The school district will have procedures for providing the parent with a copy of the written notice on the day of the incident.

Describe how the parent is provided written notice on the day the restraint occurs.

The parent is informed via telephone that a written notification is being sent home on the day the restraint occurs. The parent will sign the original notification and return to the school via the student or in the self-addressed envelope provided. The parent will be provided a copy at that time. If the parent comes to the school after the phone call, the notification will be provided to the parent in person.

Specify personnel (by role or title) responsible for preparing the written notice on the day of the incident, and how it is provided to the parent on the day the restraint occurs.

The school administrator/designee will prepare the notice, copies and envelope to be given to the parent the day of the incident.

Describe how reasonable efforts are made and documented on the day of the incident to contact the parent by telephone or email, or both, and specify personnel (by role or title) responsible for contacting the parent.

The school level user maintains current information regarding home, cell or work numbers, as well as email address(if available). The school level user or other designee will contact the parent via phone and send a copy of the same-day written notice home with the student.

Describe how records of the parent's acknowledgement that the written notice was received are retained, and the actions to be taken in the event the parent does not provide a signed acknowledgement of the initial written notice.

Phone calls are noted in a log by the school level user and the notification is sent home. If the signed notification is not returned prior to the mailing/sending home of the incident report, the notification will be sent/mailed again with the report. If the notification remains unacknowledged, a copy will be mailed, certified mail, return receipt requested. If the notification still remains unacknowledged, a home visit by a school social worker and/or designee will be arranged. These additional attempts will be documented and kept in the student's cumulative folder in a separate file entitled "Restraint Documentation".

2. The school district will have procedures for providing the parent with a completed copy of the incident report within three school days of the incident.

Specify personnel (by role or title) responsible for preparing the incident report.

The person certified in safe crisis management who conducts the restraint (i.e. behavior site coach, behavior specialist, teacher, behavioral health assistant) will prepare a written account of the event on a template that mirrors the web reporting system and answers questions required by the FDOE web reporting system for seclusion and restraint. The school user will review the statement and transfer the content to the online web reporting system.

Describe how the school district provides the parent with a copy of the incident report within three school days.

Upon completion of the draft incident report, the school administrator/designee will notify the district level users to review the draft. The district level user provides approval to school level user to finalize the report. The school level user finalizes the report. Within three days, the school administrator/designee mails or delivers the completed document to the parent for their signature.

Describe how records of the parent's acknowledgement that the written report was received are retained, and the actions to be taken in the event the parent does not provide a signed acknowledgement of the initial incident report.

The school administrator/designee maintains a signed incident report at the school. If the school administrator/designee is not able to secure parental acknowledgement, he/she will refer to a current list of e-mail and phone numbers to ask the parent to mail the document back to the school, using a self-addressed stamped envelope provided. If the parent doesn't return the signed incident report, the parent will be contacted again via phone, e-mail or other means. A second copy of the incident report will be mailed to the parent. An additional copy will be sent certified mail, return receipt requested. Other strategies could include home visits by school social workers. These additional attempts will be documented and kept in the student's cumulative folder in a separate file entitled "Restraint and Seclusion."

3. The school district will monitor the implementation of restraint practices.

Describe how the school district monitors the implementation of restraint practices to include reporting requirements in charter schools, Department of Juvenile Justice (DJJ) facilities and contracted residential facilities.

The Clay County School District prohibits the use of Restraint and Seclusion at Charter schools. A Clay County ESE Specialist is assigned to the charter school to provide guidance and monitor District, State, and Federal ESE practices. Restraint and Seclusion data is monitored both by a school-based ESE Specialist and by a district level team on a monthly basis. Clay County does not have any DJJ facilities or contracted residential facilities.

4. The school district will have procedures for providing the parent with a copy of the crisis intervention plan.

Specify members responsible for developing the crisis intervention plan.

When a student is restrained twice within a semester a team comprised of the student's teacher, behavioral specialist, parent or guardian, and applicable district ESE specialists, behavioral health professionals, and school personnel will convene to develop a crisis intervention plan.

Describe when and how a copy of the crisis intervention plan is provided to the parent.

If the parent is in attendance, the team will provide a copy of the crisis intervention plan at the conclusion of the meeting. If the parent is unable to attend, a copy will be emailed or sent via U.S. Mail depending on the parent's preferred choice of correspondence.

Describe how the school district monitors the implementation of crisis intervention plans, including reporting requirements in charter schools, DJJ facilities and contracted residential facilities.

School-based teams will monitor the implementation of crisis intervention plans according to a timetable established for each individual student's needs (i.e. daily, weekly, monthly). Teams will revise the intervention plan as needed to ensure the student's needs are met. A district restraint review team team is in place to review all incidents of restraint and crisis intervention plans on a monthly basis. Clay County District Schools prohibits the use of Restraint and Seclusion at Charter schools. A Clay County ESE Specialist is assigned to each charter school to provide guidance and monitor District, State, and Federal ESE practices. Restraint and Seclusion data is monitored both by a school-based ESE Specialist and by a district level restraint team on a monthly basis. Clay County does not have any DJJ facilities or contracted residential facilities.

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Section A.5: District Procedures Related to Review of Data and Reporting Procedures (including monitoring and training)

1. The school district will review data and reporting procedures.

How often does the school and the school district review restraint data collected for schools and the school district?

School-based safe crisis intervention teams and a district restraint committee reviews restraint data after each restraint incident. This includes reflection data submitted by the person(s) who were engaged in the incident. The ESE district department has a Restraint District Review committee that reviews all restraints incidents and restraint data on a monthly basis.

Specify personnel (by role or title) at the school level who is responsible for collecting and reviewing the school-level data and to whom the data are reported to at the school and school district levels.

The school administrator/designee collects and reports data, then notifies the appropriate district user. The district user reviews the report via the web reporting system and provides feedback to the school level user. The school level user then finalizes the report. The school level user reports to the administrator. The ESE district restraint team and Director/Designee reviews all reports on an ongoing basis.

Specify personnel (by role or title) at the school district level who is responsible for collecting and reviewing the school- and district-level data and to whom the data are reported to at the school and school district levels.

The ESE district department has a Restraint District Review committee that reviews all restraints on a monthly basis. The team is comprised of a variety of ESE curriculum specialists, ESE administrators, and behavior specialists. The basic responsibilities of the team is to analyze each restraint incident including reflection data, engage in problem solving, provide school-based guidance, training, and support as needed.

2. The school district will have procedures for monitoring data collection and reporting and the use of restraint at the (a) classroom, (b) building and (c) school district levels. These monitoring procedures must address when, where and why students are restrained and the frequency of the occurrences of restraint. (Charter schools, Department of Juvenile Justice [DJJ] facilities, and contracted residential facilities must be included.)

Describe how the school district monitors school practices related to the data collection and reporting to parents, including:

- Data entry into the bureau's restraint reporting system, Involuntary Examination, Restraint and Seclusion (IERS);
- Email or telephone attempts to contact the parent on the day of the incident;
- Content of the written notice;
- Provision of written notice and incident reports to the parent within the required timelines;
- Maintaining documentation of the parent's acknowledgments of the receipt of written notices and reports; and
- Making additional attempts to obtain written parental acknowledgment when the parent fails to acknowledge the initial written notice or incident report.

The district office is notified of each incident by phone call or secured electronic message to the district level users. The incident report draft is immediately entered into the restraint reporting system and is reviewed by the district committee in a diligent manner. The school administrator/designee will review the content of the incident and report and a member of the ESE Crisis Management team will receive a copy of the resulting draft and check for accuracy and compliance. The district office maintains a notebook which contains the following: monthly incident monitoring reports, quarterly data analysis, crisis intervention plans, and action plans from schools who have reported incidents. This data is reviewed by a district restraint review team on a monthly basis. Parents receive a copy of the incident report within 3 days of the incident. The incident report is sent home(1st attempt). If not returned a copy is mailed (certified mail, return receipt) to the parent. Program Specialists review and spot check to ensure the school maintains data to support parent's acknowledgements of the written notice and incident report. Documentation is reviewed to determine if there is a need for a social worker or school administrator to provide written notice or the incident report to the parent at home.

Describe how the school district monitors school practices related to when, where and why students are restrained at the (a) classroom, (b) building and (c) school district levels.

All personnel who apply Safe Crisis Management techniques at the classroom level have been certified as trained users. The initial training consists of 18 hours of intense supervision by certified trainers and recertification (7 hours) occurs yearly. All practices are monitored by the appropriate program specialist and by one of five certified trainers. Classroom visits and/or incident reviews are conducted with each occurrence. All administrators receive training which informs him/her of Safe Crisis Management policy and of the correct application of the strategies. Administrators are also given an opportunity to become trained practitioners. Program specialists are able to review all incident reports and attend meetings to review pro-social curricula and other interventions designed to reduce crisis events.

Describe how information about restraint data is:

- Shared with school and classroom personnel directly involved in the use of restraint; and
- Reviewed to assess, develop, or revise and implement effective behavioral strategies and instructional practices for students who are frequently restrained.

Restraint data is shared with school administrators. School administrators share this data with appropriate classroom personnel and other school staff including but not limited to school counselors, behavior resource teachers, and school psychologists. The district expectation is that school and student data will be reviewed by the Safe Crisis Management team at the school level, and an action plan to reduce the number of incidents is submitted to the district quarterly. The ESE district office downloads incident reports from the website on a monthly basis. These reports are analyzed to identify individual students who are frequently restrained or secluded. Data are then disseminated to program specialists with expertise in ASD, IND, OHI, and EBD students. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed includes individual education plans, functional behavior assessments, positive behavior intervention plans, and matrix of services when appropriate. Based upon a careful analysis of these data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors which have caused high frequency use of restraint.

3. The school district will have training for personnel in the use of restraint, and how records of such trainings are maintained. The records maintained should include, but not be limited to, names of personnel trained, description of training received and dates of trainings. (Charter schools, DJJ facilities and contracted residential facilities must be included.)

Describe all programs the school district uses to train personnel regarding the use of restraint; if multiple programs are used within the school district, describe how decisions are made regarding when each particular program is selected.

Safe Crisis Management(SCM) is the district selected program to train personnel. Multiple programs are not used.

Describe how the school district implements professional development on the selected restraint training program(s), including intervals at which this occurs and who provides the trainings for initial and periodic “refresher training.”

State Board Certified SCM trainers offer initial certification twice a year and recertification programs on monthly or bi-monthly basis from September through February. Personnel to be trained may include but not limited to behavioral health assistants, ESE teachers, and administrators.

Describe the school district’s plan on the selection of personnel to be trained in the use of restraint and how the school district maintains records of personnel trained.

The school district's selection of personnel to be trained in the use of restraint entails training any ESE teacher who is assigned a SWD whose behavior profiles indicate a high likelihood of the need for restraint. School administrators who supervise these teachers are offered training. Additionally, all behavioral health assistants are required to maintain the SCM certification as a condition of employment. The district maintains a list of personnel trained along with upcoming renewal dates, copies of professional development sign in sheets, and training evaluation forms.

Do all charter schools, DJJ facilities and contracted residential facilities in the school district use the same crisis management program as that described for use in district-operated schools.

- Yes
 No

If no, indicate by charter school, DJJ facility and contracted residential facility, the name of the crisis management program used in each.

Clay County District Schools prohibits the use of Restraint and Seclusion at Charter schools. The district does not have any DJJ facilities or contracted residential facilities.

4. The school district will have training for authorized personnel in the use of positive behavior interventions and supports (PBIS).

Describe all programs the school district uses to train personnel regarding the use of PBIS; if multiple programs are used within the school district, describe how decisions are made regarding when a particular program is selected.

The school district utilizes Positive Behavioral Interventions and Supports (PBIS) to train all district personnel. PBIS is an evidence-based, tiered framework for supporting students’ behavioral, academic, social, emotional, and mental health. When implemented with fidelity, PBIS improves social emotional competence, academic success, and school climate. It also improves teacher health and wellbeing. It is a way to create positive, predictable, equitable and safe learning environments where everyone thrives.

Describe how the school district implements professional development on the selected PBIS training program(s), including intervals at which this occurs and who provides the trainings.

Each school has a PBIS team. The PBIS team is typically comprised of an administrator, dean, school counselor, and teacher leaders for each academic area with experience and expertise in social, emotional, and behavioral strategies. The team provides periodic training to the faculty as applicable to the needs of their student population and guides the implementation of the PBIS framework at their schools. Schools utilize the district's student information data system as a means to help determine what supports are needed for a school. The PBIS framework uses data-driven decision making as a cornerstone of its system, and administrators and school-based team members use student data reports to keep school staff up to date on discipline trends, discipline referrals, out-of-school and in-school suspensions data etc. This data helps to guide next steps in being proactive, problem-solving, and addressing student needs etc.)

The district has a PBIS Coordinator who provides three trainings to school-based IEP teams during the school year. These trainings typically occur in August, November, and March. The district also offers Summer PBIS to district leaders, staff, and personnel. The trainings are selected primarily by data and often selected schools are invited to participate. These in-depth trainings are conducted by the Florida PBIS Technical Assistant.

Additional PBIS trainings offered by the district include:

- New Educator PBIS Orientation (basic elements of PBIS are introduced and highlighted for new educators, both new to the profession and new to the district). This training is conducted at the start of the school year by district curriculum coaches.
- There are self-paced, online PBIS trainings available for teachers in the district's professional development portal. Topics include: The PBIS Tiered Framework, Classroom PBIS, PBIS Problem Solving, Launching a Positive Collaborative Classroom Community, and PBIS Booster Trainings.
- The district supports a PBIS Google Classroom as a resource for district staff and personnel. Instructional personnel and administrators can access the Google Classroom year round.
- The district provides an annual district-wide conference, OneClay Leadership Academy, for teachers and administrators. Teacher leaders, curriculum coaches, and ESE specialists design presentations regarding how PBIS and its elements are used in their schools and classrooms.

Describe the school district's plan on the selection of personnel to be trained in the use of PBIS and how the school district maintains records of personnel trained.

The PBIS District Leadership Team meets with the Florida PBIS Technical Assistant twice a year. The team meets to discuss the Yearly Implementation Plan, and personnel to be trained. Additionally, in conjunction with school data, decisions are made as to what trainings will be offered. Individual schools are identified for a particular training based on the yearly data. The school district maintains records of personnel trained through the district's professional development data system.

Do all charter schools, DJJ facilities and contracted residential facilities in the school district use the same PBIS as that described for use in district-operated schools.

Yes

No

If no, indicate by charter school, DJJ facility and contracted residential facility, the name of the PBIS used in each.

St John's Classical Academy (Fleming Island & Orange Park locations): Virtues Education

Clay Charter Academy: Powerschool and Character Counts!

Section A.6: District Plan Related to Reducing the Use of Restraint

Does the school district prohibit the use of restraint?

- Yes
 No

1. Even if the school district prohibits the use of restraint, if restraint incidents occurred during the 2022-2023 school year, the school district will have a plan for reducing the use of restraint and answer all questions.

If the school district allows the use of restraint, specify the school district's measurable annual goal for the 2023-2024 school year for reducing the number of incidents of restraint (goal must include a percentage for reduction).

The district's measurable annual goal for reducing the number of incidents of restraints for the 2023-2024 is to reduce the number of restraints by 5%

2. The school district will have a plan for reducing the use of restraint, particularly in settings where it occurs frequently or with students who are restrained repeatedly. The plan must include a goal for reducing the use of restraint and must include activities, skills and resources needed to achieve that goal. Charter schools, Department of Juvenile Justice facilities, and contracted residential facilities must be included. Activities may include, but are not limited to, the following:

- a. Additional training in positive behavior interventions and support and crisis management;
- b. Parental involvement;
- c. Data review;
- d. Updates of students' functional behavioral assessments (FBAs) and positive behavior intervention plans (PBIPs);
- e. Additional student evaluations;
- f. Debriefing with staff;
- g. Use of schoolwide positive behavior support;
- h. Changes to the school environment;
- i. Analysis of data to determine trends; and
- j. Ongoing reduction of the use of restraint.

Indicate the total number of incidents of restraint during the 2022-2023 school year.

There were 47 incidents of restraint during the 2022-2023 school year between August 1, 2022 and July 31, 2023.

Indicate the percentage of increase or decrease from the 2021-2022 rate to the 2022-2023 rate (trend data), whether the school district attained the 2022-2023 goal, and the rationale for the increase or decrease.

The percentage of decrease from the 2021-2022 rate to the 2022-2023 rate was 11.3% The district attained and exceeded its 2022-2023 goal to reduce restraints by 5%. The overall decrease of 11.3% can be attributed to several factors related to the district's initiative to continue to place a heightened level of attention on the implementation of the district's plan (utilization of staff districtwide with specialized behavior training, supporting the implementation of effective behavioral strategies, increased monitoring and reflection procedures, expanding professional development activities, and ensuring schools have access to behavioral resources) to reduce the number of restraints districtwide.

How many students were restrained two or more times within the same semester?

There were six students restrained two or more times within the same semester during the 2022-2023 school year.

How many students were restrained 15 or more times? What were the specific activities, skills and resources implemented to reduce these rates, if applicable?

There were no students restrained 15 or more times during the 2022-2023 school year.

Does the school district have a policy in place that prohibits the use of prone restraint?

- Yes
 No

If no, describe how and when prone restraints are being used and include a plan for reducing the use of prone restraints.

Does the school district have a policy in place that prohibits the use of mechanical restraint?

- Yes
 No

If **no**, describe how and when mechanical restraints are being used and include a plan for reducing the use of mechanical restraints.

Describe the data reviewed from the 2022-2023 school year (which must include primary exceptionality, race or ethnicity of students restrained, and type of restraint used).

There were 47 incidents of restraint during the 2022-2023 school year between August 1, 2022 and July 31, 2023. The following is a breakdown of the 2022-2023 data that includes primary exceptionality, race, ethnicity, and type of restraint used. Of the 47 total incidents of restraint during the 2022-2023 school year, 9 incidents occurred with students with Autism Spectrum Disorder, 31 incidents occurred with students with Emotional Behavior Disabilities, 1 student with Intellectual Disabilities, 4 students with an Other Health Impairment, 1 with a Language Impairment, and 1 with a Developmental Disability. Of these 47 total incidents of restraint, 26 incidents occurred with students who were White, 18 incidents occurred with students who were African-American/Black, and 3 who were Two or More Races. Of these 47 total incidents, 3 incidents were with students who were of Hispanic/Latino origin and 44 incidents were with students classified as Not Hispanic/Latin Origin. When examining the types of restraint for all 47 incidents, 2 incidents involved Immobilization While in Transport, 15 involved Standing restraints, and 30 involved Seated restraints.

Describe how the data and the problem-solving process informed your school district's plan to reduce the use of restraint.

The analysis of data and the problem-solving process was used by the District Restraint Review Team to make decisions on areas of need and to determine the types of supports that students, teachers, paraprofessionals, and administrators needed for the 2023-2024 school year to help reduce the number of incidents of restraint. Also, the data was used to help determine and set a realistic, attainable measurable annual goal to reduce the number of incidents of restraint by 5% for the 2023-2024 school year.

3. The crisis intervention plan must include:

- a. Specific positive behavior interventions and supports to use in response to dangerous behaviors that create a threat of imminent risk of serious injury;
- b. Known physical and behavioral health concerns that will limit the use of restraint for the student; and
- c. A timetable for the review and, if necessary, revision of the crisis intervention plan.

How often are the students' crisis intervention plans reviewed and revised?

When a student is restrained twice during a school semester, the school-based restraint team including the parent develops a crisis intervention plan. The crisis intervention plan is regularly reviewed when the student's annual IEP goal progress is monitored quarterly or after any subsequent restraint incidents. If necessary, the team will revise the crisis intervention plan to ensure the student's needs are met.

4. The following are examples of activities that may be considered for the purpose of reducing the use of restraint. Activities may include, but are not limited to:

- a. Implement student-specific strategies, such as reviewing individual educational plans and Section 504 plans, conducting evaluations or reevaluations and FBAs, and evaluating the effectiveness of PBIPs and health care plans specific to individual students' responses and progress;
- b. Implement school district and school strategies for increasing parental involvement;
- c. Introduce or strengthen multi-tiered system of supports, which could include schoolwide positive behavioral support;
- d. Provide additional professional development training in positive behavioral support and crisis management; and
- e. Engage in problem solving with school administrators to make data-driven decisions regarding school environments.

Describe the activities and resources that are a part of the school district's plan to reduce the use of restraint.

The district ESE department is engaged in a variety of activities that are a part of the district's plan to reduce the use of restraint. The ESE district department allocates staff to all public schools throughout the district with specialized behavior training. Each school has an onsite school site specialist for behavioral support and the district developed a team comprised of behavior site coaches, behavioral specialists and behavioral support technicians certified as Registered Behavioral Technicians, and an Applied Behavior Analyst to provide specialized behavioral support to students and guidance for school and district personnel. All schools that have self-contained classes for students with behavioral needs are staffed with behavioral health assistants who are trained in safe crisis management. Furthermore, the district contracts with outside behavioral/mental health agencies to work with students, teachers, and families to reduce challenging behaviors and the need for restraint. A district level ESE Safe Crisis Management Review team, comprised of a variety of ESE specialists and ESE administrators, is in place to oversee all matters related to restraint. The District Safe ESE Crisis Management Review Team meets at least monthly to review all restraint data/reports and discuss solutions specific to individual students to reduce incidents of restraint. Additionally, the school/state restraint reports are analyzed to identify individual students who are frequently restrained. For students identified as being restrained twice during a semester, the team ensures the school implements a crisis intervention plan. Data is then disseminated to program specialists with expertise in working with students with behavioral problems. The specialists review the data for selected students to determine whether effective behavioral strategies and instructional practices are in place. Data reviewed include functional behavior assessments (FBAs), positive behavior support plans (PBSPs), individualized education plans (IEPs), and matrix of services when appropriate. Based upon a careful analysis of this data, program specialists may consult with appropriate school staff to suggest modifications in behavior plans and instruction designed to decelerate those behaviors that have resulted in increased restraint incidents. Program specialists may observe students in the classroom to gain a better understanding of the context of the behaviors and then interventions are developed upon these observations. The data can also be utilized to problem solve with school administrators to make data driven decisions regarding school environments. Strategies may also include updates of students' FBAs and PBSPs, and the implementation of student-specific strategies such as: reviewing IEPs; conducting evaluations or reevaluations and FBAs; evaluating the effectiveness of PBSPs and health care plans specific to individual students' responses and progress, to engage in problem solving with school administrators to make data-driven decisions regarding school environments. District schools also utilize the multi-tiered systems of support (MTSS) and the Positive Behavioral Interventions & Supports (PBIS) systems. The MTSS and PBIS systems of support include proactive strategies for defining, teaching, and supporting appropriate student behaviors to create positive school environments. Through professional development, coaching, modeling, and an emphasis on teaching students appropriate social skills, our focus remains on reducing the need for Safe Crisis intervention. Professional development is ongoing for teachers in the areas of understanding behavior, classroom management, behavioral strategies/ tools, trauma-informed care, and the use of data for progress monitoring. A heavy emphasis is placed on training teachers/staff to collect data, progress monitor, and analyze data to aid in increasing appropriate student behavior. The district also provides ongoing support and professional development for ESE curriculum specialists, ESE positive behavior site coaches, school site specialists, administrators, behavioral health assistants and district registered behavior technicians. When a restraint occurs, district level staff are immediately notified, and the staff provide student specific support and guidance to teachers/school personnel, support for reporting the restraint into the FLDOE system, and by engaging the persons involved in the restraint in a reflection activity. As an additional layer of support, the district utilizes behavior site coaches to model lessons, share proactive versus reactive strategies, provide observation data, guide and assist teams with the problem-solving process, and assist teachers with providing appropriate interventions designed to promote student success and decrease or eliminate the use of restraint. Teachers engage students through the use of a social skills curriculum on a consistent basis as a means to provide positive behavioral supports and life skills. Parental contact/involvement is a required element whenever a restraint incident occurs. If a reoccurring pattern of significant behaviors become evident, the school and district staff, along with the IEP team, will make a concerted effort to collaborate with parents to make changes as appropriate to the student's behavior plan or other student-specific strategies. For students identified as being restrained twice during a semester, the team ensures the school implements a crisis intervention plan.

Section A.7: District Plan Related to Eliminating the Use of Seclusion

Did the school district have an incident of seclusion during the 2022-2023 school year?

Yes (Continue answering questions)

No (Stop here)

1. The school district will have a plan for eliminating seclusion.

Specify the school district's measurable annual goal for eliminating the number of seclusion incidents.

2. The school district's plan for eliminating the use of seclusion must include activities, skills and resources needed to achieve that goal. Charter schools, Department of Juvenile Justice facilities, and contracted residential facilities must be included. Activities may include, but are not limited to, the following:

- a. Additional training in positive behavioral support and crisis management;
- b. Parental involvement;
- c. Data review;
- d. Updates of students' functional behavioral assessments (FBAs) and positive behavior intervention plans (PBIPs);
- e. Additional student evaluations;
- f. Debriefing with staff;
- g. Use of schoolwide positive behavior support; and
- h. Changes to the school environment.

Indicate the total number of incidents of seclusion during the 2022-2023 school year.

Indicate the percentage of increase or decrease from the 2021-2022 rate to the 2022-2023 rate.

Provide a rationale for the school district's increase or decrease in incidents when comparing the data.

How many students in the school district were secluded? What were the specific activities, skills and resources implemented to reduce these rates to eliminate seclusion?

3. The following are examples of activities that may be considered for the purpose of eliminating the use of seclusion:

- a. Implement student-specific strategies, such as reviewing individual educational plans and Section 504 plans, conducting evaluations or reevaluations and FBAs, and evaluating the effectiveness of PBIPs and health care plans specific to individual students' responses and progress;
- b. Implement school district and school strategies for increasing parental involvement;
- c. Introduce or strengthen a multi-tiered system of supports, which could include schoolwide positive behavioral support;
- d. Provide additional professional development training in positive behavioral support and crisis management; and
- e. Engage in problem-solving with school administrators to make data-driven decisions regarding school environments.

Describe the activities and resources that are a part of the school district's plan to eliminate the use of seclusion.

Section B.1: Assurances – Free Appropriate Public Education (FAPE)

Statutory and Regulatory Citations

Title 34 CFR §§99.7, 300.111, 300.172, 300.226, 300.613-300.621 and 300.647

Chapters 468, 486, 490 and 491, F.S.

Sections 393.17, 627.6686, 641.31098, 1002.20, 1002.22, 1003.4282, 1003.57, 1003.572,

1006.03, 1011.62, 1012.32 and 1012.321, F.S.

Rules 6A-1.0955, 6A-6.03028 and 6A-6.0311, F.A.C.

Full Educational Opportunity Goal

The school district assures provision of full educational opportunity to all children with disabilities, aged three through 21, using the kind and number of facilities, personnel, and services necessary to meet this goal. A Free Appropriate Public Education (FAPE) is available to all students with disabilities upon determination of need.

Information to be Provided at Initial Meeting of a Student's Individual Educational Plan (IEP) Team

In accordance with s. 1003.57(1)(j), F.S., the district school board shall provide each parent with information regarding the amount that the school district receives from the state appropriation for each of the five exceptional student education support levels for a full-time student. The school district shall provide this information at the initial meeting of a student's IEP team.

Ages of Students Served

For students with disabilities who have not graduated with a standard diploma, the school district will:

- Provide services until the day the student turns 22 years old
- Provide services until the end of the semester in which the student turns 22 years old
- Provide services through the last instructional day of the school year for all students in the school district in which the student turns 22 years old, provided that the student was 21 years old on the first instructional day of school for all students in the school district

Indicate if the school district (including charter schools) serves infants and toddlers with disabilities, ages birth through 2 years old, in collaboration with Local Early Steps:

- Yes
- No

Note: School districts may provide a FAPE to a child who will turn 3 years old during the school year. If this is the only circumstance for which the school district would provide services to a child who is 2 years of age, no should be checked.

Indicate if the school district (including charter schools) serves prekindergarten children with disabilities, ages 3 through 5 years:

- Yes
- No

Section B.2: Parental Input and Meetings

Parental Input and Meetings

In accordance with section 1002.20(21)(a), Florida Statutes, *Meetings with school district personnel*, parents of public-school students may be accompanied by another adult of their choice at a meeting with school district personnel. School district personnel may not object to the attendance of such adult or discourage or attempt to discourage, through any action, statement, or other means, the parents of students with disabilities from inviting another person of their choice to attend any meeting. Such prohibited actions include, but are not limited to, attempted or actual coercion or harassment of parents or students or retaliation or threats of consequences to parents or students.

1. Such meetings include, but are not limited to, meetings related to: the eligibility for exceptional student education or related services; the development of an individual family support plan; the development of an individual educational plan; the development of a 504 accommodation plan issued under section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the educational environment, discipline, or placement of a student with a disability.
2. The parents and school district personnel attending the meeting shall sign a document at the meeting's conclusion stating whether any school district personnel have prohibited, discouraged, or attempted to discourage the parents from inviting a person of their choice to the meeting.

One of the following must be selected:

- I have read and understand the above information.
- This section is not applicable for the Department of Corrections.

Section B.3: Collaboration of Public and Private Instructional Personnel

Collaboration of Public and Private Instructional Personnel

Section 1003.572, F.S., provides:

1. As used in this section, the term "private instructional personnel" means:

- a. Individuals certified under s. 393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098 ,F.S.
- b. Registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals described in paragraph (a) by assisting and supporting such individuals in the provision of applied behavior analysis services. To provide services under this section, a registered behavior technician must be employed by a provider described in paragraph (a);
- c. Speech-language pathologists licensed under s. 468.1185, F.S.;
- d. Occupational therapists licensed under part III of Chapter Part III F.S.;
- e. Physical therapists licensed under Chapter 486. F.S.
- f. Psychologists licensed under Chapter 490, F.S.
- g. Clinical social workers licensed under Chapter 491 F.S.

2. The collaboration of public and private instructional personnel shall be designed to enhance but not supplant the school district's responsibilities under the Individuals with Disabilities Education Act (IDEA). The school as the local education agency shall provide therapy services to meet the expectations provided in federal law and regulations and state statutes and rules. Collaboration of public and private instructional personnel will work to promote educational progress and assist students in acquiring essential skills, including, but not limited to, readiness for pursuit of higher education goals or employment. Where applicable, public and private instructional personnel shall undertake collaborative programming. Coordination of services and plans between public school and private instructional personnel is encouraged to avoid duplication or conflicting services or plans.

3. Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel must be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting according to the following requirements:

- a. The student's public instructional personnel and principal consent to the time and place.
- b. The private instructional personnel satisfy the requirements of s. 1012.32 or 1012.321, F.S.

For the purpose of implementing this rule, a school district may not impose any requirements beyond those requirements specified in this rule or charge any fees.

4. The provision of private instructional personnel by a parent does not constitute a waiver of the student's or parent's right to a free appropriate public education under IDEA.

Written Agreements

1. The school district assures that written agreements are on file in the school district for multi-district programs and for the assignment of instructional personnel to a facility operated by another agency or organization. These written agreements have been developed and approved by all participating school boards or agencies. Each such agreement, in accordance with Rule 6A-6.0311, F.A.C., includes but is not limited to:

- a. Designating responsibilities for the implementation of school district procedures;
- b. Providing transportation;
- c. Providing program and staff supervision;
- d. Funding programs; and
- e. Dissolving the agreement.

2. Written agreements are on file for the provision of special education and related services to this school district's exceptional students through multi-district programs.

Yes

No

If yes, include the names of the school districts providing services and the types of exceptional student education (ESE) services provided by each school district.

3. Written agreements are on file for the provision of special education and related services to exceptional students from other school districts through multi-district programs.

Yes

No

If yes, include the names of the school districts receiving services and the types of ESE services provided for each school district.

4. Agreements for assigning instructional personnel to a facility operated by other agencies or organizations are on file in this school district.

Yes

No

If **yes**, include the name of each agency and the instructional personnel assigned for each facility.

Episcopal Children's Service, Head Start. Instructional Personnel Assigned: District PreKindergarten (PreK) personnel visit facilities, provide therapies as needed, and jointly collaborate.

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Section B.4: Juvenile Justice Facilities, County Jails and Municipal Detention Facilities

Statutory and Regulatory Citations

34 C.F.R. § 300.2(b)(1)

Sections 951.176, 951.23, 1003.01, 1003.52, 1003.57, 1003.573 and 1011.62, F.S.

Rules 6A-1.045111, 6A-1.0503, 6A-6.0334, 6A-6.0361 and 6A-6.05281, F.A.C.

Juvenile Justice Facilities

1. In accordance with s. 1003.01(14)(b), F.S., "Juvenile justice provider" means the Department of Juvenile Justice (DJJ); the sheriff; or a private, public or other governmental organization under contract with the DJJ or the sheriff that provides treatment, care and custody, or educational programs for youth in juvenile justice intervention, detention or commitment programs.
2. The district school board of the county in which the residential or nonresidential DJJ facility is located shall provide appropriate educational assessments and an appropriate program of instruction and special education services, including all services and documentation required by federal and state laws. School districts have the option of providing the education services directly or may enter into an education services contract with a private provider.

Note: Not every juvenile justice facility is under the jurisdiction of the DJJ.

3. School districts that enter into a contract with an educational provider are responsible for oversight. For exceptional students, school districts should ensure the following:
 - a. Exceptional students have a current individual educational plan (IEP);
 - b. The IEP contains measurable annual goals (including academic and functional);
 - c. The IEP is being implemented;
 - d. The parents are invited to IEP team meetings; and
 - e. The appropriate team members are present at IEP team meetings.

Describe how the school district ensures that students who are in need of special education and related services are identified, located and evaluated in juvenile justice facilities.

Clay County does not have any juvenile justice facilities.

Describe how the school district ensures that special education and related services are determined by the student's needs and not the availability of services in juvenile justice facilities.

Clay County does not have any juvenile justice facilities.

County Jails and Municipal Detention Facilities

1. County jails or municipal detention facilities are defined in accordance with s. 951.23, F.S.
2. Each county may contract with a district school board, the Florida Virtual School, or a charter school authorized to operate under s. 1002.33, F.S., to provide education services to inmates at county detention facilities. The education services may include any educational, career or vocational training that is authorized by the sheriff or chief correctional officer, or a designee.
3. All eligible students with disabilities under 22 years of age who have not graduated with a standard diploma or its equivalent who are detained in a county or municipal detention facility as defined in s. 951.23, F.S., shall be offered education services by the local school district in which the facility is located. These education services shall be based upon the estimated length of time the youth will be in the facility and the youth's current level of functioning. School district superintendents or their designees shall be notified by the county sheriff or chief correctional officer, or his or her designee, upon the assignment of a youth under 21 years of age to the facility.
4. A cooperative agreement with the local school district and applicable law enforcement units shall be developed to address the notification requirement and the provision of education services to these youth.

Describe how the school district ensures that all eligible-age students with disabilities who are in need of special education and related services are identified, located and evaluated in county jail or municipal detention facilities located within the school district.

The County Jail has a Program Unit Supervisor who oversees educational services for inmates on staff who serves as a liaison between the jail and school district. The district allocates staff to the county jail, an ESE certified teacher and general education reading curriculum specialist, who provide educational services to inmates. The teachers and program unit supervisor consult regularly, and if a student is suspected of having a disability, the teachers will engage in and coordinate Child find activities to identify, locate, and evaluate students. If a student was enrolled in public school and was involved in Child find activities prior to being placed in the county jail, the district staff will coordinate to ensure the process is continued and completed.

Describe how the school district provides educational programming to students with disabilities under the age of 18 in county jails or municipal detention facilities located within the school district.

The Clay County Jail does not accept students under the age of 18. Clay County students under the age of 18 are served at a DJJ facility in a neighboring school district (Duval).

Describe the school district's process for serving students 18 through 21 years of age in county jails or municipal detention facilities who meet the following conditions:

- **The student had been identified as a student with a disability and received services in accordance with an IEP, but left school prior to incarceration.**

When a student with a disability 18 - 21 years of age is incarcerated in the Clay County Jail, but left school prior to incarceration, the Individualized Education Plan (IEP) team will convene at the jail and amend or write a new Transition IEP in order to ensure the student's needs are addressed in the jail's classroom setting. The IEP team may also consider conducting a reevaluation to identify or clarify the student's needs.

- **The student who had been identified as a student with a disability and did not have an IEP in the last educational setting.**

When a student with a disability 18 - 21 years of age is incarcerated in the Clay County Jail, but did not have an IEP in the last educational setting, district staff will contact the previous school to obtain any relevant academic and behavioral data. The IEP team will examine all existing student data from the last educational setting and/or will conduct a reevaluation to write a new Transition IEP in order to ensure the student's needs are addressed in the jail's classroom setting.

Describe the school district's process with county jail and municipal detention facility administrators to identify students who meet the abovementioned conditions under the Individuals with Disabilities Education Act.

The County Jail's Program Unit Supervisor who oversees educational services for inmates on staff and the district allocated staff, an ESE certified teacher and general education reading curriculum specialist, who provide educational services to inmates will work collaboratively to ensure the IEP team identifies students who meet the abovementioned conditions under the Individuals with Disabilities Act.

Describe the school district's process with county jail and municipal detention facility administrators to ensure that students 18 through 21 years of age receive a free appropriate public education, which includes special education and related services in accordance with students' IEPs.

When a student with a disability under 21 years of age is incarcerated in the Clay County Jail, the school district is notified by the county jail's Program Unit Supervisor who oversees educational services for inmates. The district allocates staff to the county jail, an ESE certified teacher and general education reading curriculum specialist, who provide educational services to inmates. Once the district receives notification, the school district staff will ensure a Transition Individualized Education Plan meeting is convened at the jail. The IEP team updates or writes a new Transition IEP in order to ensure the student's needs are addressed in the jail's classroom setting. The IEP team may also consider conducting a reevaluation to identify or clarify the student's needs. Related services are provided as determined by the IEP team based on the student's needs.

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Section B.5: Residential Facilities

Statutory and Regulatory Citations

34 C.F.R. § 300.2(b)(1)

Sections 951.176, 951.23, 1003.01, 1003.52, 1003.57, 1003.573 and 1011.62, F.S.

Rules 6A-1.045111, 6A-1.0503, 6A-6.0334, 6A-6.0361 and 6A-6.05281, F.A.C.

Placement in a Residential Facility of a Student with a Disability by a Public Agency Other Than the School District

1. In accordance with s. 1003.57(3), F.S., an exceptional student with a disability may be placed in a private residential care facility by the Department of Children and Families, Agency for Persons with Disabilities, or Agency for Health Care Administration. For this purpose, "placement" is defined as the funding or arrangement of funding by an agency for all or a part of the cost for an exceptional student with a disability to reside in a private residential care facility and the placement crosses school district lines.
2. The private residential care facility, or a residential facility that is operated, licensed or regulated by a public agency shall ensure that, within 10 business days of a student with a disability being placed in the facility, written notification of the placement is provided to the school district where the student is currently enrolled and counted for funding purposes under s. 1011.62, F.S. (sending school district), and the school district where the residential facility is located (receiving school district). If the student is not currently counted for funding purposes in the school district in which the legal residence of the student is located, the school district in which the legal residence of the student is located also shall be notified by the residential facility in writing within the required timeline. The placing agency shall collaborate with the residential facility to determine how that notification will be provided within the required timeline.
3. In accordance with Rule 6A-6.0334(3), F.A.C., the sending school district shall take reasonable steps to promptly respond to the residential facility's request for transmittal of the student's education records. If the student's placement in the residential care facility occurs while the notification and procedures regarding payment are pending, the student shall remain enrolled in the sending school district and the sending school district shall collaborate with the residential care facility to ensure that the student receives a free appropriate public education and special education and related services, including services comparable to those described in the current individual educational plan (IEP), until the notification and procedures regarding payment are completed.
4. Each school district is responsible for assuring the proposed program at the nonpublic school or community facility is appropriate to meet the educational needs of the exceptional student with a disability, or early intervention needs of the infant or toddler with a disability, placed through a contractual agreement. This is not meant to limit the responsibility of agencies in the state other than the district school boards from providing or paying some or all of the cost of a free appropriate public education or early intervention services to be provided to children with disabilities ages birth through 21 years.

Contractual Arrangements with Private Schools

Statutory and Regulatory Citations

Sections 1002.42, 1003.52, 1003.573, 1011.61 and 1012.42, F.S.

Rules 6A-1.0503, 6A-1.0955 and 6A-6.0361, F.A.C.

1. Each school district shall provide special education and related services to an exceptional student with a disability through a contractual agreement with an approved nonpublic school or community facility under either of the following circumstances:
 - a. When the school district has determined that no special educational program offered by it, a cooperating school district, or a state agency can adequately provide the educational program for the student; orb.
 - b. For the provision of the educational component of a residential placement for an exceptional student with a disability when such a placement is made by another public agency for the primary purpose of addressing residential or other noneducational needs in accordance with ss. 1003.57(3) and (4), F.S. The student's IEP developed in accordance with Rule 6A-6.03028, F.A.C., may reflect that the residential placement is not required in order for the student to benefit from special education which could otherwise be provided by the school district during the day.
2. Each school district may provide special education and related services to an exceptional student with a disability through a contractual agreement with an approved nonpublic school or community facility for the provision of a nonresidential interagency program that includes the provision of educational programming in accordance with the student's IEP.
3. In collaboration with the Part C Early Steps Program, each school district may provide early intervention services for an infant or toddler with a disability through a contractual agreement with approved nonpublic or community facilities when the school district has determined that a nonpublic or community facility can provide appropriate services for the infant or toddler. The early intervention services shall be provided in accordance with an individualized family support plan (IFSP) developed in accordance with Rule 6A-6.03029, F.A.C.
4. The requirements of Rule 6A-6.0361(1), F.A.C., do not apply when a school district provides educational assessments and a program of instruction and special education services to students in the custody of Department of Juvenile Justice programs who are served in residential and nonresidential care facilities and juvenile assessment facilities located in the school district in accordance with s. 1003.52(3), F.S.

District Responsibilities

Before the school district executes a contract with a nonpublic school or community facility, the school district will determine that the school or facility:

1. Has qualified personnel as defined in Rule 6A-1.0503, F.A.C., or appropriate licensing entities and appoints noncertified instructional personnel according to the policies required in Rule 6A-1.0502, F.A.C. Personnel in an out-of-state nonpublic school or community facility shall be certified or licensed in accordance with the standards established by the state in which the nonpublic school or community facility is located.
2. Provides instructional school day and year consistent with s. 1011.61, F.S. taking into account the number of school hours or school days provided by the school district.
3. Maintains current sanitation and health certificates and fire inspections for each appropriate building and will be open for inspection by appropriate authorities.

4. Protects the confidentiality of student records and information and assures the provision to the parent or student whose rights have transferred upon reaching the age of majority (age 18), the right of access, copies, amendments, and hearings as specified in Rule 6A-1.0955, F.A.C.
5. Designates staff member to be responsible for the administration of the provisions of the contract and supervision of the educational program provided to each student, or early intervention services provided to each child age birth through two years, under the contract.
6. Has written procedures for admission, dismissal, and separation of students, if appropriate.
7. Has a written description of the support services that are available and will be provided to each student placed under a contract in accordance with each student's IEP or each child's IFSP.
8. Has written policies concerning the care of the student in emergencies, clinical and administrative records, personnel policies, staff duties, fee schedules, food services, and insurance coverage.
9. Complies with requirements of the following: the Office for Civil Rights; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Boy Scouts of America Equal Access Act (Section 9525 of the Elementary and Secondary Act of 1965, as amended by the No Child Left Behind Act of 2001).
10. Files reports with the Florida Department of Education (FDOE) as prescribed in s. 1002.42, F.S., if applicable.

Contents of Contract

A contract between a district school board and a nonpublic school or community facility to provide educational programs for an exceptional student with a disability, or early intervention services to a child with a disability age birth through two years, shall not extend beyond the school district's fiscal year, and shall include at least the following:

1. Written assurance that the nonpublic school or community facility is staffed by qualified personnel as defined by Rule 6A-1.0503, F.A.C., or an appropriate and identified licensing entity.
2. A description of the scope of service provided by the nonpublic school or community facility and how it relates to the IEP of the exceptional student with a disability or the IFSP of the infant or toddler with a disability.
3. Provision for reporting to appropriate school district personnel and the parent on the student's progress in meeting the annual goals in accordance with the IEP or the child's and family's progress in meeting the major outcomes in accordance with the IFSP.
4. Provision for appropriate school personnel to review the program provided by the nonpublic school or community facility and to confer with the staff of the nonpublic school or community facility at reasonable times.
5. Provision for reporting to appropriate school district personnel any non-attendance of the exceptional student with a disability or the infant or toddler with a disability.
6. Provision for notifying appropriate school district personnel and the parent of the use of seclusion or restraint of the student, in accordance with s. 1003.573, F.S.
7. The method of determining charges and sharing costs with other agencies for the placements under the contract, including the projected total cost to the school district.
8. Identification of financial responsibility.
9. Method of resolving interagency disputes. Such methods may be initiated by district school boards to secure reimbursement from other agencies.
10. A schedule for review of the program being provided to the exceptional student with a disability or the infant or toddler with a disability, through the contract.
11. Provision for terminating the contract.
12. Written assurance of compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

Additional School District Responsibilities

When contracting with a nonpublic school or community facility, in accordance with Rule 6A-6.0361, F.A.C., the school district shall be responsible for at least the following:

1. Selecting an appropriate nonpublic school or facility in consultation with the parent and other appropriate agency personnel
2. Providing for transportation for students aged 3 through 21 years.
3. Maintaining a case file including progress reports and periodic evaluations of the exceptional student with a disability, or infant or toddler with a disability.
4. Verifying that the child is a resident of the school district and is enrolled in, or has made application for admittance to, a school district program.
5. Providing for the cost of the student's educational program or early intervention services as specified in the contract.
6. Maintaining documentation of the qualifications of personnel in nonpublic schools or community facilities as required in Rule 6A-6.0361, F.A.C., or by the appropriate licensing entity, including the out-of-field notification requirements of s. 1012.42, F.S.
7. Providing an appropriate educational program for the student in the least restrictive environment based on an annual or more frequent review of the student's IEP, or early intervention services in a natural environment based on a six-month or more frequent review of the child's IFSP.
8. Maintaining copies of the IEPs or IFSPs in the school district and providing copies of the IEPs of students who are in residential placements to the FDOE, Bureau of Exceptional Education and Student Services.

Section B.6: Florida Educational Finance Program (FEFP) Funds

When an exceptional student with a disability, or infant or toddler with a disability, is enrolled in a nonpublic school or community facility program under contractual arrangement for providing a special educational program or early intervention services as provided herein, the student, or infant or toddler, shall generate FEFP funds for the school district in the appropriate cost categories as established in s. 1011.62, F.S., as outlined below.

1. The nonpublic school or community facility program meets the criteria referenced under District Responsibilities in Part 1. Section B.5.
2. The student is regularly attending the program, and the length of the school day and minimum number of days are in compliance with Rule 6A-1.045111, F.A.C.
3. The student is appropriately identified as an exceptional student with a disability by the school district, or the infant or toddler has been determined eligible as an infant or toddler with a disability by the Part C Early Steps Program and does not include students identified solely as gifted.
4. An individual educational plan (IEP) or individualized family support plan (IFSP) for the student has been developed as required.
5. Full-time equivalent (FTE) student membership for each exceptional student with a disability, or infant or toddler with a disability, under a contractual arrangement is included in the school district's report of membership.
6. Annually and prior to the first report of FTE membership for a student in a residential placement in a nonpublic or community facility program, a copy of the contracts signed by all participating parties shall be filed with the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services, 325 West Gaines Street, Tallahassee, Florida 32399.

When a school district contracts for the educational component of a residential placement for a group of students, one contract with student names or individual contracts shall be filed.

Notes:

When an exceptional student with a disability is offered an appropriate educational program by the school district and the parent waives this opportunity in favor of a nonpublic program selected by the parent, the parent shall assume full financial responsibility for the student's education.

Section 1003.57(2)(a), F.S., states, "an exceptional student with a disability who resides in a residential facility and receives special instruction or services is considered a resident of the state in which the student's parent is a resident." The statute further indicates that nonresident students with disabilities receiving services in residential facilities "may not be reported by any school district for FTE funding in the [FEFP]."

Does the district contract for special education and related services with nonpublic schools, residential facilities, and or community facilities.

Yes

No

If yes, describe the district's procedures for the following:

Determining that the school or facility meets the required criteria before a contract with a nonpublic school or community facility is completed.

The ESE Director and an ESE program specialist utilize a facility review sheet which contains all the criteria for approval of the private school including but not limited to qualifications of staff, length of school day and year, sanitation and health certificates, confidentiality of student records and various policies and procedures. An onsite visit is scheduled and our district staff travel to the program, interview staff, conduct program observations and obtain copies of required documents. Data are analyzed to ensure that all criteria are met before a contract is fully executed.

Maintaining documentation of the qualifications of personnel in nonpublic schools or community facilities as required in Rule 6A-6.0361, F.A.C., or by the appropriate licensing entity, including the out-of-field notification requirements of s. 1012.42, F.S.

The qualifications of instructional staff and related service providers are reviewed to determine that adequate written documentation is present to substantiate that staff are qualified under state rules or appropriate licensing entities. In addition, instructional staff credentials are judged against IDEA highly qualified teacher requirements. Written documentation of teacher certification and highly qualified status are maintained in the district human resources files in order to maintain appropriate documentation of personnel qualifications. If a teacher is assigned teaching duties in a class dealing with subject matter that is outside the field in which the teacher is certified, the parents of all students in the class are notified in writing of such assignment by the human resources office. Written notification is sent via U. S. Postal Service and records of such notifications are maintained in the human resources office.

Maintaining copies of the IEPs or IFSPs in the district and providing copies of the IEPs of students who are in residential placements to the Florida Department of Education, Bureau of Exceptional Education and Student Services.

Copies of the IEPs are maintained at the ESE district office and are also sent to FLDOE/BEESS if it is a residential contract annually and prior to the first report of FTE for residential placements.

Section B.7: Limited English Proficiency (LEP) Students

The school district assures that LEP students who are also students with disabilities have programming and services pursuant to federal and state laws and regulations.

Section B.8: Child Find

1. The State has assigned to local school districts and the Florida Diagnostic and Learning Resources System (FDLRS) associate centers the responsibility for fully informing parents about the requirements of identifying, locating and evaluating students with disabilities in accordance with 34 C.F.R. §§ 300.111, 300.130 and 300.131 and ss. 1006.03 and 1003.57, F.S.
2. The focus for FDLRS's child-find activities is children birth to 5 years of age (not enrolled in a public school) and children attending nonpublic (private) schools. FDLRS also serves as a link between school districts and the identification, location, and evaluation services of the local county health units, Florida School for the Deaf and the Blind, and the individual school districts.
3. In addition to these functions, FDLRS centers have been authorized to provide testing and evaluation services to nonpublic school pupils or other children who are not enrolled in public schools and to assist school districts in providing testing and evaluation services for high-risk or infants and preschool children with disabilities.
4. For parentally placed private school students, the school district in which the private school is located has the responsibility for child find if the private school is nonprofit. If the private school is for profit, the school district of the student's residence has the child-find responsibility.

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Section B.9: Confidentiality of Student Records

In accordance with 20 United States Code § 1232g; 34 C.F.R. §§ 300.613 through 300.621; s. 1002.22, F.S.; and Rule 6A-1.0955, F.A.C., the school district assures that a formal policy is in place to guarantee the confidentiality of student records. This policy includes the following:

1. Access rights

- a. The school district will permit parents to inspect and review any educational records relating to their children that are collected, maintained or used by the school district, without unnecessary delay and before any meeting regarding an individual educational plan (IEP), individualized family support plan (IFSP), or educational plan (EP), or any hearing relating to the identification, evaluation or educational placement of the child, or the provision of a free appropriate public education (FAPE) to the student, and in no case more than 30 days from the request. The parent has the right to:
 - i. A response from the school district for reasonable explanation and interpretation of the records,
 - ii. Request that the school district provide copies of the records if failure to do so would deprive the parent of the right to review the records, and
 - iii. Have a representative of the parent inspect and review the records;
- b. The school district presumes that the parent has authority to inspect and review records relating to that parent's child unless otherwise advised that the parent does not have such authority.
- c. The school district keeps a record of parties obtaining access to student records, other than the parent or authorized school district or school employees, which includes the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
- d. When the educational record includes information about more than one student, the parent may review the information relating only to that parent's child.
- e. The school district will provide the parent, upon request, a list of the types and locations of educational records relating to that parent's child.
- f. The school district may charge a fee for copies of records if the fee does not prevent the parent from accessing the records. A search or retrieval fee may not be charged.

2. Amendment of student records

- a. The student's parent who believes that information within the student's educational records contains inaccurate or misleading information or violates the privacy or other rights of the child, may request that the school district amend the information.
- b. The school district will decide whether to amend the information in accordance with the request within a reasonable period of time.
- c. If the school district refuses to amend the information, it will inform the parent of the refusal and advise the parent of the right to a hearing, in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974.
- d. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will amend the record accordingly and inform the parent in writing.
- e. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will inform the parent of the right to place in the record a statement commenting on the information or setting forth any reason for disagreement with the decision of the school district.
- f. Any explanation placed in the student's record will be maintained by the school district as part of the student's record as long as the school district maintains the record or the contested portion. If the record is disclosed by the agency to any party, the explanation will also be disclosed.

3. Consent

- a. Parental consent will be obtained before personally identifiable information is disclosed to anyone other than officials of the school district or other party with a legitimate interest in the record, or as specifically authorized by FERPA and s. 1002.22, F.S.
- b. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before personally identifiable information is released to officials of participating agencies that provide or pay for transition services.
- c. Parental consent or the consent of an eligible student, who has reached the age of majority, must be obtained before any personally identifiable information about a child is released between school district officials where a private school is located and officials in the school district of the parent's residence in situations involving parentally placed private school students.

4. Safeguards

- a. The school district will protect the confidentiality of personally identifiable information during the collection, storage, disclosure, and destruction of records.
- b. The principal, or a designee, of each school assumes responsibility for ensuring confidentiality of student records.
- c. All persons using or collecting personally identifiable information must receive training in confidentiality procedures.
- d. The school district will maintain for public inspection a current listing of the names and positions of those employees within the school district who have access to personally identifiable information.

5. Destruction of information

- a. The school district will inform parents when personally identifiable information is no longer needed to provide education services to the student. This information must be destroyed at the request of the parent.
- b. A permanent record of the student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

6. Annual written notice to parents

- a. The school district will provide annual written notice to inform the adult student, or the parent or guardian, of the rights defined in s. 1002.22, F.S., and 34 C.F.R. § 99.7. Items to be included in the notice are:
 - i. The right to review and inspect the student's education records, including the procedures to exercise this right;
 - ii. The right to seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights, including the procedures to request an amendment;
 - iii. The right to consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA and state statute permits disclosure without consent; and
 - iv. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the requirements of FERPA.
- b. The school district will have developed alternate methods of notice for informing adult students or the parent or guardian unable to comprehend a written notice in English.

7. FAPE

The school district ensures that FAPE is available to all students with disabilities residing in the school district aged 3 through 21 years, including students with disabilities who have been suspended or expelled from school; students with disabilities who have graduated with a certificate of completion, but have not attained the age of 22 years; students in the care and custody of DJJ, and students with disabilities who attend public charter schools. FAPE is also available to students identified as gifted in kindergarten through grade 12. FAPE does not apply to students who have graduated from high school with a standard diploma and who did not defer receipt of the diploma in accordance with s. 1003.4282(8)(c), F.S. A standard diploma does not include an alternative degree that is fully aligned with the state's academic standards, such as a certificate of completion or a general educational development credential (known as a GED), in accordance with Rule 6A-6.03028(1)(a), F.A.C.

8. Transition from Part C to Part B

Children participating in early intervention programs under Part C, who will participate in prekindergarten programs under Part B, will experience a smooth and effective transition to the prekindergarten program for children with disabilities. By the child's third birthday, an IEP or IFSP is developed and implemented. A representative of the school district participates in transition planning conferences arranged by Children's Medical Services, and Local Early Steps, the designated lead agency for Part C.

9. Funding formula

The school district assures that, in accordance with s. 1011.62, F.S., in order to generate funds using one of the two weighted ESE cost factors, a new matrix of services form is completed by trained personnel at the time of initial placement and at least once every three years. Additionally, the school district ensures that matrices reflect current services. If services change as the result of an IEP team decision, the school district will complete a new matrix. The nature and intensity of the services indicated on the matrix is consistent with the services described in each student's IEP, IFSP or EP. Nothing listed in the matrix limits the services the school district provides in order to ensure that exceptional students are provided a FAPE.

Students identified as exceptional who do not have a matrix of services will generate funds on the basis of full-time equivalent student membership in the Florida Education Finance Program (FEFP) at the same funding level per student as provided for basic students. These students will be reported at 111 for grades prekindergarten through 3, 112 for grades 4 through 8, and 113 for grades 9 through 12. Additional funding for these students is provided through the ESE Guaranteed Allocation component of the FEFP.

Section B.10: Coordinated Early Intervening Services (CEIS)

The Individuals with Disabilities Education Act (IDEA) regulations, 34 C.F.R. § 300.226, permit a local educational agency (LEA) to voluntarily use up to 15 percent of Part B funds to develop and implement CEIS.

CEIS is for students who have not been identified as students with disabilities under IDEA, but who have been identified as needing additional academic and behavioral supports to succeed in general education.

CEIS may be used for:

1. Direct instruction of students in kindergarten through grade 12, with a particular emphasis on students in kindergarten through grade three;
2. Professional development for teachers and other school staff for the delivery of scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction and instruction in the use of adaptive and instructional software; and
3. Educational and behavioral evaluations, services and supports.

Any LEA that uses Part B funds for coordinated early intervening services must annually report to the state educational agency (SEA) the number of students served by CEIS.

The SEA may require an LEA to reserve 15 percent of its Part B funds for CEIS, when significant disproportionately based on race or ethnicity is determined according to IDEA regulations 34 C.F.R. § 300.646(d)(2).

Statutory and Regulatory Citations

34 C.F.R. § 300.172

1. The school district assures compliance with the National Instructional Materials Accessibility Standard (NIMAS) to provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
2. Instructional materials may be purchased through the NIMAC in the same manner and conditions as authorized by the state.
3. School districts may choose not to coordinate with the NIMAC but must ensure that children with disabilities who need instructional materials in accessible formats receive those materials in a timely manner.

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Section C.1: Exceptional Student Education Procedural Safeguards

Statutory and Regulatory Citations

34 C.F.R. §§ 300.121 and 300.500 through 300.536

Sections 1002.22, 1003.57, 1003.571 and 1008.212, F.S.

Rules 6A-1.0955, 6A-6.03311 through 6A-6.03313, F.A.C.

Procedural Safeguards

Parents of exceptional students are entitled to information about their rights. These rights, or *procedural safeguards*, are intended to ensure that parents have the opportunity to be partners in the educational decisions made regarding their children.

The procedural safeguards notice must be written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district must take steps to ensure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication, that the parent understands the content of the notice, and that there is written evidence that these requirements have been met.

1. Procedural safeguards for students with disabilities

This applies to students with disabilities enrolled in public schools and to students with disabilities enrolled by their parents in nonprofit private schools.

The district assures that the *Notice of Procedural Safeguards for Parents of Students with Disabilities* is made available to parents at least one time a school year. In addition, a copy also must be given to the parents:

- a. Upon initial referral or parent request for evaluation;
- b. Upon receipt of the first state complaint under 34 C.F.R. §§ 300.151 through 300.153 and upon receipt of the first due process complaint under 34 C.F.R. § 300.507 in a school year;
- c. In accordance with the discipline procedures in 34 C.F.R. § 300.530(h) (when a change in placement occurs);
- d. Upon request by a parent; and
- e. In accordance with the provisions of s. 1008.212, F.S., upon the school district superintendent's recommendation to the Commissioner of Education that an extraordinary exemption for a given state assessment administration window be granted or denied.

One of the following must be selected:

- The school district will use the Florida Department of Education's (FDOE's) *Notice of Procedural Safeguards for Parents of Students with Disabilities*, as posted on the FDOE's website, to inform the parents as required.
- The school district will use a different notice of procedural safeguards for parents of students with disabilities to inform the parents as required. A copy of this notice is located in Appendix A.1.

2. Procedural safeguards for exceptional students who are gifted

The school district assures that the notice of the *Procedural Safeguards for Exceptional Students who are Gifted* is made available to parents of a child who is gifted, and must be given to the parents, at a minimum:

- a. Upon initial referral for evaluation
- b. Upon refusal of a parent's request to conduct an initial evaluation
- c. Upon notification of each educational plan meeting
- d. Upon receipt of a request for a due process hearing by either the school district or the parent

One of the following must be selected:

- The school district will use the FDOE's *Procedural Safeguards for Exceptional Students who are Gifted*, as posted on the FDOE's website to inform the parents as required.
- The school district will use a different notice of procedural safeguards for parents of students who are gifted to inform the parents as required. A copy of this notice is located in Appendix A.2.
- This section is not applicable for the Department of Corrections.

A due process hearing shall be conducted by an administrative law judge appointed as required by s. 120.65, F.S., from the Division of Administrative Hearings (DOAH), Department of Management Services, on behalf of the FDOE.

Describe the school district's policies and procedures to ensure that the school district files a parent's due process hearing request with DOAH as soon as possible following receipt of the request.

When the school district receives receipt of a parent's due process request, the school district will immediately e-file the due process complaint with DOAH. The school district will respond to the parent within 10 calendar days to address the due process complaint.

Describe the school district's policies and procedures to ensure that within 15 days (seven days if expedited) of receiving notice of a parent's due process hearing request, the school district convenes a resolution meeting with the parent and the relevant members of the IEP team unless the parent and the school district agree in writing to waive the meeting or use the mediation process.

Within 15 days of receiving notice of a parent's due process hearing request, the district will convene a resolution meeting with the parent, relevant IEP team members and the LEA representative, who has decision-making authority. The district will not include its attorney unless the parent's attorney is present. The purpose of the resolution meeting is for the parents of the child to discuss their due process complaint, and the facts that form the basis of the complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process hearing request. Once the request for a due process hearing is completed by the parent and received by the appropriate school district representative, the request is marked with a date received stamp and a copy of the request is forwarded to the State Department of Education. Parents are immediately contacted to schedule a date for a resolution meeting, within fifteen (15) days of the district's receipt of the request for a due process hearing. Parents are contacted via phone and provided with written notice, identifying the issues, the meeting participants, date, time and location of the meeting via U.S certified mail. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If the parent does not respond within three to five business days another attempt is made via phone and U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel. If a parent or the parent's representative is non-responsive, the district may direct a school social worker to deliver the written notice to the parent's legal address. If the school district is unable to obtain the participation of the parent in the resolution meeting after reasonable efforts have been made (and documented using the procedures in Title 34, section 300.322(d), Code of Federal Regulations), the school district may, at the conclusion of the 30-day period request that a ALJ dismiss the parent's due process complaint. The resolution meeting is mandatory unless both sides agree not to do it. A waiver of the meeting is appropriate if both parties are interested in going to mediation. If there is a waiver, it is executed in writing by both parties using the district's Waiver of Resolution Meeting form. If the parent is not able to complete the waiver in person, the parent is contacted by phone and the waiver is sent via U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If a parent or the parent's representative is non-responsive, the district may direct a school social worker to deliver the waiver to the parent's legal address.

Describe the school district's policies and procedures for ensuring that the parent and the school district determine the relevant member or members of the IEP team to attend the resolution meeting.

The parent and the LEA determine the relevant members of the IEP team who will attend the resolution meeting. The relevant member(s) of the IEP team must have specific knowledge of the facts identified in the complaint. The meeting may include attorneys, but only if the parents are accompanied by their attorney. Otherwise, the LEA may not have its attorney present for the meeting.

Describe the school district's specific policies and procedures related to how information about dispute resolution mechanisms available to parents according to the notice of procedural safeguards for students with disabilities and the notice of procedural safeguards for students who are gifted are made available to and shared with parents and local stakeholders. Additionally, please provide web links to these resources, if applicable.

Information about dispute resolution mechanisms is available to parents on the school district's ESE website. Parents are guided whenever possible to access this information if they would like more support, information, and resources pertaining to dispute resolution. The webpage contains district-based options for additional support and a link for parents to access the FLDOE Dispute Resolutions Systems webpage via an electronic link. The FLDOE webpage lists a variety of options and resources for parents such as, information about educational advocates, Facilitated IEP Meetings, Mediation, State Complaints, and resources available through the Center for Appropriate Dispute Resolution in Special Education (CADRE). The FLDOE web link is <https://www.fl DOE.org/academics/exceptional-student-edu/dispute-resolution/>. The ESE Clay County District Schools link is <https://as.myoneclay.net/academic-services-home/exceptional-student-education>.

Describe any specific alternate dispute resolution and stakeholder involvement options that are made available to parents of students with disabilities.

The district always stands ready to engage in alternate dispute resolution and stakeholder involvement options such as, facilitated IEP meetings (district or state), mediation and collaborative problem-solving between parents, student advocates, school personnel, ESE district administrators, ESE curriculum specialists, and relevant stakeholders. Also, the ESE district department contracts with an ESE student advocate/parent liaison, and parents can access services from the advocate at no cost to the parents.

Section C.2: Parental Revocation of Consent for Special Education and Related Services

Statutory and Regulatory Citations

34 CFR §§300.9, 300.300 and 300.503

Procedures

A parent of a student with a disability who has been receiving specially designed instruction and related services may revoke consent for such services.

1. The parent's request for revocation must be in writing.
2. The school district will provide the parent with written notice under 34 CFR §300.503 before ceasing the provision of special education and related services.
3. The school district may not continue to provide special education and related services to the student.
4. The school district will not use mediation or due process procedures to challenge the parent's revocation of consent.
5. The school district is not required to convene an individual educational plan (IEP) team or develop an IEP for further provision of special education and related services for the student.
6. The school district is not required to amend the student's education records to remove any reference to the student's previous receipt of such services.
7. The school district will not be considered to be out of compliance with the Individuals with Disabilities Education Act for failure to provide a free appropriate public education to an otherwise eligible student.

Requirements or Options No Longer Applicable

When a parent of a student with a disability revokes consent for services, the requirements that previously applied solely as a result of the student's status as a student with a disability will no longer apply. Examples include:

1. The revocation applies to all services the student is receiving as a student with a disability, including instructional and testing accommodations; the revocation cannot be for some services but not others.
2. The procedural safeguards that apply to students with disabilities, including disciplinary protections, will no longer apply to the student.
3. The options in accordance with s. 1003.4282(8), F.S., for a student with an individual educational plan to satisfy the standard high school diploma requirements will not be available.

Section C.3: Transfer of Parental Rights at Age of Majority

Statutory and Regulatory Citations

34 C.F.R. §§ 300.320 and 300.520

Chapter 744, F.S.

Sections 393.12 and 1003.5716, F.S.

Rules 6A-6.03011, 6A-6.03028, 6A-6.0311 through 6A-6.0361, and 6A-6.03311, F.A.C.

Procedures

1. When a student with a disability reaches the age of 18, except for a student with a disability who has been determined incompetent under state law or who has had a guardian advocate appointed to make educational decisions as provided by s. 393.12, F.S., all rights afforded to parents under Rules 6A-6.0311 through 6A-6.0361, F.A.C., transfer to the student. However, the right to notice under Rules 6A-6.0311 through 6A-6.0361, F.A.C., is retained as a shared right of the parent and the student.
2. At least one year before the student's 18th birthday, the school district will inform the student of his or her rights under Part B of the Individual with Disabilities Educational Act (IDEA), if any, that will transfer from the parent to the student on reaching the age of majority, which is 18 years of age. The student's individual educational plan (IEP) will include a statement that the student has been informed of the rights, if any, that will transfer to the student at 18 years of age.
3. At least one year before the student reaches the age of majority, the school district must provide to the student and parents, information and instruction on self-determination and the legal responsibilities regarding educational decisions that transfer to the student upon attaining the age of 18. This instruction and information must include the ways in which the student can provide informed consent to allow his or her parent to continue to participate in educational decisions, including:
 - a. Informed consent to grant permission to access confidential records protected under the Family Educational Rights and Privacy Act as provided in s. 1002.22, F.S.;
 - b. Powers of attorney as provided in Chapter 709, F.S.;
 - c. Guardian advocacy as provided in s. 393.12, F.S.; and
 - d. Guardianship as provided in Chapter 744, F.S.
4. The school district will notify the student and the parent of the transfer of rights when the student attains the age of 18; this notice is separate and distinct from the notice that was provided to the student and the parent at least one year before the student's 18th birthday.
5. The IEP in effect at the beginning of the school year the student is expected to graduate must include a signed statement by the parent or guardian or the student, if the student has reached the age of majority and rights have transferred to the student, that he or she understands the process for deferment and identifying if the student will defer receipt of his or her standard high school diploma.
6. For a student with a disability who has attained age 18 and is incarcerated in a juvenile justice facility or local correctional facility, all rights accorded to parents under Part B of the IDEA transfer to the student, including the right to notice.
7. For students incarcerated in state correctional facilities, all rights accorded to parents under Part B of the IDEA transfer to the student, including notice, regardless of the age of the student.
8. If a student with a disability has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program, procedures established by statute may be used by the parent to take one of the following actions:
 - a. Have the student declared incompetent and the appropriate guardianship established in accordance with the provisions of Chapter 744, F.S.
 - b. Be appointed to represent the educational interests of the student throughout the student's eligibility for a free appropriate public education (FAPE) under Rules 6A-6.03011 through 6A-6.0361, F.A.C.
 - c. Have another appropriate individual appointed to represent the educational interests of the student throughout the student's eligibility for a FAPE under Rules 6A-6.0311 through 6A-6.0361, F.A.C., if the parent is not available in accordance with s. 393.12, F.S.

Describe the school district's procedures for when a student with a disability has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program.

If a student with a disability reaches the age of majority and does not have the ability to provide informed consent with respect to his or her educational program, the IEP team will continue to provide the student information and individualized instruction based on the student's needs. For example, as a part of the student's course work, as a transition service, transition planning, and/or as part of self-determination and self-advocacy instruction. Furthermore, our school district takes a structured approach to ensure the student's educational needs are met, and legal requirements are observed. Such as:

Engaging in an evaluation to determine the student's capacity to make informed decisions.

communicating with the parents about the student's rights and the need for continued decision-making support.

Holding IEP meetings to discuss the student's needs, next steps, and the potential need for decision-making support during transition.

Advising parents to petition the court for legal guardianship or conservatorship, which would grant them the authority to make educational decisions.

Providing information and resources about the options for decision-making (Considering Age of Majority, Transfer of Rights, and Decision-Making Options).

Connecting families with community resources such as the Family Network On Disabilities.

The school district has the option to include model forms pertaining to a student with a disability who has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program.

- The school district's model forms can be found in Appendix A of this document.
- There are no additional forms for this section.

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Statutory and Regulatory Citations

34 CFR §300.519

Sections 39.0016 and 1002.22, F.S.

Rule 6A-6.0333, F.A.C.

Definition

A surrogate parent is an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student's rights under the Individuals with Disabilities Education Act and s. 39.0016, F.S., when no parent can be identified; the student's parent, after reasonable efforts, cannot be located by the school district; the student is a ward of the state under state law; the student is an unaccompanied homeless youth; or a court of competent jurisdiction over the student has determined that no person has the authority, willingness, or ability to serve as the educational decision-maker for the student without judicial action.

Procedures

1. A surrogate parent appointed by the district school superintendent or the court:

- a. Must be at least 18 years old.
- b. Must have no personal or professional interest that conflicts with the interests of the student to be represented.
- c. Must not be an employee of the FDOE, the local school district, a community-based care provider, the Florida Department of Children and Families (DCF), or any other public or private agency involved in the education or care of the student.
 - i. This prohibition includes group home staff and therapeutic foster parents.
 - ii. A person who acts in a parental role to a child, such as a foster parent or relative caregiver, is not prohibited from serving as a surrogate parent if he or she is employed by such agency, willing to serve, and knowledgeable about the child and the exceptional student education process.
 - iii. The surrogate parent may be a court-appointed guardian ad litem or a relative or nonrelative adult who is involved in the child's life regardless of whether that person has physical custody of the child.
- d. Must have the knowledge and skills acquired by successfully completing training using materials developed and approved by the FDOE to ensure adequate representation of the child.

2. Appointment of a surrogate parent for a student who has or is suspected of having a disability:

- a. A surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a school district or agency under contract with the school district shall be appointed by the district's school superintendent not more than 30 days after the school district determines that the student needs a surrogate parent.
- b. The surrogate parent for a student who is eligible for or who is suspected of being eligible for special programs made available through a contract from the FDOE shall be appointed by the individual specified in the contract.
- c. In the case of a student who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided the surrogate meets the qualifications above.
- d. If a guardian ad litem has been appointed for a child, the district school superintendent must first consider the child's guardian ad litem when appointing a surrogate parent.
 - i. The district school superintendent must accept the appointment of the court if he or she has not previously appointed a surrogate parent.
 - ii. The court must accept a surrogate parent duly appointed by a district school superintendent.
- e. A surrogate parent appointed by the district school superintendent or the court must be accepted by any subsequent school or school district without regard to where the child is receiving residential care so that a single surrogate parent can follow the education of the child during his or her entire time in state custody.
- f. Nothing in s. 39.0016, F.S., or in Rule 6A-6.0333, F.A.C., shall limit or prohibit the continuance of a surrogate parent appointment when the responsibility for the student's educational placement moves among and between public and private agencies.
- g. For a child known to the DCF, the responsibility to appoint a surrogate parent resides with both the district school superintendent and the court with jurisdiction over the child.
 - i. If the court elects to appoint a surrogate parent, notice shall be provided as soon as practicable to the child's school.
 - ii. At any time the court determines that it is in the best interests of a child to remove a surrogate parent, the court may appoint a new surrogate parent for educational decision-making purposes for that child.
- h. The surrogate parent shall continue in the appointed role until the occurrence of one of the following circumstances:
 - i. The child is determined to no longer be eligible or in need of special programs, except when termination of special programs is being contested.
 - ii. The child achieves permanency through adoption or legal guardianship and is no longer in the custody of DCF.

- iii. The parent who was previously unknown becomes known, whose whereabouts were unknown is located, or who was unavailable is determined by the court to be available.
 - iv. The appointed surrogate no longer wishes to represent the child or is unable to represent the child.
 - v. The superintendent of the school district in which the child is attending school, the FDOE contract designee, or the court that appointed the surrogate determines the appointed surrogate parent no longer adequately represents the child.
 - vi. The child moves to a geographic location that is not reasonably accessible to the appointed surrogate
 - i. The appointment and termination of appointment of a surrogate shall be entered as an order of the court with a copy of the order provided to the child's school as soon as practicable.
3. The person appointed as a surrogate parent:
- a. Must be acquainted with the child and become knowledgeable about his or her disability and educational needs;
 - b. Must represent the child in all matters relating to identification, evaluation, and educational placement and the provision of a free and appropriate education to the child; and
 - c. Must represent the interests and safeguard the rights of the child in educational decisions that affect the child.
4. The responsibilities of the person appointed as a surrogate parent shall not extend to the care, maintenance, custody, residential placement, or any other area not specifically related to the education of the child, unless the same person is appointed by the court for such other purposes.
5. A person appointed as a surrogate parent shall enjoy all of the procedural safeguards afforded a parent with respect to the identification, evaluation, and educational placement of a student with a disability or a student who is suspected of having a disability.
6. A person appointed as a surrogate parent shall not be held liable for actions taken in good faith on behalf of the student in protecting the special education rights of the child.
7. A school district may compensate persons appointed as surrogate parents. A person acting as a surrogate parent is not an employee of the school district or FDOE-contracted program solely because he or she is paid by the school district or FDOE-contracted program to serve as a surrogate parent.
8. In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency or transitional shelters, independent living programs, and street outreach programs, as well as McKinney-Vento liaisons or other school district staff, may be appointed as temporary surrogate parents without regard to the requirements until a surrogate can be appointed who meets all of the requirements.

Describe the school district's procedures for determining when a student who has or is suspected of having a disability needs a surrogate parent, including documentation of reasonable efforts to locate or contact the parent, if applicable. (i.e., no clear evidence that parental rights have been terminated).

Each school works diligently to identify and locate the legal parent/guardian for each ESE student. If the school receives information from the student, caregiver, relative, or agency regarding a change of parental status, the principal of the school or designee is responsible for obtaining the name and address of the custodial caregiver or agency involved in the child's custody through available contacts who are knowledgeable of the child's custodial status. The principal notifies the district ESE office if a relative or foster parent is not caring for the child, and the child is in a group home or agency placement. Confirming documentation is obtained by district or school staff from the caseworker, guardian ad litem, or court regarding the change in parental rights, and court records regarding custody are obtained as quickly as possible. Both the school and the district maintain documentation of all attempts to contact parents/legal guardians.

The school may contact district staff (i.e. the district social worker and/or the ESE district specialist, who oversees educational surrogate parent recruitment and training) for assistance if they are unable to identify the parent or to determine if the student is a ward of the state.

The school completes and submits a referral form to the district to request a surrogate parent for a student who is eligible or who is suspected of being eligible for special programs when no parent can be identified or located; the student is a ward of the State; the student is an unaccompanied homeless youth; or a court of competent jurisdiction over the student has determined that no person has the authority, willingness, or ability to serve as the educational decision maker for the student without judicial action. The superintendent appoints a surrogate parent after reviewing and approving the ESE director's recommendation.

Describe the district's procedures for recruiting and training surrogate parents, including those surrogates appointed by a judge.

Surrogate parents may be recruited by the ESE district staff, Florida Diagnostic and Learning Resources System (FDLRS) staff, the guardian ad litem program, retired teachers organization, and local agencies such as Rotary, Kiwanis, and Chamber of Commerce via an application process. Surrogate parents will be trained by FDLRS staff, district ESE staff, or other persons designated by the district. Surrogate parents will receive training in the identification, evaluation, and placement of students with disabilities, Individualized Education Plans and Educational Plans, and an overview of special education programs in the district, including the rights and responsibilities of surrogate parents and procedural safeguards. Additionally, the district will provide ongoing job-embedded guidance along with a list of ESE specialists they can reach out to as applicable to their needs. If a surrogate parent is appointed by a judge, the ESE district staff will work with the surrogate to provide initial or updated training depending on the surrogate parent's professional development needs.

Upon successful completion of the training the Superintendent recommends appointment. Once the ESE Director determines a need for a surrogate parent, the Superintendent makes the appropriate assignment.

One of the following must be selected:

- I have read and understand the above information.
- This section is not applicable for the Department of Corrections.

DRAFT

Section E: Individual Educational Plans (IEPs) and Educational Plans (EPs) for Transferring Exceptional Students

Statutory and Regulatory Citations

34 CFR §§99.31 and 300.323

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030191, 6A-6.03028, 6A-6.0331, 6A-6.0334 and 6A-6.0361, F.A.C.

Definition

A transferring exceptional student is one who was previously enrolled as an exceptional student in any other school district or agency and who is enrolling in a different Florida school district or in an educational program operated by the Florida Department of Education through grants or contractual agreements in accordance with s. 1003.57, F.S.

Procedures

1. IEPs or EPs for students who transfer school districts within Florida

If an exceptional education student who had an IEP or EP that was in effect in a previous Florida school district transfers to the school district and enrolls in a new school, the new school district (in consultation with the parents or legal guardians) will provide FAPE to the student, which includes services comparable to those described in the child's IEP or EP from the previous Florida school district, until the school district does one of the following:

- a. Adopts the student's IEP or EP from the previous school district, or
- b. Develops, adopts, and implements a new IEP or EP that meets the applicable requirements of Rule 6A-6.03028 - 6A-6.0361, F.A.C.

2. IEPs or EPs for students transferring to or from a Florida school district and a full-time virtual program

a. If an exceptional education student who had an IEP or EP that was in effect in a previous Florida school or school district enrolls in a full-time virtual program (in accordance with s. 1002.37 or 1002.45, F.S.), the virtual program must determine if the student meets the profile for success in this educational delivery context. If the student meets the profile for success in this educational delivery context, the virtual program will provide FAPE to the student, which includes services comparable to those described in the student's IEP or EP from the previous school or school district, until the IEP team for the virtual program either:

- i. Adopts the student's IEP or EP from the previous school or school district, or
- ii. Develops, adopts and implements a new IEP or EP that meets the applicable requirements of Rules 6A-3.03011 - 6A-6.0361, F.A.C. A virtual program may not deny or delay enrollment pending review of a student's IEP or EP.

b. When an IEP team of a school district determines that the full-time virtual program is appropriate for a student in accordance with s. 1003.57(5), F.S., within fifteen (15) business days prior to the withdrawal from the school district, the school district must convene an IEP team meeting with at least one (1) representative specific to the full-time virtual program to determine appropriate goals, supports and services for the student. The receiving virtual program may adopt and implement the student's existing IEP from the previous school district or may revise the IEP as needed, to meet the student's needs in the virtual environment.

c. When an IEP team for a virtual program determines that the full-time virtual program is not appropriate for a student in accordance with s. 1003.57(5), F.S., the full-time virtual program must, within fifteen (15) business days, convene an IEP team meeting to determine appropriate goals, supports and services for the student. A representative from the school district of residence for the student must participate in this meeting. A student may not be disenrolled from a full-time virtual program until after the IEP team has met and determined appropriate services for the student.

3. IEPs for students who transfer from outside Florida

If an exceptional education student who had an IEP that was in effect in a previous school district in another state transfers to a Florida school district and enrolls in a new school within the same school year, the new Florida school district (in consultation with the parents or legal guardians) will provide the student with a FAPE (including services comparable to those described in the student's IEP from the previous school district) until the new Florida school district does the following:

- a. Conducts an initial evaluation in accordance with Rule 6A-6.0331, F.A.C., or determines that evaluation is not necessary, and
- b. Develops, adopts, and implements a new IEP or EP, if appropriate, that meets the applicable requirements of Rules 6A-6.03011 through 6A-6.0361, F.A.C.

4. EPs for gifted students who transfer from outside Florida

If a student who had a gifted plan that was in effect in a previous school district in another state transfers to a Florida school district and enrolls in a new school within the same school year, the new Florida school district (in consultation with the parents or legal guardians) must provide the student with services comparable to those described in the student's gifted plan from the previous school district, until the new Florida school district develops, adopts and implements a Florida EP that meets the applicable requirements of Rule 6A-6.030191, F.A.C. In accordance with Rule 6A-6.0334, F.A.C., students who transfer with gifted eligibility from another state do not need to meet the requirements of Rule 6A-6.03019, F.A.C., for continued services. A gifted plan could include documentation from the previous school district in another state that the student was determined eligible for gifted services in accordance with the applicable requirements of that school district or state and was receiving gifted services.

5. Parental consent

The student's new school district is not required to obtain parental consent for the provision of services for transferring exceptional students determined eligible for services. However, written informed parental consent is required before the new school district can conduct an initial evaluation to determine if a student has a disability and needs special education and related services.

To facilitate the transition for a student described in subsections 1 through 4 above, the new school district in which the student enrolls will take reasonable steps to promptly obtain the student's records, including the IEP or EP and supporting documents and any other records relating to the provision of special education or related services to the student, from the previous school district in which the student was enrolled, in accordance with 34 C.F.R. § 99.31; and the previous school district in which the student was enrolled must take reasonable steps to promptly respond to the request from the new school district.

Section F: Access to a Student's Public Benefits or Insurance

Statutory and Regulatory Citations

34 C.F.R. § 300.154

Rules 6A-6.03011 through 6A-6.0361, 6A-6.03028 and 6A-6.03311, F.A.C.

Procedures

The school district may use the Medicaid or other public health benefits or insurance programs in which a student participates to provide or pay for services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C., as permitted under the public benefits or insurance program, except as noted in the following:

1. Regarding services required to provide a free appropriate public education (FAPE) to an eligible student under the Individuals with Disabilities Education Act (IDEA), the school district:
 - a. May not require parents to sign up for or enroll in public insurance programs in order for their student to receive a FAPE under Part B of the IDEA.
 - b. May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to the IDEA—the school district may pay the cost that the parent otherwise would be required to pay.
 - c. May not use a student's benefits under a public insurance program if that use would (any of the following):
 - i. Decrease available lifetime coverage or any other insured benefit;
 - ii. Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
 - iii. Increase premiums or lead to the discontinuation of benefits or insurance; or
 - iv. Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.
 - d. Prior to accessing the student's or parent's public benefits or insurance for the first time, and after providing notification to the student's parent as described in Rule 6A-6.03028(3)(q)1.e., F.A.C., the school district must obtain written, parental consent that specifies each of the following:
 - i. The personally identifiable information that may be disclosed, such as records or information about the services that may be provided to the student;
 - ii. The purpose of the disclosure, such as the purpose of billing for services;
 - iii. The agency to which the disclosure may be made; and
 - iv. The parent understands and agrees that the school district may access the insurance to pay for the services required under Rules 6A-6.03011 through 6A-6.0361, F.A.C.
 - e. Prior to accessing a student's or parent's public benefits for the first time, and annually thereafter, the school district must provide written notification consistent with requirements found in Rule 6A-6.03311(1)(a) and (b), F.A.C., to the student's parents that includes all of the following:
 - i. A statement of the parental consent provision in Rule 6A-6.03028(3)(q)1.d., F.A.C.;
 - ii. A statement of the no-cost provisions of Rule 6A-6.03028(3)(q)1., F.A.C.;
 - iii. A statement that the parents have the right to withdraw their consent to disclose their child's personal identifiable information to the agency responsible for the administration of the State's public benefits or insurance at any time; and
 - iv. A statement that the withdrawal of consent or refusal to provide consent to disclose personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
2. Regarding students with disabilities who are covered by private insurance, a school district may access a parent's private insurance proceeds to provide services required under the IDEA only if the parent provides written informed consent. Each time the school district proposes to access the parent's private insurance proceeds, the agency must obtain parental consent and inform the parents that their refusal to permit the school district to access their private insurance does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
3. If a school district is unable to obtain parental consent to use the parents' private insurance, or public benefits or insurance when the parents would incur a cost for a specified service required to ensure a FAPE, the school district may use its IDEA Part B funds to pay for the service. To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parents would incur a cost, the school district may use its IDEA Part B funds to pay the cost that the parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).

Statutory and Regulatory Citations

34 C.F.R. §§ 300.302, 300.306 and 300.308 through 300.310

Sections 381.0056 and 1008.25, F.S.

Rules 6A-6.03018, 6A-6.03019, 6A-6.03020, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

General education intervention procedures are activities conducted by a school district for kindergarten through grade 12 students enrolled in public schools who need additional academic or behavioral support to succeed in the general education environment. These activities are embedded in the school district's responsibility to implement a multi-tiered system of supports (MTSS) that is integrated into a continuum of evidence-based academic and behavioral interventions. In implementing a data-based problem-solving process designed to develop a coordinated continuum of evidence-based instruction and intervention practices, a school district may engage in activities that include educational and behavioral evaluations, services, supports, evidence-based literacy instruction, and professional development for teachers and other school staff, and, where appropriate, instruction on the use of adaptive and instructional technology.

General Education Intervention Procedures for K-12 Students Suspected of Having a Disability Who are Enrolled in Public Schools

1. Parent involvement in general education intervention procedures

The school district provides opportunities for parents to be involved in a data-based problem-solving process to address the student's academic or behavioral areas of concern. There must be a discussion with the parent regarding the data used to identify the problem, the plan for addressing the problem through intervention, the plan for monitoring student progress, the student's responses to instruction and interventions, modification of the interventions when needed and anticipated future action to address the student's learning or behavioral needs. The school district must maintain documentation of parental involvement and communication.

2. Observations of student in the educational environment

The school district conducts observations of the student in the educational environment and, as appropriate, in other settings to document the student's academic or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general education classroom.

3. Review of data

The school district reviews social, psychological, medical, and anecdotal records and achievement data in the student's cumulative folder and demonstrates through data that the student was provided appropriate instruction in the regular education settings, which was delivered by qualified personnel. Attendance records are reviewed and used as one indicator of a student's access to instruction.

4. Sensory screenings and diagnostic assessments

- a. Hearing and vision screenings are completed for the purpose of ruling out sensory deficits that may interfere with the student's academic and behavioral progress. Hearing and vision screenings are conducted in accordance with the school district's school health plan. In certain circumstances, a current evaluation by a medical professional may be used as the screening report.
- b. Additional screenings and assessments are conducted to assist in determining academic or behavioral interventions, as appropriate. Student screenings to determine instructional and behavioral intervention strategies are not considered to be an evaluation for eligibility for special education and related services.

5. Implementation of evidence-based interventions

- a. The school district implements evidence-based interventions addressing the identified areas of concern in the general education environment.
- b. The interventions selected for implementation should be determined by a team through a data-based problem-solving process that uses student performance data to identify and analyze the areas of concern, select and implement interventions, monitor effectiveness of the interventions, and modify intervention or intensity when needed.
- c. Interventions must be implemented as designed for a period of time sufficient to determine effectiveness, and with a level of intensity that matches the student's needs.
- d. The school district must collect pre-intervention and ongoing progress-monitoring data regarding academic or behavioral areas of concern and communicate the data to the parents in an understandable format, which may include, but is not limited to, graphic representation.

6. General education interventions are not required for the following:

- a. Children younger than kindergarten-entry age who are not enrolled in kindergarten
- b. Students suspected of being gifted as described in Rule 6A-6.03019, F.A.C.
- c. Students who are being considered for eligibility for specially designed instruction for students who are homebound or hospitalized as described in Rule 6A-6.03020, F.A.C.
- d. Students who are not enrolled in a public school.

Does the school district have an MTSS procedures document or website?

- Yes
 No

If **yes**, how can this document or website be accessed?

The district's Multi-Tiered System of Support Procedures and Resources webpage can be accessed via the district's "OneClay" portal.

If **no**, describe the school district's policies and procedures for integrating a data-based problem-solving process within an MTSS.

N/A

Describe what academic and behavior progress monitoring tools and data teams use to monitor student response to intention. Address the following in your response:

- How frequently are Tier 3 interventions reviewed and monitored?
- What factors do the problem-solving team consider in determining that the student may be a student with a disability?
- What are the decision criteria for initiating an evaluation?

The process for identifying students who demonstrate need for intervention begins with Tier 1 data and the school level Problem Solving Team. All students enrolled in Voluntary PreKindergarten (VPK) through 10th grade are administered Florida's Assessment of Student Thinking (FAST) in reading and math. In addition, Acadience Benchmark Assessment (reading) is administered to Kindergarten - 6th grade students as part of the triangulation of data necessary to make determinations about the effectiveness of Tier 1 reading instruction. The school level Problem Solving Team is responsible for analyzing this and additional screening data (Lexia, i-Ready, ALEKS) as well as classroom/grade level data (diagnostic data, curriculum based assessments, formative assessment data) and Clay Behavior Universal Screener data for behavior to determine which students may be at-risk for reading or math deficiencies due to performance at the lowest achievement level/benchmark. Clay Behavior Universal Screener data is used to measure the effectiveness of Tier 1 Behavior PBIS. Instruction must be provided at the most basic level of deficiency, and the response to instruction is monitored and reviewed by the school level Problem Solving Team. Additionally, the school level Problem Solving Team will determine if the appropriate course of action is Tier 1 instruction and intervention at an individual, class-wide, or grade-wide level based on student data. Instruction and intervention will be implemented in alignment with an individualized progress monitoring plan. After initial parental notification, the school will communicate to the parent through monthly updates regarding the student's progress in response to the intensive interventions and support. If the interventions and supports are implemented with little improvement, this must be communicated to the parent and interventions and supports will be intensified. The School Literacy Leadership Team will continue to meet to review progress monitoring data and make determinations based on the student's response to instruction and intervention. All instruction and intervention will be provided until the identified reading deficiency has been ameliorated.

Students who receive additional support at Tier 1, Tier 2, or Tier 2 and Tier 3, are progress monitored through a Progress Monitoring Plan (PMP/Tier 1), a MTSS Tier 2 Plan, or a MTSS Tier 2 Plan and MTSS Tier 3 Plan. These plans are entered and maintained in the district platform, Synergy. PMPs and Tier 2 plans require progress monitoring at least one time per month, utilizing the progress monitoring tool that aligns to the intervention. Tier 3 plans require progress monitoring at least one time per week. All progress monitoring data is entered into Synergy at least one time per month, and progress is communicated with parents monthly. The interventionist and/or teacher is responsible for communicating progress to the Intervention Team Facilitator and MTSS Lead Administrator at least one time per month.

In the event that it is suspected that a student in Kindergarten through Grade 12 is a student with a disability, the school team will compile all screening, diagnostic, and progress monitoring data to begin the process of assembling the components of a comprehensive evaluation. The decision criteria for initiating a psycho-educational evaluation as a component of the comprehensive evaluation includes, but is not limited to the following: a.) When a school-based team determines that the kindergarten through Grade 12 student's response to interventions implemented indicates that the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions. Problem solving teams will consider initiating a psycho-educational evaluation if the problem is intense (significantly discrepant from expectations and peers) AND severe (minimally responsive to evidence-based interventions delivered with integrity); and b.) When a school-based team determines that the kindergarten through Grade 12 student's response to intervention data indicates that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources.

Describe how the school district monitors implementation and fidelity of problem identification, problem analysis, intervention development and intervention effectiveness. Address the following in your response:

- How is problem-solving documented?
- What are the procedures for monitoring fidelity?

Each school Problem Solving Team is required to document problem solving for students who are identified as potentially needing Tier 2 or Tier 2 and Tier 3 interventions on a Problem Solving Protocol. This document is completed by the teacher(s) of the student as well as the school Intervention Team Facilitator and MTSS Lead Administrator. Monitoring fidelity of implementation of interventions is the responsibility of the MTSS Lead Administrator, and is done through administrative walk-throughs and observations. PMPs, Tier 2 Plans, and Tier 2 and Tier 3 plans are periodically reviewed by the MTSS District Team for adherence to MTSS procedures set forth by the MTSS District Team.

Describe how parents are engaged in the problem-solving process (include the frequency and format for sharing student response-to-intervention data with parents). Address the following in your response:

- How is information explaining the school's MTSS (global awareness) disseminated?
- What are the procedures or policies for including parents in problem solving?
- What are the frequency and format for sharing data on student response to intervention with parents?
- When and how are parents notified of their right to request an evaluation?

Information explaining MTSS is available to parents through the Clay County District Schools website, Academic Services "Go-To" Links. In addition, the PS/RtI Project's MTSS brochure, "A Family Guide to a Multi-Tiered System of Supports," is provided to parents at the initiation of a Tier 2 or Tier 3 intervention plan. It is the district's expectation that parents are an integral part of the problem solving team, full participants in the completion of the Problem Solving Protocol for their student, and informed at least monthly of their student's response to intervention. This information must be conveyed to parents in an understandable format, with a translator, if necessary, and include a graphic representation of data. If, at any time, a parent requests an evaluation, within two days the parent will receive an acknowledgment of receipt of the request, and a meeting will be scheduled within 30 days to address the request for evaluation.

Identify the procedures for children who are below mandatory school age and who are not enrolled in kindergarten, which should include the following:

- A review of the existing social, psychological, and medical data;
- Referral for a health screening when needed;
- Vision and hearing screenings for the purpose of ruling out sensory deficits; and
- Any additional screenings conducted to assist in determining interventions as appropriate.

Procedures for children who are below mandatory school age and who are not enrolled in kindergarten always include a thorough review of all existing social, psychological, and medical data, vision and hearing screenings for the purpose of ruling out sensory deficits, and any additional screenings as deemed appropriate by a multidisciplinary assessment team that will assist in determining interventions as appropriate. The multidisciplinary team will utilize multiple measures of assessment, which may include the following: Standardized cognitive and academic achievement instruments, judgment-based assessments, criterion-referenced instruments, systematic observation, parent reports and/or observations, functional and social skills assessments, social or developmental histories, or other procedures selected in consultation with the parents based on the student's suspected areas of disability.

When determining eligibility, the multidisciplinary assessment team will adhere to the Florida eligibility criteria/rules for children below mandatory school age and who are not enrolled in kindergarten as defined by the Clay County District Schools Policies and Procedures.

Section H.1: Initiating an Evaluation for Exceptional Student Education

Statutory and Regulatory Citations

34 C.F.R. §§ 300.300 through 300.305

Chapter 490, F.S.

Sections 1003.57 and 1003.575, F.S.

Rules 6A-1.044, 6A-1.0502, 6A-4.0311, 6A-6.0331, 6A-6.03311 and 6A-6.03411, F.A.C.

Definition

The school district must ensure that all students with disabilities or who are gifted and are in need of exceptional student education (ESE) are identified, located and evaluated, and a free appropriate public education is made available to them if it is determined that the student meets the eligibility criteria.

Procedures for Initiating an Evaluation

1. Each school district must conduct a full and individual initial evaluation before the initial provision of ESE services. Either a parent of a kindergarten through grade 12 student, or child aged 3 to kindergarten-entry age, or a school district may initiate a request for an initial evaluation to determine if the student is a student with a disability. Either a parent of a kindergarten through grade 12 student or a school district may initiate a request for initial evaluation to determine if a student is gifted. The request for an evaluation is documented on the school district's consent for evaluation form.
2. The school district must seek consent from the parent or guardian to conduct an evaluation whenever the school district suspects that a kindergarten through grade 12 student, or a child aged 3 to kindergarten-entry age, is a student with a disability and needs special education and related services. Circumstances that would indicate that a kindergarten through grade 12 student may be a student with a disability who needs special education and related services include, but are not limited to, the following in accordance with Rule 6A-6.0331(3)(a), F.A.C.:
 - a. When a school-based team determines that the kindergarten through grade 12 student's response-to-intervention data indicate that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources; or
 - b. When a school-based team determines that the kindergarten through grade 12 student's response to interventions implemented indicates that the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions; or
 - c. When a child aged 3 to kindergarten-entry age receives a developmental screening through the school district or the Florida Diagnostic and Learning Resources System (FDLRS) and, based on the results of the screening, it is suspected that the child may be a child with a disability in need of special education and related services; or
 - d. When a parent requests an evaluation and there is documentation or evidence that the kindergarten through grade 12 student or child aged 3 to kindergarten-entry age who is enrolled in a district-operated preschool program may be a student with a disability and needs special education and related services.
3. Within 30 days of a determination (i.e., suspicion of a disability) that a circumstance described in subsections 1., 2. or 3. above exists for a student in kindergarten through grade 12 or a child aged 3 to kindergarten-entry age, the school district must request consent from the parent to conduct an evaluation, unless the parent and the school agree otherwise in writing as required by Rule 6A-6.0331(3)(b), F.A.C.
4. If a parent requests that the school conduct an evaluation to determine whether their child is a child with a disability in need of special education and related services, the school district must, within 30 days, unless the parent and the school agree otherwise in writing, in accordance with Rule 6A-6.0331(3)(c), F.A.C.:
 - a. Obtain consent for the evaluation; or
 - b. Provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation.
5. Prior to a school district's request for an initial evaluation for students in kindergarten through grade 12, school personnel must make one of the following determinations about general education procedures:
 - a. Whether the general education intervention procedures have been implemented as required under Rule 6A-6.0331, F.A.C., and that the data indicate that the student may be a student with a disability who needs special education and related services;
 - b. Whether the evaluation was initiated at the parent's request and the general education activities will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for special education and related services; or
 - c. Whether the nature or severity of the student's areas of concern makes the general education intervention procedures inappropriate in addressing the immediate needs of the student.

Describe the district's procedure for obtaining parental consent when, through the FDLRS or school district child find process, it is suspected that a child ages three to kindergarten-entry age may be a child with a disability. In addition, describe how the district will ensure that the parent will be given the opportunity to provide consent within 30 days of the parent's request.

The school district will seek consent from the parent or guardian to conduct an evaluation within thirty (30) days whenever the district suspects that a kindergarten through grade 12 student, or a child age 3 to kindergarten-entry age, is a student with a disability and needs special education and related services. When a parent requests an evaluation and there is documentation or evidence that a child age three (3) to kindergarten entry age may be a student with a disability and needs special education and related services, Child Find personnel will address the request in one of two ways. First, if the parent makes the request in person and the Child is present at the time of request, Child Find Personnel will review all available documentation and conduct screenings. If the student is suspected to have a disability, consent for evaluation is obtained at the meeting and a referral is completed. Then the Child Find referral packet is sent to the Clay County Preschool Assessment Team and an evaluation is completed with 60 calendar days of obtaining consent. Secondly, if the request is submitted in writing or obtained via the phone, Child Find personnel will schedule a meeting to conduct screenings, review existing data, and obtain consent within 30 school days of receiving the request. Then the Child Find referral packet is sent to the Clay County Preschool Assessment Team and an evaluation is completed with 60 calendar days of obtaining consent. In some cases a student may not pass the initial vision and/or hearing screenings administered at Child Find, and the parent may need to take the child to a private physician to complete the screenings or the team may ask the school district Audiologist to conduct an audiological evaluation. All results of additional screenings are immediately sent to the Clay County Preschool Assessment Team. If a noncustodial adult brings the child to Child Find, the Child Find staff conduct screenings and gather any available information to begin the Child Find Referral. Also, the Child Find staff attempts to contact the legal guardian via phone to explain the screening results and evaluation process. A meeting is scheduled or the consent for evaluation form is sent via U.S. mail, to ensure consent is received within 30-days. Once consent for evaluation is obtained by the Child Find Staff, the evaluation is completed by the Clay County Preschool Assessment Team within 60 school days of obtaining consent. The following are the district's procedure for obtaining parental consent for an evaluation within 30 days for students in grade K-12. Once general education interventions are completed for a student in K-12, a Student Services Team (SST) Meeting is held, including parent or guardian, school psychologist, regular education teacher(s), ESE teacher(s), administrator, and school counselor, to discuss the effectiveness of the general education interventions. If the student services team makes one of the following determinations below, the team will obtain consent for evaluation from the parent or guardian during the meeting. (a) When the kindergarten through grade 12 student's response to intervention data indicates that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources. (b) When the kindergarten through grade 12 student's response to interventions implemented indicates that the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions. (c) When the nature or severity of the student's areas of concern makes the general education intervention procedures inappropriate in addressing the immediate needs of the student. (d.) When a parent requests an evaluation and there is documentation or evidence that the kindergarten through Grade 12 student or child age three to kindergarten-entry age who is enrolled in a school- district operated preschool program may be a student with a disability and needs special education and related services. If the parent does not attend the meeting, the parent will be contacted immediately following the meeting (and periodically as needed) in order to gain consent for evaluation. All attempts to contact the parent or guardian are logged and monitored by ESE staff to ensure consent is obtained within the 30-day window. If repeated attempts are unsuccessful, the school district may ask the school social worker to engage in a home visit in order to obtain consent for evaluation prior to the close of thirty (30) day window.

Describe the district's procedures for responding within 30 days to a parent who requests that an evaluation be conducted to determine the student's eligibility for special education and related services.

When a parent requests an evaluation be conducted to determine the student's eligibility for special education and related services prior to the implementation of general education interventions for the student, the parent request is documented in writing. The request for an initial evaluation may be made in a variety of ways (i.e. verbal, via a letter, during a conference, email etc.). The request is date stamped when it is received, and immediately delivered to the school's ESE secretary or the school counselor responsible for convening a student services team meeting, which should include the parent, relevant teachers, intervention team facilitator, school psychologist, and staffing specialist, as appropriate. The student services team will be convened within 30 calendar days to determine, based upon all available data, including data provided by the parent, whether there is reason to suspect or believe that the student is a student with a disability and in need of special education sufficient to support the need for an evaluation.

Describe the school district's procedures for requesting an initial evaluation for students who may have disabilities and for students who may be gifted who are enrolled in the school district.

If it is determined that sufficient data exist to support a suspicion or belief that the student is a student with a disability and in need of special education (even where general education interventions have not been implemented), the student will be referred, informed parental consent will be obtained within 30 calendar days and the evaluation will be conducted. Implementation of general education interventions will occur concurrently with the evaluation. If it is determined that there is no reason to suspect or believe that the student has a disability and in need of special education services, and it is decided that an evaluation will not be conducted, then the district will provide the parent with written notice in accordance with Rule 6A-6.03311, F.A.C., explaining its refusal to conduct the evaluation within 30 calendar days of the parent's request.

Describe the school district's procedures for requesting an initial evaluation for students who may have disabilities and for students who may be gifted who are enrolled in nonpublic schools or agency programs.

Parents of students enrolled in nonpublic schools or agency programs may contact the school district to request an initial evaluation in order to determine the student's eligibility for special education and related services. The request for an initial evaluation should be directed to the school district and may be made in a variety of ways (i.e. verbal, via a letter, during a conference, email etc.). When the request documentation is completed or received, it is date stamped to ensure compliance with the 30-calendar day rule, and the school district contacts the the parent or agency and provides them with a private citizen referral packet. The packet contains, a consent for initial evaluation, observation forms, a vision and hearing screening form, MTSS tier three intervention forms, and other referral forms needed to support an evaluation. When the parent or agency returns the consent for evaluation form, the district completes formal assessments within the 60-calendar day initial evaluation window. The nonpublic school or agency implements tier three MTSS interventions during the same 60-calendar day initial evaluation window. School district staff are assigned to support nonpublic school and agency personnel with the implementation of tier interventions and data collection. They also provide guidance and assistance as needed throughout the process. For students ages 3 to 5, the agency (ex. Headstart) or non-public school refers to the Child Find component of FDLRS. They provide screening and initiation of the referral. It is the district's responsibility to assist the parent of a student suspected of having a disability in providing documentation of activities conducted prior to referral. If the non-public school or agency is unable to complete activities. e. g., screening, prior to referral, the local school staff and the ESE Department staff will assist in appropriate ways, including face-to face meetings, phone conferences, and written communications, to ensure a complete and timely referral. A case review of the referral packet is completed to determine compliance and quality.

Describe the district's procedures for requesting an initial evaluation for students who may have disabilities and students who may be gifted who are not enrolled in any school.

Parents of students who are not enrolled in any school may contact the school district to request an initial evaluation in order to determine the student's eligibility for special education and related services. The request for an initial evaluation should be directed to the school district and may be made in a variety of ways (i.e. verbal, via a letter, during a conference, email etc.). When the request for an initial evaluation is documented or received, it is date stamped to ensure compliance with the 30-calendar day rule, and the school district contacts the the parent or legal guardian and provides them with a private citizen referral packet. The packet contains, a consent for initial evaluation, observation forms, a vision and hearing screening form, MTSS tier three intervention forms, and other referral forms needed to support an evaluation. When the parent or legal guardian returns the consent for evaluation form, the district completes formal assessments within the 60-calendar day initial evaluation window for students suspected of a disability or 90-school day initial evaluation window for Gifted. School district staff are assigned to support the parent or legal guardian with the collection and completion of referral components and/or the implementation of tiered interventions and data collection initial evaluation window for students suspected of a disability. They also provide guidance and assistance as needed throughout the process.

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Section H.2: Conducting Student Evaluations and Reevaluations

Statutory and Regulatory Citations

34 C.F.R. §§ 300.131 and 300.300 through 300.305

Chapter 490, F.S.

Sections 1003.57 and 1003.575, F.S.

Rules 6A-1.044, 6A-1.0502, 6A-4.0311, 6A-6.03013, 6A-6.03014, 6A-6.03022, 6A-6.0331, 6A-6.03411, and 6A-6.0361, F.A.C.

Definitions

1. Evaluation means procedures used to determine whether a student has a disability, or is gifted, and in need of specially designed instruction and related services, and the nature and extent of the exceptional student education (ESE) that the student requires.
2. Reevaluation of a student with a disability is the process whereby existing evaluation data about the student is reviewed and additional data collected (if necessary), to determine whether the student continues to have a disability and still requires specially designed instruction and related services, and the current educational needs of the student.

Procedures for Evaluation

1. Responsibility for evaluation

- a. The school district is responsible for conducting a comprehensive individual initial evaluation necessary to determine if the student is eligible for ESE services and to determine the educational needs of the student.
- b. Evaluations are conducted by qualified examiners (e.g., physicians, school psychologists, psychologists, speech-language pathologists, teachers, audiologists and social workers), as evidenced by a valid license and/or certificate to practice in Florida. In circumstances where the student's medical care is provided by a physician licensed in another state, at the discretion of the school district administrator for ESE, a report of a physician licensed in another state may be accepted for the purpose of evaluation and consideration of eligibility as a student with a disability.
- c. Tests of intellectual functioning are administered and interpreted by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
- d. Unless statutory restrictions apply, the responsibility for determining who is qualified to administer and interpret a particular assessment instrument lies with the local school district. In determining qualified evaluators, school districts may consider the following:
 - i. State Board of Education rules and the requirements of the Individuals with Disabilities Education Act (IDEA);
 - ii. Testing standards (e.g., *Standards for Educational and Psychological Testing*);
 - iii. User qualifications recommended by the publisher in the test manual; and
 - iv. Level of training, supervision, experience and certification of the individual administering or interpreting the instrument.

2. Evaluation timelines

- a. The school district shall ensure that initial evaluations of students and preschool-age children aged 3 through kindergarten-entry age suspected of having a disability are completed within 60 calendar days after the school district's receipt of parent consent for evaluation. Rule 6A-6.0331(3)(g), F.A.C., states that the following days shall not be counted toward the 60-calendar-day requirement:
 - i. All school holidays and Thanksgiving, winter and spring breaks as adopted by the district school board, as required by Rule 6A-10.019, F.A.C.;
 - ii. The summer vacation period, beginning on the day after the last day of school for students and ending on the first day of school for students, in accordance with the calendar adopted by the district school board, as required by Rule 6A-10.019, F.A.C. However, the school district is not prohibited from conducting evaluations during the summer vacation period; and
 - iii. In the circumstance when a student is absent for more than eight school days in the 60-calendar-day period, the student's absences shall not be counted toward the 60-calendar-day requirement. The determination of whether a student is "in attendance" must be made consistent with the school board's policies implementing Rule 6A-1.044, F.A.C., which requires the reporting of students' attendance.
- b. The 60-day timeline for evaluation does not apply if:
 - i. The parent and school district, by mutual written agreement, extend the 60-calendar-day requirement by no more than 30 calendar days. The written agreement must be secured before the 45th calendar day, but after the formal testing has begun and it was determined that other evaluators are needed to complete the required full and individual evaluation, as required by Rule 6A-6.0331(3)(h), F.A.C.
 - ii. The parent repeatedly fails or refuses to produce the student for the evaluation.
 - iii. A student's school district of enrollment changes after the timeline has begun and prior to a determination by the student's previous school district as to whether the student has a disability. This exception only applies when the current school district is making sufficient progress to ensure prompt completion of the evaluation, and the parent agrees to a specific time when the evaluation will be completed. Assessments of students who transfer within the same school year must be coordinated between schools to ensure prompt completion of evaluations.
- c. The school district will ensure that students thought to be gifted are evaluated within a reasonable time, as defined in the school district's ESE Policies and Procedures document as required by Rule 6A-6.03411(2), F.A.C., but no more than 90-school days that the student is in attendance after the school district's receipt of parental consent for the evaluation.

Describe the school district's procedures on how the decision is made that other evaluators are needed to complete the full and individual evaluation.

When formal testing for an initial evaluation for a student has begun, and the evaluator reveals another area of suspected disability/need that was unknown to the team when the initial informed consent was obtained, the evaluator will collaborate with the school-based team who procured the consent and the parent to secure a mutual written agreement to extend the 60-calendar-day requirement by no more than 30 calendar days. The written agreement will be secured before the 45th calendar day, ensuring the parent is informed of the new area(s) that will be assessed resulting in a full and individual evaluation for their child.

Describe how the school district ensures timely completion of an initial evaluation with the additional 30-day timeline extension?

Once parental consent for an initial evaluation is received, the consent date is logged and a corresponding 60-calendar day expiration date is calculated utilizing a 60-day consent calendar for the current school year. If an additional 30-day timeline extension is granted, the district adds 30 days to the existing 60-day expiration date. The new expiration date is closely monitored by district staff to ensure the evaluation is completed by the expiration date.

Describe the school district's time frame to ensure completion of gifted evaluations.

Once parental consent for evaluation is received, the consent date is logged and a corresponding 90-school day expiration date is calculated utilizing a 90-day consent calendar for the current school year. The dates are monitored closely by district staff to ensure the evaluation is conducted in a timely manner with no undue delay within the ninety school day window.

This text box is not applicable for the school district.

3. Parental consent

a. The school district will provide the parent written notice that describes any evaluation procedures the school district proposes to conduct. Before the evaluation is conducted, the school district will obtain written informed consent from the parent of a student to determine whether the student is a student with a disability or is gifted and needs ESE.

Parental consent is not required before reviewing existing data as part of an evaluation or administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all students.

Parental consent for initial evaluation is not construed as consent for the initial provision of ESE services.

b. The school district must make reasonable efforts to obtain informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability or gifted. Should the parent fail to respond to the school district's request to obtain informed written consent, it must maintain documentation of all attempts made to obtain consent.

c. In compliance with 34 C.F.R. § 300.300(a)(2), the school district is not required to obtain informed consent from the parent for an initial evaluation if the student is a ward of the State and is not residing with the parent, and:

i. The school district cannot discover the location of the parent,

ii. The rights of the parent have been terminated, or

iii. The rights of the parent to make educational decisions have been subrogated by a judge and consent for initial evaluation has been given by an individual appointed by the judge to represent the student.

In accordance with Rule 6A-6.03411(1)(bb), F.A.C., the term "Parent" means any of the following persons:

i. A biological or adoptive parent of a student;

ii. A foster parent;

iii. A guardian generally authorized to act as the student's parent, or authorized to make educational decisions for the student (but not the state if the student is a ward of the state);

iv. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare; or

v. A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.

d. If the parent refuses consent for an evaluation to determine if the student is eligible for ESE services as a student with a disability, the school district may continue to pursue consent for the evaluation by using the mediation or due process procedures. A school district is not required to pursue an initial evaluation when the parent refuses consent and a school district does not violate its child find or evaluation obligations if it declines to do so.

e. The school district may not use a parent's refusal to consent to initial evaluation as justification to deny the parent or student any other service of the school district, except as permitted by Rule 6A-6.0331, F.A.C.

4. Evaluation procedures

a. As part of an initial evaluation, a team of qualified professionals and the parent, as appropriate, must take the following actions:

i. Review existing evaluation data on the student, including

1. Evaluations and information provided by the student's parents;

2. Current classroom-based, local, or state assessments and classroom-based observations; and

3. Observations by teachers and related services providers.

ii. Identify, based on that review process and input from the student's parents, what additional data, if any, are needed to determine the following:

1. Whether the student is a student with a disability; and

2. The educational needs of the student.

iii. The group conducting this review may do so without a meeting.

iv. The school district shall administer tests and other evaluation measures as may be needed to produce the data that are to be reviewed under this section.

v. If the group determines that no additional data are needed to determine whether the student continues to be a student with a disability and to determine the student's educational needs, the school district shall notify the student's parents of:

1. That determination and the reasons for the determination; and

2. The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and to determine the student's educational needs. The school district is not required to conduct the assessment unless requested to do so by the student's parents.

vi. In conducting an evaluation, the school district must:

1. Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student within a data-based problem-solving process, including information about the student's response-to-evidence-based interventions as applicable, and information provided by the parent. This evaluation data may assist in determining whether the student is eligible for ESE and the content of the student's individual educational plan (IEP) or educational plan (EP). The evaluation should include information that enables a student with a disability to be involved and progress in the general curriculum (or for a preschool child, to participate in appropriate activities) or identifies the needs beyond the general curriculum of a student who is gifted.

2. Not use any single measure or assessment as the sole criterion for determining eligibility or educational programming.

3. Use technically sound instruments that assess the relative contribution of cognitive and behavioral factors, in addition to physical and developmental factors.

b. The school district must ensure that assessments and other evaluation materials and procedures used to assess a student:

i. Are selected and administered so as not to discriminate on a racial or cultural basis;

ii. Are provided and administered in the student's native language, or other mode of communication, and in the form that most accurately measures what the student knows and can do;

iii. Are used for purposes for which the measures are reliable and valid; and

iv. Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments.

c. Assessments are selected and administered to best ensure that, if administered to a student with impaired sensory, manual or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level, or whatever other factors the test purports to measure, rather than reflecting the student's sensory, manual or speaking skills, unless those are the factors being measured.

d. Assessments and other evaluation materials and procedures include measures that assess specific areas of educational need rather than those merely designed to provide a single general intelligence quotient. The school district uses assessment tools and strategies that provide relevant information that directly assists in determining the educational needs of the student.

e. The student is assessed in all areas of the suspected disability, including, if appropriate, health, vision, hearing, social-emotional status, general intelligence, academic performance, communicative status and motor abilities. The evaluation is sufficiently comprehensive to identify all of the student's ESE needs, whether commonly linked to the suspected disability.

A [Web-based Evaluation Resource](#) developed to assist school districts in selecting [special evaluation instruments](#); [general diagnostic evaluation instruments](#); and [screening and monitoring tools](#), including comprehensive eligibility evaluations, is available through the Florida Department of Education's Student Support Services Project.

5. Pursuant to 34 C.F.R. § 502, if parents obtain an independent educational evaluation (IEE) at their own expense, the results shall be considered by the school district when making decisions regarding the student, so long as the IEE meets school district criteria.

6. Following completion of the student's evaluation, the school district shall not unreasonably delay the determination of a student's eligibility for ESE services.

Describe the school district's procedures for ensuring that a student's eligibility for ESE services is determined within a reasonable time following completion of the student's evaluation.

At each school, all referrals for ESE services are maintained in the ESE office. As evaluations or re-evaluations are completed (i.e. psycho-educational evaluations, Speech/Language evaluations etc.), the evaluation reports are added to the student's referral in the ESE office. An ESE School Site Specialist assigned to the school, reviews these referrals on a daily/ weekly basis and ensures an eligibility meeting is promptly scheduled once the referral is completed. Also, ESE secretaries at each school help to monitor this process daily, and they are tasked to ensure eligibility meetings are scheduled within a reasonable time frame. Once an evaluation is complete, eligibility meetings are typically held within three weeks. In the unusual instance that an evaluation or re-evaluation has been completed but additional data does not yet exist sufficient enough to make an eligibility determination, the district will expedite its efforts to obtain all such data and will convene an eligibility team meeting without unreasonable delay generally no later than three weeks following the completion of the student's evaluation.

Procedures for Reevaluation

1. Reevaluation is required in the following circumstances

- a. Reevaluations must occur at least every three years, unless the parent and the school district agree that reevaluation is not needed. Reevaluation for deaf/hard of hearing, dual sensory impairments and visual impairments are not able to have reevaluation procedures waived.
- b. Reevaluation is required whenever the educational or related services needs of the student warrant a reevaluation or if the student's parent or teacher requests it.
- c. Reevaluation is required prior to the determination that the student is no longer a student with a disability in need of specially designed instruction and related services.
 - i. Unless a comprehensive review of the student's educational history, including current levels of functioning; progress toward meeting IEP goals; grades; state, district and class assessments; progress monitoring; previous psychoeducational evaluations; teacher and parent input; and a gradual release of delivery of services documented on the IEP, demonstrates that the student is no longer in need of specially designed instruction and related services. The student has met or surpassed the annual measurable goals.
 - ii. Students are individuals and, as such, decisions are to be made on a case-by-case basis. The school district is responsible to ensure that data-based decisions provide an outcome that is beneficial to the student.
 - iii. If, after a comprehensive review of the student's educational history, the school district or the parent requests a formal reevaluation, then consent for reevaluation must be secured.
- d. Reevaluation of the student may not occur more than once per year unless the parent and the school district agree otherwise.
- e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student's 22nd birthday. However, the school district will provide the student with a summary of the student's academic achievement and functional performance, including recommendations to assist the student in meeting the student's postsecondary goals.
- f. Based on 34 C.F.R. § 300.131, the school district is responsible for reevaluations of students with disabilities attending:
 - i. Nonprofit private schools located within the school district;
 - ii. For-profit private schools and are residents in the school district; and
 - iii. Home education.

2. Reevaluation procedures

As part of any reevaluation, the IEP team and other qualified professionals, as appropriate, must take the following actions:

- a. Review existing evaluation data on the student, including evaluations and information provided by the parents of the student and the student; current classroom-based district or state assessments and classroom-based observations by teachers and related services providers.
- b. Identify, on the basis of the review and parent input, what additional data, if any, are needed to determine the following:
 - i. Whether the student continues to have a disability;
 - ii. The educational needs of the student;
 - iii. The present levels of academic achievement and related developmental needs of the student;
 - iv. Whether the student continues to need special education and related services; and
 - v. Whether any additions or modifications to the special education and related services are necessary to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general curriculum.
- c. The IEP team may conduct the review of existing evaluation data without a meeting.
- d. If the IEP team determines that no additional evaluation data are needed to determine whether the student continues to be a student with a disability, and to determine the student's educational needs, the reevaluation is completed, and the school district shall notify the student's parents of the following:
 - i. The determination and the reasons for that determination; and
 - ii. The right of the parents to request an assessment to determine whether the student continues to be a student with a disability and determine the student's educational needs.

The school district is not required to conduct the assessment unless requested to do so by the student's parents.

- e. Reevaluation is not required for a student before termination of eligibility due to graduation with a standard diploma or exiting upon reaching the student's 22nd birthday. However, the school district will provide the student with a summary of the student's academic achievement and functional performance, including recommendations to assist the student in meeting the student's postsecondary goals.
- f. The following rules require the administration of specific assessments as a part of a student's reevaluation:
 - i. Rule 6A-6.03013, F.A.C., Exceptional Student Education Eligibility for Students Who Are Deaf or Hard-of Hearing

ii. Rule 6A-6.03014, F.A.C., Exceptional Student Education Eligibility for Students Who Are Visually Impaired

iii. Rule 6A-6.03022, F.A.C., Exceptional Student Education Eligibility for Students with Dual Sensory Impairments

For students determined eligible under these rules, the administration of formal assessments at reevaluation must be completed in accordance with the requirements of these rules.

3. Parental consent when additional data are needed

- a. The school district must obtain informed parental consent prior to conducting any reevaluation of a student with a disability.
- b. Informed parental consent for reevaluation need not be obtained if the school district can demonstrate that it made reasonable efforts to obtain such consent and the student's parent failed to respond.

4. Reevaluation timelines

- a. The school district must complete a reevaluation every three years, unless the parent and the school district agree that a reevaluation is unnecessary.
- b. If the IEP team identifies the need for additional data, the additional data collection must be completed within a reasonable time and prior to the reevaluation due date if a triennial evaluation.
- c. If an IEP team makes a recommendation for a student with a disability to receive an assistive technology (AT) assessment, that AT assessment must be completed within 60-school days after the team's recommendation.

Describe the school district's procedures for ensuring that a reevaluation is conducted at least every three years.

Three-year reevaluation dates are listed on all Clay County IEPs for easy reference and frequent monitoring. The school-based ESE teacher and ESE secretary are jointly responsible for monitoring the three-year reevaluation due dates for his/her assigned caseload. Working in conjunction with the ESE secretary the reevaluation review meeting is scheduled, often times in tandem with the annual IEP review. The IEP team including the parent or guardian determines the areas for which assessment is needed. Parent consent for reevaluation is obtained or documented efforts to obtain consent are maintained and the reevaluation is completed, and an IEP meeting is scheduled to share the results with the parent/guardian. At the meeting the IEP team calculates a new three-year reevaluation date and lists it on the student's IEP. As an added measure in the rare circumstance a student's three year reevaluation date expires, the district's ESE student data information system will alert users to the expired date. The team will promptly conduct the three-year reevaluation.

Describe the school district's procedures on what constitutes a comprehensive review of the student's educational history and how data are collected to support the determination as to whether the student is no longer in need of specially designed instruction and related services.

When an IEP team examines whether a SWD is no longer in need of specially designed instruction and related services, a meeting of the IEP team is convened to obtain informed consent for evaluation, and to review all available information about the student, and as applicable, the IEP team may determine the need to conduct additional assessments to obtain updated data to ensure the evaluation is sufficiently comprehensive.

A comprehensive review of the student's educational history and current levels of performance may include but is not limited to the following: The student's current IEP (PLAAFP, accommodation(s) data, goal/objective progress, ESE services data and need for specially designed instruction), previous IEPs, State/district assessment performance, formal/informal evaluation/re-evaluation results, cumulative files, general education and ESE teacher input, related service provider input if applicable, parent input, academic grades, diagnostic evaluation data, medical information, social/emotional/behavioral data, participating agency information if applicable, classroom performance, alternative assessments, discipline reports, progress on positive behavior support plans, observations, conferences, the student's extent of participation in general education (LRE), and eligibility criteria for current exceptionalities and related services.

If after a comprehensive review of data reveals the student continues to be an eligible student, the student's IEP is reviewed and revised, as appropriate, to incorporate the results of the reevaluation.

If the reevaluation indicates that the student is no longer a student with a disability or that special education and related services are no longer needed, the IEP team will dismiss the student, the parent will be provided with prior written notice that these services will be discontinued.

Describe the school district's procedures for ensuring that assessments and other data collection procedures are completed within a reasonable time following the review when the IEP team determines that additional data are needed.

ESE teachers or related service providers may identify the need to conduct a reevaluation more frequently than the three-year required reevaluation. In these cases the school will schedule an IEP meeting with the parent to consider the need for additional assessments and other data collection procedures within a reasonable time frame (2-3 weeks unless the parent/guardian waives their 7-10 days reasonable notice for meeting invitations). Informed parent consent for reevaluation is obtained or documented efforts to obtain consent are maintained. When appropriate, the MTSS and/or referral process is initiated. Once consent for reevaluation is obtained, the consent is logged and monitored by the ESE school site specialist to ensure the reevaluation is completed in a timely manner with no undue delay. The reevaluation is completed within a reasonable amount of time (typically within six weeks or if applicable, within six weeks of the completion of the RTI or referral process) and eligibility staffings and IEP meetings are scheduled and held within a reasonable time after the completion of the evaluation.

Note: When a parent requests a reevaluation, the school's IEP team may request a meeting with the parent for the purpose of reviewing existing data and to determine what additional data may be needed. The school may then, at that meeting, obtain parental consent for reevaluation, if appropriate. If the parent refuses to meet in a timely manner, the school must send the parent one of the following:

- A prior written notice of consent for reevaluation indicating what assessments will be administered based on the IEP team's review of data, or
- A prior written notice of refusal.

Describe the school district's procedures in place when a parent requests a reevaluation.

When a parent requests a reevaluation, the IEP team convenes within a reasonable amount of time within three weeks to review existing evaluation data on the student, including evaluations and information provided by the parents of the student and the student; current classroom-based district or state assessments and classroom-based observations by teachers and related services providers. The team identifies what additional data may be needed and informed parental consent for reevaluation is obtained, if appropriate. The district follows all of the reevaluation procedures listed in this section of the P&P (H.2 Conducting Student Evaluations and Reevaluations). In the rare circumstances that a parent does not respond to multiple attempts to schedule an IEP meeting to address the request for reevaluation, the school will send the parent one of the following: A Prior Written Notice proposing to obtain consent for reevaluation indicating what assessments will be administered based on the IEP team's review of data, or A Prior Written Notice refusing to conduct a reevaluation.

Describe the school district's procedures for ensuring that an assistive technology assessment is completed within 60 school days after an IEP team makes the recommendation.

When the IEP team recommends an assistive technology assessment, the IEP team will obtain consent for evaluation. The consent for evaluation for an assistive technology assessment is logged by the ESE secretary or ESE school site specialist. The log entry includes the date of recommendation and the 60-school day expiration date. Once the consent is logged the ESE secretary or school site specialist notifies the assistive technology specialist. The assistive technology specialist logs the due date and completes the evaluation within the 60-school days, including a functional evaluation of the student in his/her customary environment. There is no provision for adjustment of this 60-school day timeline due to student absences. The logs are monitored daily/weekly to ensure evaluations are completed within the 60 school day window.

5. Determination of continued need for special education and related services

- a. A meeting of the IEP team is convened to review all available information about the student, including reports from the additional evaluations, and to determine whether the student continues to be a student with a disability in need of special education and related services. If the student continues to be an eligible student, the student's IEP is reviewed and revised, as appropriate, to incorporate the results of the reevaluation.
- b. If the reevaluation indicates that the student is no longer a student with a disability or that special education and related services are no longer needed, the parent must be provided prior written notice that these services will be discontinued.
- c. If the reevaluation indicates that the student's disability has changed (i.e., adding, deleting, or changing a disability category), the applicable eligibility staffing procedures are followed.

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Statutory and Regulatory Citations

34 C.F.R. § 300.502
Rule 6A-6.03311, F.A.C.

Definition

An independent educational evaluation (IEE) is an evaluation conducted by a qualified evaluation specialist who is not employed by the school district responsible for the education of the student in question.

General

1. The parents of a student with a disability have the right to an IEE at public expense if the parent disagrees with an evaluation obtained by the school district.
2. The parent of a student with a disability is to be provided, upon request for an IEE, information about where an IEE may be obtained and the school district criteria applicable to IEEs.
3. Public expense means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
4. Whenever an IEE is conducted, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the evaluation specialist, must be the same as the criteria used by the school district when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an IEE.
5. The school district may not impose conditions or timelines for obtaining an IEE at public expense other than those criteria described in Rule 6A-6.03311, F.A.C.
6. If a parent requests an IEE at public expense, the school district must, without unnecessary delay, either:
 - a. Ensure that an IEE is provided at public expense; or
 - b. Initiate a due process hearing under Rule 6A-6.03311, F.A.C., to show that its evaluation is appropriate or that the evaluation obtained by the parent did not meet the school district's criteria. If the school district initiates a hearing and the final decision from the hearing is that the school district's evaluation is appropriate, then the parent still has a right to an IEE but not at public expense.
7. If a parent requests an IEE, the school district may ask for the parent to give a reason for the objection to the school district's evaluation. However, the explanation by the parent may not be required, and the school district may not unreasonably delay either providing the IEE at public expense or initiating a due process hearing to defend the school district's evaluation.
8. A parent is entitled to only one IEE at public expense each time the school district conducts an evaluation with which the parent disagrees.
9. If the parent obtains an IEE at public expense or shares with the school district an evaluation obtained at private expense:
 - a. The school district must consider the results of such evaluation in any decision regarding the provision of a FAPE to the student, if it meets appropriate school district criteria described in Rule 6A-6.03311, F.A.C.; and
 - b. The results of such an evaluation may be presented by any party as evidence at any due process hearing regarding that student.
10. If an administrative law judge requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.

Describe the district's policies and procedures for responding to a parent's request for an IEE at public expense.

When a parent requests an IEE at public expense, district personnel are trained to ensure that this request (whether in writing or verbal) is forwarded immediately to the district's ESE Director. The ESE Director/designee will address whether the request is truly one for an IEE (because the district has completed its own evaluation with which the parent disagrees). If it is not an appropriate request for an IEE, the ESE Director/designee will discuss that with the parent and attempt to address the parent's other concerns. If the request, however, is truly one for an IEE because the parent disagrees with an evaluation that the district has conducted, the ESE Director/designee may ask the parent to provide a reason why he/she objects to the district's evaluation, but this explanation may not be required and cannot unreasonably delay the district's response to the parent's request for an IEE. Upon receipt of the parent's request for an IEE, the ESE Director/designee will provide the parent with a list of qualified independent evaluators and the district's criteria applicable to conducting IEEs (i.e., the criteria under which an evaluation can be obtained, including the location of the evaluation and the qualifications of the examiners, which are the same criteria used by the district when it initiates an evaluation). Should the parent ask for an IEE by someone who is not on the district's list of qualified evaluators or one that does not meet district criteria, the parent will be provided the opportunity to demonstrate why his/her right to an IEE mandates their choice of evaluator or waiver of district criteria. The ESE Director/designee must make a decision upon the parent's request for an IEE without unnecessary delay and, generally, within 10 school days from receipt of the parent's request. If it is decided that the district will not fund the requested IEE, the ESE Director/designee must take immediate action to initiate a due process hearing to show that the district's evaluation is appropriate or that an evaluation already obtained by the parent did not meet school district criteria. If the ESE Director/designee decides that the parent's request for an IEE will be granted, the ESE Director/designee will make the arrangements for the completion of the IEE at public expense (or funding for an IEE already obtained by the parent). The ESE Director/designee will ensure that the results of the IEE are considered by the IEP team in any subsequent decisions made regarding the provision of FAPE to the child.

Describe the district's policies and procedures for consideration of the results of an IEE obtained at private expense.

When an independent evaluation is obtained at private expense and the parent shares the results of the independent evaluation with the district, the student's IEP or eligibility determination team is required to meet to review and consider the results of the independent evaluation.

Section A: Instructional Program

Statutory and Regulatory Citation

Rule 6A-6.03411, F.A.C.

The following applies to the instructional program for students with disabilities in general. In addition to the philosophical, curricular, and instructional support issues included here, there are disability-specific expectations or requirements for certain categories of disability. That information is provided in the relevant *Exceptional Student Education Eligibility* sections of this document.

Philosophy

1. Each student with a disability is entitled to receive FAPE in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible.
2. Special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Related services are defined in Rule 6A-6.03411(1)(dd), F.A.C.
3. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
4. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, or modifications.

Curriculum

1. To maximize accessibility to the curriculum, students will access the state standards through appropriate programming, support from special education and regular education teachers, support in the use of assistive technology, and through the use of universal design principals.
2. For all students with disabilities, these supports provide progress toward a standard high school diploma.

Instructional Support

1. Students receive instructional support through specially designed instruction and related services as determined through the IEP process.
2. Teachers are trained in designing and implementing individualized programs to address the learning needs of each student.
3. Teachers are provided with administrative support to assure reasonable class size and workload, adequate funds for materials, and professional development.
4. Teachers instruct students in the unique skills necessary to access and benefit from the core curriculum. These skills may include, but are not limited to, curriculum and learning strategies, compensatory skills, independent functioning, social emotional behavior, use of assistive technology, and communication.
5. A range of service delivery options is available to meet the student's needs: consultation, itinerant instruction, resource room, special class, separate school, residential placement, homebound or hospitalized, and community-based or home-based services.
6. School districts may provide professional development for teachers in coordination with community agencies, the Florida School for the Deaf and the Blind, discretionary projects funded by the Department of Education and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Division of Vocational Rehabilitation, Department of Children and Families, and the Department of Health, Children's Medical Services, as appropriate.

Section B.1: Exceptional Student Education Eligibility for Students with Autism Spectrum Disorder

Statutory and Regulatory Citations

34 C.F.R. § 300.8

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.03023, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

Autism spectrum disorder (ASD) is a condition that includes a wide range of symptoms and levels of impairment, which affect individuals differently. ASD is characterized by an atypical developmental profile, with a pattern of qualitative impairments in social interaction and social communication, and the presence of restricted or repetitive, patterns of behavior, interests or activities, which occur across settings. The term “spectrum” in ASD refers to the wide range of symptoms and severity.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with ASD if evidence of all of the following criteria is met:

1. Impairment in social interaction as evidenced by delayed, absent or atypical ability to relate to individuals or the environment;
2. Impairment in verbal or nonverbal language skills used for social communication;
3. Restricted or repetitive patterns of behavior, interests or activities;
4. The core features identified in the previous three criteria occur across settings.
5. The student demonstrates a need for special education, as defined in Rule 6A-6.03411(1)(kk), F.A.C.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331(6), F.A.C., the school district must conduct a full and individual evaluation that addresses the core features of ASD to include deficits in social interaction, social communication, and restricted or repetitive patterns of behavior, interests or activities. An evaluation for determining eligibility must include the following components:

1. Behavioral observations conducted by members of the evaluation team targeting social interaction, social communication skills, and restricted or repetitive patterns of behavior, interests or activities across settings;
2. A social developmental history, based on an interview with the parents or guardians;
3. A psychological evaluation that includes assessment of academic, intellectual, social-emotional and behavioral functioning, and must include at least one standardized instrument specific to ASD;
4. A language evaluation that includes assessment of the pragmatic (both verbal and nonverbal) and social interaction components of social communication (an observation of the student’s social communication skills must be conducted by a speech-language pathologist);
5. A standardized assessment of adaptive behavior; and
6. If behavioral concerns are present, a functional behavioral assessment is conducted to inform behavioral interventions on the student’s individual educational plan.

Unique Philosophical, Curricular or Instructional Considerations

1. While students with ASD share instructional needs with other students, there are characteristics that are specific to ASD, including the development and use of language and communication skills, the development of appropriate social skills, and the development of appropriate behavioral skills. The need to tailor instruction to the individual learning styles and needs of each student requires that teachers of students with ASD be knowledgeable in a variety of educational strategies.
2. Inherent in a program for students with ASD is the recognition that ASD is a developmental disability that adversely impacts the student’s communication, social, and behavioral skills. It is important to take into consideration the student’s strengths and needs in all three areas—communication, social, and behavioral—when tailoring educational services for the student.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular, or instructional considerations for students with ASD.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Section B.2: Exceptional Student Education Eligibility for Students who are Deaf or Hard of Hearing

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34, 300.306 and 300.113

Sections 1003.01, 1003.55 and 1003.57, F.S.

Rules 6A-2.0010, 6A-6.03013, 6A-6.03028, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

Deaf means a hearing level that is so severe that it impacts the processing of linguistic information through hearing, with or without amplification, that adversely affects the student's educational performance.

Hard of hearing means a hearing impairment or loss, whether permanent or fluctuating, that adversely affects a student's educational performance, but that is not included under the definition of deaf.

Speech Language Pathologist means an individual who is certified or licensed in speech or language pathology in accordance with Rule 6A-4.01761, Florida Administrative Code (F.A.C.).

Teacher of the deaf or hard of hearing means an individual who is certified in the area of deaf or hard of hearing in accordance with Rule 6A-4.0172, F.A.C.

Student Evaluation

A full and individual evaluation must be conducted by a school district to identify a student who is deaf or hard of hearing as eligible for exceptional student education and consider the individual needs of a student who is deaf or hard of hearing when developing, reviewing, or revising an Individual Educational Plan (IEP) in accordance with Rules 6A-1.09401(1)(j), 6A-1.09414, 6A-6.03028, 6A-6.0331, and 6A-6.03411, F.A.C.

Eligibility determination. For a student who is, or who is suspected of being, deaf or hard of hearing, evaluation for eligibility must include an audiological report and two assessments as described in paragraphs (3)(b)-(c), unless one of the assessments is waived as provided in paragraph (3)(d).

An audiological report. An audiological report must include a summary of the hearing and medical history, audiological evaluation results, and a diagnosis of any hearing impairment or loss. A licensed audiologist must provide the audiological report.

Functional listening assessment. A functional listening assessment is an assessment that determines how noise, distance, and visual input affect a student's listening abilities. This assessment must be conducted by a teacher of the deaf or hard of hearing or a licensed speech language pathologist.

Communication and language assessment. A communication and language assessment is an assessment that addresses expressive and receptive language, including pragmatic language. The assessments must consider a student's preferred mode of communication, such as American Sign Language, spoken language, signed or written language, with or without visual support or hearing assistive technology, augmentative and alternative communication, or a combination thereof. These assessments must be conducted by a teacher of the deaf or hard of hearing, a licensed speech language pathologist, or a combination of both.

Assessment Waiver

If one of the assessments described in paragraphs (3)(b) or (3)(c) provides sufficient information to determine that a student who is deaf or hard of hearing is eligible for exceptional student education, the other assessment must be waived for the purpose of determining eligibility. However, if the assessment is waived because it was not necessary to determine eligibility, the assessment must be completed during the IEP process.

Once a student who is deaf or hard of hearing is determined eligible for exceptional student education, the district must conduct the following assessments:

(a) Any assessment waived for the eligibility determination as provided in paragraph (3)(d); and

(b) A special skills assessment. A special skills assessment evaluates skills aligned with content knowledge described in Rule 6A-1.09401(1)(j), F.A.C. This assessment must be conducted by a teacher of the deaf or hard of hearing.

Student Reevaluation

Reevaluation of students who are deaf or hard of hearing must comply with Rule 6A-6.0331(7), F.A.C., and in addition must include an audiological report and an evaluation of skills known to be impacted by the hearing impairment or loss as required for determining initial eligibility. The audiological report may be waived by the IEP team if the team finds that there is no suspected change in hearing.

Usher's Syndrome

A screening for Usher syndrome must be administered to each student who is deaf or hard of hearing at least once during grades K-5 and grades 6-12.

Communication Plan

The Communication Plan form referenced in Rule 6A-6.03028(3)(g), F.A.C., and section 1003.55(6)(a), F.S., must be used in the development of individual educational plans (IEPs) for students who are DHH or have a dual sensory impairment. In developing these IEPs, IEP teams must consider the instructional needs unique to students who are DHH or have a dual sensory impairment.

Supportive Services

The district must make available referral forms, links, and technical support contacts for services to students and parents. These resources include:

- (a) Auditory-Oral Clarke School and Bridge to Speech Clarke School;
- (b) Auditory-Oral University of Miami (UM) Debbie School and Bridge to Speech UM Debbie School;
- (c) Educational Interpreter Project (EIP);
- (d) Florida Division of Blind Services (DBS);
- (e) Florida Division of Vocational Rehabilitation (VR);
- (f) Florida School for the Deaf and the Blind (FSDB); and
- (g) Resource Materials and Technology Center for the Deaf/Hard of Hearing (RMTC-DHH).

One of the following must be selected:

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

DRAFT

Section B.3: Exceptional Student Education Eligibility for Prekindergarten Children who are Developmentally Delayed

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8 and 303.21

Sections 1003.01, 1003.21 and 1003.57, F.S.

Rules 6A-6.03026, 6A-6.03027, 6A-6.03028, 6A-6.03029, 6A-6.03031, 6A-6.0331 and 6A-6.03411, F.A.C.

Definitions

1. For an infant or toddler from birth through 2 years of age (under 36 months), developmental delay is defined as delay in one or more of the following developmental domains: adaptive development, cognitive development, communication development, social or emotional development, or physical development.
2. For a child 3 through 9 years of age, developmental delay is defined as a delay in one or more of the following areas: adaptive or self-help development; cognitive development; communication development; social or emotional development; or physical development, including fine, gross or perceptual motor.

Eligibility Criteria

1. For a child 3 through 9 years of age:

A child is eligible for specially designed instruction and related services as a child with developmental delay when the following criteria are met:

- a. The child is 3 through 9 years of age.
- b. There is documentation of one of the following:
 - i. A score of two standard deviations (SD) below the mean or a 25-percent delay on measures yielding scores in months in at least one area of development;
 - ii. A score of 1.5 SD below the mean or a 20-percent delay on measures yielding scores in months in at least two areas of development; or
 - iii. Based on informed clinical opinion, the eligibility staffing committee makes a recommendation that a developmental delay exists and exceptional student education (ESE) services are needed.
- c. The eligibility staffing committee or multidisciplinary team, which includes the parents, makes a determination concerning the effects of the environment, cultural differences and/or economic disadvantage.

2. For a child, birth through 2 years of age (under 36 months):

An infant or toddler is eligible for ESE when a team of qualified professionals and the parent or guardian, in accordance with Rule 6A-6.0331(6), F.A.C., determine that all the following criteria are met:

- a. The child is under the age of 36 months;
- b. There is documentation of one of the following:
 - i. A score of 1.5 standard deviations below the mean in two or more developmental domains as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion;
 - ii. A score of 2.0 standard deviations below the mean in one developmental domain as measured by at least one appropriate diagnostic instrument and procedures, and informed clinical opinion; or
 - iii. Based on informed clinical opinion a determination has been made that a developmental delay exists;
- c. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;
- d. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has a developmental delay as defined in Rule 6A-6.03027(2)(b); and
- e. The infant or toddler needs early intervention services, as defined in Rule 6A-6.03411(1)(i), F.A.C.

Child Evaluation

In addition to the provisions in Rule 6A-6.0331(2), F.A.C., regarding procedures prior to initial evaluations for prekindergarten children, the evaluation for the determination of eligibility must include the following:

Procedures for evaluation for children 3 through 9 years of age:

1. The school district must seek consent from the parent or guardian to conduct an evaluation within 30 days, unless the parent and the school district agree otherwise in writing, whenever:
 - a. The Florida Diagnostic and Learning Resource Center's or the school district's developmental screening results indicate that the child, 3 years to kindergarten-entry age, is a child with a disability and needs special education and related services; or
 - b. A parent requests an evaluation and there is documentation or evidence that the child may be a student with a disability in need of special education.
2. Developmental delay is documented by a multidisciplinary team using multiple measures of assessment, which include the following:

- a. Standardized instruments, judgement-based assessments, criterion-referenced instruments, systematic observation, functional skills assessments, or other procedures selected in consultation with the parents; or
 - b. Informed clinical opinion using qualitative and quantitative information to determine the need for early intervention services; and
 - c. Parent report, which can confirm or modify information obtained and describe behavior in environments that the school district may not be able to access.
3. When a developmental delay cannot be verified by the use of standardized instruments, the delay may be established through observation of atypical functioning in any one or more of the developmental areas. A report must be written documenting the evaluation procedures used, the results obtained, the reasons for overriding those results from standardized instruments, and the basis for recommending eligibility.

Continued Eligibility for ESE Services

- 1. For a child 3 through 9 years of age, continued eligibility as a student with a disability under another category will be determined before the child is 10 years old or through the student's completion of grade 2, whichever occurs first.
- 2. For a child, birth through 2 years of age (under 36 months), continued eligibility as a child with a disability will be determined before the child's third birthday.

Unique Philosophical, Curricular or Instructional Considerations

- 1. For a child 3 through 9 years of age:
 - a. As appropriate, the individualized family support plan (IFSP) or individual educational plan (IEP) shall be developed through interagency collaboration with the family and other providers of services to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03028 and 6A-6.03029, F.A.C.
 - b. Because of the rapid development of young children, ongoing observations and assessments shall be conducted as needed to plan for IFSP or IEP modifications.
- 2. For a child, birth through 2 years of age (under 36 months):
 - a. The IFSP shall be developed in collaboration with the family and other providers of service to the child and family and in accordance with Rules 6A-6.03026, 6A-6.03029 and 6A-6.0331, F.A.C.
 - b. Because of the rapid development of young children and the changing needs of families, ongoing observations or assessments shall be conducted at least every six months for the purpose of completing the periodic review of the IFSP.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for prekindergarten children with developmental delays.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Section B.4: Exceptional Student Education Eligibility for Students who are Dual-Sensory Impaired

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34, 300.113, 300.172 and 300.324

Chapters 458 and 463, F.S.

Sections 1003.55, 1003.57 and 1003.575, F.S.

Rules 6A-2.0010, 6A-6.03014, 6A-6.03022, 6A-6.0331 and 6A-03411, F.A.C.

Definition

Dual sensory impairment is defined to mean concomitant hearing and visual impairments, or etiology or diagnosed medical condition that indicates a potential dual sensory loss, the combination of which impacts communication, independence, and other developmental and educational needs.

Functional blindness is defined to mean that the physical structures of the eye may be functioning, but the student does not attend to, examine or utilize visual information. This may include cortical visual impairment.

Functional hearing loss is defined to mean that parts of the auditory system may be functioning, but the student does not attend to, respond, localize, or utilize auditory information. This may include cortical hearing impairment or auditory neuropathy or auditory dyssynchrony.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with a dual sensory impairment if the following criteria are met:

1. One or more of the following visual impairments:

- a. A visual acuity of 20/70 or less in the better eye after best possible correction;
- b. A peripheral field so constricted that it affects the student's ability to function in an educational setting;
- c. A diagnosis of visual impairment after best correction;
- d. A progressive loss of vision that may affect the student's ability to function in an educational setting; as stated in Rule 6A-6.03014(3)(a), F.A.C.; or
- e. Functional blindness;

and

2. One or more of the following hearing impairments:

- a. 25 ± 5 decibels (dB) or greater based on pure tone average or average of 500, 1000 and 2000 Hz unaided in the better ear;
- b. A high frequency hearing threshold level of 25 ± 5 dB or greater based on pure tone average of 1000, 2000 and 3000 Hz unaided in the better ear;
- c. A unilateral hearing threshold level of 50 ± 5 dB or greater based on pure tone average of 500, 1000 and 2000 Hz unaided;
- d. Auditory evoked potential responses evidencing permanent hearing loss at multiple frequencies equivalent to or in excess of the decibel hearing loss threshold criteria for pure tone audiometric testing specified above; or
- e. Functional hearing loss;

and

3. The student demonstrates a need for special education;

or

4. The student has a medical report from a physician licensed in Florida in accordance with Chapter 458 or 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., confirming the existence of a medical condition having the potential for dual sensory loss to include the diagnosis, its prognosis, and the potential for dual sensory loss; and

5. The student demonstrates a need for special education.

Student Evaluation

In addition to the procedures defined in Rule 6A-6.0331(5), F.A.C., the minimum student evaluations must include:

1. A medical eye exam by an ophthalmologist or optometrist licensed in Florida in accordance with Chapter 458 or 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., describing etiology; diagnosis; treatment regimen; prognosis; near and distance vision; corrected and uncorrected acuity measures for left eye, right eye and both eyes; measure of field of vision; and recommendations for lighting levels, physical activity, aids, or use of glasses, as appropriate;

2. An audiological evaluation;
3. A comprehensive assessment of skills known to be impacted by hearing and vision impairments, to include a functional vision evaluation;
4. A functional hearing assessment;
5. An assessment of social development;
6. An evaluation of receptive and expressive communication by a speech-language pathologist;
7. A learning media assessment;
8. If appropriate, an orientation and mobility assessment and a sign-language assessment; and
9. If available, a medical report from a physician licensed in Florida in accordance with Chapter 458 or 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., describing the etiology or diagnosis of the student's medical condition that does, or has the potential to, result in dual sensory loss.

Student Reevaluation

A reevaluation shall occur at least every three years and must include, a comprehensive assessment of skills known to be impacted by hearing and vision impairments, to include the following:

1. A functional vision evaluation;
2. A functional hearing assessment;
3. An assessment of social development;
4. An evaluation of receptive and expressive communication by a speech-language pathologist;
5. A learning media assessment;
6. If appropriate, an orientation and mobility assessment and a sign language assessment; and
7. Any other evaluations specified by an evaluation specialist and an exceptional student teacher after examination of available information in all areas addressed in the initial evaluation or in subsequent reevaluations of the student in accordance with Rule 6A-6.0331, F.A.C.

Qualified Evaluators

All evaluators must hold a valid license or certificate in the state of Florida, in accordance with Rule 6A-6.0331, F.A.C. The specialized evaluations and the qualified evaluators are as follows:

1. Medical eye exam: An optometrist or ophthalmologist;
2. Functional vision assessment: A teacher of the visually impaired; an orientation and mobility specialist can be used to analyze how a student uses vision for orienting and moving through space;
3. Learning media assessment: A teacher of the visually impaired;
4. Orientation and mobility: An orientation and mobility specialist;
5. Comprehensive audiological evaluation: An audiologist; and
6. Functional hearing assessment: A teacher of the deaf or hard of hearing, a speech-language pathologist, the parents, an educational team and an audiologist.

Unique Philosophical, Curricular or Instructional Considerations

1. All students with visual impairments, including students with dual sensory impairment, must be registered for services from the Florida Instructional Materials Center for the Visually Impaired. Additionally, information regarding all students with a dual sensory impairment must be submitted to the state's annual census report for the national child count of students and youth who are both deaf and blind.
2. In accordance with 34 C.F.R. § 300.324, the individual educational plan (IEP) team must, in the case of a student who has a dual sensory impairment, provide for instruction in braille and the use of braille unless the IEP team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student. Students must be provided with instruction in braille unless otherwise determined by the IEP team. This determination is based on the student's present reading and writing skills, functional vision assessment, and learning media assessment, as well as documentation indicating the need for instruction or use of braille in the future.
3. Orientation and mobility is a service provided to students who have visual impairments or are blind by qualified personnel, when the IEP team determines that it is necessary in order for the student to benefit from specially designed instruction, to enable those students to attain systematic orientation and safe movement within their environments in school, home and community. Orientation and mobility instruction encompasses skill and conceptual awareness and includes, but is not limited to, spatial and environmental concepts, and use of sensory information received by the senses (such as sound, temperature and vibrations) to establish and maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street); the use of a long cane or service animal to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; to understand and use remaining vision and, distance low vision aids; and other concepts, techniques and tools.

4. The Communication Plan form referenced in Rule 6A-6.03028(3)(g), F.A.C., and section 1003.55(6)(a), F.S., must be used in the development of the IEP for students who are deaf or hard of hearing or have a dual sensory impairment. In developing these IEPs, IEP teams must consider the instructional needs unique to students who are deaf or hard of hearing or have a dual sensory impairment. The IEP team must also consider the communication and language needs, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, and the student's academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode in accordance with 34 C.F.R. § 300.324.
5. Students shall have access to instruction using the method of communication most readily understood by the student. Each student who is deaf or hard of hearing shall have the opportunity to develop expressive and receptive language skills using any or all of the following:
- Residual hearing,
 - Speech reading,
 - Manual communication systems,
 - Speech,
 - Appropriate amplification,
 - Interpreters,
 - Assistive listening devices,
 - Real-time captioning, or
 - American Sign Language.
6. Routine checking of hearing aids worn in school by students with hearing loss and the external components of surgically implanted medical devices (i.e., cochlear implants) is required to ensure that these devices are functioning properly.
7. Assistive technology and related services do not include a medical device that is surgically implanted, or the replacement of such device. Although cochlear implants are not considered assistive technology, children with cochlear implants maintain the right to receive related services that are determined by the IEP team to be necessary for the student. While school districts are responsible for providing appropriate services for such students, that duty does not include maintaining, optimizing (i.e., mapping) or replacing cochlear implants.
8. Interpreting services include the following, when used with respect to children who are deaf or hard of hearing: oral transliteration services; cued language transliteration services; sign language transliteration and interpreting services; transcription services, such as CART, C-Print and TypeWell; and special interpreting services, such as an intervener, for children who are deaf-blind.
9. Each learning environment shall have appropriate acoustic treatment, lighting and auditory amplification equipment to meet the individual needs of each student. Auditory equipment shall be made available through the school district (e.g., personal or soundfield frequency modulation systems, infrared systems, induction loop systems, and other assistive listening devices). Auditory equipment will be calibrated annually, maintained and considered for replacement on a five-year cycle. Visual alarm devices shall be provided in all areas where students who are deaf or hard of hearing may be separated from persons with normal hearing, such as group bathrooms, corridors and specific areas designated for the deaf, in accordance with Rule 6A-2.0010, F.A.C.
10. The school district shall make available the following supports and services to aide in educational programming; will provide educational opportunities unique to students with sensory impairments to include the residential school, the Florida School for the Deaf and the Blind and all other programs and methods of instruction available to the parent of a student with sensory impairments. This information will be provided annually. In accordance with Rule 6A-6.03014, F.A.C., cooperative planning with the Division of Blind Services, including parent involvement activities.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with dual sensory impairment.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Section B.5: Exceptional Student Education Eligibility for Students with Emotional or Behavioral Disabilities

Statutory and Regulatory Citations

34 C.F.R. § 300.8

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.03016 and 6A-6.0331, F.A.C.

Definition

A student with an emotional or behavioral disability (EBD) has persistent (i.e., is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender or ethnicity.

Evidence-Based Interventions in General Education

Prior to an evaluation, the school district must meet the general education requirements in Rule 6A-6.0331(1), F.A.C., including the responsibility to implement evidence-based interventions for students requiring additional academic and emotional or behavioral support in the general education environment. General education activities and interventions conducted prior to an evaluation in accordance with Rule 6A-6.0331(1), F.A.C. may be used to satisfy the requirements of Rule 6A-6.03016, F.A.C.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with emotional or behavioral disabilities if the following criteria are met:

1. A student with an emotional or behavioral disability demonstrates an inability to maintain adequate performance in the educational environment that cannot be explained by physical, sensory, socio-cultural, developmental, medical or health (with the exception of mental health) factors; and one or more of the following characteristics:
 - a. Internal factors characterized by:
 - i. Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends or schoolwork, or mood swings, or erratic behavior; or
 - ii. The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems; or
 - iii. Behaviors that result from thoughts and feelings that are inconsistent with actual events or circumstances, or difficulty maintaining normal thought processes, or excessive levels of withdrawal from persons or events; or
 - b. External factors characterized by:
 - i. An inability to build or maintain satisfactory interpersonal relationships with peers, teachers and other adults in the school setting; or
 - ii. Behaviors that are chronic and disruptive such as noncompliance, verbal or physical aggression, or poorly developed social skills that are manifestations of feelings, symptoms or behaviors as specified above.
2. The characteristics described above are present for a minimum of six months duration and in two or more settings, including but not limited to, school, educational environment, transition to or from school, or home and community settings. At least one setting must include school.
3. The student demonstrates a need for special education.
4. In extraordinary circumstances, the general education requirements in Rule 6A-6.0331, F.A.C., and the criteria for eligibility relating to duration and setting described above may be waived when immediate intervention is required to address an acute onset of an internal characteristic listed above in the Eligibility Criteria section.
5. The characteristics described below are not indicative of a student with an emotional or behavioral disability:
 - a. Normal, temporary (fewer than six months) reactions to life events or crisis, or
 - b. Emotional or behavioral difficulties that improve significantly from the presence of evidence-based implemented interventions, or
 - c. Social maladjustment unless also found to meet the criteria for an emotional or behavioral disability.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include all of the following:

1. A functional behavioral assessment (FBA) must be conducted. The FBA must identify the specific behavior of concern, conditions under which the behavior is most and least likely to occur, and function or purpose of the behavior. A review and, if necessary, a revision of an FBA completed as part of general education interventions may meet this requirement if it meets the conditions described in this section. If an FBA was not completed to assist in the development of general education interventions, one must be completed and a well-delivered scientific, research-based behavioral intervention plan of reasonable intensity and duration must be implemented with fidelity prior to determining eligibility.
2. The evaluation must include documentation of the student's response to general education interventions implemented to target the function of the behavior as identified in the FBA.

3. A social developmental history compiled from a structured interview with the parent or guardian that addresses developmental, familial, medical, health and environmental factors impacting learning and behavior, and which identifies the relationship between social developmental and socio-cultural factors, and the presence or no presence of emotional or behavioral responses beyond the school environment.
4. A psychological evaluation conducted in accordance with Rule 6A-6.0331, F.A.C. The psychological evaluation should include assessment procedures necessary to identify the factors contributing to the development of an emotional or behavioral disability, which includes behavioral observations and interview data relative to the referral concerns, and assessment of emotional and behavioral functioning, and may also include information on developmental functioning and skills. The psychological evaluation shall include a review of general education interventions that have already been implemented and the criteria used to evaluate their success.
5. A review of educational data that includes information on the student's academic levels of performance, and the relationship between the student's academic performance and the emotional or behavioral disability; additional academic evaluation may be completed if needed.
6. A medical evaluation must be conducted when it is determined by the administrator of the exceptional student program or a designee that the emotional or behavioral responses may be precipitated by a physical problem.

Unique Philosophical, Curricular or Instructional Considerations

1. When making a distinction between students with internalized or externalized characteristics, the individual educational plan team will consider these presenting manifestations as they determine the needs of the students when recommending the following: goals and short-term objectives or benchmarks, if appropriate; specially designed instruction and related services; and the location of such services.
2. Services for students with EBD provide an integrated curriculum of academic, affective and behavioral interventions. These services are designed to support the improvement of academic and social functioning through academic (e.g., differentiated instruction and mastery learning); affective (e.g., individual or group counseling and parent education and support); and behavioral (e.g., behavior support; consultation from mental health, medical or other professionals) interventions. Student improvement is measured through continuous progress monitoring of responses to intervention.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with emotional or behavioral disabilities.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for section.

Section B.6: Exceptional Student Education Eligibility for Infants or Toddlers Birth through Two Years Old who have Established Conditions

This section is not applicable for the school district.

Statutory and Regulatory Citations

34 C.F.R. §§ 303.21 and 303.300

Sections 1003.01, 1003.21 and 1003.57, F.S.

Rules 6A-6.03030, 6A-6.0331 and 6A-6.03411, F.A.C.

Definition

An infant or toddler with an established condition is defined as a child from birth through age 2 with a diagnosed physical or mental condition known to have a high probability of causing developmental delay. Such conditions shall include genetic and metabolic disorders, neurological disorders, a severe attachment disorder, autism spectrum disorder, a sensory impairment (vision or hearing), or the infant's birth weight was less than 1,200 grams.

Eligibility Criteria

An infant or toddler is eligible for exceptional student education (ESE) when a team of qualified professionals and the parent or guardian, in accordance with Rule 6A-6.0331(6), F.A.C., determine that all of the following criteria are met:

1. The infant or toddler is below the age of 36 months;
2. The requirements of Rule 6A-6.0331(2), F.A.C., have been met;
3. There is written evidence that the Department of Health, Children's Medical Services, Part C Local Early Steps has determined that the infant or toddler has an established condition as defined Rule 6A-6.03030(1), F.A.C.; and
4. The infant or toddler needs early intervention services as defined in Rule 6A-6.03411(1)(i), F.A.C.

Continued Eligibility

Continued eligibility for ESE programs will be determined before the child's third birthday.

Unique Philosophical, Curricular or Instructional Considerations

The individualized family support plan shall be developed with the Local Early Steps, the family, and other providers of service to the child and family, and shall include services to provide the parent, guardian or primary caregiver the opportunity to acquire specific skills and knowledge that will enable them to enhance the child's cognitive, physical, social, communication and adaptive behavior. In the provision of an appropriate educational program for eligible children with disabilities birth through age 2, home instruction may include direct instruction of the parent, guardian or primary caregiver.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for children birth through age 2 with established conditions.

- The school district has provided additional information for this section in Appendix B of this document.
 There is no additional information for this section.

Section B.7: Exceptional Student Education Eligibility for Students who are Homebound or Hospitalized

This section is not applicable for the school district.

Statutory and Regulatory Citations

34 C.F.R. § 300.115
Chapters 458 and 459, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03011, 6A-6.03012, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03020, 6A-6.03022, 6A-6.03023, 6A-6.03027 and 6A-6.03028, F.A.C

Definitions

A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition that is acute or catastrophic in nature, a chronic illness, or a repeated intermittent illness due to a persisting medical problem, which confines the student to home or hospital and restricts activities for an extended period.

Eligibility Criteria

A student is eligible for educational instruction through homebound or hospitalized services if the following criteria are met:

1. A physician licensed in Florida in accordance with Chapter 458 or 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C., must certify:
 - a. The student is expected to be absent from school due to a physical or psychiatric condition for at least 15 consecutive school days (or the equivalent on a block schedule), or due to a chronic condition for at least 15 school days (or the equivalent on a block schedule), which need not run consecutively; and
 - b. The student is confined to home or hospital; and
 - c. The student will be able to participate in and benefit from an instructional program; and
 - d. The student is under medical care for illness or injury that is acute, catastrophic, or chronic in nature; and
 - e. The student can receive instructional services without endangering the health and safety of the instructor or other students with whom the instructor may come in contact.
2. The student is in kindergarten through grade 12 and is enrolled in a public school unless the student meets criteria for eligibility under Rule 6A-6.03011, 6A-6.03012, 6A-6.030121, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-6.03022, 6A-6.03023, or 6A-6.03027, F.A.C.
3. A child is 3 through 5 years of age and has been determined eligible as a student with a disability in accordance with s. 1003.571, F.S., and Rule 6A-6.03011, 6A-6.03012, 6A-6.030121, 6A-6.03013, 6A-6.03014, 6A-6.030151, 6A-6.030152, 6A-6.030153, 6A-6.03016, 6A-6.03018, 6A-3.03022, 6A-6.03023, 6A-6.03026, 6A-6.03027 or 6A-6.03411, F.A.C.
4. A parent, guardian or primary caregiver signs a parental agreement concerning homebound or hospitalized policies and parental cooperation.

Student Evaluation

In addition to the provisions of Rule 6A-6.0331(5), F.A.C., the minimum evaluation for determining eligibility shall include the following:

1. A current medical report from a licensed physician, as defined above, describing the following:
 - a. A disabling condition or diagnosis with any medical implications for instruction;
 - b. A statement that the student is unable to attend school;
 - c. The plan of treatment;
 - d. Recommendations regarding school re-entry and other school-related activities; and
 - e. An estimated duration of condition or prognosis.
2. The team determining eligibility may require additional evaluation data. This additional evaluation data must be obtained at no cost to the parent.
3. A physical reexamination and a medical report by a licensed physician or physicians, which may be requested by the administrator of exceptional student education or the administrator's designee on a more frequent basis than annually, may be required if the student is scheduled to attend school part of a day during a recuperative period of readjustment to a full school schedule. This physical examination and medical report shall be obtained at no cost to the parent.

Procedures for Providing an Individual Educational Plan (IEP) or Individualized Family Support Plan (IFSP)

1. The IEP or IFSP shall be developed or revised following determination of eligibility in accordance with this rule.

2. A student may be assigned to both a homebound or hospitalized program and to a school-based program due to an acute, chronic or intermittent condition as certified by a licensed physician.
3. This decision shall be made by the IEP or IFSP team in accordance with the requirements of Rule 6A-6.03028 or 6A-6.03029, F.A.C.

Instructional Services

The following settings and instructional modes, or a combination thereof, are appropriate methods for providing instruction to students determined eligible for these services:

1. Instruction in a home. The parent, guardian or primary caregiver shall provide a quiet, clean, and well-ventilated setting where the teacher and student will work; ensure that a responsible adult is present; and establish a schedule for student study between teacher visits that takes into account the student's medical condition and the requirements of the student's coursework.
2. Instruction in a hospital. The hospital administrator or designee shall provide appropriate space for the teacher and student to work and allow for the establishment of a schedule for student study between teacher visits.
3. Instruction through telecommunications or electronic devices. When the IEP or IFSP team determines that instruction is by telecommunications or electronic devices, an open, uninterrupted telecommunication link shall be provided, at no additional cost to the parent, during the instructional period. The parent shall ensure that the student is prepared to actively participate in learning.
4. Instruction in other specified settings. The IEP or IFSP team may determine that instruction would be best delivered in a mutually agreed upon alternate setting other than the home or hospital or through telecommunications or electronic devices.
5. Instruction in a school setting on a part-time basis may be appropriate as the student transitions back to the student's regular class schedule, if the IEP or IFSP team determines this meets the student's needs.
6. Services for students in specialty hospitals. In accordance with the requirements of s. 1003.57, F.S., eligible students receiving treatment in a children's specialty hospital licensed in accordance with Chapter 395, Part I, F.S., must be provided educational instruction from the school district in which the hospital is located until the school district in which the hospital is located enters into an agreement with the school district in which the student resides. The agreement must ensure the timely provision of seamless educational instruction to students who transition between school districts while receiving treatment in the children's specialty hospital.
7. Notification agreement. A school district in which a children's specialty hospital is located must enter into an agreement with the hospital that establishes a process by which the hospital must notify the school district of students who may be eligible for educational instruction through homebound or hospitalized services pursuant to s. 1003.57, F.S.

Students Receiving Treatment in a Children's Specialty Hospital

Eligible students receiving treatment in a children's specialty hospital licensed under Chapter 395, Part I, F.S., must be provided educational instruction from the school district in which the hospital is located until the school district in which the hospital is located enters into an agreement with the school district in which the student resides.

The school district has entered into an agreement with children's specialty hospitals in the school district. This agreement establishes a process by which the hospital must notify the school district of students who may be eligible for instruction consistent with the eligibility for homebound and hospitalized services.

The school district has entered into an agreement with a children's specialty hospital.

- Yes
 No
 N/A

If **yes**, identify the children's specialty hospitals licensed under Chapter 395, Part I, F.S., that are in your school district.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students who are homebound or hospitalized.

- The school district has provided additional information for this section in Appendix B of this document.
 There is no additional information for this section.

Section B.8: Exceptional Student Education Eligibility for Students with an Intellectual Disability

Statutory and Regulatory Citations

34 C.F.R. § 300.8

Chapter 490, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-4.0311, 6A-6.03011 and 6A-6.0331, F.A.C.

Definition

An intellectual disability (InD) is defined as significantly below-average general intellectual and adaptive functioning manifested during the child's developmental period, with significant delays in academic skills. Developmental period refers to birth to 18 years of age.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an InD if the following criteria are met:

1. The measured level of intellectual functioning is more than two standard deviations below the mean on an individually measured, standardized test of intellectual functioning.
2. The level of adaptive functioning is more than two standard deviations below the mean on the adaptive behavior composite or on two out of three domains on a standardized test of adaptive behavior. The adaptive behavior measure shall include parental or guardian input.
3. The level of academic or pre-academic performance on a standardized test is consistent with the performance expected of a student of comparable intellectual functioning.
4. The social developmental history identifies the developmental, familial, medical, health and environmental factors impacting student functioning and documents the student's functional skills outside of the school environment.
5. The student demonstrates a need for special education.

Student Evaluation

1. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the minimum evaluation for determining eligibility shall include all of the following:
 - a. A standardized individual test of intellectual functioning individually administered by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S.
 - b. A standardized assessment of adaptive behavior to include parental or guardian input.
 - c. An individually administered standardized test of academic or pre-academic achievement. A standardized developmental scale shall be used when a student's level of functioning cannot be measured by an academic or pre-academic test.
 - d. A social developmental history that has been compiled directly from the parent, guardian, or primary caregiver.
2. Eligibility is determined by a group of qualified professionals and the parent or guardian in accordance with Rule 6A-6.0331, F.A.C. The documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:
 - a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.
 - b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic and intellectual functioning.
 - c. The educationally relevant medical findings, if any.
 - d. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, or emotional or behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.
 - e. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusion.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular or instructional considerations for students with an InD.

The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

Section B.9: Exceptional Student Education Eligibility for Students with Orthopedic Impairment

Statutory and Regulatory Citations

34 C.F.R. § 300.8

Chapters 458 and 459, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030151 and 6A-6.0331, F.A.C.

Definition

Orthopedic impairment means a severe skeletal, muscular and/or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including, but not limited to, skeletal deformity or spina bifida) and impairments resulting from other causes (e.g., including, but not limited to, cerebral palsy or amputations).

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an orthopedic impairment if the following criteria are met:

1. There is evidence of an orthopedic impairment that adversely affects the student's performance in the educational environment in any of the following: ambulation, hand movement, coordination, or daily living skills.
2. The student demonstrates a need for special education.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluation shall include all of the following:

1. A report of a medical examination, within the previous 12-month period, from a physician licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the school district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction.
2. An educational evaluation that identifies educational and environmental needs of the student.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with an orthopedic impairment.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Section B.10: Exceptional Student Education Eligibility for Students with an Other Health Impairment

Statutory and Regulatory Citations

34 C.F.R. §300.8

Chapters 458 and 459, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030152 and 6A-6.0331, F.A.C.

Definition

An other health impairment (OHI) means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems. This includes, but is not limited to, asthma, attention deficit disorder or attention deficit hyperactivity disorder, Tourette syndrome, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and acquired brain injury.

Eligibility Criteria

A student with an OHI is eligible for specially designed instruction and related services if the following criteria are met:

1. Evidence of a health impairment that results in reduced efficiency in schoolwork and adversely affects the student's performance in the educational environment; and
2. The student demonstrates a need for special education.

Student Evaluation

In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluations shall include all of the following:

1. A report of a medical examination, within the previous 12-month period, from a physician licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the school district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the impairment and any medical implications for instruction.
2. An educational evaluation that identifies educational and environmental needs of the student.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with an OHI.

The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

Section B.11: Exceptional Student Education Eligibility for Students with Traumatic Brain Injury

Statutory and Regulatory Citations

34 C.F.R. § 300.8

Chapters 458 and 459, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030153 and 6A-6.0331, F.A.C.

Definition

A traumatic brain injury (TBI) means an acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative or induced by birth trauma.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with TBI if the following criteria are met:

1. There is evidence of a TBI that impacts one or more of the areas identified in the definition.
2. The student demonstrates a need for special education.

Student Evaluation

1. In addition to the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures, the minimum student evaluations shall include all of the following:

- a. A report of a medical examination, within the previous 12-month period, from a physician licensed in Florida in accordance with Chapter 458 or 459, F.S., unless a report of medical examination from a physician licensed in another state is determined by the school district to be permitted in accordance with Rule 6A-6.0331(3)(c), F.A.C. The physician's report must provide a description of the TBI and any medical implications for instruction.
- b. Documented evidence by more than one person, including the parent, guardian, or primary caregiver, in more than one situation. The documentation shall include evidence of a marked contrast of pre- and post-injury capabilities in one or more of the following areas: cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing or speech.
- c. An educational evaluation that identifies the educational and environmental needs of the student.

2. The evaluation may also include a neuropsychological evaluation when requested by the exceptional student education administrator or designee.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with a TBI.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Section B.12: Exceptional Education Eligibility for Students with Specific Learning Disabilities

Statutory and Regulatory Citations

34 CFR §300.8

Section 1003.57, F.S.

Rules 6A-1.09401, 6A-6.03018 and 6A-6.0331, F.A.C.

Definition

A specific learning disability (SLD) is defined as a disorder in one or more of the basic learning processes involved in understanding or in using language, spoken, or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Associated conditions may include, but are not limited to, dyslexia, dyscalculia, dysgraphia or developmental aphasia. An SLD does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional or behavioral disability, limited English proficiency, or environmental, cultural, or economic factors.

Procedures

1. General education intervention procedures and activities

a. To ensure that lack of academic progress is not due to lack of appropriate instruction, a group of qualified personnel must consider the following:

- i. Data that demonstrate the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified areas of concern and delivered by qualified personnel in general education settings; and
- ii. Data-based documentation, which was provided to the student's parents or guardians, of repeated measures of achievement at reasonable intervals, graphically reflecting the student's response to intervention during instruction.

b. General education activities and interventions conducted prior to referral in accordance with Rule 6A-6.0331(1), F.A.C., may be used to satisfy the requirements of this rule.

2. Members of the group determining eligibility

The determination of whether a student suspected of having an SLD is a student who demonstrates a need for specially designed instruction and related services and meets the eligibility criteria must be made by the student's parents or guardians and a group of qualified professionals, which must include, but is not limited to, all the following:

- a. The student's general education teacher; if the student does not have a general education teacher, a general education teacher qualified to teach a student of his or her chronological age;
- b. At least one person qualified to conduct and interpret individual diagnostic examinations of students, including, but not limited to, a school psychologist, speech-language pathologist, or reading specialist; and
- c. The school district administrator of exceptional student education or designee.

3. Documentation of determination of eligibility

For a student suspected of having an SLD, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:

- a. The basis for making the determination, including an assurance that the determination has been made in accordance with Rule 6A-6.0331, F.A.C.
- b. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning
- c. The educationally relevant medical findings, if any
- d. Whether the student has an SLD as evidenced by response to intervention data confirming each of the following:

i. Performance discrepancy

The student's academic performance is significantly discrepant for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, which include the peer subgroup, classroom, school, district, and state-level comparison groups

ii. Rate of progress

When provided with well-delivered scientific, research-based general education instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the achievement gap with typical peers or academic expectations for the chronological age or grade level in which the student is currently enrolled; and

iii. Educational need

The student continues to need evidence-based interventions that significantly differ in intensity and duration from what can be provided solely through general education resources to make or maintain sufficient progress.

e. The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional or behavioral factors; cultural factors; or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency

f. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including the following:

i. Documentation of the specific instructional interventions used, the support provided to the individuals implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration and frequency of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected

ii. Documentation that the student's parents or guardians were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation

g. The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion; if it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions

Describe how the school district documents a student's response to intervention data to determine eligibility as a student with an SLD, including the progress-monitoring tools used to measure the student's response to intervention and how the team determines the adequacy of the student's response to intervention.

The Written Summary of Group Analysis of Data (WSGAD) for Specific Learning Disabilities is used to document a student's eligibility for this program area. The WSGAD denotes the areas of concern(s), a summary of observations, relevant medical information, diagnostic assessment results, evidence-based interventions at three tiers of instruction, results of interventions at each tier, analysis of intervention data and graphs, rate of progress, statement of need, careful consideration of exclusionary factors which may impact the data results, and a summary of eligibility criteria which includes the following: the areas in which the student does not achieve adequately for age or grade, the lack of adequate progress based on response to evidenced-based intervention, learning difficulties that are not primarily the result of a lack of evidenced-based instruction or any of the exclusionary factors, interventions needed that differ significantly in intensity and duration from what can be provided through general education resources alone, and documentation of parent(s)/guardian(s) notification regarding the amount and nature of student performance data collected and general education services provided, interventions for increasing the student's rate of progress, and the parent(s)/guardian(s) right to request an evaluation. Universal screening tools and progress monitoring devices used to measure a student's response to intervention include classroom, grade-level, district, and state-based assessments, both formative and summative, as well as Synergy MTSS platform, the district electronic MTSS data system. The intervention team determines a student's response as either good, questionable, or poor based on a student's progress toward the measurable short-term goal which delineates the expected reasonable progress over time. Poor, questionable, and good progress are incremental with poor indicating significantly limited success and a need to intensify interventions, questionable indicating progress is being made but may be inadequate to close the gap in a timely fashion so redesign of the intervention(s) may be warranted, and good indicating success in the trajectory to close the gap and possibly beginning to fade intervention(s).

Describe how parents are engaged as team members in the problem-solving process (include the frequency and graphic format for sharing student progress data with parents).

Parents are engaged throughout the problem-solving process. Parents are initially notified during a school conference and in writing utilizing the Notification of Intervention Activities. MTSS progress monitoring meetings are conducted periodically to review screening results, discuss appropriate general education interventions, anticipated outcomes of interventions, recommendations based on student response to interventions, potential future plans, review of current intervention data including interventions attempted, standardized test results, progress monitoring data, teacher observations, grades, medical records, attendance records, discipline records, and other relevant information to determine whether there is a need for evaluation and subsequent consent if evaluation is warranted. In addition, the parent notification form is also used to discuss speech concerns, if applicable and if warranted, obtain consent for a speech screening, discuss the results of speech screening and consider consent for evaluation for speech. When recommendations based on response to interventions and potential future plans are discussed with the parent, a graph depicting the progress a student has made for each intervention is shared with the intervention team and parent. The graph includes baseline data, the short-term goal, frequent data points, the long-term aim, and the trend line. Typically the interventionist shares progress monitoring data with parents/guardian every four weeks until the student meets the long-term goal or the data indicates a need for long-term intensive interventions and supports.

Describe the types of data used to make comparisons to other students and how teams determine the findings are not primarily due to the exclusionary factors outlined in Rule 6A-6.03018, F.A.C., lack of instruction in reading or math or limited English proficiency.

To make comparisons to other students, the district utilizes an electronic student data system that can disaggregate a multitude of data from different sources to make appropriate comparisons. This system is especially beneficial when working with English Language Learners when the population at a particular school is too small to make comparisons, as this system allows comparisons to be made district-wide. When addressing the exclusionary factors, teams review the referral components that include some or all of the following results/information for decision-making: vision and hearing screenings, medical records, intellectual ability, social/emotional concerns, discipline history, English-Language Learner history, attendance records, enrollment history, classroom observations, socio-economic status, and parent input.

Eligibility Criteria

A student is eligible for specially designed instruction and related services as a student with an SLD if all the following criteria are met:

1. Evidence of an SLD

The student's parents or guardians and group of qualified personnel may determine that a student has an SLD if there is evidence of each of the following:

a. When provided with learning experiences and instruction appropriate for the student's chronological age or grade-level standards, in accordance with Rule 6A-1.09401, F.A.C., the student does not achieve adequately for the student's chronological age or does not meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in one or more of the following areas based on the review of multiple sources that may include group or individual criterion or norm-referenced measures, including individual diagnostic procedures:

i. Oral expression,

ii. Listening comprehension,

iii. Written expression,

- iv. Basic reading skills,
- v. Reading fluency skills,
- vi. Reading comprehension,
- vii. Mathematics calculation, and
- viii. Mathematics problem solving.

The school district has the option of requiring that an individually administered, standardized test of achievement be administered by a qualified evaluator in accordance with Rule 6A-6.03018(4)(b)2., F.A.C., as one of the evaluation procedures used to address the requirements of Rule 6A-6.03018(4)(a)1., F.A.C.

One of the following must be selected:

- The school district requires that an individually administered, standardized test of achievement (that addresses the relevant areas of concern as identified by the team) be given by a qualified evaluator after obtaining parental consent for an evaluation.
- The school district does not require that an individually administered, standardized test of achievement be given by a qualified evaluator after obtaining parental consent for an evaluation. The team responsible for the evaluation may determine the need for an individually administered, standardized test of achievement on an individual basis.

1. Evidence of an SLD

- b. The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified previously as determined through a process based on the student's response to scientific, research-based interventions, consistent with the comprehensive evaluation procedures in Rule 6A-6.0331 F.A.C
- c. The group determines that its findings under the eligibility criteria areas above are not primarily the result of one or more of the following:
 - i. A visual, hearing or motor disability;
 - ii. Intellectual disability;
 - iii. Emotional or behavioral disability;
 - iv. Cultural factors;
 - v. Irregular pattern of attendance or high mobility rate;
 - vi. Classroom behavior;
 - vii. Environmental or economic factors; and
 - viii. Limited English proficiency.

2. The student demonstrates a need for special education.

Student Evaluation

The evaluation procedures shall include the following:

- 1. The school district must promptly request parental or guardian consent to conduct an evaluation to determine if the student needs specially designed instruction in the following circumstances:
 - a. The student does not make adequate progress when:
 - i. Prior to a referral, the student has not made adequate progress after an appropriate period when provided appropriate instruction and intense, individualized interventions; or
 - ii. Prior to referral, intensive interventions are demonstrated to be effective but require sustained and substantial effort that may include the provision of specially designed instruction and related services; and
 - b. Whenever a referral is made to conduct an evaluation to determine the student's need for specially designed instruction and the existence of a disability.

2. Observation requirement

In determining whether a student needs specially designed instruction and has an SLD, and to document the relationship between the student's classroom behavior and academic performance, the group must do the following:

- a. Use information from an observation in routine classroom instruction and monitoring of the student's performance that was completed before referral for an evaluation; or
- b. Have at least one member of the group conduct an observation of the student's performance in the student's typical learning environment, or in an environment appropriate for a student of that chronological age, after referral for an evaluation and parental or guardian consent has been obtained.

- 3. In addition to the procedures identified in Rule 6A-6.0331, F.A.C., the evaluation must also include the school district's procedures as specified in these policies and procedures as required by Rule 6A-6.03411, F.A.C. The evaluation must adhere to the time limit required by Rule 6A-6.0331, F.A.C., unless extended by mutual written agreement of the student's parents or guardians and a group of qualified professionals.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with an SLD.

The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

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Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.306 and 300.34

Sections 1003.01, 1003.57, 1012.44 and 1011.62, F.S.

Chapters 456, 458, 459 and 468, Part I, F.S.

Rules 6A-4.0176, 6A-4.01761, 6A-6.03012, 6A-6.03028, 6A-6.0331, 6A-6.03411 and 64B20-2.001, F.A.C.

Definitions

1. Speech impairments are disorders of speech sounds, fluency, or voice that interfere with communication, adversely affect performance or functioning in the educational environment, and result in the need for exceptional student education.
 - a. Speech sound disorder. A speech sound disorder is a phonological or articulation disorder that is evidenced by the atypical production of speech sounds characterized by substitutions, distortions, additions, or omissions that interfere with intelligibility. A speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.
 - i. Phonological disorder. A phonological disorder is an impairment in the system of phonemes and phoneme patterns within the context of spoken language.
 - ii. Articulation disorder. An articulation disorder is characterized by difficulty in the articulation of speech sounds that may be due to a motoric or structural problem.
 - b. Fluency disorder. A fluency disorder is characterized by deviations in continuity, smoothness, rhythm, or effort in spoken communication. It may be accompanied by excessive tension and secondary behaviors, such as struggle and avoidance. A fluency disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.
 - c. Voice disorder. A voice disorder is characterized by the atypical production or absence of vocal quality, pitch, loudness, resonance, or duration of phonation that is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Eligibility Criteria

A student is eligible for exceptional student education as a student with a speech impairment if the student meets the following criteria for one or more of the following disorders as determined by the procedures prescribed in Rules 6A-6.03012 and 6A-6.0331(6), F.A.C.

1. Speech sound disorder

A student with a speech sound disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of a significant phonological or articulation disorder that is characterized by the atypical production of speech sound(s). The atypical production of speech sound(s) may be characterized by substitutions, distortions, additions, or omissions. Evaluation results must reveal all of the following:

- a. The speech sound disorder must have a significant impact on the student's intelligibility, although the student may be intelligible to familiar listeners or within known contexts;
- b. The student's phonetic or phonological inventory must be significantly below that expected for his or her chronological age or developmental level based on normative data;
- c. The speech sound disorder must have an adverse effect on the student's ability to perform or function in the student's typical learning environment, thereby demonstrating the need for exceptional student education; and
- d. The speech sound disorder is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

2. Fluency disorder

A student with a fluency disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent interruptions in the rhythm or rate of speech. Evaluation results must reveal all of the following:

- a. The student must exhibit significant and persistent dysfluent speech behaviors. The dysfluency may include repetition of phrases, whole words, syllables, and phonemes; prolongations; blocks; and circumlocutions. Additionally, secondary behaviors, such as struggle and avoidance, may be present.
- b. The fluency disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.
- c. The dysfluency is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

3. Voice disorder

A student with a voice disorder is eligible for exceptional student education if there is evidence, based on evaluation results, of significant and persistent atypical voice characteristics. Evaluation results must reveal all of the following:

- a. The student must exhibit significant and persistent atypical production of quality, pitch, loudness, resonance, or duration of phonation. The atypical voice characteristics may include inappropriate range, inflection, loudness, excessive nasality, breathiness, hoarseness, or harshness.

b. The voice disorder does not refer to vocal disorders that are found to be a direct cause or symptom of a medical condition unless the disorder adversely affects the student's ability to perform or function in the educational environment and is amenable to improvement with therapeutic intervention.

c. The voice disorder must have an adverse effect on the student's ability to perform or function in the educational environment, thereby demonstrating the need for exceptional student education.

d. The atypical voice characteristics are not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Student Evaluation

In addition to Rule 6A-6.03012, F.A.C., the provisions in Rule 6A-6.0331, F.A.C., regarding general education intervention procedures for students in kindergarten through Grade 12, who are suspected of having a disability and enrolled in public school must be implemented. The provisions in Rule 6A-6.0331(2), F.A.C., regarding procedures prior to initial evaluation for prekindergarten children who are below mandatory school attendance ages and not enrolled in kindergarten must be met. In addition, the following must be included for each disorder:

1. For a speech sound disorder, the evaluation must include all of the following:

a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of speech characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. Documented and dated observation(s) of the student's speech characteristics conducted by a speech-language pathologist to examine the student's speech characteristics during connected speech or conversation. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.

c. An examination of the oral mechanism structure and function.

d. One or more standardized, norm-referenced instruments designed to measure speech sound production administered to determine the type and severity of the speech sound errors and whether the errors are articulation (phonetic) or phonological (phonemic) in nature.

2. For a fluency disorder, the evaluation must include all of the following:

a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, to address the following areas regarding the speech behaviors: motor aspects, student's attitude, social impact, and educational impact. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. A minimum of two documented and dated observations of the student's speech and secondary behaviors conducted by a speech-language pathologist in more than one setting, including the typical learning environment. For prekindergarten children, the observations may occur in an environment or situation appropriate for a child of that chronological age. Observations conducted prior to obtaining consent for evaluation may be used to meet this criterion, if the activities address the areas identified in subsection d) below.

c. An examination of the oral mechanism structure and function.

d. An assessment of all of the following areas:

i. Motor aspects of the speech behaviors,

ii. Student's attitude regarding the speech behaviors,

iii. Social impact of the speech behaviors, and

iv. Educational impact of the speech behaviors.

e. A speech sample of a minimum of 300–500 words collected and analyzed to determine frequency, duration, and type of dysfluent speech behaviors. If the speech-language pathologist is unable to obtain a speech sample of a minimum of 300–500 words, a smaller sample may be collected and analyzed. The evaluation report must document the rationale for collection and analysis of a smaller sample, the results obtained, and the basis for recommendations.

3. For a voice disorder, the evaluation must include all of the following:

a. Information gathered from the student's parent(s) or guardian(s) and teacher(s), and, when appropriate, the student, regarding the concerns and description of voice characteristics. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.

b. Documented and dated observation(s) of the student's voice characteristics conducted by a speech-language pathologist in one or more setting(s), which must include the typical learning environment. For prekindergarten children, the observation(s) may occur in an environment or situation appropriate for a child of that chronological age. Observation(s) conducted prior to obtaining consent for evaluation may be used to meet this criterion.

c. An examination of the oral mechanism structure and function.

d. A report of a medical examination of laryngeal structure and function conducted by a physician licensed in Florida in accordance with Chapter 458 or Chapter 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with Rule 6A-6.0331(3)(e), F.A.C. The physician's report must provide a description of the state of the vocal mechanism and any medical implications for therapeutic intervention.

- a. A group of qualified professionals determining eligibility under the requirements of Rules 6A-6.03012 and 6A-6.0331(6), F.A.C., must include an SLP.
- b. An SLP shall be involved in the development of the individual educational plan for students eligible for speech services, whether as special education or as a related service for an otherwise eligible student with a disability as specified in Rule 6A-6.03012, F.A.C.
- c. Speech therapy services shall be provided by a certified SLP pursuant to Rule 6A-4.0176, F.A.C., or a licensed SLP pursuant to Chapter 468, F.S., a speech-language associate pursuant to Rule 6A-4.01761, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.
- d. Students determined eligible as a student with a speech impairment have access to any supports and services needed as determined by the individual educational plan (IEP) team. A student should be identified as a student with a disability using the most appropriate category, but this does not mean that the team must identify every possible category under which the student may be eligible. In addition, there is no requirement that a student be eligible under a given category in order to receive specific services. For example, students determined eligible as a student with a speech impairment may have counseling as a related service, a functional behavioral assessment, or academic support for reading or writing, even though the student has not been determined to be a student with an emotional or behavioral disability or a specific learning disability.

2. Speech-language associate

- a. Speech therapy services provided by a speech-language associate as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed SLP with a master's degree or higher in speech-language pathology. Services can be provided for a period of three years as described in s. 1012.44, F.S., in school districts that qualify for the sparsity supplement as described in s. 1011.62(7), F.S.
- b. The district shall submit a plan to the Department of Education for approval before implementation of Rule 6A-4.01761, F.A.C. The components of the plan found in Rule 6A-6.03012(7), F.A.C., will include a description of:
- The model, specifying the type and amount of direction, including direct observation, support, training, and instruction;
 - The rationale for using this model;
 - The manner in which the associate will be required to demonstrate competency;
 - The process for monitoring the quality of services;
 - The process for measuring student progress; and
 - The manner in which the speech-language associate will meet the requirements of the annual district professional development plan for instructional personnel.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with speech impairments.

The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

Section B.14: Exceptional Student Education Eligibility for Students with Language Impairments

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34 and 300.306

Chapters 456 and 468, Part I, F.S.

Sections 1003.01, 1003.57, 1011.62 and 1012.44, F.S.

Rules 6A-1.09401, 6A-4.0176, 6A-4.01761, 6A-6.030121, 6A-6.03028, 6A-6.0331, 6A-6.03411 and 64B20-2.001, F.A.C.

Definitions

Language impairments are disorders of language that interfere with communication, adversely affect performance or functioning in the student's typical learning environment, and result in the need for exceptional student education. A

language impairment is defined as a disorder in one or more of the basic learning processes involved in understanding or in using spoken or written language. These include:

1. Phonology is defined as the sound systems of a language and the linguistic conventions of a language that guide the sound selection and sound combinations used to convey meaning.
2. Morphology is defined as the system that governs the internal structure of words and the construction of word forms.
3. Syntax is defined as the system governing the order and combination of words to form sentences, and the relationships among the elements within a sentence.
4. Semantics is defined as the system that governs the meanings of words and sentences.
5. Pragmatics is defined as the system that combines language components in functional and socially appropriate communication.

The language impairment may manifest in significant difficulties affecting listening comprehension, oral expression, social interaction, reading, writing, or spelling. A language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Eligibility Criteria

1. For prekindergarten children

A prekindergarten child is eligible as a student with a language impairment in need of exceptional student education if all of the following criteria are met:

- a. There is evidence, based on evaluation results, of significant deficits in language. The impairment may manifest in significant difficulties affecting one or more of the following areas:
 - i. Listening comprehension,
 - ii. Oral expression,
 - iii. Social interaction, or
 - iv. Emergent literacy skills (e.g., vocabulary development, phonological awareness, narrative concepts).
- b. One or more documented and dated behavioral observation(s) reveals significant language deficits that interfere with performance or functioning in the typical learning environment.
- c. Results of standardized norm-referenced instruments indicate a significant language deficit in one or more of the areas listed in the Definitions section, as evidenced by standard scores significantly below the mean. If the evaluator is unable to administer a norm-referenced instrument and an alternative scientific, research-based instrument is administered, the instrument must reveal a significant language deficit in one or more of the areas listed in the Definitions section. The significance of the deficits must be determined and based on specifications in the manual of the instruments utilized for evaluation purposes.
- d. Information gathered from the child's parents or legal guardians, teachers, service providers, or caregivers must support the results of the standardized instruments and observations conducted.
- e. The language impairment must have an adverse effect on the child's ability to perform or function in the typical learning environment, thereby demonstrating the need for ESE.
- f. The language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity or limited English proficiency.

2. For students in kindergarten through Grade 12

A student meets the eligibility criteria as a student with a language impairment in need of ESE if all of the following criteria are met:

- a. Due to deficits in the student's language skills, the student does not perform or function adequately for the student's chronological age or to meet grade-level standards, as adopted in Rule 6A-1.09401, F.A.C., in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's chronological age or grade:
 - i. Oral expression,
 - ii. Listening comprehension,
 - iii. Social interaction,

- iv. Written expression,
 - v. Phonological processing, or
 - vi. Reading comprehension.
- b. Due to deficits in the student's language skills, the student does not make sufficient progress to meet chronological age or state-approved grade-level standards pursuant to Rule 6A-1.09401, F.A.C., in one or more of the areas identified in 2.a. of this section when using a process based on the student's response to scientific, research-based intervention.
- c. Evidence of a language impairment is documented based on a comprehensive language evaluation, including all evaluation procedures as specified for students in kindergarten through grade 12, included in Part I of this ESE Policies and Procedures (P&P) under the Conducting Student Evaluations and Reevaluations section. There must be documentation of the following:
- i. Documented and dated observations show evidence of significant language deficits that interfere with the student's performance or functioning in the educational environment.
 - ii. Results of standardized norm-referenced instruments indicate a significant language deficit in one or more of the areas listed in the Definitions section, as evidenced by standard scores significantly below the mean. If the evaluator is unable to administer a norm-referenced instrument and an alternative scientific, research-based instrument is administered, the instrument must reveal a significant language deficit in one or more of the areas listed in the Definitions section. The significance of the deficits must be determined and based on specifications in the manual of the instruments utilized for evaluation purposes.
 - iii. Information gathered from the student's parents or guardians, teachers, and, when appropriate, the student, must support the results of the standardized instruments and observations conducted.
 - iv. At least one additional observation conducted by the speech-language pathologist (SLP) when the language impairment is due to a deficit in pragmatic language and cannot be verified by the use of standardized instruments. The language impairment may be established through the results of the evaluation procedures as specified in the evaluation procedures for students in kindergarten through grade 12, included in Part I of this ESE P&P under the Conducting Student Evaluations and Reevaluations section, and the additional observations conducted subsequent to obtaining consent for evaluation as part of a comprehensive language evaluation. The evaluation report must document the evaluation procedures used, including the group's rationale for overriding results from standardized instruments, the results obtained, and the basis for recommendations. The information gathered from the student's parents or legal guardians, teachers, and, when appropriate, the student, must support the results of the observations conducted.
- d. The group determines that its findings under 2.a. of this section are not primarily the result of factors related to chronological age, gender, culture, ethnicity or limited English proficiency.

Documentation of Determination of Eligibility

For a student suspected of having a language impairment, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates all of the following information:

1. The basis for making the determination, including an assurance that the determination has been made in accordance with subsection 6A-6.0331(6), F.A.C.
2. Noted behavior during the observation of the student and the relationship of that behavior to the student's academic functioning.
3. The educationally relevant medical findings, if any.
4. Whether the student has a language impairment as evidenced by response to intervention data confirming all of the following:
 - a. Performance or functioning discrepancies. The student displays significant discrepancies, for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, including to the extent practicable the peer subgroup, classroom, school, district, and state level comparison groups.
 - b. Rate of progress. When provided with effective implementation of appropriate research-based instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the gap with typical peers or expectations for the chronological age or grade level in which the student is currently enrolled.
 - c. Educational need. The student continues to demonstrate the need for interventions that significantly differ in intensity and duration from what can be provided solely through educational resources and services currently in place, thereby demonstrating a need for exceptional student education due to the adverse effect of the language impairment on the student's ability to perform or function in the educational environment.
5. The determination of the student's parent(s) or guardian(s) and group of qualified professionals concerning the effects of chronological age, culture, gender, ethnicity, patterns of irregular attendance, or limited English proficiency on the student's performance or functioning.
6. Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions, including:
 - a. Documentation of the specific instructional interventions used, the intervention support provided to the individuals implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected
 - b. Documentation that the student's parent(s) or guardian(s) were notified about the state's policies regarding the amount and nature of student performance or functioning data that would be collected and the educational resources and services that would be provided; interventions for increasing the student's rate of progress; and the parental or guardian right to request an evaluation.

Student Evaluation

1. Children in prekindergarten

In addition to the procedures identified in subsection 6A-6.0331(5), F.A.C., the documentation for a prekindergarten child shall include all of the following:

- a. Information from the child's parent(s) or guardian(s) and others, as appropriate, such as teacher(s), service providers, and caregivers, regarding the concerns and description of language skills. This may be completed through a variety of methods, including interviews, checklists, or questionnaires.
- b. One or more documented and dated observation of the child's language skills conducted by the SLP in one or more setting, which must include the child's typical learning environment or an environment or situation appropriate for a child of that chronological age.
- c. One or more standardized norm-referenced instrument designed to measure language skills. The instrument must be administered and interpreted by a SLP to determine the nature and severity of the language deficits. If the SLP is unable to administer a norm-referenced instrument, a scientific, research-based alternative instrument may be used. The evaluation report must document the evaluation procedures used, including the rationale for use of an alternative instrument, the results obtained and the basis for recommendations.

2. Students in kindergarten through Grade 12

The provisions in Rule 6A-6.0331(1), F.A.C., regarding general education intervention procedures for students in kindergarten through Grade 12, who are suspected of having a disability and enrolled in public school must be implemented, as well as procedures identified in Rule 6A-6.0331(5), F.A.C., and must include all of the following:

- a. To ensure that the decreased performance or functioning of a student suspected of having a language impairment is not due to a lack of appropriate instruction, the minimum evaluation procedures must include all of the following:
 - i. Review of data that demonstrates the student was provided well-delivered scientific, research-based instruction and interventions addressing the identified areas of concern and delivered by qualified personnel in general or ESE settings.
 - ii. Data-based documentation, which was provided to the student's parents or legal guardians, of repeated measures of performance or functioning at reasonable intervals, communicated in an understandable format, reflecting the student's response to intervention during instruction.
 - iii. Information gathered from the student's parents or legal guardians and teachers, and, when appropriate, the student, regarding the concerns and a description of language skills. This may be completed through a variety of methods including interviews, checklists or questionnaires.
 - iv. Documented and dated observations of the student's language skills conducted by the SLP in one or more settings.
 - v. One or more standardized norm-referenced instrument designed to measure language skills. The instruments must be administered and interpreted by a SLP to determine the nature and severity of the language deficits. If the SLP is unable to administer a norm-referenced instrument, a scientific, research-based alternative instrument may be used. The evaluation report must document the evaluation procedures used, including the rationale for use of an alternative instrument, the results obtained, and the basis for recommendations.
- b. With the exception of one additional observation conducted by the SLP when the language impairment is due to a deficit in pragmatic language that cannot be verified by a standardized assessment, general education activities and interventions conducted prior to initial evaluation in accordance with Rule 6A-6.0331(1), F.A.C., may be used to satisfy the requirements of this rule.

Unique Philosophical, Curricular, or Instructional Considerations

1. Language services

- a. A group of qualified professionals determining eligibility under the requirements of Rule 6A-6.030121, F.A.C., and Rule 6A-6.0331(6), F.A.C., will include a SLP.
- b. A SLP will be involved in the development of the individual educational plan for students with a language impairment, whether as special education or as a related service for an otherwise eligible student with a disability.
- c. Language therapy services will be provided by a certified SLP pursuant to Rule 6A-4.0176, F.A.C., or a licensed SLP pursuant to Chapter 468, F.S., and Rule 64B20-2.001, F.A.C., or a speech-language associate pursuant to Rule 6A-4.01761, F.A.C., or a speech-language pathology assistant pursuant to Chapter 468, F.S.
- d. Students determined eligible as a student with a language impairment have access to any supports and services needed as determined by the individual educational plan team. A student should be identified as a student with a disability using the most appropriate category, but this does not mean that the team must identify every possible category under which the student may be eligible. In addition, there is no requirement that a student be eligible under a given category in order to receive specific services. For example, students determined eligible as a student with a language impairment may have counseling as a related service, a functional behavioral assessment, or academic support for reading or writing even though the student has not been determined to be a student with an emotional or behavioral disability or a specific learning disability.

2. Speech-language associate

- a. Language therapy services provided by a speech-language associate as specified in Rule 6A-4.01761, F.A.C., will be under the direction of a certified or licensed SLP with a master's degree or higher in speech-language pathology. Services under this rule can be provided for a period of three years, as described in s. 1012.44, F.S., in school districts that qualify for the sparsity supplement as described in s. 1011.62(7), F.S.
- b. The school district will submit a plan to the Florida Department of Education for approval before implementation of Rule 6A-4.01761, F.A.C. The components of the plan must include a description of:
 - i. The model, specifying the type and amount of direction including, but not limited to, direct observation, support, training and instruction;
 - ii. The rationale for using this model;
 - iii. The manner in which the associate will be required to demonstrate competency;
 - iv. The process for monitoring the quality of services;

v. The process for measuring student progress; and

vi. The manner in which the speech-language associate will meet the requirements of the annual school district professional development plan for instructional personnel.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students with language impairments.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

DRAFT

Section B.15: Exceptional Student Education Eligibility for Students who are Visually Impaired

Statutory and Regulatory Citations

34 C.F.R. §§ 300.8, 300.34, 300.172 and 300.324

Sections 1003.55, 1003.57 and 1003.575, F.S.

Rules 6A-1.09401, 6A-6.03014, 6A-6.0331 and 6A-6.03411, F.A.C.

Definitions

Visual impairment including blindness means any impairment in vision regardless of significance or severity that, even with correction, adversely affects the student's educational performance. The term includes both partial sight and blindness, including ocular, brain-based and neurological disorders.

Teacher of the visually impaired means an individual who is certified in the area of visually impaired in accordance with Rule 6A-4.0178, Florida Administrative Code (F.A.C.).

Student Evaluation

A full and individual evaluation must be conducted by a school district to identify a student with a visual impairment as eligible for exceptional student education and consider the individual needs of a student with a visual impairment when developing, reviewing, or revising an Individual Educational Plan (IEP) in accordance with Rules 6A-1.09401(1)(j), 6A-1.09414, 6A-6.03028, 6A-6.0331, and 6A-6.03411, F.A.C.

Eligibility determination. For a student who has, or who is suspected of having, a visual impairment, evaluation for eligibility must include a medical report and three assessments as described in paragraphs (3)(b)-(d), unless one or more of the assessments is waived as provided in paragraph (3)(e).

Medical report. A medical report must include a diagnosis or provide information about a student's visual impairment. This medical report must be provided by a licensed ophthalmologist, optometrist, or neurologist.

Functional vision assessment. A functional vision assessment considers the student's performance of daily tasks across a variety of natural environments to determine factors that influence visual access. This assessment must be conducted by a teacher of the visually impaired.

Learning media assessment. A learning media assessment considers and compares learning and literacy media in order to provide recommendations about which visual, tactual, and auditory learning media are appropriate for the student. These recommendations must consider the use of braille in accordance with the requirements of Rule 6A-6.03028(3)(g)8., F.A.C. This assessment must be conducted by a teacher of the visually impaired.

Orientation and mobility screening. The district must conduct an orientation and mobility screening. An orientation and mobility screening considers the travel needs and abilities of the student in a variety of environments. The screening must be conducted by a person who holds an orientation and mobility certification or endorsement.

Assessment Waiver

If one of the assessments described in paragraphs (3)(b)-(3)(d) provides sufficient information to determine that a student with a visual impairment is eligible for exceptional student education, the other assessments must be waived for the purpose of determining eligibility. However, if the assessments were waived because they were not necessary to determine eligibility, the assessments that were waived must be completed during the IEP process.

Once a student with a visual impairment is determined eligible for exceptional student education, the district must conduct the assessments and screening as described below.

(a) The district must conduct any assessment waived for the eligibility determination as provided in paragraph (3)(e).

(b) The district must conduct a special skills assessment. A special skills assessment evaluates skills aligned with content knowledge as described in Rule 6A-1.09401(1)(j), F.A.C. This assessment must be conducted by a teacher of the visually impaired.

Reevaluation

Reevaluation of students with visual impairment must comply with Rule 6A-6.0331(7), F.A.C., and, in addition, the reevaluation must include:

1. A medical report as referenced in paragraph (3)(a), unless a medical report is waived by the student's IEP team if the team finds that there is no suspected change in visual functioning, or if the team is provided a physician's written recommendation to waive the medical report for students with bilateral anophthalmia; and
2. An evaluation of skills known to be impacted by visual impairment as required for determining initial eligibility.

Supportive Services

The district must make available referral forms, links, and technical support contacts for services to students and parents. These resources include:

(a) Critical Initiatives in Visual Impairment Project Florida State University (CIVI-FSU);

(b) Florida Division of Blind Services (DBS);

(c) Florida Division of Vocational Rehabilitation (VR);

(d) Florida Instructional Materials Center for the Visually Impaired (FIMC-VI);

(e) Florida Low Vision Initiative (FLVI); and

(f) Florida School for the Deaf and the Blind (FSDB).

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students with VIs.

- The school district has provided additional information for this section in Appendix B of this document.
 There is no additional information for this section.

Section B.16: Provision of Occupational Therapy to Exceptional Students as a Related Service

Statutory and Regulatory Citations

34 CFR §300.34
Chapters 456 and 468, Part III, F.S.
Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and Chapter 64B-11, F.A.C.

Definitions

1. Occupational therapy means services provided by a licensed occupational therapist or a licensed occupational therapy assistant.
2. Related service provider means the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service.
3. Include input from the occupational therapist to assist the individual educational plan (IEP), educational plan (EP) or individualized family support plan (IFSP) team when the educational need for occupational therapy as a related service is being determined.

Assessments

As defined in s. 468.203, F.S., prior to the provision of occupational therapy, assessments shall be conducted by the related service provider. Rule 6A-6.03024(1)(c), F.A.C., defines a related service provider as the licensed occupational therapist responsible for the assessment and provision of school-based occupational therapy as a related service as defined in s. 1003.01(3)(b), F.S., and Rule 6A-6.03411(1)(dd)3.f., F.A.C.

Determination of Need for Occupational Therapy

To determine the need for occupational therapy as a related service for the IEP, EP or IFSP team shall:

1. Review assessments conducted by the related service provider and all other relevant data; and
2. Determine if occupational therapy services are needed to assist a student to benefit from specially designed instruction.

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed occupational therapist shall provide input to assist the IEP, EP or IFSP team when:
 - a. The educational need for occupational therapy as a related service is being determined, and
 - b. A student who is receiving occupational therapy as a related service is being reviewed by the IEP, EP or IFSP team.
2. Once the educational need for occupational therapy has been determined in accordance with Rule 6A-6.03024, F.A.C., a plan of treatment as referenced in s. 468.203, F.S., shall be developed. The plan of treatment may be included as a part of the IEP, EP or IFSP.
3. Pursuant to s. 468.203, F.S., occupational therapy:
 - a. May be provided by either a licensed occupational therapist or a licensed occupational therapy assistant.
 - b. The occupational therapy assistant is supervised by the licensed occupational therapist.
 - c. The licensed occupational therapist provides both initial direction in developing a plan of treatment and periodic inspection of the actual implementation of the plan. Such a plan of treatment shall not be altered by the supervised individual without prior consultation with, and the approval of, the supervising occupational therapist.
 - d. The supervising occupational therapist need not always be physically present or on the premises when the licensed occupational therapy assistant is performing services. However, except in cases of emergency, supervision shall require the availability of the supervising occupational therapist for consultation with and direction of the supervised individual.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students who need occupational therapy.

- The school district has provided additional information for this section in Appendix B of this document.
 There is no additional information for this section.

Section B.17: Provision of Physical Therapy to Exceptional Students as a Related Service

Statutory and Regulatory Citations

34 CFR §300.34

Chapters 456, 458, 459, 461, 466 and 486, F.S.

Sections 1003.01 and 1003.57, F.S.

Rules 6A-6.030191, 6A-6.03024, 6A-6.03028, 6A-6.03411 and 64B17-6.001, F.A.C.

Definitions

1. Physical therapy means services provided by a licensed physical therapist or a licensed physical therapist assistant.
2. Related service provider means the licensed physical therapist responsible for the assessment and provision of school-based physical therapy as a related service.

Assessments

As defined in s. 486.021, F.S., prior to the provision of physical therapy, assessments shall be conducted by the related service provider. Rule 6A-6.03024(1)(c), F.A.C., defines a related service provider as the licensed physical therapist responsible for the assessment and provision of school-based physical therapy as a related service, as defined in s. 1003.01(3)(b), F.S., and Rule 6A-6.03411(1)(dd)3.i., F.A.C.

Determination of Need for Physical Therapy

To determine need for physical therapy as a related service for the individual educational plan (IEP), educational plan (EP) or individualized family support plan (IFSP), the team shall:

1. Review assessments conducted by the related service provider and all other relevant data; and
2. Determine if physical therapy services are needed to assist a student to benefit from specially designed instruction.

Unique Philosophical, Curricular, or Instructional Considerations

1. The licensed therapist or licensed assistant shall provide input to assist the IEP, EP, or IFSP team when:
 - a. The educational need for physical therapy as a related service is being determined, and
 - b. A student who is receiving physical therapy as a related service is being reviewed by the IEP, EP, or IFSP team.
2. Once the educational need for physical therapy has been determined in accordance with the provisions of this rule, a plan of treatment as referenced in s. 468.203, F.S., shall be developed. The plan of treatment may be included as a part of the IEP, EP or IFSP.
3. Pursuant to s. 486.021, F.S., physical therapy may be provided by either a licensed physical therapist or a licensed physical therapist assistant, who is under the general supervision of a physical therapist. The supervision of a physical therapist assistant shall not require on-site supervision by the physical therapist.
4. Pursuant to Rule 64B17-6.001, F.A.C., the supervising physical therapist shall be:
 - a. Accessible at all times by two-way communication, which enables the physical therapist to respond to an inquiry when made and to be readily available for consultation during the delivery of care.
 - b. Within the same geographic location as the physical therapist assistant.
 - c. Provided both initial direction in developing a plan of treatment and ensuring the plan is appropriately implemented on a consistent basis. The supervised individual cannot change the plan of treatment without prior consultation with, and the approval of, the supervising physical therapist.
 - d. Readily available to the physical therapist assistant with emphasis placed on directing the assistant through frequent reporting, both verbal and written and frequent observations of the care rendered.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for students who need physical therapy.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

Section C: Administrative and Regulatory Citations

Statutory and Regulatory Citations

34 CFR §§300.29, 300.106, 300.110, 300.320 through 300.328, and 300.503

Sections 1001.02, 1002.20, 1002.3105, 1003.01, 1003.4203, 1003.4282, 1003.4285, 1003.57, 1003.5715, 1003.5716, 1003.572, 1008.22 and 1008.212, F.S.

Rules 6A-1.0943, 6A-1.09441, 6A-1.0996, 6A-1.09963, 6A-6.03028, 6A-6.0311 through 6A-6.0361, and 6A-6.03311, F.A.C.

Definition

An individual educational plan (IEP) is a written statement for a student with a disability that is developed, reviewed and revised in accordance with Rule 6A-6.03028, F.A.C. Parents are partners with schools and school district personnel in developing, reviewing and revising IEPs. The procedures for the development of IEPs for students with disabilities are as follows:

Note: Since an educational plan (EP) is defined in Rule 6A-6.030191, F.A.C., as being developed for students identified solely as gifted, an IEP rather than an EP is developed for students who are gifted and have also been identified as having a disability.

Procedures

1. Role of parents

The role of the parents in developing IEPs includes, but is not limited to:

- a. Providing critical information regarding the strengths of their student;
- b. Expressing their concerns for enhancing the education of their student so that their student can receive a free appropriate public education (FAPE);
- c. Participating in discussions about the student's need for special education and related services;
- d. Participating in deciding how the student will be involved and progress in the general education curriculum, including participation in state and school district assessments;
- e. Participating in the determination of what services the school district will provide to their student and in what setting; and
- f. Participating in the determination of which course of study leading to a standard diploma the student will pursue, consistent with s. 1003.4282, F.S., to include a course of study leading to a Scholar or Industry Scholar designation in accordance with s. 1003.4285, F.S.
- g. For the IEP in effect at the beginning of the school year the student is expected to graduate, a signed statement by the parent or guardian or the student, if the student has reached the age of majority and rights have transferred to the student, that he or she understands the process for deferment and identifying if the student will defer the receipt of his or her standard high school diploma, must be included in the student's IEP.

2. Parent participation in IEP team meetings

The school district shall establish procedures that provide for parents, guardians, surrogate parents or persons acting in loco parentis to participate in decisions concerning the IEP. Parents of each student with a disability must be members of any group that makes decisions on the educational placement of their child.

- a. To ensure that parents are present at each meeting, or are afforded the opportunity to participate at each meeting the following must occur:
 - i. Parents are notified of the meeting early enough to ensure that they have an opportunity to attend.
 - ii. The meeting is scheduled at a mutually agreed upon time and place.
 - iii. A written notice to the parent indicates the purpose; time; location of the meeting; and who, by title or position, will be in attendance; and includes a statement informing the parents that they have the right to invite individuals with special knowledge or expertise about their child. Parents may also request that a Part C service coordinator or other representative of the Part C system be invited to attend the initial IEP team meeting for a child previously receiving early intervention services under Part C of IDEA. Parents may also be accompanied by an adult of their choice at a meeting with school district personnel.
 - iv. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student must also be included as part of the IEP team. Consistent with federal law, the determination of knowledge or special expertise must be made by the party (parent or school district) who invites the individual to be a member of the IEP team.
 - v. Decisions as to which teachers and special education providers are members of the IEP team are made by the school district, based on the needs of the student.
 - vi. The written notice to the parent clearly indicates which persons invited to the IEP team meeting are required members of the IEP team and, thus, would require excusal as described in subsection 4 below.

Any time an IEP team meeting is convened for the purpose of reviewing or changing a student's IEP as it relates to administration of the Florida Alternate Assessment and the provision of instruction in the state standards access points curriculum, or placement of the student in an exceptional student education (ESE) center, the school must provide the notice to the parent at least 10 days prior to the meeting.

- b. Not later than the first IEP to be in effect when the student attains the age of 12 or seventh grade, whichever occurs first (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be to identify the transition services needs of the student and that the school district will invite the student.
- c. The provision of information must be given to the student and the parents about the following resources:

- i. The school district's high school-level transition services, career and technical education, and collegiate programs available to students with disabilities and how to access them;
 - ii. School-based transition programs; and
 - iii. Programs and services available through the Florida Center for Students with Unique Abilities, the Florida Centers for Independent Living, the Division of Vocational Rehabilitation, the Agency for Persons with Disabilities, and the Division of Blind Services.
- d. Not later than the first IEP to be in effect when the student turns 14 or enters high school (or younger, if determined appropriate by the IEP team), the notice must also indicate that a purpose of the meeting will be the consideration of postsecondary and career goals and transition services for the student, which must be operational and in place to begin implementation not later than the first day of the student's first year of high school, and that the school district will invite the student and identify any other agency that will be invited to send a representative to the meeting.
- e. If neither parent can attend, the school district uses other methods to ensure parent participation, including individual or conference telephone calls or video conferencing.
- f. A meeting may be conducted without a parent in attendance if the school district is unable to obtain the attendance of the parent. In this case, the school district maintains a record of its attempts to arrange a mutually agreed upon time and place. These records include such items as:
- i. Detailed records of telephone calls made or attempted, and the results of those calls;
 - ii. Copies of correspondence sent to the parents and any responses received; and
 - iii. Detailed records of visits made to the parents' home or place of employment, and the results of those visits.
- g. The school district takes whatever action is necessary to ensure that the parents, and the student when the student is age 12 or in grade 7, whichever occurs first, understand the proceedings at a meeting, including arranging for an interpreter for parents and students who are deaf or whose native language is other than English.
- h. A meeting does not include informal or unscheduled conversations involving school district personnel and conversations on issues such as teaching methodology, lesson plans or coordination of service provision. A meeting also does not include preparatory activities that school district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.
- i. The school district provides the parent with a copy of the IEP at no cost to the parent.

3. IEP team participants

The IEP team, with a reasonable number of participants, shall include:

- a. The parents of the student
- b. At least one regular education teacher of the student, if the student is or may be participating in the regular education environment. The regular education teacher of a student with a disability participates, to the extent appropriate, in the development, review, and revision of the student's IEP, including assisting in the determination of:
 - i. Appropriate positive behavioral interventions and supports and other strategies for the student; and
 - ii. Supplementary aids and services, classroom accommodations, modifications, or supports for school personnel to be provided for the student.
- c. At least one special education teacher of the student, or, where appropriate, one special education provider of the student
- d. A representative of the school district who is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities, knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of the school district. At the school district's discretion, the student's special education teacher may be designated to also serve as the school district representative, if the teacher meets these requirements.
- e. An individual who can interpret the instructional implications of evaluation results. Another member of the IEP team may fulfill this role.
- f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel. The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the IEP team meeting.
- g. The student, if appropriate, and in all cases where a purpose of the meeting will be the identification of the student's transition services needs or consideration of postsecondary and career goals for the student and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP team meeting to identify transition services needs or consider postsecondary and career goals and transition services, the school district takes other steps to ensure that the student's preferences and interests are considered.
- h. Agency representatives—To the extent appropriate and with the consent of the parents or a student who has reached the age of majority, the school district will invite a representative of any participating agency that may be responsible for providing or paying for transition services. Parental consent or the consent of the student who has reached the age of majority must also be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.
 - i. In the case of a student who was previously served and received early intervention services under Part C of the IDEA, the Part C service coordinator or other representatives of the Part C system must be invited to the initial IEP team meeting, at the request of the parent, to assist with the smooth transition of services.
 - j. The school district will determine the specific personnel to fill the roles.

4. IEP team member excusal

- a. A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree, in writing, that the attendance of the member is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting.
- b. A member of the IEP team also may be excused from attending an IEP team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if the parent, in writing, and the school district consent to the excusal and the member submits, in writing to the parent and the IEP team, input into the development of the IEP prior to the meeting.
- c. The school district has designated the following individuals, by name or position, as having the authority to make the agreement with the parent, or provide consent on behalf of the school district, to excuse an IEP team member from attending an IEP team meeting.

Identify the individuals, by title or position, who have been granted this authority.

The LEA representative of the IEP team may excuse an IEP team member with parent agreement. This will be reflected in the IEP meeting notes.

4. IEP team member excusal (continued)

- d. If a required IEP team member is unable to attend the meeting as scheduled, the parent can agree to continue with the meeting and request an additional meeting if more information is needed, or request that the meeting be rescheduled.

5. Transition of children with disabilities from the infants and toddlers early intervention program

- a. An IEP or an individual family support plan (IFSP) must be developed and implemented by the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities.
- b. Each school district shall participate in transition planning conferences arranged by the state lead agency for the infants and toddlers with disabilities early intervention program.
- c. If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.

6. IEP timelines

Timelines for IEPs include the following:

- a. An IEP that has been reviewed, and, if appropriate, revised periodically, but not less than annually, must be in effect at the beginning of each school year for each eligible student with a disability within the school district's jurisdiction.
- b. An IEP must be developed within 30 calendar days following the determination of a student's eligibility for special education and related services and be in effect prior to the provision of these services.
- c. A meeting shall be held at least annually to review, and revise, as appropriate, each IEP.

7. Considerations in IEP development, review, and revision

The IEP team considers the following factors in the development, review, and revision of the IEP:

- a. Strengths of the student and concerns of the parents for enhancing the education of their child
- b. Results of the initial or most recent evaluation or reevaluation
- c. As appropriate, results of the student's performance on state or districtwide assessments
- d. Academic, developmental and functional needs of the student.
- e. In the case of a student whose behavior impedes the student's learning or the learning of others, strategies, including the use of positive behavioral interventions, supports, and other strategies to address that behavior.
- f. In the case of a student with limited English proficiency, the language needs of the student as related to the IEP.
- g. In the case of a student who is blind or visually impaired, the provision of instruction in braille and the use of braille unless the IEP team determines, after an evaluation of the student's reading and writing skills needs, including future needs and appropriate reading and writing media (including an evaluation of the student's future need for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student.
- h. The communication needs of the student
 - i. In the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode. Rule 6A-6.03028(3)(g), F.A.C., requires the use of the Communication Plan form (available at <https://www.flrules.org/gateway/reference.asp?No=Ref-04776>) adopted by the State Board of Education during the development of the IEP for students who are deaf or hard of hearing or have a dual sensory impairment. Use of this plan will ensure that IEP teams are considering the instructional needs of these students in a more comprehensive manner.
- j. Whether the student requires assistive technology devices or services. On a case-by-case basis, the use of school-purchased assistive technology devices in a student's home or other settings is required if the IEP team determines that the student needs access to those devices to receive a FAPE.

k. At least annually, whether extended school year (ESY) services are necessary for the provision of a FAPE to the student if the IEP team determines, on an individual basis, that the services are necessary. School districts may not limit ESY to categories of a disability or unilaterally limit the type, amount or duration of those services. ESY services must be consistent with the following:

- i. Pursuant to 34 C.F.R. § 300.106, ESY services must be considered by the IEP or IFSP team as part of the provision of FAPE for students with disabilities. ESY is special education and related services that are provided to a student with a disability beyond the normal school year of the school district, in accordance with the child's IEP or IFSP and at no cost to the parent of the student and meets the standards of the state educational agency.
- ii. ESY is not intended to provide education beyond that which has been determined necessary by the IEP or IFSP team to ensure a FAPE. In many cases, not all the services specified in an individual student's IEP or IFSP for the school year need to be provided as part of ESY services.
- iii. Parental requests for ESY services must be considered; however, if ESY services are requested by the parent and the IEP or IFSP team does not determine the provision of the requested ESY services as necessary for the provision of a FAPE, then a written informed notice of refusal must be provided.

Describe the district's procedures for determining the need for ESY services for individual students.

The determination of need for ESY is a data-based decision made by the IEP team in order to ensure the student receives a free and appropriate public education (FAPE). The consideration of Extended school year (ESY) services (special education and related services) for students are required if the IEP team or Individualized family support plan (IFSP) has reason to believe that the provision of a free appropriate public education (FAPE) for an individual student would be jeopardized without such services. It is important that a variety of criteria or factors be considered when determining whether ESY services are necessary in order to ensure the provision of FAPE. When determining the need for ESY services (special education and related services) for individual students, IEP or IFSP teams engage in a determination of needs process that entails examining the following information and data: a). Regression/Recoupment - Without special education and related services there is a substantial likelihood of substantial regression of critical skills caused by the school break and a failure to recover those lost skills in a reasonable time following the school break. b). Interfering Behaviors- the IEP committee determines whether any interfering behaviors, such as stereotypic, ritualistic, aggressive, or self-injurious behaviors targeted by the IEP goals and objectives have prevented the student from receiving benefit from the educational program during the previous school year and whether interruption of instruction on those objectives caused by a school break will prevent the student from receiving benefit from the educational program during the next school year. c). Critical Point of Instruction - The IEP committee determines whether, without ESY services, the student requires instruction in a critical area(s), which results in the likelihood of preventing the student from receiving benefit from the educational program during the regular school year without ESY services. d). Emerging Skills Breakthrough – The IEP team reviews all goals and objectives targeting critical life skills to determine whether any of the skills are at a breakthrough point. When critical life skills are at this point, the IEP committee determines whether the interruption of instruction on those goals and objectives caused by the school break is likely to prevent the student from receiving benefit from the educational program. e). Nature/Severity of Disability - The IEP committee determines whether, without ESY services, the nature and/or severity of the student's disability is likely to prevent the student from receiving benefit from the educational program during the regular school year without ESY services. f). Degree of Progress- The IEP committee reviews the student's progress toward goals on critical life skills and determines whether without ESY services, the student's degree of progress toward the goals will prevent the student from receiving benefit from his/her educational program during the regular school year. g). Extenuating Circumstances - The IEP team considers any extenuating circumstances related to the student's current situation, such as parental concerns, legal considerations, and special needs of the students, not covered above. Examples of students who may require ESY services under this criterion include, but are not limited to, the following: 1). A student who has recently obtained paid employment and requires the services of a job coach in order to maintain successful employment. 2). A student who requires ESY services in order to remain in his or her existing LRE and prevent movement to a more restrictive setting. 3). A student whose frequent health-related absences have significantly impeded progress on goals related to critical life skills. IEP teams consider a student's need for ESY at each annual IEP review and again at interim IEP reviews if applicable. Data collection is ongoing throughout the school year, and as an added measure, IEP teams consider the need (review available information and analyze data) for ESY for all ESE students in the early spring. IEP meetings are scheduled accordingly. In an effort to address any negative impacts related to emergency school closures, ESY may not be limited to summer, and IEP teams can consider the implementation of ESY throughout the school year. The school district will not limit the provision of ESY services to particular categories of disabilities or unilaterally limit the type, amount or duration of the services (Rule 6A-6.03028(3)(g)11.b., F.A.C.). Determinations concerning the duration, frequency, and type of ESY services will be individualized and documented on the student's IEP.

ESY services may be provided as school-based instruction with related services, computer-assisted programs, take-home instructional materials with consultation support, related services, and other methods determined by the IEP team to address the student's individualized needs. Additionally, ESY services may be delivered remotely, or face to face and will be designed to assist to close any learning gaps, including related services therapies, as well as preview for the next grade level. It is important to note that ESY services provided throughout the school year are not meant to supplement the annual ESY consideration requirement for SWDs. Appropriate data to be reviewed may include, but is not limited to, the following: Pattern of regression after past breaks in service, negative impacts of emergency school closures, individualized education plans, positive behavioral support plans, report cards, work samples, probes/running records, pre/post-test before/after breaks, teacher-made checklists, frequency charts, progress on annual goals, anecdotal records from home/school, referrals/discipline files, point sheets, therapy logs, and other documentation related to extenuating circumstances. In addition, parents, teachers, and other professionals are all valuable sources of information.

Describe the school district's procedures for informing staff that varying amounts, types and durations of ESY services are possible based on the individual needs of a student. (Any predetermination or set policy on the amount of time ESY will be provided is contrary to the regulations.)

The district has procedures for informing staff that varying amounts, types and durations of ESY services (special education and related services) are based on the individual needs of a student. Examples of various types of ESY include the following: direct instruction or support facilitation once or more per week, therapy, web-based learning (with or without periodic consultation or support facilitation), computer software, take-home instructional materials, and consultation. Also, some students may engage in credit recovery during the regular school year. District staff (ESE administrators, ESE Staffing specialists, and ESE Curriculum specialists) share this information with all ESE teachers at the start of each school year. In addition, ESE specialists meet with school-based ESE teacher teams on a monthly basis and share this information periodically. When IEP teams consider a student's need for ESY, they are encouraged to engage in a structured determination of needs process. The process in part requires teachers to consider varying amounts, types, and durations of ESY services based on the student's individual needs. An ESE district specialist monitors the various ESY service delivery models and helps to ensure the district's ESY policies and procedures are shared with ESE personnel and are implemented with fidelity. Also, district ESY best practices and procedures are available to all teachers in the district's ESE information portal.

7. Considerations in IEP development, review and revision (continued)

- I. If, after considering all the factors mentioned above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation or other modification, to receive a FAPE, the IEP includes a statement to that effect.

8. Prior Written Notice

Written notice must be given to the parents of a child with a disability within a reasonable time before the school district:

- a. Proposes to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE; or
- b. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.

The content of the notice must be written in language understandable to the public and provided in the native language or other mode of communication used by the parents unless it is not feasible to do so. If it is not feasible, the school district must take steps to ensure that there is evidence that the notice is translated orally or by other means to the parents in the native language or other mode of communication used by the parents and must include the following:

- a. A description of the action proposed or refused by the school district;
- b. An explanation of why the school district proposes or refuses to take the action;
- c. A description of each evaluation procedure, assessment, record or report the school district used as a basis for the proposed or refused action;
- d. A statement that the parents of a child with a disability have protection under the procedural safeguards if the notice is not an initial referral for evaluation and how a copy of a description of the procedural safeguards can be obtained;
- e. Sources for the parents to contact to obtain assistance in understanding the notice;
- f. A description of other options that the IEP team considered and the reasons why those options were rejected; and
- g. A description of other factors that are relevant to the school district's proposal or refusal.

9. Content of the IEP

Each IEP must include the following:

- a. A statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general education curriculum, or for prekindergarten children, as appropriate, how the disability affects the student's participation in appropriate activities.
- b. A statement of measurable annual goals, including academic and functional goals designed to meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general education curriculum or for prekindergarten children, as appropriate, to participate in appropriate activities and meeting each of the student's other educational needs that result from the student's disability.
- c. A description of benchmarks or short-term objectives for students with disabilities who take alternate assessments aligned to alternate achievement standards, or any other student with a disability, at the discretion of the IEP team.
- d. A statement of the special education and related services, and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student..
- e. A statement of the classroom accommodations, modifications or supports for school personnel that will be provided for the student to advance appropriately toward attaining the annual goals; be involved and progress in the general education curriculum; to participate in extracurricular and other nonacademic activities; and to be educated and participate with other students with disabilities and without disabilities in compliance with state and federal laws. (A parent must provide signed consent for a student to receive instructional accommodations that would not be permitted on the statewide assessments and must acknowledge in writing that he or she understands the implications of such accommodations.)
- f. An explanation of the extent, if any, to which the student will not participate with students without disabilities in the regular class or in the activities described above.
- g. A statement addressing any individual appropriate accommodations necessary to measure the academic achievement and functional performance of the student on the statewide, standardized assessments or school district assessments. Accommodations that negate the validity of a statewide assessment are not allowable in accordance with s. 1008.22, F.S. If the IEP team determines that the student will take the Florida Alternate Assessment instead of other statewide, standardized assessments or an alternate school district assessment of student achievement, the IEP must include a statement of why the student cannot participate in other statewide, standardized assessments or school district assessments and, if applicable why the particular school district alternate assessment selected is appropriate for the student. If a student does not participate in the statewide, standardized assessment program as a result of being granted an extraordinary exemption in accordance with s. 1008.212, F.S., or an exemption due to medical complexity in accordance with s. 1008.22(12), F.S., the school district must notify the student's parent and provide the parent with information regarding the implications of such nonparticipation in accordance with s. 1008.22(3), F.S.
- h. The projected date for the beginning of the special education, services, accommodations and modifications described and the anticipated frequency, location and duration of those services.
- i. A statement of how the student's progress toward meeting the annual goals will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as using quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
- j. A statement to identify any Career and Professional Education (CAPE) digital tool certificates and CAPE industry certifications the student seeks to attain before high school graduation.

10. Transitional needs addressed within IEP

- a. During the student's seventh grade year or when a student attains the age of 12, whichever occurs first, IEP teams must begin the process of identifying the need for transition services of students with disabilities before the student enters high school or attains the age of 14, whichever occurs first, to have identified postsecondary and career goals. The plan must be operational and in place to begin implementation on the first day of the student's first year in high school. This process must include, but is not limited to, the following:

- i. Consideration of the student's need for instruction or the provision of information in self-determination and self-advocacy to assist the student to be able to participate in IEP team meetings actively and effectively.
 - ii. Preparation for the student to graduate from high school with a standard high school diploma pursuant to s. [1003.4282](#), F.S., with a Scholar designation unless the parent chooses an Industry Scholar designation.
 - iii. Provision of the information to the student and his or her parent of the school district's high school-level transition services, career and technical education, and collegiate programs available to students with disabilities and how to access such programs. Information shall also be provided on school-based transition programs and programs and services available through Florida's Center for Students with Unique Abilities, the Florida Centers for Independent Living, the Division of Vocational Rehabilitation, the Agency for Persons with Disabilities, and the Division of Blind Services. Referral forms, links, and technical support contacts for these services must be provided to students and parents at IEP team meetings.
- b. Beginning not later than the first IEP to be in effect when the student enters high school, attains the age of 14, or when determined appropriate by the parent and the IEP team, whichever occurs first, the IEP must include the following statements that must be updated annually:
- i. A statement of intent to pursue a standard high school diploma and a Scholar or Industry Scholar designation, as determined by the parent.
 - ii. A statement that documents discussion of the process for a student with a disability who meets the requirements for a standard high school diploma to defer the receipt of such diploma.
 - iii. The IEP in effect at the beginning of the school year the student is expected to graduate, must include a signed statement by the parent, the guardian or the student, if the student has reached the age of majority and rights have transferred to the student, that he or she understands the process for deferment and identifying if the student will defer the receipt of diploma.
 - iv. A statement of intent to receive a standard high school diploma before the student attains the age of 22 and a description of how the student will fully meet the requirements in s. [1003.4282](#), F.S. The IEP must also specify the outcomes and the additional benefits expected by the parent and the IEP team at the time of the student's graduation.
 - v. A statement of appropriate measurable long-term postsecondary education and career goals based upon age-appropriate transition assessments related to training; education; employment; and, if appropriate, independent living skills and the transition services, including courses of study needed to assist the student in reaching those goals.
 - vi. Any change in the IEP for the goals specified above must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent as provided in s. [1003.572](#), F.S.
 - vii. If a participating agency responsible for transition services, other than the school district, fails to provide the transition services described in the IEP, the school district shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP. However, this does not relieve any participating agency of the responsibility to provide or pay for any transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.
- c. Beginning at least one year before the student's 18th birthday, a statement that the student has been informed of his or her rights that will transfer from the parent to the student on reaching the age of majority, which is 18 years of age.
- d. Beginning with the 2015-2016 school year, a statement identifying CAPE digital tool certificates and the CAPE industry certifications that the student seeks to attain before high school graduation, if any, pursuant to s. [1003.4203](#), F.S.
- e. For students whose eligibility terminates due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law, a school district must provide the student with a summary of the student's academic achievement and functional performance, which should include recommendations on how to assist the student with meeting the postsecondary and career goals.

11. Requirements for a Standard Diploma

The requirements for a standard diploma are found in s. [1003.4282](#), F.S., and Rule [6A-6.03028](#), F.A.C.

12. High School Graduation Requirements for Students with Disabilities

a. General requirements.

Students with disabilities entering grade 9 may attain a standard diploma and earn standard diploma designations by meeting the requirements in ss. [1003.4282\(1\)-\(9\)](#) or [1002.3105\(5\)](#), or [1003.4282\(10\)](#) and [1003.4285](#), F.S. Nothing contained in Rule [6A-1.09963](#), F.A.C., shall be construed to limit or restrict the right of a student with a disability solely to the options described in Rule [6A-1.09963](#), F.A.C. A certificate of completion will be awarded to students who earn the required 18 or 24 credits required for graduation, but who do not achieve the required grade-point average or who do not pass required assessments unless a waiver of the results has been granted in accordance with s. [1008.22\(3\)\(d\)2.](#), F.S., or participation in a statewide assessment has been exempted in accordance with s. [1008.212](#), F.S., or s. [1008.22\(12\)](#), F.S.

b. Definitions from Rule [6A-1.09963](#), F.A.C.

- i. Access courses. Access courses are approved by the State Board of Education and are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule [6A-1.09441](#), F.A.C. Access courses are based on the access points. Access points are academic expectations intended only for students with the most significant cognitive disabilities and are designed to provide these students with access to the general education curriculum.
- ii. Alternate assessment. In accordance with s. [1008.22\(3\)\(d\)](#), F.S., an alternate assessment is a statewide standardized assessment designed for students with significant cognitive disabilities to measure performance on the access points.
- iii. Employment transition plan. A plan that meets the requirements of s. [1003.4282\(8\)\(b\)2.d.](#), F.S. This plan is separate from the IEP.

- iv. Eligible Career and Technical Education (CTE) courses include any ESE or general education CTE course that contains content related to the course for which it is substituting. Modifications to the expectations or outcomes of the curriculum, known as modified occupational completion points (MOCs), are allowable and may be necessary for a student who takes access courses and participates in the alternate assessment. Modifications may include modified course requirements. Modifications to curriculum outcomes should be considered only after all appropriate accommodations are in place. MOCs must be developed for students in conjunction with their IEP and must be documented on the IEP. Course outcomes may be modified through the IEP process for secondary students with disabilities who are enrolled in a postsecondary program if the student is earning secondary (high school) credit for the program.
- c. Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with Rule 6A-1.0943(5), F.A.C., and instruction in access points is the most appropriate means of providing the student access to the general education curriculum. Students must meet the graduation requirements specified in s. 1003.4282(1)-(9), F.S., or s. 1002.3105(5), F.S., through the access course specified for each required core course, through more rigorous ESE courses in the same content area, or through core academic courses. Eligible access courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
- i. Eligible CTE courses, as defined in Rule 6A-1.09963(2)(e), F.A.C., may
 - ii. substitute for Access English IV; one mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one science credit, with the exception of Access Biology; and one social studies credit, with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
 - iii. Participation in the Florida Alternate Assessment in reading, mathematics, and science is required until replaced by Florida Alternate Assessments in English Language Arts I, II, and III, Algebra I, Geometry, Algebra II, Biology I, and United States History.
 - iv. A score of at least a Level 4 on the Florida Alternate Assessment in reading and math must be attained, until replaced by the Grade 10 English Language Arts alternate assessment and the end-of-course (EOC) assessment for Access Algebra I, unless assessment results are waived in accordance with s. 1008.22(3)(d), F.S. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(d), F.S., must be approved by the parents and is subject to verification for appropriateness by an independent reviewer selected by the parents as provided for in s. 1003.572, F.S.
 - v. For those students whose performance on standardized assessments is waived by the IEP team as approved by the parent, the development of a graduation portfolio of quantifiable evidence of achievement is required. The portfolio must include a listing of courses the student has taken, grades received, student work samples, and other materials that demonstrate growth, improvement, and mastery of required course standards. Multimedia portfolios that contain electronic evidence of progress, including videos and audio recordings, are permissible. Community-based instruction, MOCs, work experience, internships, community service, and postsecondary credit, if any, must be documented in the portfolio.
- d. Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that mastery of both academic and employment competencies is the most appropriate way for the student to demonstrate his or her skills. A student must meet all the graduation requirements specified in s. 1003.4282(1)-(9), F.S., or s. 1002.3105(5), F.S. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
- i. Eligible CTE courses, as defined in Rule 6A-1.09963(2)(e), F.A.C., may substitute for English IV; one mathematics credit, except for Algebra and Geometry; one science credit, with the exception of Biology; and one social studies credit, with the exception of United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.
 - ii. Students must earn a minimum of one-half credit in a course that includes employment. Such employment must be at a minimum wage or above in compliance with the requirements of the Federal Fair Labor Standards Act, for the number of hours a week specified in the student's completed and signed employment transition plan, as specified in s. 1003.4282(8)(b)2.d., F.S., for the equivalent of at least one semester. Additional credits in employment-based courses are permitted as electives.
 - iii. Documented achievement of all components defined in s. 1003.4282(8)(b)2.b., F.S., on the student's employment transition plan.
- e. A waiver of the results of the statewide, standardized assessment requirements by the IEP team, pursuant to s. 1008.22(3)(d), F.S., must be approved by the parents and is subject to verification for appropriateness by an independent reviewer selected by the parents as provided for in s. 1003.572, F.S.
- f. Deferral of receipt of a standard diploma. A student with a disability who meets the standard high school diploma requirements may defer the receipt of the diploma and continue to receive services if the student meets the requirements in s. 1003.4282(8)(c), F.S.
- i. The decision to accept or defer the standard high school diploma must be made during the school year in which the student is expected to meet all requirements for a standard high school diploma. The decision must be noted on the IEP and the parent, or the student over the age of 18 for whom rights have transferred in accordance with Rule 6A-6.03311(8), F.A.C., must sign a separate document stating the decision.
 - 1. The IEP team must review the benefits of deferring the standard high school diploma, including continuation of educational and related services, and describe to the parent and the student all services and program options available to students who defer. This description must be done in writing.
 - 2. School districts must inform the parent and the student, in writing, by January 30 of the year in which the student is expected to meet graduation requirements, that failure to defer receipt of a standard high school diploma after all requirements are met releases the school district from the obligation to provide a FAPE. This communication must state that the deadline for acceptance or deferral of the diploma is May 15 of the year in which the student is expected to meet graduation requirements, and that failure to attend a graduation ceremony does not constitute a deferral.
 - 3. School districts must ensure that the names of students deferring their diploma be submitted to appropriate school district staff for entry in the school district's management information system. Improper coding in the school district database will not constitute failure to defer.
 - ii. A student with a disability who receives a certificate of completion may continue to receive FAPE until his or her 22nd birthday, or, at the discretion of the school district, until the end of the school semester or year in which the student turns 22. Any such student who meets the requirements of the district school board in effect as of June 20, 2014, but who is unable to meet the appropriate special state minimum requirements in effect as of June 20, 2014, shall be awarded a special certificate of completion in a form prescribed by the Commissioner of Education.

13. Separate parental consent for specific actions included in an IEP

In accordance with s. 1003.5715, F.S., effective July 1, 2013, separate parental consent for the following actions in a student's IEP is required:

- a. Administration of an alternate assessment pursuant to s. 1008.22, F.S., and instruction in the state standards access points curriculum and
- b. Placement of the student in an ESE center school.

The district must use the following forms adopted by FDOE for obtaining consent.

- a. Parental Consent Form: Instruction in the State Standards Access Points Curriculum and Florida Alternate Assessment Administration and
- b. Parental Consent Form: Student Placement in an Exceptional Education Center.

In accordance with 34 C.F.R. § 300.503, each consent form must be provided in the parent's native language as defined in 34 C.F.R. § 300.29. Both consent forms can be found in multiple languages at <https://www.fldoe.org/academics/exceptional-student-edu/beess-resources/parental-consent-form-prior-written-no.stml>. A school district may not proceed with the actions described above unless the school district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the school district obtains approval through a due process hearing.

Except for a disciplinary change in placement as described in s. 1003.57(1)(h), F.S., if a school district determines that there is a need to change a student's IEP related to administration of the alternate assessment, instruction in the access points curriculum, or ESE center school placement, the school must hold an IEP team meeting that includes the parent to discuss the reason for the change. The school shall provide written notice to the parent at least 10 days before the meeting, indicating the purpose, time and location of the meeting and who, by title or position, will attend the meeting. The IEP team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

For a change in a student's IEP related to administration of the alternate assessment, instruction in access points curriculum, or ESE center school placement, the school district may not implement the change without parental consent unless the school district documents reasonable efforts to obtain the parent's consent and the student's parent has failed to respond or the school district obtains approval through a due process hearing and resolution of appeals.

14. Least restrictive environment (LRE) and placement determinations

- a. To the maximum extent appropriate, students with disabilities, including those in public or private institutions or other facilities, are educated with students without disabilities. A school district shall use the term "inclusion" to mean that a student is receiving education in a general education regular class setting, reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community; a student with a disability is a valued member of the classroom and school community; the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

Section 1003.57(1)(f), F.S., requires that, once every three years, each school district and school must complete a Best Practices in Inclusive Education (BPIE) assessment. The BPIE is an internal assessment process designed to facilitate the analysis, implementation, and improvement of inclusive educational practices. The results of this process, including all planned short- and long-term improvement efforts, must be included in the school district's ESE policies and procedures.

What is the date the BPIE was completed?

The BPIE was completed on 05/10/2024.

Upload the Plan for Inclusive Education: Short- and Long-Term Improvement Efforts document in Appendix F.

Upload the District Best Practices for Inclusive Education Assessment document (District's BPIE Indicator Rating Tally Sheet) in Appendix F.

What is the anticipated date for the triennial BPIE assessment, if known?

October 2026

14. Least restrictive environment (LRE) and placement determinations (continued)

- b. Special classes, separate schooling or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; and
- c. A continuum of alternative placements must be available to meet the needs of students with disabilities for special education and related services, including instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. A school district must make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

Describe the district's continuum of alternative placements (e.g., instruction in regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions). If your district contracts with another district to provide a placement option, please indicate this as well.

All students with disabilities are educated in the least restrictive environment. The regular classroom is the first placement option for special education services to be considered, but for some students additional placement options may be necessary. The district offers a variety of alternative placements for students with disabilities: Regular Class, Regular Class with Support, Resource Room, Self-contained classes (InD, ASD, EBD, LI) Alternative Discipline Settings, and Hospital/Homebound Instruction. Special classes, more restrictive settings, or other removal of exceptional education students from regular classes shall occur only when the nature or severity of the disability cannot be satisfactorily accommodated with supplementary aids and services in the regular classroom. The emphasis on participation in the general education curriculum is intended to focus attention on the accommodations or modifications necessary to enable students with disabilities to access the general education curricula as well as a strong presumption in favor of a regular classroom placement.

The district contracts with the Clarke School in Duval county. The Clarke school provides services to students with visual impairments ages 3-5 full time; students with visual impairments grades K-8 itinerate; students who are Deaf/Hard of Hearing full time or itinerate grades PreK-5; students who are Deaf/Hard of Hearing itinerate grades 6-12.

Describe the school district's procedures regarding provision for supplementary services to be provided in conjunction with regular class placement.

The extent to which an individual student participates in the regular education setting with the use of supplementary aids and services is determined on a case-by-case basis by the individual educational plan team. This requires individualized inquiry into the unique educational needs of each student so that the team can determine the possible range of aids and supports that would enable the student to be educated satisfactorily in the regular education environment before a more restrictive placement is considered. Supplementary services are provided in regular education classes, nonacademic, and extracurricular settings to enable students with disabilities to be educated with students without disabilities to the maximum extent possible.

14. Least restrictive environment (LRE) and placement determinations (continued)

- d. In determining the educational placement of a student with a disability, including a prekindergarten child with a disability, each school district must ensure that:
 - i. The placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
 - ii. The placement decision is made in accordance with the LRE provisions listed above.
 - iii. The student's placement is determined at least annually, is based on the student's IEP, and is as close as possible to the student's home.
 - iv. Unless the IEP of a student with a disability requires another arrangement, the student is educated in the school that he or she would attend if without disabilities.
 - v. In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs.
 - vi. A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.
- e. In providing or arranging for the provision of nonacademic and extracurricular services and activities (including meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the school district and assistance in making outside employment available), each school district must ensure that each student with a disability participates with students without disabilities to the maximum extent appropriate to the needs of the student. The school district must ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.

15. Review and revision of the IEP

The school district ensures that the IEP team:

- a. Reviews the IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved;
- b. Revises the IEP as appropriate to address:
 - i. Any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate,
 - ii. Results of any reevaluation conducted,
 - iii. Information about the student provided to or by the parents,
 - iv. The student's anticipated needs or other matters, and
 - v. Consideration of the factors described previously (subsection 7);
- c. Responds to a parent's right to ask for revision of the student's IEP; and
- d. Encourages the consolidation of reevaluation meetings for the student and other IEP team meetings for the student, to the extent possible.

16. Changes to the IEP

Changes to the IEP must be made by the entire IEP team at an IEP team meeting and may be made by amending the IEP rather than by redrafting the entire IEP. However, in making changes to the IEP after the annual IEP

team meeting for a school year, the parent and school district may agree to convene an IEP team meeting for purposes of making those changes, and instead may develop a written document to amend or modify the student's current IEP. If changes are made to the student's IEP without a meeting, the school district must ensure that the student's IEP team is informed of those changes. Upon request, a parent will be provided with a revised copy of the IEP with the amendments incorporated. In addition, the following changes to the IEP and decisions made by the IEP team must be approved by the parent or the adult student, if rights have transferred, in accordance with Rule 6A-6.03311(8), F.A.C. Such changes are subject to an independent reviewer selected by the parent as provided in s. 1003.572, F.S., and include:

a. Changes to the postsecondary or career goals; and

b. Changes in the selected graduation option specified in the student's IEP and any waiver of statewide, standardized assessment results made by the IEP team in accordance with the provisions of s. 1008.22(3)(d), F.S.

17. Students with disabilities in adult prisons

The requirements relating to participation in general assessments do not apply to students with disabilities who are convicted as adults under state law and incarcerated in adult prisons. In addition, the requirements relating to transition planning and services do not apply with respect to those students whose eligibility for services under Part B of IDEA will end because of their age before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release. The IEP team may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. The requirements relating to the IEP content and LRE do not apply with respect to such modifications.

18. IEP implementation and accountability

The school district is responsible for providing special education to students with disabilities in accordance with the students' IEPs. However, it is not required that the school district, teacher or other person be held accountable if a student does not achieve the growth projected in the annual goals and benchmarks or objectives. An IEP must be in effect before special education and related services are provided to an eligible student and will be implemented as soon as possible following the IEP team meeting. In addition, the IEP will be accessible to each regular education teacher, special education teacher, related service provider and other service provider who is responsible for its implementation. All teachers and providers will be informed of their specific responsibilities related to the implementation of the IEP and the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP. The school district must make a good faith effort to assist the student in achieving the goals and objectives or benchmarks listed on the IEP.

19. IEPs and meetings for students with disabilities placed in private schools or community facilities by the school district

If a student with a disability is placed in a private school by the school district, in consultation with the student's parents, the school district will ensure that the student has the same rights as a student with a disability served by the school district. Before placing the student, the school district initiates and conducts a meeting to develop an IEP or IFSP for the student. The school district will ensure the attendance of a representative of the private school at the meeting. If the representative cannot attend, the school district will use other methods to ensure participation by the private school, including individual or conference telephone calls. After a student with a disability enters a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of the school district. However, the school district must ensure that the parents and a school district representative participate in decisions about the IEP and agree to proposed changes in the IEP before those changes are implemented by the private school. Even if a private school or facility implements a student's IEP, responsibility for compliance with state board rules remains with the school district. These requirements apply only to students who are or have been placed in or referred to a private school or facility by a school district as a means of providing FAPE. If placement in a public or private residential program is necessary to provide special education to a student with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the student.

20. Access to instructional materials

The school district will take all reasonable steps to provide instructional materials in accessible formats to students with disabilities who need those instructional materials at the same time as other students receive instructional materials.

21. Physical education

Physical education services, specially designed, if necessary, must be made available to every student with a disability receiving FAPE, unless the school district does not provide physical education to students without disabilities in the same grades. Each student with a disability will be afforded the opportunity to participate in the regular physical education program available to students without disabilities unless the student is enrolled full-time in a separate facility or the student needs specially designed physical education, as prescribed in the student's IEP. If specially designed physical education is prescribed in a student's IEP, the school district will provide the services directly or plan for those services to be provided through other public or private programs. The school district responsible for the education of a student with a disability who is enrolled in a separate facility must ensure that the student receives appropriate physical education services in compliance with state and federal law.

22. Treatment of charter school students

Students with disabilities who attend public charter schools, and their parents, retain all rights under Rules 6A-6.03011 through 6A-6.0361, F.A.C. The school district will serve students with disabilities attending those charter schools in the same manner as it serves students with disabilities in its other schools. This includes:

a. Providing supplementary and related services on site at the charter school to the same extent to which the school district has a policy or practice of providing such services on site to its other public schools; and

b. Providing funds under Part B of the IDEA to those charter schools on the same basis as the school district provides funds to the school district's other public schools:

i. Including proportional distribution based on relative enrollment of students with disabilities; and

ii. At the same time as the school distributes other federal funds to its other public schools;

23. Program options

The school district must take steps to ensure that students with disabilities have available to them the variety of educational programs and services available to students without disabilities in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and career and technical education.

The school district has the option to include additional information regarding the development and implementation of IEPs.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

DRAFT

Section D: Discipline

Statutory and Regulatory Citations

34 CFR §§300.530–300.537

Sections 893.02, 893.03, 1002.20, 1002.22, 1003.01, 1003.31, 1003.57, and 1006.09, F.S.

Rules 6A-1.0955, 6A-6.03011 through 6A-6.0361 and 6A-6.03312, F.A.C.

Definitions

1. Change of placement because of disciplinary removals

For the purpose of removing a student with a disability from the student's current educational placement as specified in the student's IEP under Rule 6A-6.03312, F.A.C., a change of placement occurs with either of the following:

- a. The removal is for more than 10 consecutive school days.
- b. The student has been subjected to a series of removals that constitutes a pattern that is a change of placement because the removals cumulate to more than 10 school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. A school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement, and this determination is subject to review through due process and judicial proceedings.

2. Controlled substance

A controlled substance is any substance named or described in Schedules I–V of s. 893.03, F.S.

3. Illegal drug

An illegal drug means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health care professional or that is legally possessed or used under any other authority under the Controlled Substances Act, 21 U.S.C. 812(c), or under any other provision of federal law.

4. Serious bodily injury

Serious bodily injury means bodily injury that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

5. Weapon

Weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and a half inches in length.

6. Manifestation determination

A manifestation determination is a process by which the relationship between the student's disability and a specific behavior that may result in disciplinary action is examined.

7. Interim alternative educational setting (IAES)

An interim alternative educational setting is a different location where educational services are provided for a specific time period due to disciplinary reasons and that meets the requirements of Rule 6A-6.03312, F.A.C.

Procedures

1. Students with disabilities whose behavior impedes their learning or the learning of others

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior, will be considered in the development of their IEPs. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in Rule 6A-6.03312, F.A.C., is appropriate for a student with a disability who violates the Code of Student Conduct.

Describe the district's procedures for providing information and training regarding positive behavioral interventions and supports.

The district assigns an ESE School Site Specialist to all public and charter schools in the district. Training is provided to these ESE specialists on a monthly basis by ESE district personnel. The ESE school site specialists are responsible for providing that information and training to the teachers on their school campus. Safe Crisis Management training (restraint) is mandatory for all behavioral health assistants. ESE teachers are also trained in these procedures, and receive training in positive behavioral interventions. This training occurs on an annual basis. The district also provides training to individual teachers through the district ESE specialists for behavior and behavior analysis. County-wide professional development regarding positive behavioral interventions and supports is offered during a summer institute for teachers.

Describe how the district addresses behavior in the development of the IEP for students with disabilities whose behavior impedes their learning or the learning of others.

When the IEP team determines that the student has behavior that impedes his/her learning or the learning of others, such must be indicated on the IEP, and the IEP team must address that behavior in the development of the IEP. The team must address the student's behavior by reflecting, at a minimum, one of the following in the IEP: 1) that an Functional Behavioral Assessment or Positive Behavioral Intervention Plan will/has been done and will/does exist for the student and is listed as a service in the IEP; 2) an IEP goal in the area of behavioral concern is included in the IEP; 3) specially designed instruction and/or related services are provided to address the behavior.

2. Authority of school personnel

Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to nondisabled students, school personnel:

- a. May remove a student with a disability, who violates a code of student conduct, from the student's current placement for not more than 10 consecutive school days
- b. May remove a student with a disability, for not more than 10 consecutive school days in that same school year, for separate incidents of misconduct, as long as those removals do not constitute a change in placement, as defined in Rule 6A-6.03312, F.A.C.

Describe the district's procedures for monitoring out-of-school suspensions, to include the review of suspension and expulsion data.

The ESE district office monitors the out of school suspensions and provides reports to district personnel, school administrators, and ESE staffing specialists on a monthly basis. The ESE district office also reviews expulsion data as it becomes available throughout the school year. A coordinator attends all ESE expulsion meetings, and regularly collaborates and shares data with the ESE district office.

Describe the district's procedures for determining whether a pattern of removals constitutes a change of placement (See Definitions 1 a-b).

The district prohibits any SWD from being removed for more than ten (10) cumulative or consecutive days within a school fiscal year. Any disciplinary removal of a student with a disability for more than 10 days in a school year is considered a change of placement. If a decision is made that a change of placement via the use of disciplinary removals over 10 at a time or 10 cumulatively in a school year will occur for a student with a disability, the student's IEP team will be convened to conduct a manifestation determination review.

3. Manifestation determination

A manifestation determination, consistent with the following requirements, will be made within 10 school days of any decision to change the placement of a student with a disability because of a violation of a Code of Student Conduct.

- a. In conducting the review, the school district, the parent, and relevant members of the IEP team (as determined by the parent and the school district):
 - i. Will review all relevant information in the student's file, including any information supplied by the parents of the student, any teacher observations of the student, and the student's current IEP
 - ii. Will determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP
- b. If the school district, the parent, and relevant members of the IEP team determine that the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or that the conduct in question was the direct result of the school district's failure to implement the IEP, the conduct will be determined to be a manifestation of the student's disability and the school district will take immediate steps to remedy those deficiencies.
- c. If the school district, the parent, and relevant members of the IEP team determine that the conduct was a manifestation of the student's disability, the IEP team will either:
 - i. Conduct a functional behavioral assessment (FBA), unless the school district had conducted an FBA before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
 - ii. If a BIP has already been developed, review and modify it, as necessary, to address the behavior; and
 - iii. Except as provided in 6. of this section, return the student to the placement from which the student was removed, unless the parent and the school district agree to a change in placement as part of the modification of the BIP.
- d. For disciplinary changes of placement, if the behavior that gave rise to the violation of a Code of Student Conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to nondisabled students may be applied to the student in the same manner and for the same duration in which they would be applied to nondisabled students, except that services necessary to provide FAPE will be provided to the student with a disability, as described in 5. of this section.
- e. If a parent disagrees with the manifestation determination decision made by the IEP team pursuant to this rule, the parent may appeal the decision by requesting an expedited due process hearing as described in 7. of this section.

Describe the district's procedures for scheduling manifestation determination reviews within required timelines and determining participants for these reviews.

Upon receipt of a discipline decision to change the placement of a student with a disability, a manifestation determination review is scheduled. In no case is the manifestation determination delayed more than five school days after the infraction. The MDR Team will be composed of relevant members of the student's IEP team and parent(s). Additional participants may include a school psychologist, school administrator, district ESE administrator, a district ESE curriculum specialist, ESE school site specialist, school counselor, school social worker, and other professionals as deemed appropriate by the district. Parents have the right to invite additional participants at their discretion.

Describe the school district's procedures for determining participants for these reviews.

When determining participants for the MDR review, the school will ensure the participants include the student's parents/legal guardians and all relevant members of the student's IEP team who have knowledge of the student, the student's disability, and the discipline event resulting in a consideration of a change in placement. Additional MDR participants may include a school psychologist, school administrator, district ESE administrator, a district ESE curriculum specialist, ESE school site specialist, school counselor, school social worker and, other professionals as deemed appropriate by the district. Parents have the right to invite additional participants at their discretion.

Describe the school district's procedures for initiating and conducting FBAs and developing BIPs in a timely manner.

If an ESE student exhibits a need for a Functional Behavior Assessment (FBA) and a Positive Behavior Intervention Plan (PBIP), the IEP committee convenes to initiate and implement FBA/PBIP process. For students who already have an FBA and PBIP the IEP team will monitor, review, and revise the plan as appropriate at an IEP meeting. If a student has or receives 5 cumulative OSS days for the current school year, an IEP meeting will be held to review the student's ESE services, accommodations, behavior goals/objectives, and the team will develop or revise a functional behavior assessment and positive behavior intervention plan. If an ESE student receives or accumulates 10 days of OSS and is recommended for a change in placement, or with any decision to change the placement of a student as a result of a violation of the code of student conduct, a Manifestation Determination Review/IEP meeting will be conducted within ten school days of the decision. At this meeting, the IEP team will initiate or revise the a FBA/BIP and review the student's needs, ESE services, accommodations, and behavior goals. Whenever possible, school staff may bring a draft FBA/PBIP for the IEP team to review and modify as necessary.

Describe the school district's procedures for providing training regarding initiating and conducting FBAs and developing and implementing BIPs to include who provides the training and frequency.

Our district conducts a county-wide ESE training during the summer. Additionally, several opportunities are offered by the ESE district office throughout the school year. During this time, teachers are provided training in conducting FBAs and developing and implementing PBIPs. All campus departments are in-serviced during the school year by ESE curriculum specialists, behavior site coaches, an ABA therapist and/or onsite ESE school specialists.

Describe the school district's procedures for providing FAPE for students when the behavior is determined not to be a manifestation of the student's disability.

The student may return to his/her district campus or may be assigned to an alternative interim educational setting. These decisions are made by the IEP committees who convene as a result of recommendation for alternative placement (IAES). Examples of IAES include Bannerman Learning Center which is a separate campus and one elementary site.

Describe the school district's procedures for requesting an expedited due process hearing when parents disagree with a manifestation determination.

In the event that a due process hearing would need to be initiated, the Superintendent's letter to the Division of Administrative Hearings (DOAH) would specify that the request is for an expedited due process hearing. Further, the school board attorney would communicate with both the parent and DOAH that the hearing needs to be expedited as per federal and state regulations.

4. Notification to the parent of a removal that constitutes a change of placement of a student

On the date a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a Code of Student Conduct, the school district will notify the parent of the removal decision and provide the parent with a copy of the notice of procedural safeguards.

5. Providing FAPE for students with disabilities who are suspended or expelled or placed in an IAES

- a. A school district is not required to provide services to a student with a disability during removals totaling 10 school days or fewer in that school year if services are not provided to students without disabilities who are similarly removed.
- b. Students with disabilities who are suspended or expelled from school or placed in an IAES will continue to receive educational services in accordance with s. 1003.01, F.S., including homework assignments, to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the measurable annual goals in the student's IEP and receive, as appropriate, a functional behavioral assessment, behavioral intervention services, and modifications designed to address the behavior violation so that it does not reoccur.
- c. After a student with a disability has been removed from the current placement for 10 school days in the school year, if the current removal is not more than 10 consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the student's special education teachers, will determine the extent to which services are needed to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the measurable annual goals in the student's IEP.
- d. If the removal is a change of placement under Rule 6A-6.03312, F.A.C., the student's IEP team determines appropriate services under 5.b. of this section.

Describe the school district's procedures for providing FAPE to students with disabilities who are suspended (in school and out of school), expelled, or placed in an IAES.

The district reviews and revises the IEP and FBA/PBIP to address a change in placement and there is never a cessation of services, as mandated by legal requirements. Any removal for more than the original suspension will result in placement in the district's Interim Alternative Educational Setting (IAES). The district's IAES has ESE teachers on staff to ensure that students with disabilities placed in the IAES will continue to receive educational services to enable them to participate in the general curriculum, to progress toward meeting IEP goals and to receive (as appropriate) behavioral intervention services and modifications designed to address the inappropriate behavior so that it does not reoccur. When students with disabilities receive in-school suspension, the school will ensure the students will continue to:

- Appropriately progress in the general curriculum. Generally, this means that the student is receiving all of his regular education assignments and that regular education teachers are involved in the setting, either through supervising it or making regular appearances there.
- Receive the services specified on the child's IEP. Generally this means that the student is receiving an appropriate amount of specialized instruction, supplementary aids and services, and all related services (E.g. – Speech, OT/PT, Adaptive PE, Counseling, etc.).
- Participate with nondisabled students to the same extent. This means that the student is not in a setting that is exclusively for students with disabilities or that he is permitted to leave the setting to attend certain activities with nondisabled peers.

Describe the school district's procedures for providing training and support for staff members who provide services to students with disabilities who are suspended (in school and out of school), expelled, or placed in an IAES.

Each school is assigned an on-site district ESE school specialist who provides guidance to staff in the areas of data collection/summary/presentation and the use of evidence-based interventions. Often this includes classroom observation and demonstration of recommended strategies. Additionally, the district utilizes ESE curriculum specialists, ESE onsite school specialists, and ESE district administrators to provide training and supports to staff members working in the IAES setting.

6. Special circumstances and IAES

- a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:
 - i. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of a state educational agency (SEA) or a school district;
 - ii. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district; or
 - iii. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or a school district.
- b. On the date that a decision is made to make a removal that constitutes a change of placement because of a violation of a Code of Student Conduct, the school district shall notify the parent of that decision and provide the parent with a copy of the notice of procedural safeguards.

Describe the school district's procedures for notifying parents on the date that a decision is made to make a removal that constitutes a change of placement and providing parents with a copy of the notice of procedural safeguards on this date.

If the IEP team decides to make a removal that constitutes a change of placement of a SWD, prior written notice is immediately provided to the parent along with the procedural safeguards. If the parent is not in attendance, the parent will be notified via phone on the same day the decision is made. Additionally, the school will send the parent prior written notice, the procedural safeguards, and a copy of the IEP including any related documents via U.S. mail within one to two business days. In the event the school is unable to reach the parent via phone on the day of the decision, additional reasonable attempts to contact the parent via phone and/or secure email will be made over several days following the decision.

Describe the school district's procedures for tracking students' removals to an IAES to ensure that the 45 school-day limit is maintained.

The coordinator of climate and culture as well as the school's ESE onsite district specialist and ESE secretary monitors the initiation/duration dates on the IEP and has an electronic filing system to ensure the 45 school days are not exceeded. An amendment IEP meeting is held before the 45 school-day limit is reached in an effort to facilitate a smooth transition back to the student's school of enrollment.

7. Appeal and expedited hearings

- a. An expedited hearing may be requested by:
 - i. The student's parent, if the parent disagrees with a manifestation determination or with any decision not made by an administrative law judge (ALJ) regarding a change of placement under Rule 6A-6.03312, F.A.C.; and
 - ii. The school district, if it believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
- b. The school district may repeat the procedures for expedited hearings if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.
- c. Expedited due process hearings requested under this subsection will be conducted by an ALJ for the Division of Administrative Hearings, Department of Management Services, on behalf of the Florida Department of Education, and will be held at the request of either the parent or the school district pending disciplinary actions. These hearings will meet the requirements prescribed in Rules 6A-6.03011 through 6A-6.0361, F.A.C., except that the hearing will occur within 20 school days of the date the request for due process is filed and an ALJ will make a determination within 10 school days after the hearing. In addition, unless the parents and the school district agree in writing to waive the resolution meeting described herein or agree to use the mediation process set forth in these rules:

i. A resolution meeting will occur within seven days of receiving notice of a request for an expedited due process hearing; and

ii. The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of the receipt of the request for an expedited due process hearing.

d. The decision of the ALJ rendered in an expedited hearing may be appealed by bringing a civil action in a federal district or state circuit court, as provided in s. 1003.57(1), F.S.

Describe the school district's procedures for setting up resolution meetings within seven days of receiving notice of a request for an expedited due process hearing.

When the district receives notice of a parent's request for an expedited due process hearing request, the district will convene a resolution meeting with the parent, relevant IEP team members and the LEA representative, who has decision-making authority within seven days. The district will not include its attorney unless the parent's attorney is present. The purpose of the expedited resolution meeting is for the parents of the child to discuss their due process complaint, and the facts that form the basis of the complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process hearing request. Once the request for an expedited due process hearing is completed by the parent and received by the appropriate school district representative, the request is marked with a date received stamp and a copy of the request is forwarded to the State Department of Education. Parents are immediately contacted to schedule a date for a resolution meeting, within seven days of the district's receipt of the request for a due process hearing. Parents are contacted via phone and provided with written notice, identifying the issues, the meeting participants, date, time and location of the meeting via U.S certified mail. A self-addressed stamped envelope is provided to parents to ensure their written response is returned in a timely manner. If the parent does not respond within 1-2 business days another attempt is made via phone and U.S. certified mail. These contacts are carefully logged and monitored by the district ESE office personnel.

8. Authority of an ALJ

An ALJ hears and makes a determination regarding an appeal and request for an expedited due process hearing under this subsection and, in making the determination:

- a. An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of Rule 6A-6.03312, F.A.C., or that the student's behavior was a manifestation of the student's disability; or
- b. Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

The procedures under this subsection may be repeated if a school district believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

9. Student's placement during appeals or expedited due process proceedings

When an appeal as described in 7. above has been made by either the parent or the school district, the student will remain in the IAES determined by the IEP team pending the decision of the ALJ or until the expiration of the time period specified by school personnel, including expulsion for a student where no manifestation was found, unless the parent and the Florida Department of Education or school district agree otherwise.

10. Protections for students not determined eligible for special education and related services

A regular education student who has engaged in behavior that violated a Code of Student Conduct may assert any of the protections afforded to a student with a disability under Rule 6A-6.03312, F.A.C., if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

a. Basis of knowledge

A school district is deemed to have knowledge that a student is a student with a disability if:

- i. The parent has expressed concern in writing to supervisory or administrative personnel of the appropriate school district, or a teacher of the student, that the student needs special education and related services;
- ii. The parent has requested an evaluation to determine whether the student is in need of special education and related services; or
- iii. The teacher of the student, or other school district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school district's special education director or to other supervisory school district personnel.

b. Exception

A school district would not be deemed to have knowledge of a disability (see above) if:

- i. The parent of the student has not allowed an evaluation to determine if the student is an eligible student with a disability;
- ii. The parent of the student has refused to provide consent for initial provision of special education and related service;
- iii. The parent of the student revoked consent for the student to receive special education and related services; or
- iv. The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C., and determined that the student was not a student with a disability.

c. Conditions that apply if no basis of knowledge

- i. If the school district has no knowledge that the student is a student with a disability prior to disciplinary action, the student may be disciplined in the same manner as a student without a disability who engages in comparable behaviors.

ii. If an evaluation request is made for the student during the time period of the disciplinary action, the evaluation will be conducted in an expedited manner. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents, the school district will provide special education and related services consistent with the requirements of Rule 6A-6.03312, F.A.C.

11. Reporting a crime

Nothing in Rule 6A-6.03312, F.A.C., prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state laws to crimes committed by a student with a disability.

12. Student records in disciplinary procedures

Regarding the person making the final determination for the disciplinary action, school districts shall ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of 34 C.F.R. § 300.535(b), s. 1002.22, F.S., and Rule 6A-1.0955, F.A.C.

Describe the school district's procedures for ensuring that special education and disciplinary records of students with disabilities are transmitted to the person making the final determination regarding the disciplinary action.

The principal, in most cases, makes the recommendation regarding the disciplinary action and transmits copies of all records including disciplinary reports to the IEP team, District Hearing Officers, and when appropriate, the ESE district office. Additionally, the district's Hearing Officers will ensure that the student's ESE and discipline records are available if applicable.

13. Disciplinary records of students with disabilities

School districts shall include in the records of students with disabilities a statement of any current or previous disciplinary action that has been taken against the student and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of students without disabilities.

- a. The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.
- b. If the student transfers from one school to another, the transmission of any of the student's records will include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

Statutory and Regulatory Citations

34 C.F.R. § 300.8

Chapters 458 and 459, F.S.

Sections 1003.01, 1003.428, 1003.4282, 1003.43, 1003.433, 1007.02, 1008.212, 1008.22, 1008.25 and 1011.62, F.S.

Rules 6A-1.09401, 6A-1.0943, 6A-1.09430, 6A-6.03011 through 6A-6.0361, 6A-6.03018, 6A-6.03020, 6A-6.03028, 6A-6.0331, 6A-6.03311 and 6A-6.03411, F.A.C.

Statewide, Standardized Assessment Program

1. Purpose

The primary purpose of the student assessment program is to provide student academic achievement and learning gains data to students, parents, teachers, school administrators, and school district staff and assess the achievement level and learning gains of each student in English Language Arts (ELA), mathematics and all other subjects assessed.

2. Student participation

- a. Each student with a disability has the opportunity to participate in the statewide, standardized assessment program and any districtwide assessment of student achievement with allowable accommodations, if determined appropriate by the individual educational plan (IEP) team and recorded on the student's IEP.
- b. Accommodations identified for testing situations are those identified in the test administration manual and regularly used by the student in the classroom.
- c. A parent must provide signed consent for a student to receive instructional accommodations not permitted on statewide, standardized assessments and acknowledge, in writing, the implications of such accommodations.
- d. Eligible students may receive paper-based accommodations (regular-print, large-print, one-item-per-page, braille). Students must have an IEP or Section 504 Plan that clearly indicates the reason that the computer-based test is not currently accessible or appropriate for the student. Documentation should include: 1. Whether or not the student is currently able to use a computer or mobile device to engage in instruction/assessments; 2. Accommodations/assistive technology the student needs when using a computer or mobile device; 3. Training and services the student needs to successfully use a computer or mobile device in instruction/assessments; and 4. The type of media/accommodations (e.g., paper, braille) that are necessary if it is determined that the student cannot use a computer or mobile device for the foreseeable future.
- e. Unique accommodations are specialized accommodations that require alterations to existing test materials, presentation, or administration guidelines. Requests may be submitted for such accommodations that are outside of the scope of currently available test materials and/or established test administration procedures. A unique accommodation must be documented on an IEP or Section 504 Plan, must be used regularly by the student in the classroom, and must not negate the validity of the assessment.
- f. For students with the most significant cognitive disabilities, the Florida Department of Education shall provide for the implementation of the Florida Alternate Assessment to accurately measure the core curricular content established in the state academic standards.
- g. Students who are identified solely as gifted are not eligible for statewide, standardized assessment accommodations.

3. Allowable accommodations

Allowable and appropriate accommodations for K-2 statewide, standardized progress monitoring assessments are included in the FAST K-2 Renaissance Star Assessments Administration Manual and the K-2 Progress Monitoring Statewide Assessments Accommodations Guide. These resources can be found at <https://ffast.org/testing-resources-K2-tech-coord.html>.

Allowable and appropriate accommodations for grades 3-10 statewide, standardized progress monitoring assessments are included in the Test Administrator User Guide and the Statewide Assessments Accommodations Guide. These resources can be found at <https://ffast.org/coordinators.html#region03>.

Associated Resources for preparing, administering and reviewing data of the statewide, standardized progress monitoring assessments published by the Florida Department of Education's (FDOE) Office of Assessment can be found at <https://ffast.org/coordinators.html>.

4. Waiver of assessment requirements

A student with a disability, as defined in s. 1007.02, F.S., for whom the IEP team determines that the statewide, standardized assessments cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment **results** waived for the purpose of receiving a course grade and a standard high school diploma. Such a waiver shall be designated on the student's transcript.

Extraordinary Exemption for Students with Disabilities

In accordance with s. 1008.212, F.S., a student with a disability may be eligible for an exemption from participation in the statewide assessment.

1. Definitions

- a. "Circumstance" means a situation in which accommodations allowable for use on the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(d), F.S., are not offered to a student during the current year's assessment administration due to technological limitations in the testing administration program, which lead to results that reflect the student's impaired sensory, manual or speaking skills, rather than the student's achievement of the benchmarks assessed by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment.

- b. "Condition" means an impairment, whether recently acquired or longstanding, that affects a student's ability to communicate in modes deemed acceptable for statewide assessments, even if appropriate accommodations are provided, and creates a situation in which the results of administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment would reflect the student's impaired sensory, manual or speaking skills rather than the student's achievement of the benchmarks assessed by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment.
- c. "Medical complexity" – Pursuant to s. 1008.22(12), F.S., a child with a medical complexity means a child who, based upon medical documentation from a physician licensed under Chapter 458 or 459, F.S., is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform on an assessment.
- d. "Parent" – Pursuant to Rule 6A-6.03411(1)(bb), F.A.C., parent means:
- A biological or adoptive parent of a student;
 - A foster parent;
 - A guardian generally authorized to act as the student's parent, or authorized to make educational decisions for the student (but not the State if the student is a ward of the State);
 - An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent or other relative) with whom the student lives, or an individual who is legally responsible for the student's welfare; or
 - A surrogate parent who has been appointed in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C.
2. A student with a disability for whom the IEP team determines is prevented by a circumstance or condition from physically demonstrating the mastery of skills that have been acquired and are measured by the statewide, standardized assessment, a statewide, standardized end-of-course assessment, or an alternate assessment pursuant to s. 1008.22(3)(d), F.S., shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral or significant cognitive disability, or the receipt of services through the homebound or hospitalized program in accordance with Rule 6A-6.03020, F.A.C., is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.
3. The IEP team, which must include the parent, may submit to the school district superintendent a written request for an extraordinary exemption at any time during the school year, but not later than 60 days before the current year's assessment administration for which the request is made. A request must include all of the following:
- A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills;
 - Written documentation of the most recent evaluation data;
 - Written documentation, if available, of the most recent administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment;
 - A written description of the condition's effect on the student's participation in the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment;
 - Written evidence that the student has had the opportunity to learn the skills being tested;
 - Written evidence that the student has been provided appropriate instructional accommodations;
 - Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP that are allowable in the administration of the statewide, standardized assessment, an end-of-course assessment, or an alternate assessment in prior assessments;
 - Written evidence of the circumstance or condition as defined in Rule 6A-1.0943(1), F.A.C.; and
 - The name, address and phone number of the student's parent.
4. Based upon the documentation provided by the IEP team, the school district superintendent shall recommend to the commissioner whether an extraordinary exemption for a given assessment administration window should be granted or denied. A copy of the school district's procedural safeguards as required in Rule 6A-6.03311, F.A.C., shall be provided to the parent. If the parent disagrees with the IEP team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent. Upon receipt of the request, documentation, and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 30 days after the receipt of the request whether the exemption has been granted or denied. If the commissioner grants the exemption, the student's progress must be assessed in accordance with the goals established in the student's IEP. If the commissioner denies the exemption, the notification must state the reasons for the denial.
5. The parent of a student with a disability who disagrees with the commissioner's denial of an extraordinary exemption may request an expedited hearing. If the parent requests the expedited hearing, the FDOE shall inform the parent of any no-cost or low-cost legal services and other relevant services available in the area. The FDOE shall arrange a hearing with the Division of Administrative Hearings (DOAH), which must commence within 20 school days after the parent's request for the expedited hearing. The administrative law judges at DOAH shall make a determination within 10 school days after the expedited hearing. The standard of review for an expedited hearing is de novo, and the FDOE has the burden of proof.

Exemption for a Child With Medical Complexity

In accordance with s. 1008.22, F.S., a child with a medical complexity may be exempt from participating in statewide, standardized assessments, including the Florida Alternate Assessment (FAA)—Performance Task and the FAA—Datafolio, pursuant to the following provisions:

- 1. Definition.** A child with a medical complexity means a child who, based upon medical documentation from a physician licensed under Chapter 458 or 459, F.S., is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform

on an assessment.

2. **Exemption options.** In accordance with Rule 6A-1.0943, F.A.C., if the parent consents in writing, and the IEP team determines that the child should not be assessed based upon medical documentation that the child meets the definition of a child with medical complexity, then the parent may choose one of the following three assessment exemption options:

- a. One-year exemption approved by the district school superintendent. If the superintendent is provided written documentation of parental consent and appropriate medical documentation to support the IEP team's determination that the child is a child with medical complexity, then the superintendent may approve a one-year exemption from all statewide, standardized assessments, including those in the FAA program. For all students approved by the district superintendent for a one-year exemption, the following information must be reported to the commissioner beginning June 1, 2015, and each June 1 thereafter:
 - i. The total number of students for whom a one-year exemption has been granted by the superintendent; and
 - ii. For each student receiving an exemption, the student's name, grade level, and the specific statewide, standardized assessments from which the student was exempted.
- b. One-, two- or three-year or permanent exemption approved by the commissioner as described in s. 1008.22(12), F.S. In order for the commissioner to consider such an exemption, the following information must be submitted by the district superintendent to the commissioner no later than 30 calendar days before the first day of the administration window of the statewide, standardized assessment for which the request is made:
 - i. The student's name, grade level, and the statewide, standardized assessment for which the exemption request is made;
 - ii. The name, address and phone number of the student's parent;
 - iii. Documentation of parental consent for the exemption;
 - iv. Documentation of the superintendent's approval of the exemption;
 - v. Documentation that the IEP team considered and determined that the student meets the definition of a child with medical complexity as defined in s.1008.22(12), F.S.; and
 - vi. Medical documentation of the student's condition as determined by a physician licensed in accordance with Chapter 458 or 459, F.S.
- c. Upon receipt of the request, documentation and recommendation, the commissioner shall verify the information documented, make a determination, and notify the parent and the district school superintendent in writing within 20 calendar days after the receipt of the request whether the exemption has been granted or denied.

Alternate Assessment Based on Alternate Academic Achievement Standards (AA-AAAS)

1. Students with a most significant cognitive disability, for whom the statewide, standardized assessment—even with allowable accommodations—is not appropriate, may be eligible to participate in the statewide assessment program through the AA-AAAS.

2. Eligibility requirements

The decision that a student with a most significant cognitive disability will participate in the statewide alternate assessment program as defined in s. 1008.22(3)(d), F.S. and Rule 6A-1.0943(5)(a), F.A.C., is made by the IEP team and recorded on the IEP. The provisions with regard to parental consent for participation in the FAA program, in accordance with s. 1003.5715, F.S., and Rule 6A-6.0331(10)(b), F.A.C., must be followed. The following criteria must be met:

- a. Even with appropriate and allowable instructional accommodations, assistive technology or accessible instructional materials, the student requires modifications as defined in Rule 6A-1.09401, F.A.C.; and
- b. The student requires direct instruction in academic areas of English language arts (ELA), math, social studies and science based on access points pursuant to Rule 6A-1.09401, F.A.C., in order to acquire, generalize, and transfer skills across settings.

3. Eligibility areas excluded

Per Rule 6A-6.03018, F.A.C., and 34 C.F.R. § 300.8(c)(10)(ii), students with a primary exceptionality of a specific learning disability (SLD) does not include students with learning problems that are primarily the result of an intellectual disability. Per s. 1008.22, F.S., and Rule 6A-1.0943, F.A.C., only students with a most significant cognitive disability are eligible to participate in the FAA program. Therefore, students with a primary disability category of SLD cannot participate in the FAA program and subsequently should not be enrolled in access courses that align to the FAA program.

4. School district and IEP team requirements

If it is determined by the IEP team, using the "Checklist for Course and Assessment Participation," that the student will participate in the statewide assessment through the AA-AAAS, the IEP must contain a statement of why the general assessment is not appropriate and why the AA-AAAS is appropriate. The IEP also must indicate that notification was made to the parent and that the implications of the student's nonparticipation in the statewide, standardized assessment program were provided. The "Checklist for Course and Assessment Participation" may be accessed at <https://faa.fsassessments.org/-/media/project/client-portals/florida-alt/2023-2024-faa/manuals-and-guides/checklist-for-course-and-assessment-participation.pdf>.

5. Administration of the AA-AAAS

The assessment will be administered individually by the student's exceptional student education teacher. If this is not possible, the test administrator will be a certified teacher or other licensed professional who has worked extensively with the student. All individuals who administer the AA-AAAS must be trained in administration procedures and receive annual update training.

6. Additional Information Required

An alternate assessment is required for any districtwide assessment of academic student achievement that is not administered to students on alternate academic achievement standards.

The school district administers districtwide assessments of academic student achievement.

- Yes
 No

If **yes**, include the name of each districtwide assessment and whether the assessment is administered to students on alternate academic achievement standards. If the districtwide assessment is not administered to students on alternate academic achievement standards, identify the corresponding alternate assessment. (If your school district uses a portfolio as a corresponding district alternate assessment, the data collected should be based on grade-level alternate academic achievement standards. For portfolios, indicate what information is being collected, how the information is being recorded, what type of scoring rubric is being used and how the school district ensures that all teachers are collecting the same information and scoring the data the same way.)

Parental Consent Documentation

In accordance with s. 1003.5715, F.S., and Rule 6A-6.0331(10), F.A.C., the school district may not proceed with a student's instruction in access points and the administration of an alternate assessment without written and informed parental consent unless the school district documents reasonable efforts to obtain parental consent and the student's parent has failed to respond or the school district obtains approval through a due process hearing. The school district shall obtain written parental consent for the actions described above on the Parental Consent Form – Instruction in Access Points – Alternate Academic Achievement Standards (AP-AAAS) and Administration of the Statewide, Standardized Alternate Assessment, Form 313181 <https://www.flrules.org/Gateway/reference.asp?No=Ref-14585>.

The school district certifies that it either obtains prior parental consent or due process approval for every student participating in the FAA program. If prior parental consent is not obtained, the school district certifies that it has documentation of reasonable efforts to obtain that approval and consent, or a final order from DOAH.

- Yes
 No

Percentage of Students on Alternate Assessment

The Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (which can be found at <https://www.ed.gov/essa>), limits the percentage of students that a state may assess with an AA-AAAS to no more than 1 percent of all assessed students in the grades assessed in a state for each subject.

While there is a limit on the percentage of students statewide who may participate in the AA-AAAS, there is no such limit among school districts; however, 34 C.F.R. § 200.6(c)(3)(ii) and (iv) require that a school district submit information justifying the need to assess more than one percent of its students in any subject with an AA-AAAS. The state must make that information publicly available, provided that such information does not reveal personally identifiable information about an individual student.

It is understood that school districts have unique circumstances that may contribute to a higher number of students who are in access courses and participating in the FAA program. The purpose of this justification is to ensure that school districts are cognizant of their current processes and procedures to ensure that an IEP team decision to place a student in access courses is in alignment with state requirements and is the most appropriate academic decision for the student.

What is your school district's 2022-23 participation percentage in the FAA in the following areas?

Reading

1.7

Mathematics

1.8

Science

2.1

Is the school district over one percent in any area?

- Yes
 No

The criteria for the following statement is outlined in s. 1008.22(3)(d), F.S., and Rule 6A-1.0943, F.A.C., and on the Checklist for Course and Assessment Participation, which can be found at <https://faa.fsassessments.org/-/media/project/client-portals/florida-alt/2023-2024-faa/manuals-and-guides/checklist-for-course-and-assessment-participation.pdf> for use in determining student eligibility for participation in the FAA program.

The Clay County Exceptional Student Education (ESE) Department provides professional development and ongoing guidance to IEP teams outlining the specific procedures for determining the type of standards students with disabilities will receive instruction in and how they will participate in the statewide assessment system. First and foremost, the ESE department believes that all students should be academically challenged and taught to high standards, and the general education curriculum is to be the first consideration for providing educational services to a student with a disability. IEP teams are guided to carefully consider and remain cognizant that qualifying a student for standards based instruction via Florida Access Points can significantly impact the extent of a student's access to postsecondary opportunities. Most importantly, all IEP team decisions regarding which standards and methods of assessment are most meaningful and appropriate for each individual student should be based on the holistic view of the student and not on any one factor (i.e. type of exceptionality or level of academic performance). To determine if a student will receive instruction in Access Points, teams review and discuss a variety of sources of information. A history of poor performance on state assessments or deficient reading scores in and of itself does not necessarily qualify a student as having a significant cognitive disability. Reliance on intelligence quotient (IQ) scores alone is not sufficient. Therefore, IEP teams review all available student information for evidence of a significant cognitive disability. Such information includes the following: psychological assessments, achievement test data, previous statewide assessment and district-wide test scores, aptitude tests, observations, attendance records, medical records, mental health assessments, adaptive behavior assessments, language assessments, curricular content, school history, and student response to instructional intervention. IEP teams utilize an Access Point Course Decision Tree Flowchart to guide the decision making process. The flowchart is a visual outline of the process for determining instruction and assessment decisions for students with disabilities. IEP teams are encouraged to use this process in conjunction with their collaborative knowledge and established IEP practices to determine the most appropriate means of assessment. In addition to the flowchart, IEP teams work through a systematic process ensuring students meet the criteria required for participation in the statewide, standardized alternate assessment as per Rule 6A-1.0943(5), F.A.C. as a guide in the decision-making process to determine how a student with disabilities will be instructed and participate in the statewide, standardized assessment program. The decision that a student with a significant cognitive disability will participate in the statewide, standardized alternate assessment as defined in Rule 6A-1.0943(5)(a), F.A.C., is made by the IEP team and recorded on the IEP.

The district-specific criteria and procedures required for participation in the statewide, standardized alternate assessment as per Rule 6A-1.0943(5), F.A.C. are listed below in the section entitled, "Rule 6A-1.0943, F.A.C., Statewide Assessment for Students with Disabilities District-Specific Procedures" sections A-F.

If a student is determined eligible for participation in the Florida Alternate Assessment (FAA), the IEP team will determine how the student participates in the FAA (Performance Task or Datafolio Participation). During IEP team meetings when the FAA is being considered, the parents are provided with information to help them understand the state's assessment options so they can meaningfully participate in the IEP decision-making process. In accordance with Rule 6A-6.0331(10)(b), F.A.C., if the decision of the IEP team is that the student will participate in access courses and be assessed through the FAA, the parents and/or guardians of the student must give signed consent to have their child instructed in Access Points and their child's achievement measured based on alternate academic achievement standards. This decision is documented on the Parental Consent Form—Instruction in the State Standards Access Points Curriculum and Statewide, Standardized Alternate Assessment. In addition to the processes above, the ESE department developed and implemented an ongoing monitoring process to help ensure IEP teams are adhering to the criteria for participation in FAA, and to help ensure the data related to FAA is accurately reported in the district-wide student information system. Whenever an IEP team determines a student will participate in access courses and will be assessed through the FAA, an ESE specialist assigned to the school adds the student's name to a monitoring spreadsheet and reviews the student's IEP for accuracy. The ESE specialist verifies the student's exceptionality ensuring that students with a single exceptionality of, or a combination of, SLD, E/BD, or Speech/Language Impairment are not determined eligible for instruction in Access Points and assessment via FAA. Also, the ESE specialist reviews the IEP team's decision-making process to determine how a student will be instructed and participate in the statewide, standardized assessment program to ensure the student meets the specific criteria. The district crafted the spreadsheet to include the FAA items monitored by the FLDOE. For example, the count of students taking the FAA but not enrolled in access courses, the student's primary exceptionality, the count of students who have no ESE status, and the count of students with no reported indication the student has a cognitive disability. Furthermore, the ESE specialist ensures parent/guardian consent for instruction in the state standards access points curriculum and statewide, standardized alternate assessment is obtained. Once the data is confirmed, the ESE specialist ensures the student's ESE program data is entered correctly into the district's student information system. As errors are revealed (i.e., students don't meet the FAA criteria or have student data entry errors), corrections occur immediately. IEP meetings are conducted as applicable.

IEP teams and general education teachers work collaboratively to ensure the district and school-based personnel involved in evaluation activities and eligibility determination decisions remain cognizant of the cultural differences in students. The district's plan to continue to address areas of identified disproportionality and reduce the district's FAA participation percentage to less than 1% include several strategies which include: providing guidance to IEP teams/instructional personnel to engage in the decision making process for FAA based on qualitative data following prescribed procedures, educating parents to help them understand the state's assessment options so they can meaningfully participate in the IEP decision-making process, continuing to implement district wide monitoring processes making improvements as needed based on data, increasing the number of students on access points/alternate assessment in the general education setting to the greatest extent possible, and supporting strategies that encourage or allow students to participate meaningfully in the general education curriculum and general assessment. Additionally, by providing professional development to teachers with an emphasis on learning how to differentiate instruction, provide instructional or assessment accommodations, and deliver specially designed instruction in the general education setting. Furthermore, by providing teachers and school personnel strategies for cultural awareness/competence, and continue to reinforce practices that ensure students are evaluated with objectivity and without bias while remaining sensitive to cultural differences.

Provide a justification, with supporting evidence, that identifies specific programs or circumstances within the school district that may contribute to higher enrollment of students in access courses that exceeds one percent (e.g., center schools serving surrounding school districts).

The first step in identifying circumstances within the district that may contribute to a higher enrollment in FAA is to ensure that all schools continue to place a heightened emphasis on data monitoring and implementing best practices (described previously) for determining which students will be assessed using the FAA. The school district identified specific programs that may contribute to a higher enrollment of SWDs assessed through the FAA. The United States Navy has designated the Jacksonville Navy base as one of the homestead sites that provides unique assistance to families who have children with significant special needs. Active duty members can request to be assigned to the Jacksonville base in order to obtain special needs educational services for their children. Due to an excellent educational reputation, many of these families choose to reside in Clay County and enroll their children with significant special needs in Clay County District Schools. Another factor contributing to a higher number of students assessed through the FAA is Clay County is the site for nine group home companies that provide residential care for students with significant cognitive disabilities and significant behavioral challenges. As the district engages in and strengthens the processes previously discussed, it's important to note that the greatest reduction of student participation in the FAA can be realized through a collaborative, intentional, district wide effort to expand inclusion opportunities for students with significant cognitive disabilities. Schools are working to support these students in the general education setting with the goal of enabling the students to access and participate meaningfully in the general education curriculum and assessments to the greatest extent possible. ESE students receive a combination of specially designed instruction and ESE services and curriculum, environmental, and/or assessment accommodations as determined by the IEP team according to their individualized needs. As this district wide initiative expands and students grow and flourish over time, the district hopes to reduce the number of students participating in the access points curriculum and alternate assessment.

What is your school district's risk ratio for disproportionality in each content area for each subgroup?

ELA American Indian or Alaskan Native

0

ELA Black, non-Hispanic

1.61

ELA Hispanic

0.86

ELA Asian or Pacific Islander

1.13 & 0.84 respectively

ELA White, non-Hispanic

0.80

ELA Economically Disadvantaged

1.66

ELA English Language Learner

0.84

Math American Indian or Alaskan Native

1.40

Math Black, non-Hispanic

1.52

Math Hispanic

0.80

Math Asian or Pacific Islander

1.67 & 1.75 respectively

Math White, non-Hispanic

0.80

Math Economically Disadvantaged

1.80

Math English Language Learner

0.60

Science American Indian or Alaskan Native

2.95

Science Black, non-Hispanic

1.84

Science Hispanic

0.63

Science Asian or Pacific Islander

0.25 & 1.76 respectively

Science White, non-Hispanic

0.82

Science Economically Disadvantaged

1.72

Science English Language Learner

0.60

Social Studies American Indian or Alaskan Native

N/A

Social Studies Black, non-Hispanic

N/A

Social Studies Hispanic

N/A

Social Studies Asian or Pacific Islander

N/A

DRAFT

N/A

Social Studies Economically Disadvantaged

N/A

Social Studies English Language Learner

N/A

If an identified risk ratio is 3 or above in any area, describe the school district’s plan to address this disproportionality. This could include examining practices, such as the training and technical assistance provided to personnel on culturally responsive practices; working within a multi-tiered system of supports (MTSS) to promote best practices in screening; progress monitoring; and initial eligibility determination. School districts may also refer to their efforts to decrease disproportionality in evaluation, identification and discipline if similar efforts are made in that area.

The district does not have any risk ratios of 3 or above in any area.

Rule 6A-1.0943, F.A.C., Statewide Assessment for Students with Disabilities

District-Specific Procedures

These are the criteria required for participation in the statewide, standardized alternate assessment as per Rule 6A-1.0943(5), F.A.C.:

Section A: The decision that a student with a significant cognitive disability will participate in the statewide, standardized alternate assessment as defined in Rule 6A-1.0943(5)(a), F.A.C., must be made by the IEP team and recorded on the IEP.

If the definition of “most significant cognitive disability” is not met according to the criteria set in Rule 6A-1.0943(1)(f)1., F.A.C., then complete Section E of this document, which satisfies Rule 6A-1.0943(1)(f)2., F.A.C.

Section B: The provisions regarding parental consent for participation in the statewide, standardized alternate assessment found in Rule 6A-6.0331(10), F.A.C., must be followed.

Section C: In order for a student to participate in the statewide, standardized alternate assessment, all of the following criteria must be met:

1. The student must receive exceptional student education (ESE) services as identified through a current IEP and be enrolled in the appropriate and aligned courses using alternate achievement standards for two consecutive full-time equivalent reporting periods prior to the assessment;

Evidence of criteria will be provided through the student's current IEP and student schedule.

2. The student must be receiving specially designed instruction, which provides unique instruction and intervention support that is determined, designed and delivered through a team approach, ensuring access to core instruction through the adaptation of content, methodology or delivery of instruction and exhibits very limited to no progress in the general education curriculum standards;

Evidence of criteria will be provided through MTSS or response-to-intervention (RtI) documentation.

3. The student must be receiving support through systematic, explicit and interactive small-group instruction focused on foundational skills in addition to instruction in the general education curriculum standards;

Evidence of criteria will be provided through MTSS or RtI documentation.

4. Even after documented evidence of exhausting all appropriate and allowable instructional accommodations, the student requires modifications to the general education curriculum standards;

Evidence of criteria will be provided with _____ (the required IEP and school district documentation of services provided—accommodation logs, accommodation logs compared to classroom performance).

5. Even after documented evidence of accessing a variety of supplementary instructional materials, the student requires modifications to the general education curriculum standards;

Evidence of criteria will be provided with _____ (the required IEP and school district documentation of the provision of supplementary instructional materials—may be a summary from teacher, speech-language pathologist (SLP) or other service providers).

6. Even with documented evidence of the provision and use of assistive technology, the student requires modifications to the general education curriculum standards;

Evidence of criteria will be provided with _____ (the required IEP and school district documentation of the provision assistive technology services provided).

7. Even with direct instruction in all core academic areas (i.e., ELA, mathematics, social studies and science), the student is exhibiting limited or no progress on the general education curriculum standards, and requires modifications;

Evidence of criteria will be provided with _____ (the required IEP and school district documentation of the provision of supplementary instructional materials—may be a summary from teacher, SLP or other service providers).

8. Unless the student is a transfer student, the student must have been available and present for grade-level general education curriculum standards instruction for at least 70 percent of the school year prior to the assessment;

Evidence of criteria will be provided through the student's attendance report.

9. Unless the student is a transfer student, the student must have been instructed by a certified teacher for at least 80 percent of the school year prior to the assessment; and

Evidence of criteria will be provided through the teacher's certificate and teacher's attendance record.

10. The assessment instrument used to measure the student's global level of cognitive functioning was selected to limit the adverse impact of already-identified limitations and impairments (e.g., language acquisition, mode of communication, culture, hearing, vision, orthopedic functioning, hypersensitivities and distractibility).

Evidence of criteria will be provided through available evaluations, medical reports or screeners provided in the past.

11. The student has a most significant cognitive disability.

Section D: A student is not eligible to participate in the statewide, standardized alternate assessment if any of the following apply:

1. The student is identified as a student with a specific learning disability or as gifted;

Evidence of criteria will be provided through IEP and applicable evaluation results.

2. The student is identified only as a student eligible for services as a student who is deaf or hard of hearing or has a visual impairment, a dual sensory impairment, an emotional or behavioral disability, a language impairment, a speech impairment, or an orthopedic impairment; or

Evidence of criteria will be provided through IEP and applicable data.

3. The student scored a level 2 or above on a previous statewide, general education curriculum standardized assessment administered pursuant to Section 1008.22(3)(e), F.S., unless there is medical documentation that the student experienced a traumatic brain injury or other health-related complications subsequent to the administration of that assessment that led to the student having the most significantly below-average global cognitive impairment.

Evidence of criteria will be provided through statewide standard assessment results, if applicable.

Section E: In the extraordinary circumstance when a global, full-scale intelligent quotient score is unattainable, a school district will comply as follows:

More specifically, in the event when a student cannot be directly assessed, the student who has a suspected most significant cognitive disability for whom assessment via the FAA may be appropriate as defined in Rule 6A-1.0943(1)(f)1., F.A.C., will be identified through the following detailed procedure:

List the factors the school district will use to determine that a direct assessment of cognitive functioning is not achievable.

The district will use the following factors or characteristics to determine that a direct assessment of cognitive functioning is not achievable. It is important to note that any one factor or characteristic will not be used in isolation. The determination would include any documented sensory or motor deficits and/or several of the characteristics below:

- The student is unable to attend visually to presented stimulus materials
- The student is unable to answer questions both verbally and nonverbally, even after repetition, modeling, and reteaching where allowable
- The student is unable to sit for an evaluation due to extremely elevated level of activity
- The student is unable to successfully complete sample/teaching items
- The student is not able to demonstrate an understanding of the directions/task demands
- The student is unable to demonstrate prerequisite skills such as pointing and matching
- The student is unable to use manipulatives in a functional manner

Describe the assessment process the school district will use to determine if a student has a most significant cognitive disability in the absence of reliable direct assessment of cognitive functioning.

When an IQ score cannot be obtained (after all reasonable attempts have been made, both with a traditional assessment and a nonverbal assessment), then a developmental assessment, such as the Battelle Developmental Inventory (birth-7:11), the Developmental Profile (birth-21), or the Developmental Assessment for Individuals with Severe Disabilities (6 months-adulthood) will be administered. For all of these assessments, input will be obtained from at least two different informants (at least one of which needs to be a parent/guardian so as to obtain a level of functioning across settings).

Describe how the school district will train and monitor staff with compliance of the determination and assessment process.

All school psychologists, ESE specialists, and appropriate school-based staff will be trained to identify the characteristics or factors that determine that a direct assessment of cognitive functioning is not achievable. The training will also focus on the assessment and monitoring processes the district will use to determine if a student has a most significant cognitive disability in the absence of a reliable direct assessment of cognitive functioning.

The district has a district review committee that provides guidance, support, and accountability to school-based teams related to the criteria required for participation in the statewide, standardized alternate assessment including assessment procedures to address the extraordinary circumstance when a global, full-scale intelligence quotient score is unattainable for a student.

Once a student is identified as needing an alternate means to obtain an IQ score, the student's name is submitted to the district review committee. The district review committee is comprised of a variety of ESE curriculum specialists and school psychologists who meet on a regular basis to review student specific data and provide ongoing training, guidance, and monitoring to the teams that work with the students. As part of the procedures, school-based teams, school psychologists, and ESE specialists utilize a decision tree to identify students, determine the appropriate assessment(s), collect/analyze pertinent data, and share the data with the district review team.

Each time the assessment process is completed for a student, the district team and appropriate school-based staff will review and assess the efficacy of the process. Ongoing improvements and revisions will be implemented as needed.

DRAFT

Section F: Eligibility Criteria for Prekindergarten Children with Disabilities

Statutory and Regulatory Citations

34 CFR §§300.25 and 300.101

Sections 1003.01, 1003.21, and 1003.57, F.S.

Rule 6A-6.03026, F.A.C.

Definition

A prekindergarten child with a disability is a child who meets the following criteria.

Eligibility Criteria

In accordance with s. 1003.21, F.S., a child is eligible for prekindergarten programs for children with disabilities based upon meeting the eligibility criteria for one or more specific exceptionalities listed below and upon meeting the age requirements shown.

1. The child is below three years of age and meets the criteria for eligibility for any of the following educational programs:
 - a. Deaf or hard of hearing
 - b. Visually impaired
 - c. Orthopedically impaired, other health impairment, or traumatic brain injury
 - d. Intellectual disabilities
 - e. Established conditions
 - f. Developmentally delayed
 - g. Dual-sensory impaired
 - h. Autism Spectrum Disorder
2. The child is age three through five years and meets the criteria for eligibility as a child with one or more of the following disabilities:
 - a. Intellectual disabilities
 - b. Speech and language impaired
 - c. Deaf or hard of hearing
 - d. Visually impaired
 - e. Orthopedically impaired, other health impairment, or traumatic brain injury
 - f. Emotional or behavioral disabilities
 - g. Specific learning disabilities
 - h. Homebound or hospitalized
 - i. Dual-sensory impaired
 - j. Autism Spectrum Disorder
 - k. Developmentally delayed

Child Evaluation

1. Evaluations are conducted in accordance with the requirements of rules for the eligibility areas listed in Sections 1. and 2. of the Eligibility Criteria.
2. Existing screening and evaluation information available from agencies that previously served the child and family shall be used, as appropriate, to meet evaluation criteria for the rules for the eligibility areas listed in Sections 1. and 2. of the Eligibility Criteria.

Instructional Program

Regarding a child who is eligible for admission to public kindergarten in accordance with s.1003.21, F.S., an eligible PreK child with a disability may receive instruction for one additional school year in a PreK classroom in accordance with the child's individual educational plan (IEP) or individualized family support plan (IFSP).

The parent or guardian must be informed in writing of the implications of an additional year in the prekindergarten classroom (i.e., the additional year is not considered a "retention," thus impacting the future consideration of a "good cause exemption"). If a parent disagrees with the IEP team recommendation for an additional year of instruction in a prekindergarten classroom, the team's recommendation may not be used to deny a child admission to kindergarten.

Transition from Early Steps Part C Services to Part B Services

The school district's will have processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities, including school district procedures that ensure its participation in the transition conference and development of the IEP by age 3.

Describe the school district's processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities.

The district ESE Program Specialist for Prekindergarten Children with Disabilities attends all transition conferences scheduled monthly by the Service Coordinator for Early Steps. Children receiving services from Early Steps will be scheduled for a transition conference at least 90 days prior to his or her third birthday. The transition conference meeting includes Early Steps personnel, the district's ESE Prekindergarten program specialist, and the family. Early Steps will provide a referral packet to the district ESE PreK specialist at least 10 days prior to the transition conference for that child.

The district ESE PreK program specialist reviews the referral prior to the transition conference. At the transition conference, the family, the Early Steps Services Coordinator, and the ESE PreK program specialist reviews and updates the referral packet. The Early Steps Services Coordinator and the ESE PreK program Specialist provides the family with information to assist them in understanding the transition process and services available in the district. If the family wishes to be referred to the school district, the family is provided an additional Social/Developmental History packet to complete and return. After the transition conference meeting, the family will receive a copy of a parent conference form documenting updated information and agreements made by the transition team. The school district will collect referral components and obtain consent for evaluation. The parents will receive a copy of the district's procedural safeguards at the time consent is provided.

Once the referral is complete, an appointment is scheduled for the student to be evaluated by the district's PreK Assessment Team. A reminder is sent to the family prior to the PreK Assessment Team appointment. The PreK Assessment Team completes necessary evaluations and holds an eligibility determination meeting during the family's PreK Assessment Team appointment. If the child is determined eligible, parental consent for ESE services is obtained, and an IEP is completed by the PreK Team on the day of evaluation. An entry Child Outcome Summary (COS) document is completed by the eligibility team for students that are found eligible for ESE services. If the IEP cannot be completed, multiple attempts are made to reschedule the IEP team meeting to ensure the IEP is written before the child's third birthday. Transition conferences and PreK Assessment Team meetings are scheduled year-round to ensure that eligible children will have an IEP in place by their third birthday.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy

- a. The PreK program for children with disabilities supports young children by recognizing and respecting their unique abilities, strengths and needs.
- b. Services for young children with disabilities and their families include a range of educational, developmental and therapeutic activities that are provided in least restrictive or natural learning environments where children experience learning opportunities that promote and enhance behavioral and developmental competencies.
- c. For a child with disabilities age three through five years, special education, which refers to specially designed instruction and related services, is provided to meet the unique needs of the child. Specially designed instruction means adapting, as appropriate, the content, methodology, or delivery of instruction.
- d. Programs and services for prekindergarten children with disabilities are based on practices that are developmentally appropriate for all young children. They acknowledge the importance of collaboration and partnerships with families and view the child in the context of the family and community. Understanding and knowledge of early childhood development serves as a foundation for these practices.

2. Curriculum

- a. Curriculum content, materials, and activities are consistent with the district's program philosophy.
 - i. For PreK children with disabilities, during the year prior to kindergarten entry, the Florida Early Learning and Developmental Standards (FELDS) are used to guide the selection of curriculum (curricula) in concert with a knowledge and understanding of the impact of the disability on the growth and development of the child.
 - ii. The FELDS are used to help create a shared framework and common language between early childhood education and early childhood special education by emphasizing the sequence of development across multiple developmental domains and the importance of the classroom environment to include how curricula, materials and equipment are selected.

iii. For children birth to the age of eligibility for the Voluntary Prekindergarten program, FELDS may be used to guide the selection of curriculum, materials and equipment.

b. Modifications, adaptations and accommodations of curricula, materials and activities selected may be needed to meet the unique needs of the child. Ongoing progress monitoring is conducted to ensure that the instruction or interventions provided are effective in attaining the desired outcomes.

3. Instructional support

a. Young children receive instructional support through specially designed instruction and related services as determined by the IEP process or early intervention services as determined through the IFSP process. These services are based on peer-reviewed, research-based practices to the extent practicable.

b. Teachers and related services personnel are trained in how to design and implement individualized programs to address the learning needs of children with disabilities.

c. Teachers and related services personnel are provided with administrative support to ensure reasonable class size and workload, adequate funds for materials, and professional development. Teachers provide instruction that is aligned with the FELDS instruction and related services may be offered in a continuum of placements and settings that may include regular, resource or special class settings in public, community-based or home-based settings.

d. School districts may provide related services to children and professional development for teachers and related services personnel in coordination with community agencies, including other early childhood partners such as Early Learning Coalitions and Head Start. Additionally, support for professional development and related services may, as appropriate, be provided in collaboration with discretionary projects funded by the Bureau of Exceptional Education and Student Services, the Florida School for the Deaf and the Blind, and other agencies of state and local government, including, but not limited to, the Division of Blind Services, the Department of Children and Families, and the Department of Health, Children's Medical Services.

The school district has the option to include additional information regarding evaluations; qualified evaluators; or unique philosophical, curricular or instructional considerations for PreK children with disabilities.

The school district has provided additional information for this section in Appendix B of this document.

There is no additional information for this section.

DRAFT

Section G: Individualized Family Support Plan (IFSP) for Students with Disabilities Birth through 5 Years of Age

This section is not applicable for the district.

Students with Disabilities Ages Birth through 2 Years

Statutory and Regulatory Citations

34 C.F.R. § 303.340

Sections 1003.03, 1003.21 and 1003.57, F.S.

Rules 6A-6.03029 and 6A-6.0331, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of families who have children with disabilities, birth through 2 years of age, related to enhancing a child's development and the resources to provide early intervention services. To meet the identified outcomes for an individual child and family, a planning process involving the family, professionals, and others is used to prepare the document. An IFSP must be used for children birth through 2 years of age.

Procedures

1. Contents of an IFSP, which must be written, includes

The IFSP must be written and includes:

- a. A statement of the child's present levels of physical development (including vision, hearing and health status), cognitive development, communication development, social or emotional development, and adaptive skills development based on the information from the child's evaluation and assessment;
- b. With concurrence of the family, a statement of the family's resources, priorities and concerns related to enhancing the development of the child as identified through the assessment of the family;
- c. A statement of the measurable results or measurable outcomes expected to be achieved by the child and the family, including pre-literacy and language skills, as developmentally appropriate for the child, and the goals, criteria, procedures and timelines used to determine the degree to which progress toward achieving the measurable results or outcomes is being made and whether modifications or revisions of the expected results or outcomes or services are necessary;
- d. A statement of the specific early intervention services based on peer-reviewed research, to the extent practicable;
- e. A statement of the natural environments in which early intervention services and a justification of the extent, if any, to which the services will not be provided in a natural environment;
- f. A statement of the strategies needed in order to meet the child's and family's outcomes;
- g. The projected dates for initiation of services;
- h. The IFSP must:
 - i. Identify any medical and additional supports that the child or family needs or is receiving through other sources but that are neither required nor funded under the Individuals with Disabilities Education Act, Part C, and
 - ii. Include a description of the steps the service coordinator or family may take to assist the child and family in securing additional supports not currently being provided;
- i. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the services identified on the plan including transition services and coordination with other agencies and persons;
- j. Family demographic and contact information;
- k. A statement of eligibility, including recommendations for children not found eligible;
 - l. A description of everyday routines, activities, and places in which the child lives, learns and plays and individuals with whom the child interacts;
- m. Identification of the most appropriate IFSP team member to serve as the primary service provider; and
- n. Documentation of the names of the individuals who participated in the development of the IFSP, the method of participation, and the individual responsible for implementing the IFSP.

2. Contents of IFSPs for children birth through 2 years of age

IFSPs developed for children with disabilities birth through 2 years of age must also include:

- a. The frequency, intensity and method of delivery of the early intervention services;
- b. The location and length of the early intervention services;

c. Funding source or payment arrangements, if any;

d. Anticipated duration of the services;

e. Other services to the extent appropriate; and

f. The steps to be taken to support the transition of the child, upon reaching age 3, to preschool services for children with disabilities ages 3 through 5 years, or other services that may be available, if appropriate; the steps required for transition include:

i. Discussions with, and training of, parents regarding future placements and other matters related to the child's transition;

ii. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting;

iii. Notification information to the school district for the purpose of child find;

iv. With parental consent, the transmission of information about the child to the school district to ensure continuity of services, including a copy of the most recent evaluation and assessments of the child and family and a copy of the most recent IFSP that has been developed and implemented; and

v. Identification of transition services and other activities that the IFSP team determines are necessary to support the transition of the child.

3. Timelines and requirements for IFSPs

a. Timelines for IFSPs developed for children birth through 2 years of age include:

i. A meeting to develop the initial IFSP for a child who has been evaluated for the first time and determined eligible must be conducted within 45 days from referral; and

ii. A review of the IFSP for a child and the child's family must be conducted every six months from the date of the initial or annual evaluation of the IFSP or more frequently if conditions warrant, or if the family requests such a review; the review may be carried out at a meeting or by another means that is acceptable to the parents and other participants.

b. The purpose of the periodic review is to determine:

i. The degree to which progress toward achieving the results or outcomes identified on the IFSP is being made;

ii. Whether modifications or revision of the results or outcomes or services are necessary; and

iii. Whether additional needs have been identified based on ongoing assessment or observation.

c. A face-to-face meeting is conducted on at least an annual basis to re-determine eligibility and review the IFSP and, to revise, change or modify its provisions. The results of any current evaluations, and other information available from ongoing assessments of the child and family, are used to determine continuing eligibility and what early intervention services are needed and will be provided.

d. IFSP meetings are held in accordance with the following:

i. Conducted in settings and at times that are convenient to families; and

ii. Conducted in the native language of the family or other mode of communication used by the family unless it is clearly not feasible to do so.

e. Meeting arrangements are made, and written notice is provided to the family and other participants early enough before the meeting date to ensure that they will be able to attend.

f. The contents of the IFSP are fully explained to the parents and informed written consent from the parents is obtained prior to the provisions of early intervention services described in the plan. If the parents do not provide consent with respect to a particular early intervention service, that service may not be provided. Each early intervention service must be provided as soon as possible after the parent provides consent for that service.

4. Participants in IFSP meetings (birth through 2 years of age) Participants in the development of IFSPs (both initial and annual) for children with disabilities birth through 2 years of age must include:

a. The parent or parents of the child;

b. Other family members as requested by the parents, if feasible to do so;

c. An advocate or individual outside of the family, if the parents request that the individual participate;

d. The service coordinator who has been working with the family since the initial referral of the child for evaluation, or the person designated responsible for implementation of the IFSP;

e. For initial IFSP meetings, individuals who are directly involved in conducting the evaluation and assessment; and

f. The individual who will be providing early intervention services to the child or family, as appropriate.

5. If any of these participants is unable to attend a meeting, arrangements must be made for the individual's involvement through other means, including:

a. Participating in a telephone or video conference call;

b. Having a knowledgeable authorized representative attend the meeting; or

c. Making pertinent records available at the meeting.

6. Each periodic review provides for the participation of the individuals listed above. If conditions warrant, provisions must be made for the participation of other representatives.

7. Provision of services before evaluation and assessments are completed

Early intervention services for a child with disabilities birth through 2 years of age and the child's family may commence before the completion of the evaluation and assessments if the following conditions are met:

a. Parental consent is obtained;

b. An interim IFSP is developed that includes the name of the service coordinator who will be responsible for the implementation of the interim IFSP and coordination with other agencies and individuals and the services that have been determined to be needed immediately by the child and the family;

c. Signatures of those who developed the IFSP; and

d. The evaluation and assessments are completed and an initial IFSP developed within 45 days from the referral date.

8. For children birth through 2 years of age, the school district is only financially responsible for the early intervention services specified and agreed to through the IFSP process.

Students with Disabilities Ages 3 through 5 Years

Statutory and Regulatory Citations

34 C.F.R. §§ 300.323 and 303.340

Sections 1003.21, 1003.03 and 1003.57, F.S.

Rules 6A-6.03028, 6A-6.03029 and 6A-6.0331, F.A.C.

Definition

An IFSP is a written plan identifying the specific concerns and priorities of a family related to enhancing their child's development and the resources to provide early intervention services to children with disabilities birth through 2 years of age or special education and related services to children with disabilities ages 3 through 5 years. School districts may utilize, at the option of the school district and with written parental consent, an IFSP, consistent with Rule 6A-6.03029, F.A.C., in lieu of an individual educational plan (IEP). Parents must be provided with a detailed explanation of the difference between an IFSP and an IEP. To meet the identified outcomes for an individual child and family, a planning process involving the family, professionals, and others shall be used to prepare the document.

Procedures

1. Contents of an IFSP

The IFSP is in writing and includes:

a. A statement of the child's present levels of physical development (including vision, hearing and health status), cognitive development, communication development, social or emotional development, and adaptive skills development based on the information from the child's evaluation and assessment;

b. With concurrence of the family, a statement of the family's resources, priorities, and concerns related to enhancing the development of the child as identified through the assessment of the family;

c. A statement of the measurable results or measurable outcomes expected to be achieved by the child and the family, including an educational component that promotes school readiness and incorporates pre-literacy, language and numeracy skills, as developmentally appropriate for the child, and the goals, criteria, procedures and timelines used to determine the degree to which progress toward achieving the measurable results or outcomes is being made and whether modifications or revisions of the expected results or outcomes or services are necessary;

d. A statement of the specific early intervention services based on peer-reviewed research, to the extent practicable, or, necessary to meet the unique needs of the child and the family, to achieve the results or outcomes identified on the IFSP;

e. The projected dates for initiation of services;

f. The name of the service coordinator from the profession most immediately relevant to the child's or family's needs or the individual who is otherwise qualified to be responsible for the implementation of the plan and coordination with other agencies and persons. In meeting this requirement, the school district may assign the same service coordinator who was appointed at the time that the child was initially referred for evaluation to be responsible for implementing a child's and family's IFSP or may appoint a new service coordinator;

g. Family demographic and contact information;

h. A statement of eligibility, including recommendations for children not found eligible;

i. A description of everyday routines, activities and places in which the child lives, learns and plays and individuals with whom the child interacts;

j. Identification of the most appropriate IFSP team member to serve as the primary service provider;

k. Documentation of the names of the individuals who participated in the development of the IFSP, the method of participation and the individual responsible for implementing the IFSP;

- I. The frequency, intensity, and method of delivery of the early intervention services;
 - m. The location and length of the services;
 - n. The payment arrangements, if any;
 - o. Anticipated duration of the services;
 - p. Other services to the extent appropriate; and
 - q. The steps to be taken to support the transition of the child when exiting the Early Steps program to preschool services for children with disabilities ages 3 through 5 years, or other services that may be available. The steps required for transition shall include:
 - i. Discussions with, and training of, parents regarding future placements and other matters related to the child's transition;
 - ii. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting;
 - iii. With parental consent, the sharing of information about the child to the school district to ensure continuity of services, including evaluation and assessment information and copies of IFSPs that have been developed and implemented; and
 - iv. Identification of transition services and other activities that the IFSP team determines are necessary to support the child.
2. Requirements for IFSPs for children ages 3 through 5 are in accordance with the requirements in Rule 6A-6.03028(3)(e), F.A.C.
- a. By the third birthday of a child who has been participating in the early intervention program for infants and toddlers with disabilities, an IEP consistent with Rule 6A-6.03028(3)(e), F.A.C., or an IFSP consistent with Rule 6A-6.03029, F.A.C., must be developed and implemented.
 - b. For the purpose of implementing the requirements of Rule 6A-6.03029, F.A.C., each school district will participate in transition planning conferences arranged by the state lead agency for infants and toddlers with disabilities early intervention program.
 - c. If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.
3. Participants in IFSP meetings (ages 3 through 5 years) include:
- a. The parent or parents of the child;
 - b. Not less than one regular education teacher, if the child is or may be participating in the regular education environment;
 - c. Not less than one special education teacher or, where appropriate, not less than one special education provider of the student.
 - d. A representative of the local school district who is qualified to provide or supervise the provision of specially designed instruction for children with disabilities and is knowledgeable about the general curriculum and the availability of resources of the local school district;
 - e. An individual who can interpret the instructional implications of the evaluation results. This individual may be a member of the committee as described in b. through d. above;
 - f. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel (Note: The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the IFSP meeting); and
 - g. Whenever appropriate, the child.
4. IEPs and meetings for students with disabilities placed in private schools or community facilities by the school district.
- a. If a student with a disability is placed in a private school by the school district, in consultation with the student's parents, the school district shall:
 - i. Ensure that the student has all of the rights of a student with a disability who is served by a school district.
 - ii. Initiate and conduct a meeting to develop an IEP or an IFSP in accordance with Rules 6A-6.03011 through 6A-6.0361, F.A.C., before the school district places the student; and
 - iii. Ensure the attendance of a representative of the private school at the meeting. If the representative cannot attend, the school district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.
 - b. After a student with a disability enters a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of the school district, but the school district must ensure that the parents and a school district representative are involved in decisions about the IEP and agree to proposed changes in the IEP before those changes are implemented by the private school.
 - c. Even if a private school or facility implements a student's IEP, responsibility for compliance with these rules remains with the school district.
 - d. Subparagraphs 4.a.-c. of this section apply only to students who are or have been placed in or referred to a private school or facility by a school district as a means of providing FAPE.

5. If placement in a public or private residential program is necessary to provide special education to a student with a disability, the program, including nonmedical care and room and board, must be at no cost to the parents of the student.

6. For children ages 3 through 5 years, the school district is only financially responsible for the provision of special education and related services necessary for the child to benefit from special education.

DRAFT

Section A: Exceptional Student Education Eligibility for Students who are Gifted

This section is not applicable for the Department of Corrections.

Statutory and Regulatory Citations

Sections 1003.01 and 1003.57, F.S.
Rules 6A-6.03019 and 6A-6.030191, F.A.C.

Definition

A student who is gifted is one who has superior intellectual development and is capable of high performance.

Eligibility Criteria

A student is eligible for special instructional programs for the gifted from kindergarten through Grade 12 if the student meets the criteria under 1. or 2. below:

1. The student demonstrates:
 - a. The need for a special program
 - b. A majority of characteristics of gifted students according to a standard scale or checklist, and
 - c. Superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence; or
2. The student is a member of an underrepresented group and meets the criteria specified in an approved school district plan for increasing the participation of underrepresented groups in programs for students who are gifted. Underrepresented groups are defined in Rule 6A-6.03019, F.A.C., as students with limited English proficiency or students from low socio-economic status families.

Additional Information:

- The school district has a plan for increasing the participation of underrepresented groups in programs for gifted students. The plan is provided in Appendix C of this document.
- The school district does not have a plan for increasing the participation of underrepresented groups in programs for gifted students.

Student Evaluation

1. The minimum evaluations for determining eligibility address the following:
 - a. Need for a special instructional program,
 - b. Characteristics of the gifted,
 - c. Intellectual development and
 - d. May include those evaluation procedures specified in an approved district plan to increase the participation of students from underrepresented groups in programs for the gifted.
2. Evaluations and qualified evaluators for students who are gifted are listed in Part I of this document.

Temporary Break in Service

The team developing the Educational Plan (EP) may determine that a student's needs may currently be appropriately met through other academic options. The parent or student may indicate that they do not desire service for a period of time. Should the decision be made to waive the services offered on the current educational plan, the student may resume service at any time.

Unique Philosophical, Curricular, or Instructional Considerations

1. Philosophy
 - a. Each student identified as being eligible for gifted services is entitled to receive a free appropriate public education which will enable the student to progress in the general curriculum to the maximum extent appropriate.
 - b. Specially designed instruction, appropriate related services, and programs for students who are gifted shall provide significant adaptations in one or more of the following: curriculum, methodology, materials, equipment, or environment designed to meet the individual and unique needs and goals of each student who is gifted.
 - c. A range of service delivery options is available to meet the student's special needs. Teachers are trained to provide the unique services identified for each student and are provided with administrative support to ensure reasonable class size, adequate funds for materials and inservice training.

2. Curriculum

- a. Curriculum options include an effective and differentiated curriculum designed for the abilities of the student who is gifted to ensure that each individual student progresses in the curriculum.

- b. The curriculum may include, but is not limited to, opportunities for problem solving, problem-based learning, application of knowledge and skills, and other effective instructional strategies.
- c. The teachers of the students who are gifted are trained to provide a curriculum based on the educational characteristics and needs of the learner who is gifted.
- d. The curriculum for each student will be determined by the EP and will focus on the performance levels for the student and needs for developing further skills and abilities, recognizing opportunities to extend the present program through appropriate scaffolding for students who are gifted.
- e. The curriculum for the student who is gifted will assume access to the general curriculum (State standards) with emphasis on what the EP team determines will offer opportunities for growth for the learner who is gifted based on the student's strengths and present level of performance.

3. Instructional support

- a. Students identified as eligible for gifted services receive instructional support through the specially designed instruction and related services as determined through the development of the EP.
- b. Teachers of the students who are gifted provide instruction and support to further develop the student's demonstrated ability.
- c. Teachers are provided with administrative support to develop an individualized program to meet the goals for each student as determined by the EP.
- d. Students who are gifted may indicate a need for special counseling in understanding their special characteristics.
- e. Support services are provided in coordination with local school district student services and community agencies, the Florida Diagnostic and Learning Resources System associate centers, special projects funded by the Bureau of Exceptional Education and Student Services, and other agencies of state and local government.
- f. No student may be given special instruction for students who are gifted until after he or she has been properly evaluated and found eligible for gifted services.

The school district has the option to include additional information regarding evaluations, qualified evaluators, or unique philosophical, curricular, or instructional considerations for students who are gifted.

- The school district has provided additional information for this section in Appendix B of this document.
- There is no additional information for this section.

DRAFT

Section B: Educational Plans (EPs) for Students who are Gifted

This section is not applicable for the Department of Corrections.

Statutory and Regulatory Citation

Sections 1001.02, 1003.01, and 1003.57, F.S.

Rule 6A-6.030191, F.A.C.

Procedures

1. The school district is responsible for developing Educational Plans (EPs) for students who are identified solely as gifted.

Note: Individual Educational Plans (IEPs) rather than EPs are developed for those students who are gifted and are also identified as having a disability.

a. The EP includes:

- i. A statement of the student's present levels of educational performance that may include, but is not limited to, the student's strengths and interests, the student's needs beyond the general curriculum, results of the student's performance on state and school district assessments, and evaluation results;
- ii. A statement of goals, including benchmarks or short-term objectives;
- iii. A statement of the specially designed instruction to be provided to the student;
- iv. A statement of how the student's progress toward the goals will be measured and reported to the parents; and
- v. The projected dates for the beginning of services and the anticipated frequency, location, and duration of these services.

b. The EP team considers the following during development, review, and revision of the EP:

- i. The strengths of the student and the needs resulting from the student's giftedness;
- ii. The results of recent evaluations, including class work and state or school district assessments; and
- iii. In the case of a student with limited English proficiency, the language needs of the student as they relate to the EP.

c. Timelines for development of the EP include the following:

- i. An EP is in effect at the beginning of each school year for each student identified as gifted who is continuing in a special program.
- ii. An EP is developed within 30 calendar days following the determination of eligibility for specially designed instruction in the gifted program and is in effect prior to the provision of these services.
- iii. Meetings are held to develop and revise the EP at least once every three years for students in kindergarten through grade 8 and at least every four years for students in grades 9 through 12.
- iv. EPs may be reviewed more frequently, as needed, such as when a student transitions from elementary to middle school or from middle to high school.

d. EP participants include:

- i. The parents, whose role includes providing information on the student's strengths, expressing concerns for enhancing the education of their child, participating in discussions about the child's need for specially designed instruction, participating in deciding how the child will be involved and participate in the general education curriculum, and participating in the determination of what services the school district will provide to the child and in what setting;
- ii. At least one teacher of the gifted program;
- iii. One regular education teacher of the student who, to the extent appropriate, is involved in the development of the student's EP; involvement may include the provision of written documentation of a student's strengths and needs for the review and revision of subsequent EPs;
- iv. A representative of the school district who is qualified to provide or supervise the provision of specially designed instruction for students who are gifted and is knowledgeable about the general curriculum and the availability of resources of the school district; at the discretion of the school district, one of the student's teachers may be designated to serve as the school district representative;
- v. An individual who can interpret the instructional implications of the evaluation results; this individual may be a teacher of the gifted, a regular education teacher, or a representative of the school district as described above;
- vi. At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel (Note: The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the EP meeting); and

vii. Whenever appropriate, the student.

2. Parent participation in EP meetings

The school district takes the following steps to ensure that one or both parents of a student identified as gifted is present or provided the opportunity to participate at EP meetings:

- a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend.
- b. Scheduling the meeting at a mutually agreed on time and place:
 - i. A written notice to the parent indicates the purpose, time, location of the meeting, and who, by title or position, will be in attendance. It also includes a statement informing the parents that they have the right to invite an individual with special knowledge or expertise about their child. If neither parent can attend, the school district uses other methods to ensure parent participation, including individual or conference telephone calls or virtual platforms.
 - ii. A meeting may be conducted without a parent in attendance if the school district is unable to obtain the attendance of the parents. In this case, the school district maintains a record of its attempts to arrange a mutually agreed on time and place. These detailed records include such items as:
 1. Telephone calls made or attempted and the results of those calls,
 2. Emails or text communications sent to the parents and any responses received,
 3. Copies of correspondence sent to the parents and any responses received, and
 4. Visits made to the parent's home or place of employment and the results of those visits.
 - iii. The school district takes whatever action is necessary to ensure that the parent understands the proceedings at the meeting, including arranging for an interpreter for parents who are deaf or whose native language is other than English. A copy of the EP shall be provided to the parent at no cost.

3. Implementation of the EP

- a. An EP is in effect before specially designed instruction is provided to an eligible student and is implemented as soon as possible following the EP meeting.
- b. The EP is accessible to each of the student's teachers who are responsible for the implementation of the EP, and each teacher of the student is informed of his or her specific responsibilities related to the implementation of the EP.

Section A: Provision of Equitable Services to Parentally Placed Private School Students with Disabilities

Statutory and Regulatory Citations

34 C.F.R. §§ 300.130 through 300.144
Rules 6A-6.03011 through 6A-6.0361, F.A.C.
Rule 6A-6.030281, F.A.C.

Definition

Parentally placed private school students with disabilities means students with disabilities enrolled by their parents in private, including religious, non-profit schools or facilities, which meet the definition of elementary school or secondary school under Rules 6A-6.03011 through 6A-6.0361, F.A.C. It does not include students with disabilities who are or have been placed in or referred to a private school or facility by the school district as a means of providing special education and related services. This definition does not include students with disabilities enrolled by their parents in for-profit private schools.

Procedures

1. Policies and procedures for parentally placed private school students with disabilities

The school district will maintain policies and procedures to ensure the provision of equitable services to students with disabilities who have been placed in private schools by their parents.

2. Child find for parentally placed private school students with disabilities

The school district will locate, identify and evaluate all students with disabilities who are enrolled by their parents in private, including religious, elementary, and secondary schools located in the school district's jurisdiction. The child find process will be designed to ensure the equitable participation of parentally placed private school students and an accurate count of those students.

a. Activities

In implementing the requirements of this section, the school district will undertake activities similar to those undertaken for the school district's public school students.

b. Cost

The cost of carrying out the child find requirements, including individual evaluations, may not be considered in determining if the school district has met its child find obligation.

c. Completion period

The child find process will be completed in a time comparable to that for other students attending public schools in the school district.

d. Out-of-state students

The school district in which private, including religious, elementary and secondary schools are located will, in carrying out the child find requirements, include parentally placed private school students who reside in a state other than Florida.

3. Confidentiality of personally identifiable information

If a student is enrolled, or is going to enroll, in a private school that is not located in the school district of the parent's residence, parental consent will be obtained before any personally identifiable information about the child is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

4. Provision of services for parentally placed private school students with disabilities – basic requirement

To the extent consistent with the number and location of students with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, provision is made for the participation of those students in the program assisted or carried out under Part B of the Individuals with Disabilities Education Act (IDEA) by providing them with special education and related services, including direct services determined in accordance with 12 and 13 below, unless the U.S. Secretary of Education has arranged for services to those students under the bypass provisions in 34 C.F.R. §§ 300.190 through 300.198.

a. Services plan for parentally placed private school students with disabilities

A services plan will be developed and implemented for each private school student with a disability who has been designated by the school district in which the private school is located to receive special education and related services.

The school district has the option to include model forms regarding the transfer of parental rights at the age of majority.

- The school district's model forms can be found in Appendix A of this document.
- There are no additional forms for this section.

4. Provision of services for parentally placed private school students with disabilities – basic requirement (continued)

b. Record keeping

The school district will maintain in its records, and provide to the Florida Department of Education (FDOE), the following information related to parentally placed private school students covered:

- The number of students evaluated,
- The number of students determined to be students with disabilities and
- The number of students served

5. Expenditures

To meet the requirements, the school district will spend the following on providing special education and related services (including direct services) to parentally placed private school students with disabilities:

- a. For children and students aged 3 through 21, an amount that is the same proportion of the school district's total subgrant under Section 611(f) of IDEA as the number of private school students with disabilities aged 3 through 21 who are enrolled by their parents in private, including religious, elementary, and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged 3 through 21.
- b. For children aged 3 through 5 years, an amount that is the same proportion of the school district's total subgrant under Section 619(a) of IDEA as the number of parentally placed private school students with disabilities aged three through five who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district's jurisdiction, is to the total number of students with disabilities in its jurisdiction aged 3 through 5.
- c. Children aged 3 through 5 years are considered to be parentally placed private school students with disabilities enrolled by their parents in private, including religious, elementary schools, if they are enrolled in a private school that meets the definition of elementary school under Florida law.
- d. If the school district has not expended for equitable services all of the funds described in a. and b. above by the end of the fiscal year for which Congress appropriated the funds, the school district will obligate the remaining funds for special education and related services (including direct services) to parentally placed private school students with disabilities during a carry-over period of one additional year.

6. Calculating proportionate amount

In calculating the proportionate amount of federal funds to be provided for parentally placed private school students with disabilities, the school district, after timely and meaningful consultation with representatives of private schools, will conduct a thorough and complete child find process to determine the number of parentally placed students with disabilities attending private schools located in the school district. (See Appendix B to Part 300 of IDEA regulations for an example of how proportionate share is calculated.)

7. Annual count of the number of parentally placed private school students with disabilities

The school district will, after timely and meaningful consultation with representatives of parentally placed private school students with disabilities, determine the number of parentally placed private school students with disabilities attending private schools located in the school district and ensure that the count is conducted on any date between October 1 and December 1, inclusive, of each year. The count will be used to determine the amount that the school district will spend on providing special education and related services to parentally placed private school students with disabilities in the next fiscal year.

8. Supplement, not supplant

State and local funds may supplement, but in no case supplant, the proportionate amount of federal funds required to be expended for parentally placed private school students with disabilities.

9. Consultation with private school representatives

To ensure timely and meaningful consultation, the school district will consult with private school representatives and representatives of parents of parentally placed private school students with disabilities during the design and development of special education and related services for the students regarding the following:

- a. The child find process, including how parentally placed private school students suspected of having a disability can participate equitably and how parents, teachers and private school officials will be informed of the process.
- b. The determination of the proportionate share of federal funds available to serve parentally placed private school students with disabilities, including the determination of how the proportionate share of those funds was calculated.
- c. The consultation process among the school district, private school officials, and representatives of parents of parentally placed private school students with disabilities, including how the process will operate throughout the school year to ensure that parentally placed students with disabilities identified through the child find process can meaningfully participate in special education and related services.
- d. Provision of special education and related services; how, where and by whom special education and related services will be provided for parentally placed private school students with disabilities, including a discussion of:
 - i. The types of services, including direct services and alternate service delivery mechanisms.
 - ii. How special education and related services will be apportioned if funds are insufficient to serve all parentally placed private school students. and

iii. How and when those decisions will be made.

e. How, if the school district disagrees with the views of private school officials on the provision of services or the types of services (whether provided directly or through a contract), the school district will provide to such private school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract.

10. Written affirmation

When timely and meaningful consultation has occurred, the school district will obtain a written affirmation signed by the representatives of participating private schools. If the representatives do not provide the affirmation within a reasonable period of time, the school district will forward the documentation of the consultation process to FDOE.

Describe the school district's procedure for ensuring meaningful consultation and obtaining written affirmation with representatives of participating private schools to include the following:

- **How the school district selects, identifies and records participating private schools for this consultation,**
- **How frequently and in what format consultation occurs, and**
- **Specify personnel (by role or title) identified as the school district lead for this process.**

The district identifies, selects, and contacts private schools utilizing the Florida Private Schools Directory located on the Office of Independent Education & Parental Choice FLDOE website. The district runs a report for all private schools in Clay county and sends out an invitation via certified mail affording them the opportunity to participate in meaningful consultations with the district. The district monitors and logs the responses from private schools, and private schools who do not respond receive a follow-up phone call. The district conducts three face-to-face consultations each school year. Consultation one takes place in January. Consultation two takes place in February, Consultation three occurs between March and April. A fourth consultation can take place during the summer to finalize plans, if needed.

The district ensures consultation is meaningful by encouraging open communication and collaboration during consultation to ensure all parties are provided with a genuine opportunity to express their points of view, ensuring those views are considered before any final decisions are made about the delivery of ESE and related services. The district provides clear guidance regarding the purpose of the program and services that are allowed within the program. We freely share best practices with all private schools to ensure they understand the full scope and sequence of services and intended outcomes. Private school wants/needs are addressed in a respectful way within the parameters of the program and research-based best practices. Private schools are afforded as much time as needed with side-by-side support in making decisions for schools and individual students that need services. We have historically accommodated parental input when appropriate. We work diligently with schools to ensure service providers are a good fit for schools and request feedback from all stakeholders. The district obtains written affirmation of LEA consultation with private school officials at the conclusion of the second consultation in February.

The district's Supervisor of Federal Programs supports and coordinates Consultations one and two in collaboration with other Federal program supervisors. Consultations three and four are provided by each individual federal program supervisor and specialist.

11. Compliance

A private school official has the right to submit a complaint to the FDOE that the school district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. If the private school official wishes to submit a complaint, the official will provide to the FDOE the basis of the noncompliance by the school district with the applicable private school provisions. The school district will then forward the appropriate documentation to the FDOE. If the private school official is dissatisfied with the decision of the FDOE, the official may submit a complaint to the U.S. Secretary of Education by providing the information on noncompliance. The FDOE will then forward the appropriate documentation to the U.S. Secretary of Education.

12. Equitable services determined

- a. No parentally placed private school student with a disability has an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school.
- b. Decisions about the services that will be provided to parentally placed private school students with disabilities will be made in accordance with the information in this section.
- c. The school district will make the final decisions with respect to the services to be provided to eligible parentally placed private school students with disabilities.

13. Services plan for each student served

- a. If a student with a disability is enrolled in a religious or other private school by the student's parents and will receive special education or related services from the school district, the school district will initiate and conduct meetings to develop, review and revise a services plan for the student and ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, the school district will use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.
- b. Each parentally placed private school student with a disability who has been designated by the school district to receive services will have a services plan that describes the specific direct special education services that the school district will provide to the student, per the school district's determination of services it will make available to parentally placed private school students with disabilities.
- c. The services plan will be developed, reviewed and revised consistent with the requirements for IEP development, review and revision.

14. Equitable services provided

- a. The provision of equitable services will be by employees of the school district or through contract by the school district with an individual, association, agency, organization or other entity.
- b. The services provided to parentally placed private school students with disabilities will be provided by personnel meeting the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who are providing equitable services to parentally placed private school students with disabilities are not required to meet the highly qualified special education teacher

requirements under Florida law.

- c. Parentally placed private school students with disabilities may receive a different amount of services than students with disabilities in public schools.
- d. Special education and related services provided to parentally placed private school students with disabilities, including materials and equipment, must be secular, neutral and non-ideological.

15. Location of services and transportation

- a. Equitable services to parentally placed private school students with disabilities may be, but are not required to be, provided on the premises of private schools.
- b. If necessary for the student to benefit from or participate in the services, a parentally placed private school student with a disability will be provided transportation from the student's school or the student's home to a site other than the private school and from the service site to the private school, or to the student's home, depending on the timing of the services.
- c. The school district is not required to provide transportation from the student's home to the private school.
- d. The cost of any transportation provided under this section may be included in calculating whether the school district has expended its proportionate share.

16. Due process hearings and procedural safeguards

- a. Except as provided herein, the procedures related to procedural safeguards, mediation and due process hearings do not apply to complaints that the school district has failed to meet the requirements in this section, including the provision of services indicated on the student's services plan. However, such procedures are applicable to complaints that the school district has failed to meet the requirements related to child find, including the requirements related to conducting appropriate evaluations of students with disabilities.
- b. Any request for a due process hearing regarding the child find requirements must be filed with the school district in which the private school is located, with a copy forwarded to the FDOE.

17. State complaints

- a. Any complaint that the school district has failed to meet the requirements related to the provision of equitable services, services plans, expenditures, consultation with private school representatives or personnel, or equipment and supplies will be filed in accordance with the state complaint procedures described in Rule 6A-6.03311, F.A.C.
- b. A complaint filed by a private school official under this section will be filed with the FDOE in accordance with its state complaint procedures, as prescribed in Rule 6A-6.03311, F.A.C.

18. Requirement that funds not benefit a private school

- a. The school district will not use funds provided under IDEA to finance the existing level of instruction in a private school or to otherwise benefit the private school.
- b. The school district will use funds provided under Part B of IDEA to meet the special education and related services needs of parentally placed private school students with disabilities, but not for the needs of a private school or the general needs of the students enrolled in the private school.

19. Use of personnel

- a. The school district may use funds available under IDEA to make public school personnel available in other than public facilities to the extent necessary to provide equitable services for parentally placed private school students with disabilities, if those services are not normally provided by the private school.
- b. The school district may use funds available under IDEA to pay for the services of an employee of a private school to provide equitable services, if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under public supervision and control.

20. Separate classes prohibited

The school district will not use funds available under IDEA for classes that are organized separately based on school enrollment or religion of the students, if the classes are at the same site and the classes include students enrolled in public schools and students enrolled in private schools.

21. Property, equipment, and supplies

- a. The school district will control and administer the funds used to provide special education and related services, and hold title to and administer materials, equipment and property purchased with those funds, for the uses and purposes provided in this section.
- b. The school district may place equipment and supplies in a private school for the period of time needed for the provision of equitable services.
- c. The school district will ensure that the equipment and supplies placed in a private school are used only for IDEA purposes and can be removed from the private school without remodeling the private school facility.
- d. The school district will remove equipment and supplies from a private school if the equipment and supplies are no longer needed for IDEA purposes, or removal is necessary to avoid unauthorized use of the equipment and supplies for other than IDEA purposes.
- e. No IDEA funds will be used for repairs, minor remodeling, or construction of private school facilities.

Statutory and Regulatory Citations

Chapter 1002, Part III, F.S.

Sections 393.063, 393.069, 456.001, 1002.01, 1002.394, 1002.395, 1002.66 and 1005.02, F.S.

Rule 6A-6.0952, F.A.C.

Definition

Effective July 1, 2022, the McKay Scholarship Program was repealed and joined the Family Empowerment Scholarship Program under the Unique Abilities (FES UA) category, which provides children of families with limited financial resources with education options to achieve success in their education.

The following are defined as they relate to the FES UA:

1. "Approved provider" means a provider who has been approved by the Agency for Persons with Disabilities, a health care practitioner pursuant to s. 456.001(4), F.S., or a provider approved by the department pursuant to s. 1002.66, F.S.
2. "Curriculum" means a complete course of study for a particular content area or grade-level, which includes any required supplemental materials.
3. "Department" means the Florida Department of Education.
4. "Disability" means, a 3- or 4-year-old child or for a student in kindergarten to grade 12, and any of the following:
 - a. Autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, published by the American Psychiatric Association, as defined in s. 393.063, F.S.;
 - b. Cerebral palsy, as defined in s. 393.063, F.S.;
 - c. Down syndrome, as defined in s. 393.063, F.S.;
 - d. Intellectual disability, as defined in s. 393.063, F.S.;
 - e. Speech impairment;
 - f. Language impairment;
 - g. Orthopedic impairment;
 - h. Other health impairment;
 - i. Emotional or behavioral disability
 - j. Specific learning disability, including, but not limited to, dyslexia, dyscalculia or developmental aphasia;
 - k. Phelan-McDermid syndrome, as defined in s. 393.063, F.S.;
 - l. Prader-Willi syndrome, as defined in s. 393.063, F.S.;
 - m. Spina bifida, as defined in s. 393.063, F.S.;
 - n. For a high-risk child, meaning a child aged 3 to 5 years of age with a developmental delay in cognition, language or physical development, as defined in s. 393.063(23)(a), F.S.;
 - o. Muscular dystrophy;
 - p. Williams syndrome;
 - q. Rare diseases (which affect patient populations of fewer than 200,000 individuals in the United States) as defined by the National Organization for Rare Disorders;
 - r. Anaphylaxis;
 - s. Hearing impairment (including deafness);
 - t. Visual impairment (including blindness);
 - u. Traumatic brain injury;
 - v. Hospital or homebound; or
 - w. Dual sensory impairment, as defined by Rule 6A-6.03022, F.A.C., and evidenced by reports from the local school district.

5. "Eligible nonprofit scholarship-funding organization" as defined in s. 1002.395, F.S.;

6. "Eligible postsecondary institution" means any of the following:

- a. Florida College System institution;
- b. State university;
- c. School district technical center;
- d. School district adult general education center; or
- e. An accredited nonpublic postsecondary educational institution, as defined in s. 1005.02, F.S., that is licensed to operate in the state pursuant to requirements specified in Part III of Chapter 1005, F.S.

7. "Eligible private school" means a private school, pursuant to s. 1002.01, F.S., that is located in Florida and offers an education to students in any grade from kindergarten to grade 12.

8. "IEP" means an individual educational plan.

9. "Inactive" means that no eligible expenditures have been made from an account funded by the Family Empowerment Scholarship.

10. "Parent" means a resident of this state who is a parent, as defined in s. 1000.21, F.S.

11. "Program" means the Family Empowerment Scholarship Program.

Eligibility Criteria for the FES UA

A parent of a student with a disability may apply for and receive from the State a scholarship for the purpose specified in paragraph (4)(b), if the student:

1. Is a resident of this state or the dependent child of an active duty member of the United States Armed Forces who has received permanent change of station orders to this state or, at the time of renewal, whose home of record or state of legal residence is Florida;
2. Is 3 or 4 years of age during the year in which the student applies for program participation or is eligible to enroll in kindergarten through grade 12 in a public school in the state;
3. Has a disability as defined in subsection (2); and
4. Is the subject of an IEP written in accordance with rules of the State Board of Education or with the applicable rules of another state or has received a diagnosis of a disability from a physician who is licensed under Chapter 458 or 459, a psychologist who is licensed under Chapter 490, or a physician who holds an active license issued by another state or territory of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

Scholarship Prohibitions

A student is not eligible for a Family Empowerment Scholarship while:

1. Enrolled full time in a public school, including, but not limited to, the Florida School for the Deaf and the Blind, the College-Preparatory Boarding Academy, the Florida School for Competitive Academics, the Florida Virtual School, the Florida Scholarships Academy, a developmental research school, authorized under s.1002.32, F.S., or a charter school authorized under this chapter. For purposes of this paragraph, a 3- or 4-year-old child who receives services funded through the Florida Education Finance Program is considered to be a student enrolled in a public school;
2. Enrolled in a school operating for the purpose of providing educational services to youth in Department of Juvenile Justice commitment programs;
3. Receiving any other educational scholarship in pursuant to this chapter. However, an eligible public school student receiving a scholarship under s.1002.411, F.S. may receive a scholarship for transportation pursuant to subparagraph (4)(a)2.;
4. Not having regular and direct contact with his or her private school teachers, pursuant to s. 1002.421(1)(i), F.S., unless he or she is eligible pursuant to paragraph (3)(b) and enrolled in the participating private school's transition-to-work program pursuant to subsection (16) or a home education program pursuant to s.1002.14, F.S.;
5. Participating in a private tutoring program in accordance with s. 1002.43, F.S.; or
6. Participating in a virtual school, correspondence school or distance learning program that receives state funding pursuant to the student's participation.

School District's Obligations and Parental Options

School district's obligations and parental options include the following:

1. The school district shall notify a parent who has made a request for an IEP that the school district is required to complete the IEP and matrix of services within 30 days after receiving notice of the parent's request;
2. The school district shall conduct a meeting and develop an IEP and a matrix of services within 30 days after receiving notice of the parent's request in accordance with State Board of Education Rule 6A-6.03028(3)(f)2., F.A.C.;
3. The school district shall provide for state assessments to students, up to a maximum of 100 days

4. Pursuant to s.1002.394(7)(c)1, F.S., within 10 days after an IEP meeting is held, a school district shall notify the parent of a student of all options available pursuant to this section and offer that student's parent an opportunity to enroll the student in another public school in the school district;
5. The parent is not required to accept the offer of enrolling the student in another public school in lieu of requesting a scholarship. However, if the parent chooses the public school option, the student may continue attending the public school chosen by the parent until the student graduates from high school;
6. The parent may choose another public school in the school district, and the school district shall provide transportation to the public school selected by the parent; and
7. The parent may choose, as an alternative, to enroll the student in and transport the student to a public school in an adjacent school district that has available space and has a program with the services agreed to in the student's IEP already in place, and that school district shall accept the student and report the student for purposes of the school district's funding pursuant to the Florida Education Finance Program.

I have read and understand the above information.

***Note:** Due to proposed changes to HB 1403, s. 1002.394(3)(b), F.S. and s. 1002.394(6), F.S., these statutes will be effective July 1, 2024.

Part V. Appendices

Appendix A: General Policies and Procedures

1. Procedural Safeguards for Students with Disabilities

One of the following must be selected:

- The Florida Department of Education's Notice of Procedural Safeguards for Parents of Students with Disabilities, as posted on the department's website.
- A different notice of procedural safeguards for parents of students with disabilities, included as an attachment.

2. Procedural Safeguards for Students Who Are Gifted

One of the following must be selected:

- The Florida Department of Education's Procedural Safeguards for Exceptional Students Who Are Gifted, as posted on the department's website.
- A different notice of procedural safeguards for parents of students who are gifted, included as an attachment.
- This requirement is not applicable for the Department of Corrections.

This requirement is not applicable for the Florida Department of Corrections.

3. Transfer of Parental Rights at Age of Majority

4. Provision of Equitable Services to Parentally-Placed Private School Students with Disabilities

Appendix B: Unique Philosophical, Curricular or Instructional Considerations

The school district has included as an attachment additional information related to evaluations; qualified evaluators; or philosophical, curricular, or instructional considerations for the exceptionalities identified below:

II.B.1 Autism Spectrum Disorder

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.2 Deaf or Hard of Hearing

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.3 Developmentally Delayed

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.4 Dual Sensory Impaired

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.5 Emotional or Behavioral Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.6 Established Conditions

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.7 Homebound or Hospitalized

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.8 Intellectual Disabilities

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

II.B.9 Orthopedic Impairment

- Evaluations

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Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.10 Other Health Impairment

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.11 Traumatic Brain Injury

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.12 Specific Learning Disabilities

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.13 Speech Impairments

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.14 Language Impairments

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.15 Visually Impaired

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.16 Related Services – Occupational Therapy

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.B.17 Related Services – Physical Therapy

Evaluations

Qualified Evaluators

Unique Philosophical, Curricular or Instructional Considerations

II.C. Individual Educational Plans (IEPs)

II.F. Prekindergarten Children with Disabilities

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- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

III.A. Gifted

- Evaluations
- Qualified Evaluators
- Unique Philosophical, Curricular or Instructional Considerations

Other

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Appendix B: Developmentally Delayed Additional Attachment: The Process for determining if a prekindergarten student will transition to kindergarten with the exceptionality of Developmental Delay, and the description of the monitoring that takes place to determine when the student is ready for dismissal from Developmental Delay is as follows:

The IEP team conducts an articulation IEP meeting for all ESE PreKindergarten students that are age appropriate to articulate to Kindergarten for the next school year. The IEP team reviews the student's progress, needs, and all available existing data and will obtain consent for reevaluation if the team is considering removal/dismissal from the exceptionally Developmental Delay (DD) prior to the student entering KG.

If the student is not dismissed from DD in PreK and will transition to KG as a student with a developmental disability, the IEP team will update the student's present levels of academic achievement and functional performance, examine and revise annual goals/objectives as needed, select appropriate accommodations based on the student's needs, and determine the student's ESE and related services to be provided in Kindergarten.

Once a student with a developmental disability enters KG, the IEP team will monitor the student's need for specially designed instruction and progress closely. As the IEP team engages in ongoing progress monitoring, the team will consider the need to implement interventions via the MTSS process. In some cases, students with developmental disabilities may simply require additional time and exposure to the KG and Grade 1 curriculum and Tier 1 MTSS interventions with ESE support to close the gap of any developmental milestones (physical, cognitive, social and emotional factors) compared to their same age peers without disabilities. If the IEP determines that a student needs tiered MTSS interventions, the student's intervention plan, intervention progress, and response to intervention will be monitored weekly or daily according to the intervention plan. All MTSS data is entered into the school district's student data MTSS platform.

The IEP team will engage in the reevaluation process for all students with developmental disabilities to dismiss the student from exceptional education (or remove developmental disability exceptionality) or determine the student eligible under another category of disability before the child is 10 years old or through the student's completion of grade 2, whichever occurs first.

Appendix C: School District Plan to Increase the Participation of Underrepresented Students in the Program for Students Who Are Gifted

Current Status

Provide the following data:

Total Student Population

Total Number of Students

39,100

Total Number of Gifted Students

2,455

Percent of All Gifted Students

6.28%

Limited English Proficient (Limited English proficient students are those who are coded as "LY," "LN," "LP," or "LF")

Number of LEP Students

1,819

Number of LEP Gifted Students

15

Percent of LEP Gifted Students

0.82%

Percentage of LEP Gifted Compared to Total Number of Gifted Students

0.61%

*In order to calculate the "Percentage of LEP Gifted Compared to Total Number of Gifted Students", divide the number of LEP gifted students by the total number of gifted students in the district and move the decimal point two numbers to the right.

Low Socio-Economic Status (SES) Family

Number of Low SES Students

18,648

Number of Low SES Gifted Students

1,136

Percent of Low SES Gifted Students

6.09%

Percentage of Low SES Gifted Compared to Total Number of Gifted Students

46.27%

*In order to calculate the "Percentage of Low SES Gifted Compared to Total Number of Gifted Students", divide the number of Low SES gifted students by the total number of gifted students in the district and move the decimal point two numbers to the right.

School District Goal

Provide the school district's goal to increase the participation of students from underrepresented groups in programs for students who are gifted, including the targeted categories.

According to Rule 6A-6.03019(2)(b)(l), Florida Administrative Code (FAC), under-represented groups include students who are limited English proficient (LEP) or from a low socio-economic (SES) status family. Pursuant to the eligibility provisions of Rule 6A-6.030 19(2)(b)2, FAC, the goal is to achieve a representation of eligible students in programs for the gifted that is representative of the student population in the Clay County District Schools. The Clay County plan targets students in both of these groups. Over the next three years, the district's goal is to increase the percentage of students from LEP under-represented groups at least 2.0% above the Spring 2024 data and to increase the percentage of students from low SES under-represented groups at least 0.19% above the Spring 2024 data. The percent of LEP Gifted students will increase from 0.82% to at least 2.82%, and the percent of low SES students will increase from 6.09% to 6.28%. It should be noted that both the LEP and low SES designations are subject to change for individual students. (For example, many LEP gifted students quickly master the language and then are no longer classified as LEP). The long term district goal for Clay County is to achieve proportional representation in the gifted program of all currently under-represented populations.

The school district's plan addressing each of the following areas is included as an attachment.

1. Screening and Referral Procedures

2. Student Evaluation Procedures

3. Eligibility Criteria

4. Instructional Program Modifications or Adaptations

5. School District Evaluation Plan

Appendix D: School District Policies Regarding the Allowable Use or Prohibition of Restraint

Select from the following:

- This Exceptional Student Education P&P serves as the school district's policy regarding the allowable use or prohibition of restraint of students with disabilities.

Appendix E: Policies and Procedures Unique to Developmental Research (Laboratory) Schools

- This section is not applicable for the district.

Section 1002.32, F.S., establishes the category of public schools known as developmental research (laboratory) schools (lab schools). In accordance with s. 1002.32(3), F.S., "The mission of a lab school shall be the provision of a vehicle for the conduct of research, demonstration, and evaluation regarding management, teaching, and learning." Each lab school shall emphasize mathematics, science, computer science, and foreign languages. The primary goal of a lab school is to enhance instruction and research in such specialized subjects by using the resources available on a state university campus, while also providing an education in nonspecialized subjects. The exceptional education programs offered shall be determined by the research and evaluation goals and the availability of students for efficiently sized programs (s. 1002.32(3)(e), F.S.).

Describe the exceptional education services available within the lab school:

Appendix F: Best Practices in Inclusive Education (BPIE) Assessment

Section 1003.57(1)(f), F.S., establishes the following requirement for school districts, "Once every three years, each school district and school shall complete a BPIE assessment with a Florida Inclusion Network facilitator and include the results of the BPIE assessment and all planned short-term and long-term improvement efforts in the school district's exceptional student education policies and procedures. BPIE is an internal assessment process designed to facilitate the analysis, implementation, and improvement of inclusive educational practices at the school district and school team levels."

The following is a summary of revisions/additions to the 23-24 through 25-26 ESE P&P:

Section A.5: District Procedures Related to Review of Data and Reporting Procedures (including monitoring and training) - **Added** description of PBIS, and how the district implements professional development for PBIS.

Section A.6: District Plan Related to Reducing the Use of Restraint - **Added** an analysis of 22-23 incidence of restraint data.

Section B.4: Juvenile Justice Facilities, County Jails and Municipal Detention Facilities - **Added** district procedures to ensure that all eligible-age students with disabilities who are in need of special education and related services are identified, located and evaluated in county jail or municipal detention facilities located within the school district.

Section C.1: Exceptional Student Education Procedural Safeguards - **Added** policies and procedures related to how information about dispute resolution mechanisms are made available to parents according to the notice of procedural safeguards for students with disabilities and the notice of procedural safeguards for students who are gifted.

Section C.3: Transfer of Parental Rights at Age of Majority - **Added** procedures for when a student with a disability has reached the age of majority and does not have the ability to provide informed consent with respect to his or her educational program.

Section G: General Education Intervention Procedures - **Revised** language to reflect current best practices for the implementation, monitoring, and decision criteria for initiating an evaluation.

Section D: Discipline - **Revised** language to clarify the selection and participation of attendees for manifestation determination meetings.

Section E: Participation in State and District Assessments - **Added** 22-23 data related to the percentage of students in the district on alternate assessment, and the district's risk ratio for disproportionality in each academic content area for each subgroup participating in alternate assessment.

Section F: Eligibility Criteria for Prekindergarten Children with Disabilities - **Updated** the district's processes and procedures regarding the transition of eligible children from Early Steps to the Part B Program for Prekindergarten Children with Disabilities.

Appendix B: Developmentally Delayed Additional Attachment - **Added** the district's process for determining if a prekindergarten student will transition to kindergarten with the exceptionality of Developmental Delay, and the description of the monitoring that takes place to determine when the student is ready for dismissal from Developmental Delay.

Appendix C: School District Plan to Increase the Participation of Underrepresented Students in the Program for Students Who Are Gifted - **Revised** to add 23-24 student data for underrepresented students in the Gifted program, the school district's goal to increase the participation of students from underrepresented groups in programs for students who are gifted, and the school district's plan to increase the participation of students from underrepresented groups in programs for students who are gifted (screening, referral, and evaluation procedures, eligibility criteria, instructional program modifications or adaptations, and the school district's evaluation plan).

Appendix F: Best Practices in Inclusive Education (BPIE) Assessment - **Uploaded** the District's Best Practices for Inclusive Education Assessment Document (District's BPIE Indicator Rating Tally Sheet), and the plan for Inclusive Education: Short- and Long-Term Improvement Efforts.

Bureau of Exceptional Education and Student Services
Exceptional Student Education (ESE) Policies and Procedures (P&P) Signature Page

School District:	
ESE Director:	
This document is effective for the 2024-2025 school year.	

CERTIFICATION OF APPROVAL

I, , do hereby certify that each of the statements below are true:	
	
Signature of Superintendent of School District Authorized Representative of Governing Body or Agency	Date of Approval or

SPECIAL PROGRAMS AND PROCEDURES

The district's *ESE P&P* document was approved by the governing body for submission to the Florida Department of Education on the date indicated.

The contents of this document preprinted by the Florida Department of Education have not been altered in any way.

The school district shall implement the requirements of any Florida Statutes or State Board of Education rules affecting programs for exceptional students during the effective dates of this document.

The school district shall implement the requirements of the Individuals with Disabilities Education Act and its implementing requirements found in Title 34, section 300, Code of Federal Regulations.

SCHOOL DISTRICT ESE P&P

Any district-produced ESE P&P documents that meet the following criteria have been submitted to the Florida Department of Education with the ESE P&P. Such documents would include:

- Supplemental information contained in the district's ESE P&P;
- Exceptional student education policies or procedures addressed by the school district; and
- School district policies that are adopted by the school board.

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO
APPROVE REVISIONS TO 2023-2024 THROUGH 2025-2026
POLICIES AND PROCEDURES (P&P) MANUAL**

Approval to Advertise: The School Board of Clay County, Florida (“the Board”) approves the advertisement of revisions to 2023-2024 Through 2025-2026 Policies and Procedures (P&P) Manual.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies 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 revisions to 2023-2024 Through 2025-2026 Policies and Procedures (P&P) Manual 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 - December 12, 2024. 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 Policy amendments.

Rule Making Authority: The Board is authorized to adopt revisions to 2023-2024 Through 2025-2026 Policies and Procedures (P&P) Manual under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced policy revisions are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed policy was originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt proposed revisions to School Board Policy 6.01 following a public hearing. ***The public hearing shall be held on Thursday, February 6, 2025***, 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

December 12, 2024 Regular School Board Meeting

Title

C9 - K-12 Academic Services Out of State and Overnight Student Travel

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
Lake Asbury Junior High	2/6 - 2/10/25	Orlando, FL	Athletics	Tourn. held in the Wide World of Sports
Clay High School	11/22 - 11/23/24	Brooksville, FL	NJROTC	Unit qualified for Area-10 competition
Fleming Island High	11/14 - 11/16/24	Howey-in-the-Hills, FL	Boys Golf	Boys golf state finals
Keystone Heights High	11/3 - 11/4/24	Trinity, FL	Boys Golf	Qualified for regional Golf Tournament
Middleburg High	5/16 - 5/17/25	Orlando, FL	NJROTC	Units year end field trip to Seaworld/Busch Gardens
Middleburg High	4/3 - 4/4/25	Orlando, FL	Cybersecurity Students	Cybersecurity competition
Middleburg High	Various Dates	Various locations	Soccer	Possible overnight trips if team makes playoffs and state championship
Oakleaf High	2/13 - 2/17/25	Orlando, FL	Dance Team	National High School Dance Championship
Oakleaf High	1/25/25	Waycross, GA	NJROTC	NJROTC Competition
Oakleaf High	1/31 - 2/1/25	Douglas, GA	NJROTC	NJROTC Competition
Oakleaf High	4/3 - 4/5/25	Kissimmee, FL	Softball	Kissimmee Klassic softball tournament
Oakleaf High	2/27 - 3/1/25	Montverde, FL	Softball	Montverde Academy Invitational Softball tournament
Oakleaf High	Various Dates	Various locations	Girls Weight Lifting	Possible overnight if team qualifies for Regional or State Competition
Oakleaf High	11/2/24	Cairo, GA	NJROTC	Unit attempting to earn a qualifying score to compete in State competition

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, Chief Academic Officer; roger.dailey@myoneclay.net; 904-336-6904

Treasure Pickett, Chief of Secondary Ed; treasure.pickett@myoneclay.net; 904-336-6918

Financial Impact

None

Review Comments**Attachments**

📎 [December 2024 Student Travel.pdf](#)

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Clay County District Schools Field Trip Request Form

12/12/24

✓

School Requesting:	*JR* Lake Asbury Junior High
Staff Requesting:	Haley Moore, Coach haley.moore@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics
Destination:	Wide World of Sports/All Star Resort Hotel, Orlando, FL
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 2/6/2025 6:30:00 Ends: 2/10/2025 18:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Haley Moore Nicole Patton
Anticipated # of Students:	11
Cost Per Student and What it Covers:	\$1,050 Hotel, competition registration, park tickets, competition celebration event, transportation to and from competition venue
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	\$1,200 Hotel, competition entry, park ticket, competition celebration ticket, transportation to and from competition venue
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	1300
Blanket Request:	No

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Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Haley Moore</i> 10/30/2024 13:39:13
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here 11-12-24
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here 11/14/24
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here 11/18/24

*District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

12/12/24 ✓

School Requesting:	*HS* Clay High
Staff Requesting:	Donald Green, NJROTC Instructor donald.green@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC
Destination:	Central High School, Brooksville FL
Education Value	Area-10 Athletic Competition
FLDOE Standards/Benchmarks	Physical Fitness
Field Trip Details: Start/End Date/Time	Starts: 11/22/2024 16:30:00 Ends: 11/23/2024 21:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	District School Bus(es) - Must Utilize the Transportation Request Form
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	20
Cost Per Student and What it Covers:	0 N/A
Anticipated # of Chaperones:	2
Cost Per Chaperone and What it Covers:	0 N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	3167
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	

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I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Donald Green</i> 11/4/2024 9:43:08
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>[Signature]</i> 11/4/24
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>[Signature]</i> 11/5/24
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>[Signature]</i> 11/7/24

***District Use Only**

ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____

ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) 11/7/24. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) 12/12/24.

CTE EVENT
Event was Pre-Approved at the School Board meeting on (Date) _____



Clay County District Schools Field Trip Request Form

12/12/24



School Requesting:	*HS* Fleming Island High
Staff Requesting:	Bruce Cloud, Coach bruce.cloud@myoneclay.net
Grade Level and Subject/Program:	Eleventh Boys' Golf Team
Destination:	Mission Inn Resort, 10400 FL Hwy 48, Howey-in-the Hills, FL34737
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 11/14/2024 7:00:00 Ends: 11/16/2024 15:00:00 <i>Boys Golf State Finals</i>
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Parents are driving their own players
Anticipated # of Students:	6
Cost Per Student and What it Covers:	N/A N/A
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	N/A N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	N/A
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	

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I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Bruce Cloud</i> 11/5/2024 10:18:22
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>Mel Murray 11/5/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>[Signature] 11/5/24</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Bini 11/7/24</i>

*District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) <u>11/7/24</u> . Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) <u>12/12/24</u> .
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

12/12/24



Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Keystone Heights Junior/Senior High
Staff Requesting:	Ryan Begue, Coach steven.reynolds@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics <i>Regional Golf Tournament</i>
Destination:	Trinity, FL
Education Value	N/A <i>had to qualify</i>
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 11/3/2024 12:00:00 Ends: 11/4/2024 21:00:00
Overnight:	<input checked="" type="radio"/> Yes
Out-Of-State:	<input type="radio"/> No
Type of Transportation:	Private Vehicle(s)
Charter Bus Company (if applicable):	Approved personal Vehicle
Legal Name of Approved Drivers (if applicable)	Ryan Begue
Anticipated # of Students:	5
Cost Per Student and What it Covers:	TBD N/A
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	TBD N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	Athletics
Blanket Request:	<input type="radio"/> No
Schedule for Blanket Requests: (if applicable)	

36

I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Ryan Beque</i> 11/1/2024 11:23:10
Principal Signature and Date	Principal Signs Here <i>Barry Mullah</i> 11/1/24 Principal Inserts Date Here
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>PICKETT</i> 11/5/24 Assistant Superintendent Inserts Date Here
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> 11/7/24 Superintendent Inserts Date Here

*District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) <u>11/7/24</u> . Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) <u>12/12/24</u> .
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.


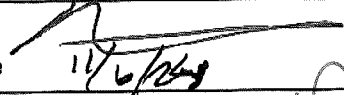


12/12/24



Clay County District Schools Field Trip Request Form

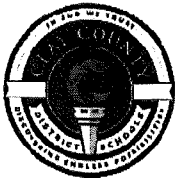
School Requesting:	*HS* Middleburg High
Staff Requesting:	Aaron Lee, Teacher aaron.lee@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC
Destination:	Seaworld, 7007 Sea World Dr, Orlando, FL 32821 and Busch Gardens, 10165 McKinley Dr, Tampa, FL 33612
Education Value	NJROTC end of the year field trip. Build camaraderie among unit.
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 5/16/2025 7:00:00 Ends: 5/17/2025 22:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Candies Coach Bus.
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	50
Cost Per Student and What It Covers:	\$375 Admission to parks, hotel, bus and dining pass.
Anticipated # of Chaperones:	5
Cost Per Chaperone and What it Covers:	Free for every ten students that purchase tickets. Park admission, bus and hotel room
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	NJROTC 3167
Blanket Request:	No
Schedule for Blanket Requests:	

50

(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	Aaron Lee 11/6/2024 11:13:34 
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here  11/6/2024
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here  11/8/24
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here  D. Brodini 11/18/24

*District Use Only
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



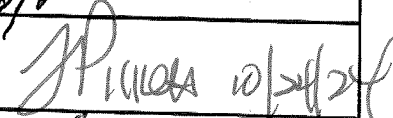
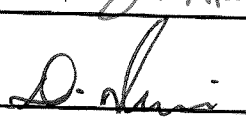
12/12/24



Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Middleburg High
Staff Requesting:	Christine Ackerman, Teacher christine.ackerman@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade CTE
Destination:	Caribe Royale Resort, 8101 World Center Drive Orlando, Florida 32821
Education Value	Cybersecurity competition
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 4/3/2025 14:00:00 Ends: 4/4/2025 21:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Candles Coachworks
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	12
Cost Per Student and What it Covers:	0 All costs paid for by CyberFlorida grants
Anticipated # of Chaperones:	2
Cost Per Chaperone and What it Covers:	0 All costs paid for by CyberFlorida grants
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	N/A All costs paid for by CyberFlorida grants
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	

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I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	Christine Ackerman 10/17/2024 10:29:45 
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here  10/18/24
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here  10/24/24
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here  10/24/24

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>12/12/24</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

12/12/24

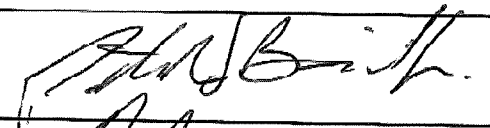
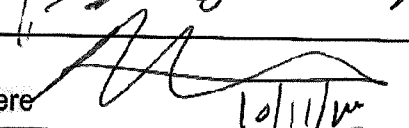

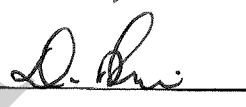


Clay County District Schools Field Trip Request Form



School Requesting:	*HS* Middleburg High
Staff Requesting:	Patrick Baird, Coach melissa.martinez@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics <i>Spacer - full season</i>
Destination:	See Attached
Education Value	Athletics
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 11/1/2024 17:00:00 Ends: 2/25/2025 17:00:00
Overnight:	<i>NO</i> <input checked="" type="radio"/> Yes <i>Overnight TBD at end of season</i>
Out-Of-State:	No <i>pass by playoffs</i>
Type of Transportation:	District School Bus(es) - Must Utilize the Transportation Request Form, Parent responsible for each student transportation
Charter Bus Company (if applicable):	NO
Legal Name of Approved Drivers (if applicable)	Patrick Baird
Anticipated # of Students:	48
Cost Per Student and What it Covers:	0 0
Anticipated # of Chaperones:	4
Cost Per Chaperone and What it Covers:	0 0
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	0391
Blanket Request:	Yes
Schedule for Blanket Requests:	https://drive.google.com/open?id=1P6KMojkfCafz8TjegCDWmywRifSg

44

(if applicable)	CtTw
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	Patrick J Baird Jr 10/17/2024 13:48:56 
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here  10/11/24
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here  10/24/24
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here  10/31/24

*District Use Only
<input checked="" type="checkbox"/> ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>12/12/24</u>
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____ Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____
<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____

Boys JV & Varsity Soccer

Pre-Season Tournament

Friday	11/1/24	@ CCSC Eagle Harbor	Times TBD
Saturday	11/2/24	@ CCSC Eagle Harbor	Times TBD

In-Season

Tuesday	11/5/24	@ Duval Charter	530/720
Thursday	11/7/24	@ Oakleaf 11/7	V only 720
Tuesday	11/12/24	Vs Ridgeview	530/720
Friday	11/15/24	Vs Fleming 11/15	530/720
Tuesday	11/19/24	Vs Columbia	530/720
Friday	11/22/24	@ Clay	530/720

Thanksgiving Break

Tuesday	12/3/24	Vs Clay	530/720
Thursday	12/5/24	@ Palatka	530/720
Friday	12/6/24	@ St. Johns Country	V only 600
Monday	12/9/24	@ Oakleaf	JV only 720
Tuesday	12/10/24	@ Orange Park	530/720
Thursday	12/12/24	@ Paxon	530/720
Friday	12/13/24	Vs Westside	V Only 0720 (Girls V at 0530 Senior Night)
Tuesday	12/17/24	Vs Duval Charter	530/720
Thursday	12/19/24	@ Keystone Heights	530/720

Winter Break

Tuesday	1/7/25	@ Ridgeview	530/720
Friday	1/10/25	Vs Nease	530/720
Tuesday	1/14/25	Vs Orange Park	530/720
Friday	1/17/25	@ PK Yonge	530/720

16 JV games 18 Varsity plus pre-season tournament
8 Home games 10 Away games

Districts	1/22/25-1/25/25 and 1/27/25-1/30/25 location TBD
Regional Quarterfinals	2/4/25 7pm location TBD
Regional Semifinals	2/7/25 7pm location TBD
Regional Finals	2/12/25 7pm location TBD
State Championship	2/18/25-2/22/25 Lake Myrtle Sports Park Auburndale, FL

12/12/24

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Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Christine Roe, Coach christine.roe@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Dance Team
Destination:	NDA High School National Dance Championship, 6001 Destination Parkway, Orlando, FL, 32819
Education Value	Students will be able to demonstrate leadership, critical thinking, and teambuilding skills. Students will be able to showcase the hard work and dedication necessary to participate in a performing arts program.
FLDOE Standards/Benchmarks	<p>DA.912.C.1.2 Apply replication, physical rehearsal, and cognitive rehearsal to aid in the mental and physical retention of patterns, complex steps, and sequences performed by another dancer.</p> <p>DA.912.C.1.3 Develop and articulate criteria for use in critiquing dance, drawing on background knowledge and personal experience, to show independence in ones response. DA.912.C.1.4 Weigh and discuss the personal significance of using both physical and cognitive rehearsal over time to strengthen ones own retention of patterns, complex steps, and sequences for rehearsal and performance.</p> <p>DA.912.C.2.1 Analyze movement from varying perspectives and experiment with a variety of creative solutions to solve technical or choreographic challenges.</p> <p>DA.912.C.2.2 Make informed critical assessments of the quality and effectiveness of ones own technique and performance quality, based on criteria developed from a variety of sources, to support personal competence and artistic growth.</p> <p>DA.912.C.2.3 Develop a plan to improve technique, performance quality, and/or compositional work with artistic intent.</p> <p>DA.912.C.2.4 Evaluate nuances of movement and their relationship to style, choreographic elements, and/or other dancers, and apply this knowledge to alter personal performance.</p> <p>DA.912.C.3.1 Critique the quality and effectiveness of performances based on exemplary models and self-established criteria.</p> <p>DA.912.C.3.2 Assess artistic or personal challenges, holistically and in parts, to explore and weigh potential solutions to problems in technique or composition.</p> <p>DA.912.S.1.1 Synthesize a variety of choreographic principles and structures to create a dance.</p> <p>DA.912.S.2.1 Sustain focused attention, respect, and discipline during class, rehearsal, and performance.</p> <p>DA.912.S.2.2 Apply corrections and concepts from previously learned steps to different material to improve processing of new information.</p> <p>DA.912.S.2.3 Demonstrate ability to manipulate, reverse, and reorganize combinations to increase complexity of sequences.</p> <p>DA.912.S.2.4 Demonstrate retention of directions, corrections, and memorization of dance from previous rehearsals and classes.</p> <p>DA.912.S.3.1 Articulate and consistently apply principles of alignment to axial, locomotor, and non-locomotor movement.</p> <p>DA.912.S.3.2 Develop</p>

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	<p>and maintain flexibility, strength, and stamina for wellness and performance. DA.912.S.3.3 Initiate movement transitions and change of weight, in and through space, with clear intention and expression appropriate to one or more dance forms. DA.912.S.3.4 Perform dance vocabulary with musicality and sensitivity. DA.912.S.3.5 Maintain balance while performing movements that are vertical, off-vertical, or use a reduced base of support. DA.912.S.3.6 Use resistance, energy, time, and focus to vary expression and intent. DA.912.S.3.7 Move with agility, alone and relative to others, to perform complex dance sequences. DA.912.S.3.8 Articulate and apply a stylistically appropriate sense of line to enhance artistry in one or more dance forms. DA.912.S.3.9 Demonstrate mastery of dance technique to perform technical skills in complex patterns with rhythmic acuity, musicality, and clear intent, purpose, expression, and accuracy. DA.912.F.3.1 Demonstrate leadership and responsibility through designing choreography, planning rehearsals, or directing a dance piece. DA.912.O.3.5 Use accurate dance and theatre terminology to communicate effectively with teachers, directors, dancers, and technical crews. DA.912.O.1.2 Apply standards of class and performance etiquette consistently to attain optimal working conditions. DA.912.O.1.3 Dissect or assemble a step, pattern, or combination to show understanding of the movement, terminology, and progression.</p>
Field Trip Details: Start/End Date/Time	Starts: 2/13/2025 13:40:00 Ends: 2/17/2025 7:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Parents to drive their own students in personal private vehicles.
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	7
Cost Per Student and What It Covers:	N/A N/A
Anticipated # of Chaperones:	2
Cost Per Chaperone and What It Covers:	N/A N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	4036 Dance Team
Blanket Request:	No

Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Christine Roe</i> 11/7/2024 13:23:09
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>11/12/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here <i>11/14/24</i>
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here <i>11/18/24</i>

*District Use Only	
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<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

12/12/24



School Requesting:	*HS* Oakleaf High
Staff Requesting:	Jamielee Willis, Department Head jamie.willis@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC
Destination:	950 New Mexico Avenue Waycross Ga.
Education Value	Teamwork
FLDOE Standards/Benchmarks	Demonstrate competency in many, and proficiency in a few, movement forms from a variety of categories.
Field Trip Details: Start/End Date/Time	Starts: 1/25/2025 8:30:00 Ends: 1/25/2025 13:30:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Rental
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	5
Cost Per Student and What it Covers:	NA NA
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	NA NA
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	100-5100360-0661-1220
Blanket Request:	No
Schedule for Blanket Requests:	

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(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Jamilee Willis</i> 11/12/2024 9:46:00
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>11/12/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here <i>11/12/24</i>
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here <i>11/18/24</i>

District Use Only	
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<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

12/2/24



Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Jamie Willis, Department Head jamie.willis@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC
Destination:	Coffee HS 159 Trajan Way Douglas, GA 31533
Education Value	Team work, Communication Skills
FLDOE Standards/Benchmarks	Demonstrate competency in many, and proficiency in a few, movement forms from a variety of categories.
Field Trip Details: Start/End Date/Time	Starts: 1/31/2025 7:00:00 Ends: 2/1/2025 20:00:00
Overnight:	Yes
Out-Of-State:	Yes
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Robbins Charter
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	35
Cost Per Student and What it Covers:	40 Hotel, lunch, Dinner
Anticipated # of Chaperones:	4
Cost Per Chaperone and What it Covers:	0 N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	100-5100360-0661-1220
Blanket Request:	No
Schedule for Blanket Requests:	

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(If applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Jamilee Willis</i> 11/12/2024 9:51:46
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>11/12/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here <i>11/12/24</i>
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here <i>11/13/24</i>

*District Use Only
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<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

12/12/24



School Requesting:	*HS* Oakleaf High
Staff Requesting:	Heather Han, Coach heather.han@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics
Destination:	undefined
Education Value	Kissimmee Klassic is one of the best quality softball tournaments in the state. It prepares our student-athletes to excel and overcome challenges on the field and in life.
FLDOE Standards/Benchmarks	PE.912.R.5
Field Trip Details: Start/End Date/Time	Starts: 4/3/2025 8:00:00 Ends: 4/5/2025 22:00:00
Overnight:	<input checked="" type="radio"/> Yes
Out-Of-State:	<input type="radio"/> No
Type of Transportation:	Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Heather Han, Amanda Dacunto
Anticipated # of Students:	20
Cost Per Student and What it Covers:	0 0
Anticipated # of Chaperones:	2-3
Cost Per Chaperone and What it Covers:	0 0
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	1146 Softball
Blanket Request:	undefined

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Schedule for Blanket Requests: (if applicable)	undefined
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Heather R. Han</i> 9/9/2024 7:01:38
Principal Signature and Date	Principal Signs Here <i>J. Han</i> Principal Inserts Date Here <i>9/10/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>J. Han 11/8/24</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Blum 11/18/24</i>

*District Use Only
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

2025 Roger Jones Kissimmee Klassic

sponsored by Experience Kissimmee

"Prep Softball At Its' Best"

April 3-5, 2025

Coaches,

We want to invite you to the 32nd Annual Roger Jones Kissimmee Klassic. We are very excited to announce that this year's event will be played April 3rd, 4th and 5th, 2025.

The event will once again be hosted by the Lady Kowboy Softball program at the City of Kissimmee's Fortune Road Athletic Complex. This top notch facility promises to provide a wonderful experience for participants, fans and College recruiters.

Event Fee is \$575.00 per team.

There will be a four-game guarantee so that all teams will have plenty of opportunity for competition. Due to field space limitations, the total number of teams in the event will be limited to 32. Due to the limit on the number of teams, please respond immediately to secure your spot in this prestigious event.

Thank you for your continued support of the Kissimmee Klassic and the Osceola Kowboys Softball Program.

Yours truly,

Miranda Watford
Head Softball Coach
Osceola High School



Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Heather Han, Coach heather.han@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics
Destination:	undefined
Education Value	MAIST is a very competitive tournament. It prepares our student-athletes to excel and overcome challenges on the field and in life.
FLDOE Standards/Benchmarks	PE.912.R.5
Field Trip Details: Start/End Date/Time	Starts: 2/27/2025 6:00:00 Ends: 3/1/2025 23:00:00
Overnight:	<input checked="" type="radio"/> Yes
Out-Of-State:	<input type="radio"/> No
Type of Transportation:	Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Heather Han, Amanda Dacunto
Anticipated # of Students:	20
Cost Per Student and What it Covers:	0 0
Anticipated # of Chaperones:	2-3
Cost Per Chaperone and What it Covers:	0 0
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	1146 Softball
Blanket Request:	undefined

Schedule for Blanket Requests: (if applicable)	undefined
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Heather R. Han</i> 9/9/2024 10:51:41
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>11/5/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here <i>11/5/24</i>
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here <i>11/7/24</i>

*District Use Only	
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<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Montverde Academy Invitational Softball Tournament
Contract - 2025

Dates: February 27th - March 1st

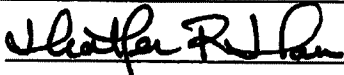
Location: Montverde Softball Field - 17235 Seventh St. Montverde, FL 34756

Website: **MAIST Teams - Montverde Academy Athletics (mvasports.com)** - Schedules, Updates, etc. can be found here.

Contract Details

1. **Sites and Facilities:** MVA agrees to host MAIST 2025 at the MVA softball complex. Facility usage will include the turf practice field and covered batting cages (a schedule will be provided each team). The locker room will not be available for use. MVA Softball Facility has accessible bathrooms, spectator parking and seating, and a concession stand that will be open for the duration of the tournament. Coolers must stay in the dugout with the team; fans are not permitted to bring coolers. Tournament t-shirts will be sold at the facility for the duration of the tournament.
2. **Tournament Officials, Athletic Services, and Game Balls:** MVA is responsible for all tournament officials. Athletic Director and/or Assistant Athletic Directors will be on-site and available. Athletic Training Staff will be on-site for the duration of the tournament. MVA will provide game balls for each tournament game.
3. **Game Day Information:** Please be prepared to possibly start your game(s) earlier than their scheduled time due to a run-rule in the game before yours. Be aware that games could also start later than their scheduled times due to extra innings in the game before yours.
4. **Rules and Regulations:** MAIST will follow all FHSAA Rules. Please visit: https://fhsaa.com/documents/2024/9/16//2425_softball_sport_manual_update.pdf?id=5683 for complete softball handbook.
5. **Livestream and Posted Results:** MVA will be live-streaming the tournament through the NFHS network. Live-streaming using your own devices is prohibited. We will provide game footage after each game, or it can be found on the NFHS network using this link: **Montverde Academy - Montverde, FL (nfhsnetwork.com)**
6. **Awards:** MVA will present awards to the MAIST Champion and the MAIST All-Tournament Team at the conclusion of the tournament. All-Tournament judges will be at each game and will be voting on the All-Tournament team.
7. **Box Office/Tickets:** Tickets will be sold on-site and online at gofan.co for \$10/day.
8. **Inclement Weather:** In the event of inclement weather, all fans and players will be required to report to their vehicles and wait until the all-clear alarm has sounded. Athletic Administration will decide if and when games need to be moved, changed or cancelled.
9. **Cancellation Policy:** No refunds will be given after payment is made. Your payment secures your spot in MAIST.
10. **Payment and Due Date:** Payment in the amount of **\$300.00** is due by January 31st, 2025. Checks are made out to: **Montverde Academy** and in the memo line: **MAIST Softball Tournament**. Your payment includes admission into the tournament and concession vouchers for all players and coaches. Rosters (player name, jersey #, position, and grade) are also be due by January 31st, 2025.

High School: OAKLEAF HIGH SCHOOL Date: 11/5/24

Head Coach Signature: 



Clay County District Schools Field Trip Request Form

12/12/24



School Requesting:	*HS* Oakleaf High
Staff Requesting:	Shay Mensie, Coach shanae.mensie@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics
Destination:	Multi
Education Value	N/A
FLDOE Standards/Benchmarks	N /A
Field Trip Details: Start/End Date/Time	Starts: 11/6/2024 6:00:00 Ends: 2/15/2025 20:00:00
Overnight:	Yes <i>possibly, if state</i>
Out-Of-State:	No
Type of Transportation:	Charter Bus, District School Bus(es) - Must Utilize the Transportation Request Form, District Vehicle, Private Vehicle(s)
Charter Bus Company (if applicable):	Annett Bus line
Legal Name of Approved Drivers (if applicable)	Sherronda Harris, Rodney DuBose, Aaron Samples, Shanae Mensie
Anticipated # of Students:	2-30
Cost Per Student and What it Covers:	NONE NONE
Anticipated # of Chaperones:	2
Cost Per Chaperone and What it Covers:	NONE NONE
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	Girls weightlifting/athletics
Blanket Request:	Yes
Schedule for Blanket Requests:	https://drive.google.com/open?id=1Qm8-BIWXGPAVsslzQoRgumswcR

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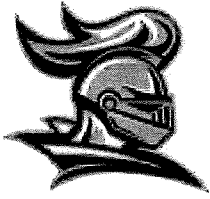
(if applicable)	bf_t4KkbzWWjo8Zr0
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Shanae Mensie</i> 10/17/2024 11:27:19
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>10/08/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here <i>10/24/24</i>
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here <i>10/31/24</i>

***District Use Only**

ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) 12-12-24

ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.

CTE EVENT
Event was Pre-Approved at the School Board meeting on (Date) _____.



OAKLEAF

KNIGHTS



GIRLS WEIGHTLIFTING 2024-2025 SCHEDULE

Varsity

Pedro Menendez HS	November 6, 2024	4:30 PM*
Yulee HS	November 13, 2024	6:00 PM
The Island Invite	November 21, 2024	6:00 PM
UC/Fleming Island HS	December 5, 2024	4:30 PM
Ridgeview HS	December 10, 2024	5:00 PM
Suwannee HS Christmas Invite	December 14, 2023	10:00 AM
Tocoi Creek HS	December 18, 2023	4:30 PM*
Clay County Championship**	January 10, 2025	9:00 AM
District 2 Championship	January 23, 2025	9:00 AM
Regional 1 Championship	February 1, 2025	9:00 AM
FHSAA State Championship	February 14-16, 2025	12:00 PM

Junior Varsity

Fernandina Beach HS	October 30, 2024	5:00 PM
University Christian	November 14, 2024	4:30 PM*
Baker County HS	November 21, 2024	4:30 PM
UC/Fleming Island HS	December 5, 2024	4:30PM
Ridgeview/Mandarin HS	December 12, 2024	4:00 PM
Fernandina Beach HS	January 9, 2025	6:00 PM
JV Championship	January 16, 2025	TBD

All GOLD are HOME ** All County Senior Knight



12/12/24



Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Jamielee Willis, Department Head jamie.willis@myoneclay.net
Grade Level and Subject/Program:	Eleventh ROTC
Destination:	Cairo High School C455 5th ST. SE Cairo, Georgia 39828
Education Value	Team work , Building confidence , and to qualify for the Florida State Championship
FLDOE Standards/Benchmarks	Identify, analyze and evaluate, and perform proper procedure and concepts to hit a target by using the three different positions of marksmanship.
Field Trip Details: Start/End Date/Time	Starts: 11/2/2024 8:00:00 Ends: 11/2/2024 19:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	rental
Charter Bus Company (if applicable):	NA
Legal Name of Approved Drivers (if applicable)	Jamielee Willis
Anticipated # of Students:	4
Cost Per Student and What it Covers:	31.25 entry fee and meals
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	0 NA
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	10051003300661/1220-00000000
Blanket Request:	No

*attempting to earn qualifying state scores.
Final opportunity
JP*

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Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Jamilee Willis</i> 10/25/2024 11:33:11
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>10/25/24</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>[Signature]</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Rini 10/31/24</i>

*District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) <i>11-7-24</i> . Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) <i>12-12-24</i> .
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



NAVY JUNIOR RESERVE OFFICER TRAINING CORPS
CHARLIE COMPANY
CAIRO HIGH SCHOOL
CAIRO, GA 39828
(229) 378-1235



22 AUG 2024

FROM: Senior Naval Science Instructor, NJROTC Cairo High School
TO: AREA 10 NJROTC Units

SUBJ: CAIRO STS SHOULDER-TO-SHOULDER 3P AIR RIFLE MATCH

This match is a sanctioned Area 10 match and a qualifier for the Area Ten Championship

Ref: (a) National Standard Three-Position Air Rifle Rules (2022-2024)

Encl: (1) Agreement of Indemnity
(2) Pre-mishap plan
(3) ORM Risk Management Plan
(4) Entry Form
(5) Directions to Cairo High School

1. **What:** NJROTC Area 10 Sanctioned Shoulder-To-Shoulder 3P Air Rifle Match
2. **Where:** Cairo High School NJROTC Rifle Range, 455 5th Street, Cairo, GA. 39828
3. **When:** Friday, November 1 and Saturday, November 2, 2024
4. **Who:** Four (4) Shooter Teams (Precision and Sporter) currently enrolled in NJROTC
5. **Cost:** \$125 per team; \$25 per individual
6. **How:** Forwarding the attached entry form and check for each team (Maximum of two teams per school) to Cairo High School NJROTC.
7. **Relays:** Cairo has 12 electronic scoring (Kongsberg) lanes, so each relay will have three (3) four shooter teams. The **First** relay will be held on Friday, November 1st at 1500 followed by the **Second** at 1630, the **Third** – 1800. On Saturday, November 2nd the **Fourth** relay will begin at 0900, followed by the **Fifth** at 1030, the **Sixth** - 1200, **Seventh** – 1330, **Eighth** – 1500, **Ninth** – 1630, **Tenth** – 1800, for a total of 30 teams. Each team should arrive approximately 30 minutes prior to their start time. We will prioritize scheduling units with two teams into the same relay and fill the third slot in relays with units with one team. Every effort will be made to keep units in the same relay. **Each unit will have up to two teams only (no individuals) until all the relays are filled.**
8. **Forms and Fees:** Must be postmarked NLT 11 October 2024. **Relay assignments are based on first come, first serve basis.**
9. **Coaching:** Coaching is permitted for sporter class shooters during the preparation period. Once the preparation and sighting period end, coaches need to be behind the firing point and only nonverbal coaching is permitted. See Rule 5.2.2, 2022-2024 *National Standard Three-Position Air Rifle Rules*.

10. Match

A. Match: Ten (10) record shots in each of 3 positions (prone, standing, and kneeling). Total score for the three positions will count as the cadet's individual match score. The combined score of a team's four shooters will determine the overall score of each team. The match will be shot IAW references (a) and (b).

B. Distance: 10 meters from the firing line to the target face when the target is in its normal position.

C. Rifles: Pellet Rifle – For Sporter Teams - Sporter Air Rifles only as defined in Rule 4.2 of reference (a). For Precision Teams – Precision Rifles only as defined in Rule 4.4 of reference (a). Teams provide their own rifles.

D. Equipment: Must conform to Rules 4.3 & 4.7 of *National Standard Three-Position Air Rifle Rules*. We will NOT do a formal equipment check, however we will do a cursory rules/equipment check while shooters are on the firing line. Teams provide all their own equipment, including pellets.

E. Air Fill: There will be limited air filling capability at Cairo's range. Units are encouraged to fill their air tanks before their match and at a minimum, must bring their air filling adapters if they need to fill their tanks at Cairo's range.

E. Targets: The rifle match will be held using the Kongsberg electronic scoring system. The match can be tracked on the internet at <http://live.kongsberg-ts.no> under the Cairo ROTC tab. Although it does not track ongoing team scores, it will present the current relay in real time.

F. Scoring: The Kongsberg electronic scoring system will be used. Ties in order of finish will be broken first by number of inner bulls, and if still tied, by highest team score in reverse order of position shot (Kneeling, Standing, Prone). Please note the protest procedures contained in the *National Standard Three-Position Air Rifle Rules* rule 8.5.

G. Individual Competition: Includes both male and female competitors. All shooters are automatically entered in the individual competition by category of team, Sporter or Precision. No individual may fire on more than one (1) team or in more than one (1) category.

11. Awards: Quality trophies and medals to the top 3 teams in each category, Sporter and Precision. Medals will be awarded to the top 3 individual participants in each category, and a Medal to the top shooter on each team.

Michael Youngblood
AZCM(AW), USN(RET)
CAIRO NJROTC NSI

December 12, 2024 Regular School Board Meeting

Title

C10 - 2026 Early College Program Contract Between the School Board of Clay County and District Board of Trustees of St. Johns River State College

Description

A collaborative agreement between the St. Johns River State College and the School Board of Clay County for Dual Enrollment purposes that deals with legislation requiring all school districts to have a K-12 program in place each year. This agreement renews the contract for another year with Orange Park High School and Middleburg High School. This program will lead to more students earning their "AA" degree upon graduating from high school.

Gap Analysis

Through the intentional work and collaboration of the two organizations and "Curriculum and Instructional" department, the program has gained momentum in these two communities (OPHS and MHS). The District will continue to identify students who are eligible for this opportunity by reviewing grades and goals.

Previous Outcomes

Clay County has had a positive working relationship with SJRSC and this agreement benefits the students of the District by allowing both college credits and high school credits at the same time.

Expected Outcomes

Clay County will continue to provide college-level courses on the two sites and to promote the "Early College Program" initiative.

Strategic Plan Goal

Goal 1: Engage all students to attain the necessary skills and knowledge to be future-ready graduates.
Strategy 1.3: Graduate students who are ready to enroll, enlist, or be employed in the workforce.

Recommendation

That the School Board of Clay County School approve the 2026 College Program Contract Between the School Board of Clay County and District Board of Trustees of St. Johns River State College.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904, roger.dailey@myoneclay.net
Treasure Pickett, Chief of Secondary Education, 904-336-6918, treasure.pickett@myoneclay.net

Financial Impact

Approximately \$500,000 - 100.5100730.9007.0000 (includes dual enrollment cost)

Review Comments

Attachments

December 12, 2024 Regular School Board Meeting

Title

C11 - Proposed Revised AMIKids-Clay County Employee and Student Calendar for 2024-2025 School Year

Description

AMIKids-Clay County employee and student calendar for the 2024-2025 school year has been revised to reflect Hurricane days

Gap Analysis

N/A

Previous Outcomes

None

Expected Outcomes

All student/employee calendars require School Board approval to establish school/work schedules for students and employees.

Strategic Plan Goal

N/A

Recommendation

That the Clay County School Board will approve the recommended revision of the AMIKids-Clay County Employee and Student Calendar for the 2024-2025 school year.

Contact

Treasure Pickett, Director K12 Secondary Ed., treasure.pickett@myoneclay.net

Financial Impact

None

Review Comments

Attachments

[☞ Clay County School Calendar 2024-2025_AMIKids.pdf](#)

AMIkids – Clay County

2024-2025 School Calendar

July 2024						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	


March 2025						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			


May 2025						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

 School Closed/ Holidays

 Staff Training Day (no school for students) =10

 FTE WEEK

 Teacher Training Day (no school for students) =10

 Report Cards

 First/ Last Day of School

 HURRICANE

Staff training days given back: 10/14,3/17,4/11 (2 days built in)

FTE Survey Period 1: July 1-Aug. 12 (28 days)
 FTE Survey Period 2 & 3: Aug. 13 – May 27 (180 days)
 FTE Survey Period 4: May 28 – June 30 (24 days)

Grading Period 1: Aug. 13-Oct. 11 (43 days)
 Grading Period 2: Oct. 12 – Dec. 18 (43 days)
 Grading Period 3: Dec. 19- Mar 11 (47 days)
 Grading Period 4: Mar. 14- May 27 (47 days)

Total Days of Instruction: 232

December 12, 2024 Regular School Board Meeting

Title

C12 - 2024-2026 School Health Services Plan

Description

FS 381.0056 requires each local Department of Health to develop jointly with the school district. This school health plan outlines the provisions and responsibilities to provide mandated health services in all public schools.

Gap Analysis

Compare current performance against potential.

Previous Outcomes

Upholding FS 381.0056 to provide health services.

Expected Outcomes

To provide clear responsibilities for mandated health services.

Strategic Plan Goal

Approve the updated 2024-2026 School Health Services Plan as submitted.

Recommendation

Approve as submitted.

Contact

Pamela (Kellie) Guilfoyle, Director of Climate & Culture (904) 336-9641, pamela.guilfoyle@myoneclay.net
Kristin Riebe, Coordinator of Nursing Services (904)336-6884, kristin.riebe@myoneclay.net

Financial Impact

N/A

Review Comments

Attachments

[2024-2026 School Health Services Plan.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250086
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
~~11/7/2024~~ 12-12-24
 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: 10/08/2024

Name of Contract Initiator: Kristin Riebe

Telephone #: 904-336-6884

School/Dept Submitting Contract: Climate & Culture

Cost Center #9004

Vendor Name: Clay Department of Health

Contract Title: School Health Services Plan

Contract Type: New Renewal Amendment Extension Previous Year Contract #230052

Contract Term: every 2 years 2024 - 2026

Renewal Option(s):

Contract Cost: N/A

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) - When using the Addendum A, 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/boce/exempt/>) (If Applicable)

____ Release and Hold Harmless (If Applicable)

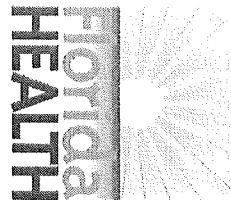
RECEIVED

By Bertha Staefe at 8:41 am, Oct 11, 2024

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <div style="border: 1px solid black; padding: 5px; width: fit-content;"> REVIEWED By Bertha Staefe at 8:41 am, Oct 11, 2024 </div>	Health Services - No Cost <hr/> <hr/> <hr/>
School Board Attorney JPS Review Date 10/21/24	Approved. <hr/> <hr/>
Other Dept. as Necessary Review Date	<hr/> <hr/> <hr/>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<div style="border: 1px dashed black; padding: 5px; width: fit-content; float: right;"> TENTATIVELY APPROVED </div>

DRAFT



Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.

2024 – 2026 School Health Services Plan

for

Clay County

Due by September 16, 2024

E-mail Plan as an Attachment to: HSF.SH_Feedback@flhealth.gov

2024 - 2026 School Health Services Plan Signature Page

My signature below indicates that I have reviewed and approved the 2024 - 2026 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
County Health Department Health Officer	Heather Huffman, MS, RDN, LD/N, IBCLC <i>Heather Huffman</i> Printed Name Signature	10/22/24 Date
County Health Department Nursing Director	Courtney Ellis, MPH, BSN, RN <i>C. Ellis</i> Printed Name Signature	10/22/24 Date
County Health Department School Health Coordinator	Jacqueline Copeland, BSN, RN, NCSN, CPH <i>Jacqueline Copeland</i> Printed Name Signature	10-22-2024 Date
School District School Board Chairperson	Ashley Gilhausen Printed Name Signature	 Date
School District Superintendent	Superintendent David S. Broskie, MS Printed Name Signature	 Date
School Health Coordinator	Kristin Riebe, BA, RN <i>Kristin Riebe</i> Printed Name Signature	10-23-24 Date
School Health Advisory Committee Chairperson	Andrea M. Crowder <i>Andrea M. Crowder</i> Printed Name Signature	10/23/2024 Date
School Health Services - Public / Private Partner	Monique Johnson <i>Monique Johnson</i> Printed Name Signature	10-29-24 Date

SUMMARY – SCHOOL HEALTH SERVICES PLAN 2024-2026

Statutory Authority: Section (s.) 381.0056, Florida Statutes (F.S.) requires each county health department (CHD) to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the “Plan”) that outlines the provisions and responsibilities to provide mandated health services in all public schools. Rule 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially. Please note that items that are colored blue are internet links that enable you to directly view the relevant reference material.

The Plan format is arranged in 4 parts relating to the services provided and funding streams, as follows:

- Part I: Basic School Health Services - General school health services which are available to all students in Florida’s public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services - Includes increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/intentional injuries and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Full Service School (FSS) Health Services- Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, Temporary Assistance for Needy Families (TANF), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parent/guardian and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.
- Part IV: Detailed Description of Local Agency(s) Roles and Responsibilities: The local agencies determine their roles and responsibilities for providing the services as described. Local agencies include CHD, Local Educational Agency (LEA), School Health Advisory Committee (SHAC), and other public and private partners providing school health services described within parts 1-3.

The Plan contains 3 columns, as follows:

- Column 1 – Statute and/or Rule References. This column includes Florida Statutes, administrative rules and references demonstrating best practices related to school health.
- Column 2 – Program Standard/Requirement. This column provides specific requirements related to the statutes, administrative rules and references listed in column 1.
- Column 3 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

Plan submission:

- (1) If the Plan signature page has not been signed by all parties on or before September 16, 2024, you may submit the plan at that time and submit the scanned signature page as a PDF file when it is fully signed.

PART I: BASIC SCHOOL HEALTH SERVICES

Statute and/or Rule References	Program Standard/Requirement	Local Implementation Strategies and Activities
<p>s. School Health Services Plan; Basic School Health Services; Comprehensive School Health Services and Full-Service Schools: Rule 64F-6.002, F.A.C.; ss. 381.0056, 381.0057; 402.3026, F.S.</p>	<p>1a. Each local School Health Services Plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson and the (CHD) administrator/director/health officer.</p> <p>1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the CHD administrator/director/health officer and forwarded to the School Health Services Program office.</p> <p>1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.</p> <p>1d. Each CHD uses annual Schedule C funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Schedule C Scope of Work.</p>	<p>School Health Services Plan is reviewed and completed biennially, at a minimum by the CHD and LEA. All designated parties listed sign, as required.</p> <p>The plan is updated by March 1st and reviewed yearly by both parties. It is finalized by August 1st and ready for signatures for the following school year. CHD will submit the School Health Services Plan to the School Program Office in Tallahassee by September 15, of the year it is due.</p> <p>CHD employs all CHD staff which includes 3 CHD RNs, 1 CHD LPN and 1 RN School Health Coordinator. LEA employs all school health room staff including School Health Room Nurses (RN or LPN), Health Aides (JAPs), 2 ESE RNs and 1 RN Coordinator of Nursing Services.</p> <p>CHD uses schedule C funds from SCHOL for the provision of basic school health services at all schools, as well as at schools designated as full-service schools and comprehensive schools. Funds from SCHOL are utilized to fund the CHD staff salaries and fringe benefits. Additional expenditures are incurred to fund the CHD staff utilizing LOGOV and NCGRV. A School Health Services Agreement is executed each year between the LEA and CHD designating roles and responsibilities pursuant to the School Health Services Act and the Scope of Work. CHD and LEA does not exchange any monies for school health services.</p>

	<p>1e. The CHD and LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.</p>	<p>CHD - Jacqueline Copeland, BSN, RN, NCSN, CPH LEA - Kristin Riebe, BAS, RN</p> <p>CHD and LEA communicate regularly, by phone and email, as needed. School Health Services Program meetings are scheduled regularly, throughout the year and include the Director of Nursing (CHD), the Health Officer (CHD), and the Director of Climate and Culture (LEA).</p>
	<p>1f. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards and are consistent with the Nurse Practice Act.</p>	<p>Direct supervision of school district (LEA) personnel who perform school health services is the principals' responsibility. LEA supervises Clay County District Schools (CCDS) employees, except in charter schools. LEA has district wide Coordinator of Nursing Services (RN) to supervise the LPN and unlicensed assistive personnel (UAP). LEA RN will also delegate care to the UAP, when appropriate, except in charter schools. LEA will develop care plans and perform child specific training in schools without an RN, except in charter schools.</p> <p>The CHD is responsible for the supervision of all the CHD personnel. The CHD provides program oversight of the school health program and is available for consultative and support services for school district personnel. Support services shall be defined as periodic school visits by CHD nurses, monitoring and assisting school personnel to identify the physical, social, and emotional needs of students. CHD provides oversight of school health services and performs annual School Health Services Program reviews in all the schools. Primary schools receive another review in the spring to review mass health screening performance measures.</p> <p>LEA completes Process Improvement Plans for any deficiencies noted in the reviews. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. For SY 2024-2025, LEA and CHD are entering in a Memorandum of Agreement for CoAg Staffing. Clay County was allocated 3 RN positions that will be placed in LEA health rooms.</p>

<p>2. Health Appraisal s. 381.0056(4)(a)(1), F.S.</p>		<p>2a. Determine the health status of students.</p>	<p>1g. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the LEA in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed or the student's private physician.</p> <p>1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.</p> <p>1i. Each SHAC should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.</p>	<p>The CHD and LEA will review and revise the School Health Services Manual (SHSM) for the delivery of School Health Services Program annually and update as needed or at least every 2 years.</p> <p>The school board approves the SHSM by July 1st for the following school year. District policy related to health is in the Student & Family Handbook and Code of Student Conduct and is approved by the school board. Individual student medical needs are addressed in the Medical Management Plan and is written by the student's own health care provider. LEA updates all required forms for the School Health Services Program, on an annual basis and/or, as needed. The CHD provides consultative support, as needed. The LEA informs the CHD of any changes to the forms. CCDS forms should only have the CCDS logo and name.</p> <p>LEA submits data for reporting into HMS (by the 5th of the month), as indicated and mutually agreed upon by CHD and LEA in the School Health Services Agreement, which is signed yearly.</p> <p>CHD inputs data into HMS, as indicated in Scope of Work, as received from central office.</p> <p>SHAC redesign was implemented in SY 2017-2018, and members were recruited to include the 10 components of the Whole School, Whole Community, Whole Child (WSCC) model, expanding upon the Coordinated School Health (CSH) model. SHAC was renamed School Health Wellness Advisory Council (SHWAC) to include the Wellness component. CHD and LEA will work collaboratively in the coordinating and planning of the SHWAC. The LEA will appoint one of its members to serve as the liaison to the SHWAC, as per the SHWAC bylaws. Bylaws were created and approved by the Council. Staff support to the SHWAC shall be provided by the LEA and other Clay County District School Staff, as needed, as per the SHWAC Bylaws. SHWAC will hold quarterly meetings.</p> <p>Student records are reviewed by the LEA and students with medical conditions are referred to the nurse for further inquiry</p>
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<p>3. Records Review s. 381.0056(4)(a)(2), F.S.; s. 1003.22(1)(4) F.S.; Rules 64F-6.005(1), F.A.C.; 64F-6.004(1)(a), F.A.C.</p>	<p>3a. Perform initial school entry review of student health records, to include school entry physical, immunization status, cumulative health record, emergency information, school health screenings and student-specific health related documents.</p>	<p>and evaluation with the parent and/or healthcare provider. Daily health needs of students are met by (LEA) school health room personnel in the health rooms. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. Charter schools that contract with the CHD notify the CHD regarding any students with chronic health conditions so the nurse can provide further evaluation with the parent and/or healthcare provider.</p> <p>Student health records are reviewed by LEA personnel (i.e. administration, registrars and/or nurse) for initial school entry requirements. CHD performs yearly record reviews at each school, as part of their oversight activities during the health room reviews in the fall. CHD performs additional record reviews, as schools are visited, virtually, and as needed. CHD communicates the school health entry requirements and the outcomes of the reviews with administration and principals. CHD completes weekly immunization compliance reports during the first full week of school through the middle of October in preparation for FTE week and then monthly, to ensure immunization compliance is met.</p>
	<p>3b. Emergency information card/form for each student shall be updated each year.</p>	<p>Student health records are reviewed by LEA personnel (i.e. administration, registrars and/or nurse) for initial school health entry requirements. LEA obtains an electronic emergency information update (via Synergy) for the current school year, on each student, and it is accessible to the health room staff by September 30th. As per the School Health Services Program FY 2024-2025 Scope of Work, the LEA will collect or track that 45% of the estimated student population emergency information cards or equivalent records are collected by September 30 of each school year and 95% of the estimated student population emergency information cards or forms by December 31 of each school year.</p> <p>The LEA will ensure emergency information cards or equivalent records are reviewed for a minimum of 15 percent of students by September 30, a minimum of 50 percent of students by December 31, and a minimum of 90 percent of</p>

<p>4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Rules: 64F-6.001(6), F.A.C.; 6A-6.0253, F.A.C; 6A-6.0252, F.A.C.; 6A- 6.0251, F.A.C.</p>	<p>4a. Perform nursing by a Registered Nurse (RN) assessment of student health needs.</p>	<p>students by March 31, of each school year to ensure students have all required forms as required by the Scope of Work, and the School Health Services Plan. LEA has locally defined processes for parents to update the emergency information in Parent-Vue in Synergy.</p> <p>CHD performs record reviews at each school, during school visits and as part of their oversight activities to ensure each student has electronic emergency information on file in Synergy – Parent-Vue that is updated yearly. These record reviews are completed quarterly, at a minimum. CHD may perform additional in-person or virtual record reviews, as needed.</p> <p>LEA staff health rooms with RNs and LPNs. Some schools are also staffed with a UAP. LEA RNs complete assessment of student health needs based on health conditions, as indicated on the school health entry exam, emergency contact information, health condition questionnaire and upon student visits to the health room. Student health needs are assessed in collaboration with the parent, and in consultation with the healthcare provider, as the RN completes the Individual Health Care Plan (IHP) and Emergency Action Plan (EAP) while reviewing the Medical Management Plan (MMP). The LEA District RNs (ESE RNs and Coordinator of Nursing Services) signs the MAR if completed by an LPN or UAP. District RNs assess student health needs in schools not staffed with an RN (UAP or LPN).</p>
	<p>4b. For day-to-day and emergency care of students with chronic and/or complex health conditions at school, the RN develops an individualized health care plan (IHP) and Emergency Care Plan (ECP).</p>	<p>Periodic health needs assessed by LEA RN through MMP, students' daily visits, healthcare provider consultation and parental input. IHPs and EAPs created by LEA RNs, ESE RNs or LEA RN Coordinator of Nursing Services in schools staffed by an LPN or UAP. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p> <p>Local Agencies Responsible: CHD (Charter schools), LEA</p>

<p>5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017</p>	<p>5a. Identify students with nutrition related problems and refer to an appropriate health care provider.</p>	<p>Information regarding student nutrition is received by LEA from communication and collaboration with the parents and students. Emergency contact records are reviewed by LEA for chronic illnesses involving nutritional management such as diabetes, celiac disease, cystic fibrosis, peanut and/or other food allergies and other conditions. Special dietary health needs are coordinated by the LEA with the districts nutritional services department. Height, weight and BMI screenings are conducted in 1st, 3rd and 6th grades by LEA. CHD assists with BMI screenings, as requested. LEA distributes the results of the BMI screenings to the parents with a letter (1st notification letter) which is sent home with the mandated health screening results (as per Rule 64F-6.003(1-4), F.A.C. for appropriate grades) including results for students that are outside the limits for a health screening and require a referral. LEA provides referral information for the parents/guardian. After 30 days, of sending 1st notification letter, LEA performs 2nd attempt to contact the parents/guardian of any students who have been outside the limits of a BMI screening/requiring a referral, if the parents/guardians have not responded to the 1st notification letter. LEA informs CHD of the students whose parents have not responded to 2nd notification letter. LEA provides CHD with follow-up list so that the letter 3rd notification letter can be created. CHD performs the 3rd attempt to contact (30 days after the 2nd attempt) parents/guardian, by creating a letter to reach the parents/guardian of the students who are outside the limits of a BMI screening/require a referral, did not respond to 2nd letter and are assessed as underweight or obese. The letters (3rd attempt to contact) are returned to the school for distribution. Referral resources lists are utilized and updated, as needed, to assist parents/ guardians and nurses in coordinating services. LEA provides CHD with final follow-up list so that final outcomes can be recoded into the Health Management Program /HMS.</p> <p>LEA is partnering with DOH-BAKER to provide Preventative Dental Care in full-service schools.</p>
<p>6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.</p>	<p>6a. Provide services such as oral health education, screenings and referrals, dental sealants, fluoride varnish and/or fluoride rinse as appropriate.</p>	<p>LEA is partnering with DOH-BAKER to provide Preventative Dental Care in full-service schools.</p>

<p>7. Health Counseling s. 381.0056(4)(a)(10), F.S.</p>	<p>7a. Provide health counseling as appropriate.</p>	<p>LEA partners with qualified agency for health counseling, as needed.</p>
<p>8. Referral and Follow-up of Suspected and Confirmed Health Problems s. 381.0056(4)(a)(11), F.S.</p>	<p>8a. Provide referral and follow-up for abnormal health screenings, emergency health issues and acute or chronic health problems. Coordinate and link to community health resources.</p>	<p>LEA rescreens students that did not pass the initial screening within 2 weeks to determine if the student requires a referral. LEA completes a letter (1st notification), which is sent home with the mandated health screening results (as per Rule 64F-6.003(1-4), F.A.C. for appropriate grades) including results for students that are outside the limits for a health screening and require a referral. LEA provides referral information for the parents/guardian. After 30 days of sending 1st notification, LEA performs 2nd attempt to contact the parents/guardian (by 2nd notification letter) of any students who have been outside the limits of a BMI screening/requiring a referral, if the parents/guardians have not responded to the 1st notification letter. LEA informs CHD of the students whose parents have not responded to 2nd notification letter. LEA provides CHD with follow-up list so that the 3rd notification letter can be created. CHD performs the 3rd attempt to contact (30 days after the 2nd attempt) parents/guardian, by creating a letter to reach the parents/guardian of the students who are outside the limits of a screening/require a referral, did not respond to 2nd letter and are assessed as outside the normal limits of a health screening. The letters (3rd attempt to contact) are returned to the school for distribution. Referral resources lists are utilized and updated, as needed, to assist parents/ guardians and nurses in coordinating services. LEA provides CHD with final follow-up list so that final outcomes can be recorded into the Health Management Program / HMS. LEA conducts multiple attempts to follow up, until the parents are contacted, for coordinating services for students with chronic health conditions and needs.</p>
<p>9. Provisions for Screenings s. 381.0056(4)(a)(6-9), F.S.; Rule 64F-6.003(1-4), F.A.C.</p>	<p>9a. Provide mandated screenings unless the parent requests in writing an exemption: (1) Vision screening shall be provided, at a minimum, to non-exempted students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for</p>	<p>LEA conducts vision, hearing, growth and development, and scoliosis screenings for school age children and are coordinated by individual schools. LEA solicit potential volunteers from HOSA, school volunteers and community agencies. CHD assists with screenings, as requested and as available. LEA will provide manual counts of the mass health</p>

	<p>the first time in grades kindergarten – 5.</p> <p>(2) Hearing screening shall be provided, at a minimum, to non-exempted students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3.</p> <p>(3) Growth and development screening shall be provided, at a minimum, to non-exempted students in grades 1, 3 and 6 and optionally to students in grade 9.</p> <p>(4) Scoliosis screening shall be provided, at a minimum, to non-exempted students in grade 6.</p>	<p>screening results on the Screening Results, Initial, and Final Outcomes 2024-2025 Excel workbook - Mass Health Screening Results Excel spreadsheet to DOH.</p> <p>LEA refers all students who are outside the limits for a health screening and require a referral to the appropriate health care providers for further evaluation and treatment within forty-five (45) days of receiving the screening results. Document all referrals made in the mass health screening form. Document in Synergy, as needed.</p> <p>LEA will document follow-up, parental non-response to referral, refusal to follow-up and/or student withdrawal from school.</p> <p>Screening results and referrals are coded into Health Management System (HMS) by CHD. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p> <p>Parents can opt in or out of the health screenings online during the registration process. The parents must update this status on a yearly basis but can make changes to their consent, as needed.</p>
	<p>9b. Provide screening services to all specified students pursuant to s. 381.0056(4)(a) unless a parent/guardian requests exemption from the screening services in writing.</p> <p>9c. The school shall obtain parent/guardian permission in writing prior to any invasive screening, (e.g. comprehensive eye exam, covid testing).</p>	<p>Consent would be obtained in writing by the agency offering the services, such as before comprehensive exams or screenings involving invasive screenings.</p>
	<p>9d. Refer students with abnormal screening results to service providers for additional evaluation and/or treatment (e.g. state contracted vision service providers).</p>	<p>Local and state contracted vision service providers are utilized for referral services. Providers include Vision is Pricelless and Florida Heiken Children's Vision Program. Referral resource lists are utilized by the nurses to refer the families for services. Vision provider information is provided to school nurses at yearly School Health Services Program meeting or Annual Screening training and/or periodically throughout the year, as needed.</p>

<p>10. Meeting Emergency Health Needs s. 381.0056(4)(a)12., F.S.; s. 1006.165, F.S.; Rule 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2019 Florida Edition</p>	<p>10a. Ensure written health emergency policies and protocols are maintained and include minimum provisions. Ensure that student emergency information forms/cards are updated annually and completed for each student listing contact person, family physician, allergies, significant health history and permission for emergency care.</p>	<p>Health room policies, guidelines and procedures are reviewed yearly and updated as needed by CHD and LEA. Emergency Guidelines for Schools, 2019 Florida Edition is utilized in the health rooms, as well as the School Health Services Manual for local guidelines. LEA and CHD will follow evidence-based practices, as outlined in, "School Nursing A Comprehensive Text," (2020) except as noted in local guidelines, procedures or policy. Medical Emergency Plans are created yearly by each school and posted at required locations on each school campus. Clay County School District (CCSD) Safety Plan updated and distributed annually by LEA. LEA and CHD comply and utilize the School Health Administrative Resource Manual, (2021) for the administration of the School Health Services Program.</p>
<p>10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations.</p>	<p>LEA requires Health Room Personnel have current CPR and First Aid certification. CPR and First Aid classes are provided yearly and as needed by LEA, for school health personnel to maintain current certification. School employees that hold CPR and First Aid instructor certificates offer classes on planning days for school employees. Each school nurse sends out an annual letter to faculty to identify those school employees that hold current CPR and First Aid certifications. Medical Emergency Plan created yearly by each school and posted at required locations on each school campus. CHD audits this measure yearly, during the School Health Services Program Reviews, to ensure compliance.</p>	<p>LEA requires Health Room Personnel have current CPR and First Aid certification. CPR and First Aid classes are provided yearly and as needed by LEA, for school health personnel to maintain current certification. School employees that hold CPR and First Aid instructor certificates offer classes on planning days for school employees. Each school nurse sends out an annual letter to faculty to identify those school employees that hold current CPR and First Aid certifications. Medical Emergency Plan created yearly by each school and posted at required locations on each school campus. CHD audits this measure yearly, during the School Health Services Program Reviews, to ensure compliance.</p>
<p>10c. Assist in the planning and training of staff responsible for emergency situations.</p>	<p>First Aid and CPR training is provided annually by LEA for health room personnel. LEA has a pool of American Red Cross certified instructors available, to train school personnel. LEA and CHD provides and/or coordinates emergency updates at the annual School Health Services Program meeting or at trainings throughout the year, as needed (i.e. Stop the Bleed Training provided SY 2022-2023, Naloxone Training 2022-2023).</p>	<p>First Aid and CPR training is provided annually by LEA for health room personnel. LEA has a pool of American Red Cross certified instructors available, to train school personnel. LEA and CHD provides and/or coordinates emergency updates at the annual School Health Services Program meeting or at trainings throughout the year, as needed (i.e. Stop the Bleed Training provided SY 2022-2023, Naloxone Training 2022-2023).</p>
<p>10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.</p>	<p>LEA health room personnel maintain first aid bags with adequate supplies. CHD performs annual School Health Services Program reviews assessing for expiration dates of student emergency medications and locations of Automatic</p>	<p>LEA health room personnel maintain first aid bags with adequate supplies. CHD performs annual School Health Services Program reviews assessing for expiration dates of student emergency medications and locations of Automatic</p>

	<p>10e. The school principal (or designee) shall assure first aid supplies, emergency equipment and facilities are maintained.</p>	<p>External Defibrillators (AEDs). LEA school nurses perform quarterly maintenance checks on AEDs in the health room. LEA health room personnel maintain first aid bags with adequate supplies. Each school replaces first aid supplies each summer before students arrive for the next school year.</p>
	<p>10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.</p>	<p>Injuries and illness documented in student data system or in Student Health Room Visit Record by health room personnel. Principal notification and accident reporting done by LEA, when indicated.</p>
	<p>10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to:</p> <ul style="list-style-type: none"> (1) Have an operational automatic external defibrillator (AED); (2) Ensure employees expected to use the AED obtain appropriate training; and (3) Register the AEDs with the county emergency medical services director. 	<p>A minimum of 2 AEDs is in each Jr. and Sr. High School, one is in the athletic department and the other is in the health room. Employees are offered training on AEDs annually. Individual school AED Maintenance Logs are completed quarterly by the school district and maintained by CCSD Department of Student Services. Location of AEDs are stated in the Emergency Crisis Plan, a plan that is available to emergency responders such as county emergency medical services director and Clay County Sheriff.</p>
<p>11. Assist in Health Education Curriculum s. 381.0056(4)(a)(13), F.S.</p>	<p>11a. Collaborate with schools, health staff and others in health education curriculum development.</p>	<p>CHD and LEA work collaboratively through SHWAC to review and recommend health curriculum. Health resources from CHD available upon request and as available. CHD may purchase supplies and educational materials for the School Health Services Program, as funding allows.</p>
<p>12. Refer Student to Appropriate Health Treatment s. 381.0056(4)(a)(14), F.S.</p>	<p>12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.</p>	<p>Students and families referred, as needed. LEA Social workers and CHD provide yearly updated list of available community resources. Local provider agency, The Clay SafetyNet Alliance meets monthly to discuss community resources. The LEA and CHD has representation at these meetings to share the resources.</p>

<p>13. Consult with Parent/Guardian Regarding Student's Health Issues s. 381.0056(4)(a)(15), F.S.; Rule 64F-6.001(1), F.A.C.</p>	<p>13a. Provide consultation with parent/guardian, students, staff and physicians regarding student health issues.</p>	<p>Forms available on LEA website and portal for communication of health needs between physician, parent and school staff. Care Planning meetings held, as needed, by LEA. LEA creates, reviews yearly and updates, as needed, a Clinic Nurse Guide for the health room staff. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>14. Maintain Health-Related Student Records s. 381.0056(4)(a)(16), F.S.; s. 1002.22, F.S.; Rule 64F-6.005(1)(2), F.A.C.</p>	<p>14a. Maintain a cumulative health record for each student that includes required information.</p>	<p>Files maintained at each school in the students' cumulative record. Daily health room charting is entered in the student data system or on School Health Visit Record by school health room personnel. Records are retained as per record retention schedule and school district policy and guidelines. CHD audits school health entry records yearly, during School Health Services Program reviews, to ensure compliance. Record reviews are conducted throughout the school year by the CHD, as needed and during school visits to ensure school health entry requirements are met.</p>
<p>15. Nonpublic School Participation s. 381.0056(4)(a)(18), F.S.; s. 381.0056(5)(a)-(g), F.S.</p>	<p>15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.</p>	<p>CHD notifies private schools yearly by letter or email and they invited to participate. Private schools contact the CHD for specific needs. CHD invites private schools to request assistance with mandatory health screenings, as needed and enter into a contractual agreement with CHD for fee for service, for those requesting assistance.</p>
<p>16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement s. 381.0056(4)(a)(17), F.S.; Rules 6A-6.0331, F.A.C.; 64F-6.006, F.A.C.</p>	<p>16a. The District School Board will ensure that relevant health information for ESE staffing and planning is provided.</p>	<p>LEA RNs present at Individualized Educational Plan (IEP) meetings to address health issues when requested. Information is updated, as needed. Vision and hearing screenings completed by LEA health room staff, upon request. LEA has 2 ESE District RN positions. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>17. Provide In-service Health Training for School Personnel s. 381.0056(6)(b), F.S.; Rule 64F-6.002, F.A.C.</p>	<p>17a. The District School Board will ensure that district staff are provided with training to assist with the day-to-day and emergency health needs of students.</p>	<p>CHD provides School Health Services Program Orientation to all newly hired school health personnel that can take up to 4 hours. CHD and LEA coordinate annual School Health Services Program meeting & training and additional in-service training throughout the year on various health topics. LEA provides yearly CPR, First Aid training to all school health and ESE assistant personnel. The LEA provides and</p>

<p>18. Health Services and Health Education as Part of the Comprehensive Plan for the School District. s. 381.0056(6)(a), F.S.; Rule 64F-6.002, F.A.C.</p>	<p>18a. The District School Board will ensure that school-based health services and health education are provided to public school children in grades pre-kindergarten - 12.</p>	<p>online medication training course or PowerPoint available for all school staff who assist with medication administration and for those ESE assistants that require it as part of their job description. Medication training is followed by a skills checklist completed by a LEA RN, to assess understanding and document return demonstration. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. Child Abuse and Blood Borne Pathogens trainings provided annually to faculty by LEA. Mandatory Health Screening Training is provided to new health room staff by CHD. Community partners are invited to facilitate training needs, as appropriate.</p> <p>LEA yearly informs parents / guardians, in writing, through social media and on school web pages, that their children, who are students in the district schools, will receive specified health services as provided for in the district health services plan. LEA is providing instruction in mental health which includes child / human trafficking, substance use and healthy relationship education in KG-12; curriculums include Too Good for Drugs & Catch My Breath in 4-12, Hanley Foundation. The Hanley Foundation program was used on limited basis due to COVID and the closed campuses. Schools accessed by the virtual format when scheduling permitted. The LEA has currently adopted Suite 360. It is a comprehensive video-based program that provides instruction in all the new accountability areas K-12.</p>
<p>19. Physical Facilities for Health Services s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014</p>	<p>19a. The District School Board will ensure that adequate health room facilities are made available in each school and meet the Florida Department of Education requirements.</p>	<p>Health room facilities available at each school and maintained by LEA. CHD conducts annual School Health Program Reviews and ensures adequate facilities are made available in each school.</p>
<p>20. Helping Children be Physically Active and Eating Healthy s. 381.0056(6)(d), F.S.</p>	<p>20a. The District School Board will ensure that at the beginning of each school year, a list of programs and/or resources is made available to the parent/guardian so they can help their children be physically active and</p>	<p>LEA disseminates information to parents through school newsletters, social media, food and nutrition services, Physical Education (PE)/Health curriculum and district website. LEA provides the Free Summer Meals Program (breakfast & lunch) for kids 18 and under at approved</p>

	<p>eat healthy foods.</p>	<p>schools across the district and via the Filling Station (mobile food truck) at 2 library locations. The number of feeding sites for the Free Summer Meals Program could change based on the needs of the district (increase in sites due to summer program or decrease because of participation later in the summer).</p> <p>LEA also participates in the National School Lunch, National School Breakfast, and Snack Program. The updated Clay County Food & Nutrition Services website (https://fns.myoneclay.net/) gives the public, parents, students, and staff access to department specific content such as menus, allergen/nutrient content of all menu items, free & reduced applications, and FNS announcements. This website is linked from the district site and all 42 school sites. LEA sends home a letter at the beginning of the year that states why and how screenings are conducted. This letter also has healthy lifestyle and wellness tips. CHD shares resources and information received through FDOH.</p>
<p>21. Inform Parent/Guardian of the Health Services Provided s. 381.0056(6)(e), F.S. s. 1001.43(7), F.S. s.1004.06, F.S.</p>	<p>21a. The District School Board will ensure that at the beginning of each school year, the parent/guardian will be informed in writing that their children will receive specified health services as provided for in the district health services plan and the opportunity to request an exemption of any service(s) in writing.</p>	<p>Information on the School Health Services Program and screenings is posted on the school district's website and is in the Student & Family Handbook and Code of Student Conduct.</p>
<p>22. Declaring a Communicable Disease Emergency s. 1003.22(9), F.S.; Rule 64F-6.002(2)(d), F.A.C.</p>	<p>22a. The county health department director, administrator or the state health officer may declare a communicable disease emergency in the event of any communicable disease for which immunization is required by the Florida Department of Health in a Florida public or private school. A communicable disease policy must be developed and needs to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.</p>	<p>Communicable Disease Notification is in Student & Family Handbook and Code of Student Conduct which is posted on the school district's webpage. Communicable Disease reporting requirements are included in the School Health Services Manual, with appropriate reporting paperwork. Influenza Like Illness (ILI) is indicated on LEA student data system and CHD Disease Prevention and Control Program monitors ILI reporting, as needed, during flu season. Disease Control and Prevention notified of outbreaks noted by school personnel. CHD provides education to LEA on communicable diseases, as requested. LEA was supplied with the CDC Childhood Diseases poster from the CHD for prevention recommendations and to determine exclusion and reporting.</p>

<p>23. Administration of Medication and Provision of Medical Services by District School Board Personnel s. 1006.062(1)(a), F.S.;</p>	<p>23a. The District School Board will include provisions to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to Chapter 458 or 459, F.S.), to the school personnel designated by the school principal to assist students in the administration of prescribed medication.</p>	<p>LEA purchased American Academy of Pediatrics, Managing Childhood Infectious Diseases in Child Care and Schools a Quick Reference Guide 5th edition by Timothy R. Shope and Andrew N. Hashikawa for managing suspected or confirmed disease outbreaks in schools. CHD recommends purchasing the 6th edition. LEA created procedures for schools on handling common diseases and conditions.</p> <p>LEA provided medication course for all school staff who assist with medication administration and Exceptional Student Education (ESE) Assistants who have it required in their job description. Medication skills checkoff completed by LEA RN. Child specific training by LEA for unlicensed assistive personnel (UAP), as needed and in schools staffed by an LPN. The CHD provides program oversight and monitors compliance during annual program reviews. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>24. Policy and Procedure Governing the Administration of Prescription Medication s. 1006.062(1)(b), F.S.; Rule 64B9-14, F.A.C.</p>	<p>24a. The District School Board will adopt policies and procedures governing the administration of prescription medication by district school board personnel and be consistent with delegation practices.</p>	<p>School Health Services Manual reviewed annually and updated, as needed. LEA provided medication policy and health related forms. Forms available on school district website, and Google Drive. School Health Services Manual has provisions for all school health personnel that will assist with medication administration to complete the online medication course or PowerPoint and have a skills checkoff completed by a LEA RN. The school RN may delegate one-on-one child specific medication training for staff required to administer medications in the health room, on field trips or school sponsored events as per F.S 464. The LEA will comply with the "Technical Assistance Guidelines: The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (2022)", during the process of delegating. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. The CHD provides program oversight. LEA will additionally secure and double lock all controlled / scheduled medications.</p>

<p>25. Policy and Procedure for Allowing Qualified Patients to use Marijuana. s. 1006.062(8), F.S.; s. 381.986, F.S.</p>	<p>25a. Each district school board shall adopt a policy and a procedure for allowing a student who is a qualified patient, as defined in s. 381.986, to use marijuana obtained pursuant to that section.</p> <p>25b. Pursuant to the district policy, develop procedures to follow when parents of students, that are qualified patients, request that medical marijuana be administered to their child at school.</p> <p>25c. Ensure that all school health room/clinic staff and school staff designated by principals have read and have on file the school district policy on medical marijuana.</p>	<p>LEA developed administration of medical marijuana- rules, guidelines and release from liability for the administration of medical marijuana/low THC cannabis. Parent/caregiver is solely responsible for safely administering and transporting medical marijuana to and from school.</p> <p>Parent/caregiver is solely responsible for safely administering and transporting medical marijuana to and from school. See School Board Policy 4.12 Health and Safety, II. Administration of Medical Marijuana.</p> <p>Local Agency Responsible: LEA</p> <p>Refer to Policy 4.12 under Health and Safety, II. Administration of Medical Marijuana.</p>
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<p>26. Students with Asthma Carrying a Metered Dose Inhaler s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Rescue Inhalers in the School Setting</p>	<p>26a. Students with asthma whose parent/guardian and physician provide written approval, may carry a metered dose inhaler on their person while in school. Ensure written authorization for use of metered dose inhaler at school is completed and signed by health care provider and parent/guardian.</p>	<p>School Health policies and procedures, developed jointly by the CHD and LEA, require that a student who carries medication on their person have a current medication administration form (MAR) with parental signature, Parent Authorization for Administration of Medication (PAAM) and Medical Management Plan (MMP) with physician authorization. Care planning meetings are held, as needed, where individual health care plans and emergency health care plans/action plans are created for those needs by the LEA. LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. Schools are encouraged to apply for Asthma Friendly School Recognition.</p>
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<p>26c. The school district or school shall provide written notice to the parent of each student enrolled in the school district or school of the school's adopted protocol. The public school must receive prior permission from the parent or guardian to administer a short-acting bronchodilator or components to a student.</p>	<p>N/A</p>		

<p>27. Students with Life Threatening Allergies s. 1002.20(3)(i), F.S.; Rules 6A-6.0251, F.A.C.; 64F-6.004(4), F.A.C.; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance</p>	<p>27a. Ensure that written parent/guardian and physician authorization has been obtained from students who may carry an epinephrine auto-injector and self-administer while enroute to and from school, in school, or at school-sponsored activities.</p>	<p>School Health policies and procedures, developed jointly by the CHD and LEA, require that a student who carries medication on their person have a current medication administration form (MAR) with parental signature, Parent Authorization for Administration of Medication (PAAM) and Medical Management Plan (MMP) with physician authorization. Care planning meetings are held, as needed where individual health care plans and emergency health care plans are created for those needs by LEA. LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
	<p>27b. For students with life threatening allergies, the RN shall develop and update annually IHP that includes an ECP, in cooperation with the student, parent/guardian, physician and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The ECP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.</p>	<p>School Health policies and procedures, developed jointly by the CHD and LEA, require that a student who carries medication on their person have a current medication administration form (MAR) with parental signature, Parent Authorization for Administration of Medication (PAAM) and Medical Management Plan (MMP) with physician authorization. Care planning meetings are held, as needed where individual health care plans and emergency health care plans are created for those needs by LEA. LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>

<p>28. Epinephrine Auto-injectors Use and Supply s. 1002.20(3)(i)(2), F.S.</p>	<p>28a. If the school district has chosen to maintain supplies of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S., the School District Board will insure that a standing order and written protocol be developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection.</p>	<p>N/A</p>
<p>29. Emergency Allergy Treatment s. 381.88, F.S.</p>	<p>29a. The School District Board will ensure that school staff, who are designated by the principal, (in addition to school health staff in the school clinic), to administer stock epinephrine auto-injectors (not prescribed to an individual student) are trained by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity approved by the Florida Department of Health.</p>	<p>N/A</p>
<p>30. Diabetes Management s. 1002.20(3)(j), F.S.; Rule 6A-6.0253, F.A.C.-Diabetes management</p>	<p>29b. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector.</p> <p>30a. Students with diabetes must have a Diabetes Medical Management Plan (DMMP) from the student's health care provider that includes medication orders and orders for routine and emergency care.</p>	<p>N/A</p> <p>Clay County District Schools has no restrictions on which school students with diabetes may attend and currently has students with diabetes at most schools. LEA ensures completion of Medical Management Plan (MMP) with physician authorization, Medication Authorization Record</p>

	<p>30b. An IHP will be developed from the DMMP by the RN in collaboration with the parent/guardian, student, health care providers and school personnel for the management of diabetes while enroute to and from school, in school, or at school-sponsored activities.</p> <p>30c. An ECP will be developed as a child-specific action plan to facilitate quick and appropriate responses to an individual emergency in the school setting.</p> <p>30d. Maintain a copy of the current physician's diabetes medical management plan and develop and implement an IHP and ECP to ensure safe management of diabetes.</p>	<p>(MAR), and Parental Authorization for Administration of Medication (PAAM) form with parental authorization and physician authorization. Care planning meetings are held, as needed where individual health care plans and emergency action care plans are created for those needs by LEA. LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p> <p>LEA ensures completion of Medical Management Plan (MMP) with physician authorization, Medication Authorization Record (MAR) and Parental Authorization for Administration of Medication (PAAM) form with parental authorization and physician authorization. Care planning meetings are held, as needed, where individual health care plans and emergency action care plans are created for those needs by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p> <p>LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p> <p>Care planning meetings are held, as needed where individual health care plans and emergency action care plans are created for those needs by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>31. Diabetes Self-Management s. 1002.20(3)(f), F.S.; Rule 6A-6.0253, F.A.C.-Diabetes management</p>	<p>31a. Students with diabetes that have physician and parent/guardian approval may carry their diabetic supplies and equipment and self-manage their diabetes while enroute to and from school, in school, or at school-sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student can perform without</p>	<p>School Health policies and procedures require that a student who carries diabetic supplies on their person have a current Medical Management Plan (MMP) with physician authorization, Medication Administration Record (MAR), and Parental Authorization for Administration of Medication (PAAM) form with parental authorization and physician authorization. Care planning meetings are held, as needed, where individual health care</p>

	<p>assistance for diabetic self-management, including hypoglycemia and hyperglycemia.</p>	<p>plans and emergency action care plans are created for those needs by LEA. LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
	<p>31b. Maintain a copy of the current physician's diabetes medical management plan and develop and implement an IHP and ECP to ensure safe self-management of diabetes.</p>	<p>School Health policies and procedures require that a student who carries diabetic supplies on their person have a current Medical Management Plan (MMP) with physician authorization, Medication Administration Record (MAR) and Parental Authorization for Administration of Medication (PAAM) form with parental authorization and physician authorization. Care planning meetings are held, as needed, where individual health care plans and emergency action care plans are created for those needs by LEA. LEA documents child specific training completed on skills checkoff sheets, in IHP, and in student data system. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>32. Use of Prescribed Pancreatic Enzyme Supplements s. 1002.20(3)(k), F.S.; Rule 6A-6.0252, F.A.C.</p>	<p>32a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.</p>	<p>School Health policies and procedures require that a student who carries medication on their person have a current Medical Management Plan (MMP) with physician authorization, Medication Administration Record (MAR) and Parental Authorization for Administration of Medication (PAAM) form with parental authorization and physician authorization. Care planning meetings are held, as needed where individual health care plans and emergency action care plans are created for those needs by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. Care planning meetings are held, as needed where individual health care plans and emergency action care plans are created for those needs by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>

	<p>32b. Maintain documentation of health care provider and parental/guardian authorization for a student to self-carry and self-administer a prescribed pancreatic enzyme supplement while enroute to and from school, in school, or at school sponsored activities.</p>	<p>School Health policies and procedures require that a student who carries medication on their person have a current Medical Management Plan (MMP) with physician authorization, Medication Administration Record (MAR) and Parental Authorization for Administration of Medication (PAAM) form with parental authorization and physician authorization. Care planning meetings are held, as needed where individual health care plans and emergency action care plans are created for those needs by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service. Care planning meetings are held, as needed where individual health care plans and emergency action care plans are created for those needs by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>33. Naloxone Use and Supply s. 1002.20(3)(o), F.S.</p>	<p>33a. If the school district has chosen to obtain and maintain supplies of naloxone the School District Board will ensure that a written protocol regarding storage, accessibility and administration of naloxone be developed and available at all schools where naloxone is stocked.</p>	<p>Procedure for administering Naloxone has been created, along with appropriate forms when Naloxone is given. Naloxone specific training form to be used as staff is trained. School nurses, resource officers and school administrators have all been trained on the administration of naloxone.</p>
<p>34. Use and possession of headache medications s. 1002.20(3)(p), F.S.</p>	<p>34a. The School District Board will develop a policy that ensures a student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.</p>	<p>If a student, with parent permission, is going to self-carry over-the counter (OTC) headache medication, then they must adhere to the following guidelines:</p> <ol style="list-style-type: none"> 1. Students must have a signed permission slip (PAAM) on file in the health room. 2. Headache medications must be in their original container. 3. Students may not share headache medications. 4. Nurses will give a copy of the signed permission slip to the student, who should keep this document on their person. <p>If a student is caught taking OTC headache medication, please confirm that the student has a permission slip. If a</p>

<p>35. Administration of Medication and Provision of Medical Services by Nonmedical Assistive Personnel s. 1006.062(4), F.S.; Rules: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.;</p>	<p>35a. The School District Board will ensure that nonmedical assistive personnel be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician, or physician assistant.</p>	<p>student does not have a permission slip on file, please call the parent and review our new procedures with them. For elementary students: Given their age, we recommend that all headache medications are kept in the clinic and administered under adult supervision.</p> <p>Documentation of child specific training done on skills checkoff sheets, child specific training sheets, in IHP, and in student data system. Child specific training by LEA for unlicensed assistant personnel (UAP), as needed. Child specific training for UAP will be completed by school board RN or appropriate licensed personnel from the child's medical provider for schools without a RN. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
	<p>35b. An RN must document health related child-specific training for delegated staff. The delegation process shall include communication to the unlicensed assistant personnel (UAP) which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.</p>	<p>Documentation of child specific training done on skills checkoff sheets, child specific training sheets, in IHP, and in student data system. Child specific training by LEA for unlicensed assistant personnel (UAP), as needed. Child specific training for UAP will be completed by school board RN or appropriate licensed personnel from the child's medical provider for schools without a RN. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
<p>36. Background Screening Requirements for School Health Services Personnel Chapter 435, F.S., s. 381.0059, F.S.;</p>	<p>36a. The District School Board and CHD will ensure that any person who provides services under this school health services plan must meet the requirements of a level 2 background screening.</p>	<p>LEA RNs follow F.S. 464 and "Technical Assistance Guidelines: The Role of the Professional School Nurse in the Delegation of Care in Florida Schools" (2022), when delegating tasks and procedures to UAPs. The CHD provides program oversight.</p> <p>All school health employees from LEA, CHD and community agencies undergo Level 2 background screenings prior to employment and repeated every 5 years.</p>

<p>s. 1012.465, F.S.</p> <p>37. Involuntary Examination s. 394.463, F.S. including: s. 1002.20(3)(l), F.S.; s. 1002.33(9), F.S.; s. 381.0056(4)(a)(19), F.S.</p>	<p>37a. The School District Board will ensure that it develops policies and procedures for the implementation of this statutory requirement. A reasonable attempt must be made to notify a student's parent/guardian, or caregiver before the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination.</p>	<p>LEA has policies and procedural guidelines in place when a student is removed from school, school transportation or a school-sponsored activity and taken to a facility for an involuntary examination under the Baker Act. These guidelines provide for the immediate notification to a student's parent or guardian, or other contact listed if the student is removed from school as stipulated in s.381.0056(4)(a)(19). Rescue or another school personnel call before transport. This information is disseminated through school counselors, mental health therapists, the crisis response manual, as well as provided on the LEA web page. This is incorporated into the Student and Family Handbook and Code of Student Conduct.</p> <p>Local Agency Responsible: LEA</p>
<p>38. Parental Consent for Health Care Services Section 1014.06, F.S.</p>	<p>38a. The School District Board must ensure that it develops policies and procedures for the implementation of the Parent's Bill of Rights. Address the following statutory requirements: (1) Obtain written parental consent prior to providing, soliciting or arranging to provide health care services or prescribe medicinal drugs to a minor child. (2) Obtain written parental consent prior to a medical procedure to be performed on a minor child in its facility.</p>	<p>Umbrella for consents pertaining to Parental Bill of Rights is expressed in the Student and Family Handbook and Code of Student Conduct.</p> <p>Parents can opt in or out of Nursing Services, nursing assessment and health screenings online during the registration process. The parents must update this status on a yearly basis but can make changes to their consent, as needed.</p> <p>Local Agency Responsible: LEA</p>
<p>39. Care of Students with Epilepsy or Seizure Disorders: Creates Section 1006.0626, F.S.</p>	<p>39a. Requires a school to provide epilepsy or seizure disorder care to a student under certain circumstances.</p> <p>39b. Provide requirements for the implementation of an individualized seizure action plan for a student with epilepsy or a seizure disorder.</p>	<p>Will be covered by ISAP individual seizure action plan completed by LEA. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p> <p>LEA worked with local physicians to create an ISAP. Our current MMP for seizures also covers the needed information. The CHD provides program oversight. Charter schools will need to provide their own RN for school health</p>

	<p>39c. Provide that an individualized seizure action plan remains in effect until certain criteria are met.</p>	<p>services or enter into a contractual agreement with CHD for fee for service. The action plan will remain in effect until the physician changes the plan of care or at the end of a school year. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
	<p>39d. Authorize a school to provide training and supports to a student in the absence of such a plan.</p>	<p>LEA employees are to watch a video recommended by the Department of Education on seizures and care.</p>
	<p>39e. Provide requirements for such plans; requiring a school nurse or appropriate school employee to coordinate the care of such students and verify the training of certain school employees relating to the care of the students.</p>	<p>LEA employees will watch a video on seizure care, and they will submit their certificate to the school nurse. Child specific training will be completed by LEA for students with epilepsy/seizure disorders. The CHD provides program oversight. Charter schools will need to provide their own RN for school health services or enter into a contractual agreement with CHD for fee for service.</p>
	<p>39f. Provide requirements for such training; based on guidance issued by the Department of Education.</p>	
	<p>39g. Require schools to provide specified information to certain school employees.</p>	<p>LEA employees will watch a video on seizure care, and they will submit their certificate to the school nurse.</p>
<p>40. Availability of menstrual hygiene products. s.1006.064, F.S.</p>	<p>40a. If the school district has chosen to make menstrual hygiene products available in each school at no charge within the district, the School District Board will ensure that students are informed about the product's availability and location.</p>	<p>LEA have consistently provided complimentary menstrual hygiene products, which are conveniently located in the health room. This measure is designed to afford our students the requisite privacy and discretion.</p>

PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)

Statute and/or Rule References	Program Standard/Requirement	Local Implementation Strategies and Activities
<p>41. The provision of Comprehensive School Health Services. The services provided under This section are additional and are intended to supplement, rather than supplant, basic School Health services. s. 381.0057(6), F.S.; s. 743.065, F.S.</p>	<p>41a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.</p> <p>41b. Provide health activities that promote healthy living in each school.</p>	<p>All comprehensive schools have a RN or LPN on-site for the entire school day. The CHD provides program oversight.</p> <p>Health promotion activities provided at each comprehensive school. CHD participates, as available and when requested. A Student Health Expo is provided with community partners each year and LEA/CHD participate. Wilkinson Junior High School is a community partnership school partnering with Children's Home Society of Florida, St. John's River State College, Clay County District Schools, and Baptist Health - Wolfson Children's Hospital.</p> <p>Orange Park High School is a community partnership school collaborating with Children's Home Society of Florida, HCA Florida Orange Park Hospital, Clay County School District, Palms Medical Group and St. John's River State College.</p> <p>Keystone High School is also a community partnership school partnering with Santa Fe Community College, Aza Health (FOHC) and Children's Home Society. Each of these schools provide additional wellness and support. LEA coordinates Hunger Free Campus and Share Table. LEA provides district wide annual training on child abuse. LEA continuously provides Youth Mental Health First Aid training to the DOH-Clay school nurses and all the LEA employees. LEA and CHD participate in SHWAC with community partners.</p> <p>LEA certificated staff provide health education instruction integrated within the core curriculum. LEA provides the One Love curriculum (healthy relationships) and CATCH my Breath (anti-vaping) training in 5th-9th grade physical education. LEA adopted Suite 360 program, which is used during a variety of</p>
	<p>41c. Provide health education classes.</p>	

	<p>41d. Provide or coordinate counseling and referrals to decrease substance abuse/misuse.</p>	<p>courses throughout the year, based on the student's grade level and school structure. Students are referred to local substance abuse center for services, as needed. Family Education Program taught by a certificated prevention professional provided to students, as needed and when referred. Student Assistance Program or SAP specialists are provided in some secondary schools, when available. These providers provide services along with Clay Action Coalition's Too Good for Drugs program instruction. LEA offers Student Assistant program/SAP specialists, when available. This is used as a Tier 2 intervention.</p>
	<p>41e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.</p>	<p>Local Agency Responsible: LEA LEA provides annual training to counselors on identification and referrals concerning suicide prevention. School social workers and school counselors will provide individual counseling and referral, if needed. Student Assistance Program or SAP specialists are provided in some secondary schools, when available. If a student qualifies for Tier 3 interventions, they are referred for private counseling. Many schools in the district have clinicians on campus, three or more days a week. The LEA also has contracts with many local providers. Mental Health referrals are made through the BRAVE program which tracks & manages the referrals to ensure students are connected to needed services.</p>
	<p>41f. Provide or coordinate health education classes to reduce the incidence of substance abuse or misuse, suicide attempts and other high-risk behaviors.</p>	<p>Local Agency Responsible: LEA Student Assistance Program or SAP specialists are provided in some secondary schools, when available. The Hanley Foundation programs provide alcohol literacy challenge, marijuana and vaping prevention, prescription drug abuse prevention and project success, as permitted.</p>
	<p>41g. Identify and provide interventions for students at risk for early parenthood.</p>	<p>Local Agency Responsible: LEA Student Assistance Program or SAP specialists are provided in some secondary schools, when available. SAP specialists, school nurses, school counselors, school psychologists, and social workers work with students to identify needs and resources.</p>

	<p>41h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.</p>	<p>Local Agency Responsible: LEA</p> <p>Student Assistance Program or SAP specialists are provided in some secondary schools, when available. SAP specialists, school nurses, school counselors, school psychologists, and social workers work with students to identify needs and resources.</p> <p>Local Agency Responsible: LEA</p>
	<p>41i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.</p>	<p>LEA social workers and school counselors work with agencies to provide support, education and services. LEA provides information on prenatal care and Healthy Start Program, as needed. Healthy Start Services are available at Bannerman Learning Center. CHD provides Healthy Start referral information to the LEA through DOH-Baker.</p>
	<p>41j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.</p>	<p>LEA social workers and school counselors work with agencies to provide support, education and services for the transition back into the school setting. Healthy Start Services available at Bannerman Learning Center. CHD provides Healthy Start referral information to the LEA through DOH-Baker.</p>
	<p>41k. Refer all known pregnant students to staff for prenatal care and Healthy Start services.</p>	<p>Healthy Start Services available at Bannerman Learning Center. LEA provides information on prenatal care and Healthy Start Program, as needed. Referrals are made by social workers and school counselors. CHD provides Healthy Start referral information to the LEA through DOH-Baker.</p>

PART III: HEALTH SERVICES FOR FULL-SERVICE SCHOOLS

Statute and/or Rule References	Program Standard/Requirement	Local Implementation Strategies and Activities
<p>42. Full-Service Schools s. 412.3026(1), F.S.</p>	<p>42a. The State Board of Education and the Florida Department of Health shall jointly establish FSS to serve students from schools that have a student population at high risk of needing medical and social services.</p>	<p>The following are full-service schools (FSS): BLC, CEB, CHE, GPE, KHE, MRE, MBE, SBJ, WEC, and WES.</p>

	<p>42b. Designate FSS based on demographic evaluations.</p>	<p>Currently there are 10 full-service schools in the county. The following are full-service schools (FSS): BLC, CEB, CHE, GPE, KHE, MRE, MBE, SBJ, WEC, and WES.</p>
	<p>42c. Provide nutritional services.</p>	<p>Referrals to local agencies, summer nutrition program at selected school sites. LEA provides the Free Summer Meals Program (breakfast & lunch) for kids 18 and under at approved schools throughout the district and via the Filling Station (mobile food truck) at 2 library locations. The number of feeding sites for the Free Summer Meals Program could change based on the needs of the district (increase in sites due to summer program or decrease because of participation later in the summer).</p>
	<p>42d. Provide basic medical services.</p>	<p>CHD coordinates or participates in Back-to-School Event in the summer with LEA at selected school sites or in collaboration with other community agencies and partners. CHD provides immunizations during a summer Back to School event. LEA partners with Health Heroes Inc. to provide influenza vaccines. Aza and Palms provides vaccines. Wellness screenings and vaccines provided at school sites in the Community Partnership Schools. LEA is partnering with DOH-Baker to provide Preventative Dental Care in full-service schools.</p>
	<p>42e. Provide referral to dependent children Temporary Assistance to Needy Families (TANF).</p>	<p>LEA refers to local agencies for needed specialized services. Social worker available at all school sites, SAP specialists for at risk students.</p>
	<p>42f. Provide referrals for abused children.</p>	<p>LEA provides referrals to local agencies for needed specialized services. Social worker available at all school sites, SAP specialists for at risk students. CHD and LEA provide training and information on how to report child abuse to school health room staff. LEA provides training and information on how to report child abuse to all school staff.</p>
	<p>42g. Provide specialized services as an extension of the educational environment that may include nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parent/guardian, and adult education.</p>	<p>Parenting and GED classes at various sites provided. Referrals to local agencies for needed specialized services. Social worker available at all school sites, SAP specialists for at risk students. Local Agency Responsible: LEA</p>

	<p>42h. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.</p>	<p>Partnerships in place with multiple community agencies for health and social services. All 3 community partnership schools have a contract with 3 partners for 25 years of support. Each site also has a variety of other community partners that can help with specialized projects.</p> <p>Local Agency Responsible: LEA</p>
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PART IV: Detailed Description of Local Agency(s) Roles and Responsibilities

Statute and/or Rule References	Program Standard/Requirement	Local Implementation Strategies and Activities
<p>43. Command structure, accountability, outcome indicators, resource management, and data systems.</p> <p>Rules: 64F-6.002, F.A.C.</p>	<p>43a. Please describe how responsibilities and duties to operate the school health services program are divided among the agencies involved in implementation. Please review:</p> <ol style="list-style-type: none"> (1) Employing or contracting for all health-related staff, the supervision of all school health services personnel regardless of funding source. (2) List the agency responsible for the day-to-day school clinic operations and management oversight. (3) List the resources or tools that are shared between agencies within your school health program. (4) Explain who is responsible for performance evaluations of clinical operations; and how are the evaluations completed and documented. (5) Explain who is responsible for Quality Improvement planning. 	<p>1-Human resources have a job description with specific requirements for LEA and CHD. The principals are responsible for hiring staff for the health rooms.</p> <p>2-All school health services for LEA are supervised by the Climate and Culture Department, specifically the Coordinator of Nursing Services.</p> <p>3-Resources for school health services are provided by LEA and CHD. CHD donated the bulk of their mass health screening equipment to the LEA for conducting mass health screenings. LEA loans CHD screening equipment (Spot Screener), as needed. CHD purchased Nickie Medical Training Doll for LEA to use for training purposes. Educational resources are also shared with the LEA by the CHD as available and as requested through our community health program.</p> <p>4-LEA receives information and recommendations from the state, the Department of Education, and the CHD. The CHD conducts a School Health Services Program Review in the fall, on all the schools. The primary schools receive another School Health Services Program Review in the spring. These reviews are documented on the School Health Services Program Review Tool.</p> <p>5-The CHD will send the school principals, school nurse, records staff, and the coordinator of nursing services a process improvement plan on any measures not meeting compliance.</p>

	<p>implementation, and tracking for school health operations.</p>	<p>The coordinator of nursing services will ensure individuals needing retraining will attend a class. LEA will complete the process improvement plan and return the completed plan to the CHD within 2 weeks. The CHD follows up with the LEA, including conducting additional visits, as needed, on any measures not meeting compliance. CHD conducts internal DOH school health QI projects each year. Results are shared with the schools, as appropriate and with DOH staff and DOH leadership.</p>
	<p>43b. Explain how the program collaborates in the planning and implementation of statutory requirements, rules, policies and routines. Please review the formal process used and each step taken during this collaborative task.</p>	<p>Each year that new statutory requirements are implemented, the LEA and CHD discuss implementation via meetings and/or emails. These updates are shared with the nurses at the August annual nurse's meeting or throughout the year via email. The School Health Services Resource Manual is used as a guide to ensure school health statutory requirements are met in the local school health program.</p>
	<p>43c. Describe the communication between agencies. Please review how frequently agencies meet to discuss progress and challenges facing the program and when the school health services plan is reviewed each year for the purpose of updating the planning.</p>	<p>CHD Health Officer, Director of Nursing and School Health Coordinator collaborates with the LEA Coordinator of Nursing Services and the Director of Climate and Culture on a quarterly basis to review progress, changes, and challenges. The LEA Coordinator of Nursing Services and the CHD School Health Coordinator collaborate weekly or as needed via email and telephone. Additionally, the School Health Services Plan undergoes review by CHD, and LEA leadership. The plan is presented to the SHWAC</p>
	<p>43d. Please describe the data ownership and the responsibilities of data owners. Explain the requirements related to data sharing, agreements, data translation, and exchanges. Please review (1) Who is responsible for data collection? (2) Who is responsible for data cleaning? (3) Who is responsible for data quality assurance? (4) Where does services data reside? (5) Is there a formal data definitions and query manual?</p>	<p>The CHD has ownership of (HMS) the Health Management System and only DOH-Clay nurses enter school health services data into the system. CHD collects monthly aggregate school health services data from each school to report in the Health Management System (HMS). Data cleaning is mainly monitored by CHD but the LEA assist with discrepancies to ensure accurate data is retrieved. LEA and CHD work cooperatively to ensure quality data is received. CHD reviews the data for accuracy and obtains clarification of any discrepancies received from the LEA. Updates on data collection are provided to the LEA by the CHD at the August nurse's meeting and as needed to ensure consistency of the collected data. CHD inputs service data into HMS. A secondary</p>

	<p>43e. What is your step-by-step procedure and established timelines for the resolution of interagency conflicts. Please review a specific example of this process being utilized and its outcome.</p>	<p>DOH nurse reviews the monthly data entered in HMS to ensure accuracy of data entry. LEA also maintains services data collected via the monthly reporting forms. LEA maintains records per retention schedule. The CHD creates a Reporting Manual with data definitions that is updated yearly.</p> <p>The CHD nurses sign a LEA vendor agreement each year to access Synergy for record reviews and immunization compliance. LEA has ownership of Synergy.</p> <p>The LEA and CHD meet quarterly and discusses any conflicts that may arise. If there are immediate needs these are resolved at the time of occurrence by a phone call, email, or a face to face or virtual meeting. The CHD contacts the state program office to answer any questions related to program guidelines and CHD legal may be contacted for the interpretation of any statutes in question. CHD recommends to LEA as appropriate, to follow up with their legal counsel as needs arise. A specific example was the requirements for mass health screenings and screening of new students. The process above was utilized to obtain a successful resolution.</p>
	<p>43f. Please describe how agencies coordinate training and knowledge sharing to maintain consistency in the implementation of statutory requirements. Please review examples of coordinated training and knowledge sharing.</p>	<p>The LEA coordinates the August yearly nurse's meeting with all the health room staff. The CHD presents any statutory updates at this training. The CHD provides a monthly 4-hour orientation class reviewing statutory school health program requirements will all new health room staff. The CHD presents a virtual monthly training on the statutory requirements to all new records staff on school health entry requirements. At the beginning of the school year the CHD shares the Florida Statutes and Administrative Code Rules for School Health Services and Related Activities in Schools with the school principals.</p>

END OF TEXT

DRAFT

December 12, 2024 Regular School Board Meeting

Title

C13 - Proposed Allocation Changes for 2024-2025

Description

Staff allocation documents clarify how each school, district department and division is staffed for the 2024-2024 school year. The School Board is required to take action on all staff allocation changes.

Gap Analysis

These allocation changes are required to ensure the adequate staffing of the district and schools.

Previous Outcomes

The district ensures fiscal responsibility and equitable distribution of resources.

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 staff allocation plan as submitted.

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904) 336-6722, susan.legutko@myoneclay.net

Financial Impact

Reflected in attachment.

Review Comments

Attachments

① [12.12.24 - 24-25 Allocation Summary.pdf](#)

PROPOSED CHANGES TO STAFF ALLOCATIONS 2024-2025 SUMMARY Board Meeting, December 12, 2024

School/Dept	Add	Delete	Allocation	Comment	Salary	Benefits	Total Cost
2024-2025 ACTIONS							
General Funds							
ACE - 9008		(1.0)	ACE Teacher, Adult Education, 10-month	Match allocation to year-round duties	(\$48,450)	(\$17,011)	(\$65,461)
ACE - 9008	1.0		ACE Teacher, Adult Education, 12-month	Match allocation to year-round duties	\$64,270	\$22,565	\$86,836
Transportation - 9010	1.0		Coordinator of Routing (2/1/25 - 6/30/25)	Temporarily double-staff position to allow training with current Coordinator of Routing, retiring 6/30/25	\$22,621	\$7,942	\$30,563
TOTAL:					\$38,441	\$13,497	\$51,938
Federal Funds 410							
OPJ - 0361		(2.0)	3.5 Cafeteria Assistant	Increase in participation	(\$10,199)	(\$3,581)	(\$13,780)
OPJ - 0361	2.0		4.0 Cafeteria Assistant	Increase in participation	\$11,656	\$4,092	\$15,748
TOTAL:					\$1,457	\$512	\$1,969

DRAFT

December 12, 2024 Regular School Board Meeting

Title

C14 - Monthly Financial Reports for October, 2024

Description

The Monthly Financial Reports, in accordance with SBE Rule 6A-1.008, are submitted for the use and consideration of the Board for the month ending October 31, 2024.

Gap Analysis

The Monthly Financial Reports show compliance to the district's amended budget as of the month end reported and meet State and School Board financial reporting requirements.

Previous Outcomes

It has been a past (normal) practice to provide Monthly Financial Reports, in accordance with SBE Rule 6A-1.008.

Expected Outcomes

The Monthly Financial Reports are provided to meet the stewardship responsibilities of the district for reporting and accountability of the district's finances.

Strategic Plan Goal

Goal 5: Strategy 2: Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning. Promote fiscal transparency and communication.

Recommendation

That the Clay County School Board accept for use and consideration the Superintendent's Monthly Financial Reports for October, 2024.

Contact

Dr. Susan M. Legutko, Assistant Superintendent of Business Affairs, (904) 336-6721, susan.legutko@myoneclay.net

Financial Impact

The Monthly Financial Reports reflect the year-to-date results of operations.

Review Comments

Attachments

- ☞ [October 2024 Monthly Board Property Report.pdf](#)
- ☞ [Contracts 50 Thousand and Greater.pdf](#)
- ☞ [October 2024 Monthly Board Financial Report.pdf](#)

VEHICLES OCTOBER, 2024										
LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE	
9010-TRANSPORTATION	\$ 32,712,462.49	\$ 198,724.00							\$ 32,911,186.49	
TOTAL	\$ 32,712,462.49	\$ 198,724.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,911,186.49	

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AUDIOVISUAL OCTOBER, 2024

	LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0021	GREEN COVE SPRINGS JUNIOR HIGH	\$ 1,824.00							\$ 1,824.00
0111	BANNERMAN LEARNING CENTER	\$ 2,402.11							\$ 2,402.11
0252	ORANGE PARK HIGH	\$ 8,448.88							\$ 8,448.88
0301	KEYSTONE HEIGHTS ELEMENTARY	\$ 1,350.00							\$ 1,350.00
0311	KEYSTONE HEIGHTS JR/SR HIGH	\$ 3,056.00							\$ 3,056.00
0341	CLAY HIGH SCHOOL	\$ 86,788.80							\$ 86,788.80
0351	LAKESIDE JUNIOR HIGH	\$ 5,333.16							\$ 5,333.16
0361	ORANGE PARK JUNIOR HIGH	\$ 1,149.00							\$ 1,149.00
0391	MIDDLEBURG HIGH SCHOOL	\$ 18,208.40							\$ 18,208.40
0431	RIDGEVIEW HIGH SCHOOL	\$ 7,637.05							\$ 7,637.05
0481	LAKE ASBURY JUNIOR HIGH	\$ 11,237.85							\$ 11,237.85
0551	FLEMING ISLAND HIGH SCHOOL	\$ 1,231.99							\$ 1,231.99
0661	OAKLEAF HIGH SCHOOL	\$ 4,855.26							\$ 4,855.26
9005	EXCEPTIONAL STUDENT EDUCATION	\$ 1,900.00							\$ 1,900.00
9010	TRANSPORTATION	\$ 5,886.00							\$ 5,886.00
	TOTAL	\$ 161,308.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,308.50

SOFTWARE SEPTEMBER, 2024

LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0341 CLAY HIGH SCHOOL	\$ 5,599.00								\$ 5,599.00
0431 RIDGEVIEW HIGH	\$ 3,450.00								\$ 3,450.00
0541 RIDEOUT ELEMENTARY	\$ 7,605.95								\$ 7,605.95
0611 OAKLEAF JUNIOR HIGH	\$ 37,921.00								\$ 37,921.00
9008 ADULT COMMUNITY EDUCATION	\$ 1,295.00								\$ 1,295.00
9010 TRANSPORTATION	\$ 37,550.84								\$ 37,550.84
9021 MAINTENANCE	\$ 13,800.00								\$ 13,800.00
9040 INFORMATION & TECH SERVICES	\$ 5,006,636.82		\$ 918.00						\$ 5,007,554.82
9110 FOOD & NUTRITION SERVICES	\$ 39,100.00								\$ 39,100.00
TOTAL	\$ 5,152,958.61	\$ -	\$ 918.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,153,876.61

Value Add to Asset 16000514

FURNITURE/EQUIPMENT OCTOBER, 2024										
LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE	
0020 FL YOUTH CHALLENGE ACADEMY	\$ 19,282.17	\$ 5,180.76				\$ -			\$ 24,462.93	
0021 GREEN COVE SPRINGS JUNIOR HIGH	\$ 418,198.34	\$ 14,995.00				\$ 11,370.00	\$ 8,951.09		\$ 435,612.25	
0071 CHARLES E BENNETT ELEMENTARY	\$ 271,707.35					\$ -			\$ 271,707.35	
0111 BANNERMAN LEARNING CENTER	\$ 225,287.68					\$ -		\$ 2,457.50	\$ 222,830.18	
0112 PACE CENTER FOR GIRLS	\$ 1,613.20					\$ -			\$ 1,613.20	
0113 AMI KIDS	\$ 7,461.21					\$ -			\$ 7,461.21	
0201 ORANGE PARK ELEMENTARY	\$ 221,898.25	\$ 2,447.81				\$ -			\$ 224,346.06	
0232 GROVE PARK ELEMENTARY	\$ 323,745.31					\$ 8,150.85	\$ 3,765.89		\$ 328,130.27	
0241 W E CHERRY ELEMENTARY	\$ 296,488.67					\$ 1,871.25	\$ 4,294.80		\$ 294,065.12	
0252 ORANGE PARK HIGH	\$ 1,483,224.66	\$ 94,921.37				\$ 4,776.28	\$ 3,146.77		\$ 1,579,775.54	
0261 DOCTORS INLET ELEMENTARY	\$ 182,776.63					\$ -		\$ 1,599.96	\$ 181,176.67	
0271 MIDDLEBURG ELEMENTARY	\$ 289,279.53					\$ 1,048.95		\$ 2,121.34	\$ 288,207.14	
0301 KEYSTONE HEIGHTS ELEMENTARY	\$ 580,316.21					\$ 2,793.00	\$ 1,848.75	\$ 20,465.05	\$ 560,795.41	
0311 KEYSTONE HEIGHTS JR/SR HIGH	\$ 799,836.00					\$ 1,629.51			\$ 801,465.51	
0331 S BRYAN JENNINGS ELEMENTARY	\$ 188,371.68					\$ -		\$ 7,167.98	\$ 181,203.70	
0341 CLAY HIGH SCHOOL	\$ 1,081,543.89					\$ 6,293.54	\$ 10,697.65		\$ 1,077,139.78	
0351 LAKESIDE JUNIOR HIGH	\$ 450,712.49					\$ 9,739.27	\$ 3,146.77	\$ 7,352.85	\$ 449,952.14	
0352 LAKESIDE ELEMENTARY	\$ 313,741.48					\$ 3,715.74	\$ 4,465.00		\$ 312,992.22	
0361 ORANGE PARK JUNIOR HIGH	\$ 526,206.33					\$ 7,470.42	\$ 6,090.64		\$ 527,586.11	
0371 WILKINSON JUNIOR HIGH	\$ 573,324.86	\$ 57,815.52				\$ 13,154.73		\$ 3,812.90	\$ 640,482.21	
0381 MONTCLAIR ELEMENTARY	\$ 196,797.75					\$ 9,159.15		\$ 6,144.95	\$ 199,811.95	
0391 MIDDLEBURG HIGH SCHOOL	\$ 1,487,752.15	\$ 4,270.00				\$ 16,817.51	\$ 3,146.77		\$ 1,505,692.89	
0401 RIDGEVIEW ELEMENTARY	\$ 344,779.52					\$ 5,238.75	\$ 5,833.30		\$ 344,184.97	
0411 CLAY HILL ELEMENTARY	\$ 284,512.17					\$ 4,217.60			\$ 288,729.77	
0431 RIDGEVIEW HIGH SCHOOL	\$ 1,310,072.73	\$ 9,125.65				\$ 1,629.51	\$ 21,620.73		\$ 1,299,207.16	
0451 LAKE ASBURY ELEMENTARY	\$ 197,783.21					\$ 13,602.47			\$ 211,385.68	
0471 ROBERT M PATERSON ELEMENTARY	\$ 213,203.36					\$ -		\$ 5,316.00	\$ 207,887.36	
0481 LAKE ASBURY JUNIOR HIGH	\$ 684,879.86	\$ 2,135.11				\$ -	\$ 6,093.16		\$ 680,921.81	
0491 WILKINSON ELEMENTARY	\$ 399,015.77	\$ 14,845.92				\$ -			\$ 413,861.69	
0501 TYNES ELEMENTARY	\$ 316,808.22	\$ 6,851.01				\$ -	\$ 3,201.88	\$ 3,764.00	\$ 316,693.35	
0511 MCRAE ELEMENTARY	\$ 290,495.26					\$ -			\$ 290,495.26	
0521 FLEMING ISLAND ELEMENTARY	\$ 191,718.54					\$ -			\$ 191,718.54	
0531 THUNDERBOLT ELEMENTARY	\$ 251,090.81					\$ -	\$ 1,871.25		\$ 249,219.56	
0541 RIDEOUT ELEMENTARY	\$ 210,558.89					\$ -	\$ 1,778.00	\$ 10,481.10	\$ 198,299.79	
0551 FLEMING ISLAND HIGH SCHOOL	\$ 1,461,574.23	\$ 9,760.88				\$ -	\$ 29,106.65	\$ 3,036.25	\$ 1,439,192.21	
0571 SWIMMING PEN CREEK ELEMENTARY	\$ 165,071.60					\$ 7,914.59	\$ 3,750.22		\$ 169,235.97	
0591 ARGYLE ELEMENTARY SCHOOL	\$ 203,741.26					\$ 1,778.00			\$ 205,519.26	
0601 COPPERGATE ELEMENTARY	\$ 270,791.55					\$ -			\$ 270,791.55	
0611 OAKLEAF JUNIOR HIGH	\$ 553,666.21					\$ -	\$ 6,004.00		\$ 547,662.21	
0621 OAKLEAF VILLAGE ELEMENTARY	\$ 298,655.51	\$ 4,620.00				\$ -	\$ 6,889.00		\$ 296,386.51	
0631 SHADOWLAWN ELEMENTARY	\$ 195,048.78					\$ -		\$ 4,095.00	\$ 190,953.78	

FURNITURE/EQUIPMENT OCTOBER, 2024										
LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE	
0641 DISCOVERY OAKS ELEMENTARY	\$ 665,561.96					\$ -			\$ 665,561.96	
0651 PLANTATION OAKS ELEMENTARY	\$ 605,497.06					\$ -			\$ 605,497.06	
0661 OAKLEAF HIGH SCHOOL	\$ 1,552,331.53	\$ 13,990.00		\$ 2,478.00					\$ 1,568,799.53	
0671 SPRING PARK ELEMENTARY	\$ 750,073.07								\$ 750,073.07	
0677 ST JOHNS CLASSICAL ACADEMY OP	\$ 1,613.20								\$ 1,613.20	
0769 ST JOHNS COUNTRY DAY	\$ 11,345.00								\$ 11,345.00	
0824 GRACE EPISCOPAL	\$ 1,098.69								\$ 1,098.69	
1409 ANNUNCIATION CATHOLIC SCHOOL	\$ 1,059.00								\$ 1,059.00	
3460 BROACH OF ORANGE PARK	\$ 1,081.99								\$ 1,081.99	
7005 CLAY VIRTUAL ACADEMY	\$ 17,534.64								\$ 17,534.64	
9000 SCHOOL BOARD	\$ 16,515.41								\$ 16,515.41	
9002 CAREER & TECHNICAL EDUCATION	\$ 34,126.84						\$ 8,147.55		\$ 25,979.29	
9003 INSTRUCTIONAL RESOURCES	\$ 45,000.81							\$ 21,476.15	\$ 23,524.66	
9004 CLIMATE & CULTURE	\$ 85,790.45						\$ 5,741.01		\$ 80,049.44	
9005 EXCEPTIONAL STUDENT EDUCATION	\$ 165,006.69						\$ 1,048.95		\$ 163,957.74	
9006 DEPT OF ELEMENTARY EDUCATION	\$ 39,800.02							\$ 4,229.73	\$ 35,570.29	
9007 K12 ACADEMIC SERVICES	\$ 5,946.87								\$ 5,946.87	
9008 ADULT COMMUNITY EDUCATION	\$ 143,070.95							\$ 5,535.00	\$ 137,535.95	
9009 PROFESSIONAL DEVELOPMENT	\$ 114,538.18								\$ 114,538.18	
9010 TRANSPORTATION	\$ 638,300.85	\$ 1,625.00				\$ 1,913.67			\$ 641,839.52	
9015 READING & EARLY LITERACY	\$ 25,760.73								\$ 25,760.73	
9016 SUPERINTENDENT	\$ 40,077.03								\$ 40,077.03	
9020 OPERATIONS	\$ 16,998.76								\$ 16,998.76	
9021 MAINTENANCE DEPARTMENT	\$ 768,760.31	\$ 7,399.30					\$ 3,102.66		\$ 783,457.95	
9022 SAFETY & SECURITY	\$ 319,469.08					\$ 38,096.29	\$ 43,314.47	\$ 7,499.40	\$ 322,513.65	
9023 FACILITY PLANNING & CONSTRUCT	\$ 74,417.42	\$ 3,313.64				\$ 5,006.77	\$ 1,971.76		\$ 80,766.07	
9024 CODE ENFORCEMENT	\$ 7,884.99								\$ 7,884.99	
9030 PRINT CENTER	\$ 49,928.85								\$ 49,928.85	
9040 INFORMATION & TECH SERVICES	\$ 1,390,805.46						\$ 5,470.00		\$ 1,385,335.46	
9050 BUSINESS AFFAIRS DIVISION	\$ 144,974.90								\$ 144,974.90	
9060 HUMAN RESOURCES	\$ 60,450.23								\$ 60,450.23	
9105 ESOL						\$ 1,913.67			\$ 1,913.67	
9106 TITLE 1	\$ 23,365.11					\$ 4,252.64			\$ 19,112.47	
9110 FOOD & NUTRITION SERVICES	\$ 208,506.60					\$ 1,063.25	\$ 6,379.14		\$ 213,842.79	
9111 CURRICULUM & INSTRUCTION	\$ 22,539.83					\$ 65,447.24	\$ 42,231.36		\$ 25,755.71	
9113 TEACHER TRAINING CENTER FIH	\$ 20,266.18								\$ 20,266.18	
9114 TEACHER LEARNING CENTER OPHS	\$ 2,662.45								\$ 2,662.45	
9252 SEDNET	\$ 31,948.77								\$ 31,948.77	
TOTAL	\$ 25,887,143.23	\$ 253,296.97	\$ -	\$ 2,478.00	\$ -	\$ 253,109.22	\$ 253,109.22	\$ 116,555.16	\$ 26,026,363.04	

CONTRACT #	SUBMITTED BY	DEPT	COST	PO #	VENDOR	FUNDING SOURCE	FUNDING SOURCE	BOARD
240194	R Crawford	9010	\$50,970.16	P2411236	Georef Systems BusPlanner Software Agreement	General Fund	100-7800399-9010-0000-0000-000-0	September 5, 2024 Board
240176	E Caren	9040	\$72,337.00	P2500268	Finalsite (fka BlackBoard Inc)	General Fund	100-6500369-9040-0000-0000-000-0	
240165	C Guggel	9009	\$59,360.00	P2410919	QuaverEd, inc.	General Fund - Early Childhood Music	100-5100369-9009-0000-1025-000-4	

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**CLAY COUNTY SCHOOL BOARD
SUMMARY OF CASH INVESTMENTS
07/01/2024 thru 10/31/2024**

	CASH BALANCE	INVESTMENT AMOUNT	TYPE	GRAND TOTAL
General Fund(3)	1,339,482.54	7,770,762.45	(1) & (4) SBA/OTH	9,110,244.99
Debt Services(5)	0.00	502,863.75	SBA/OTH	502,863.75
Capital Projects	0.00	67,907,878.37	SBA/OTH	67,907,878.37
Special Rev. - Other	0.00	0.00	SBA	0.00
Spec. Rev - Food Service	9,035,292.87	2,874,732.82	SBA	11,910,025.69
Self Insurance	0.00	80,643.80	SBA	80,643.80
GRAND TOTAL	10,374,775.41	79,136,881.19		89,511,656.60

NOTES:

1. The rate of interest earned on investments with the State Board of Administration (PRIME) during the month of October, 2024 was 5.04%.
2. For comparison purposes with the General Fund Statement of Revenue, we have completed 34.0% of the fiscal year. All other percentages are only a comparison of cash collections or expenditures to budgeted revenue or appropriations.
3. On the Summary of Cash & Investments, the figure reported for General Fund Investments includes \$1,709,640.05 invested for School Internal Accounts.
4. The rate of interest earned on investments with the Florida Education Investment Trust Fund (FEITF) during the month of October, 2024 was 5.01%.
5. Trustee Accounts - Amounts placed with SBA by the Florida Department of Education for investment of debt service moneys.

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**CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS
STATEMENT OF REVENUE
07/01/2024 thru 10/31/2024**

		Acct#	District Summary Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Federal Impact Aid	3121	525,000.00	525,000.00	332,952.00	63.42%
	R O T C	3191	375,000.00	571,940.33	209,643.49	36.65%
Federal Direct	- Total		900,000.00	1,096,940.33	542,595.49	
Fed through Local and State	Federal Through Local Revenue	3280	350,000.00	612,872.92	66,244.50	10.81%
	Medicaid	3202	2,175,000.00	2,175,000.00	47,593.43	2.19%
	Other Federal Thru State	3290	0.00	2,500.00	0.00	0.00%
Fed through Local and State	- Total		2,525,000.00	2,790,372.92	113,837.93	
Rev from State Sources	Florida Educ Finance Program	3310	251,157,323.00	248,401,152.00	77,526,195.00	31.21%
	Workforce Development	3315	1,136,452.00	1,100,338.00	378,816.00	34.43%
	Workforce Performance Incentiv	3317	0.00	0.00	634.00	NA
	CO&DS Withheld/Admin Expense	3323	22,000.00	22,000.00	0.00	0.00%
	State License Tax	3343	40,000.00	40,000.00	16,790.25	41.98%
	Class Size Reduction	3355	37,433,038.00	37,433,038.00	12,477,680.00	33.33%
	School Recognition	3361	0.00	0.00	3,150,262.00	NA
	Voluntary Pre-K	3370	100,000.00	100,000.00	21,843.55	21.84%
	Voluntary Pre-K	3371	600,000.00	600,000.00	137,006.53	22.83%
	Miscellaneous State Revenue	3390	4,062,492.43	4,048,962.00	307,712.21	7.60%
	Other Misc State Revenue	3399	0.00	0.00	0.00	0.00%
Rev from State Sources	- Total		294,551,305.43	291,745,490.00	94,016,939.54	
Rev from Local Sources	District School Taxes	3411	73,434,756.26	75,447,813.00	0.00	0.00%
	Prior Year Coll School Taxes	3419	30,000.00	30,000.00	0.00	0.00%
	Tax Redemptions	3421	1,300,000.00	1,300,000.00	0.00	0.00%
	Rent	3425	600,000.00	600,000.00	138,765.67	23.13%
	Interest Incl Profit On Inves	3430	3,000,000.00	3,000,000.00	896,454.31	29.88%
	Gifts Grants & Bequests	3440	225,000.00	252,513.22	31,513.22	12.48%
	Adult Gen Educ Course Fee-GED	3461	40,580.00	55,756.88	16,016.88	28.73%
	Other Student Fees	3469	16,793.75	18,202.12	12,056.00	66.23%
	Preschool Program Fees	3471	500,000.00	500,000.00	95,270.55	19.05%
	Other Schl Class Fees	3479	612,113.00	612,113.00	5,427.10	0.89%
	Miscellaneous Local Sources	3490	7,028,577.24	7,071,359.66	1,148,889.56	16.25%
	Receipt Of Fed Indirect Cost	3494	500,000.00	500,000.00	159,045.26	31.81%
	Other Misc Local Sources	3495	325,449.94	325,449.94	77,367.15	23.77%
	Refund Of Prior Year's Expense	3497	100,000.00	100,000.00	14,397.69	14.40%
	Lost Damaged & Sale Of Textbook	3498	100.00	100.00	0.00	0.00%
	Receipt Of Food Serv Ind Cost	3499	400,000.00	400,000.00	0.00	0.00%
Rev from Local Sources	- Total		88,113,370.19	90,213,307.82	2,595,203.39	
Transfers	Transfer From Capital Projects	3630	6,000,000.00	7,011,557.00	3,107,670.00	44.32%
Transfers	- Total		6,000,000.00	7,011,557.00	3,107,670.00	
Other Financing Sources	Insurance Loss Recoveries	3740	5,000.00	5,000.00	1,250.00	25.00%
	Sale Of Equipment	3733	85,000.00	85,000.00	13,055.07	15.36%
Other Financing Sources	- Total		90,000.00	90,000.00	14,305.07	
Revenue			392,179,675.62	392,947,668.07	100,390,551.42	25.55%
Fund Balance - Total			33,554,390.35	33,554,390.35	33,554,390.35	
GRAND TOTAL			425,734,065.97	426,502,058.42	133,944,941.77	31.41%

CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS
STATEMENT OF EXPENDITURES AND TRANSFERS
07/01/2024 thru 10/31/2024

Acc#	District Summary Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
5100	186,830,795.06	187,346,021.83	21,740,546.98	7,437,864.74	9,274,634.76	229.00	6,655,261.43	497,937.03	124,136.34	45,730,602.28	24.41%
5200	58,053,062.44	57,926,817.44	8,960,879.80	3,103,887.73	544,211.99	181.31	143,598.31	255,609.56	1,468.47	13,009,837.17	22.46%
5300	14,670,741.67	14,629,385.51	1,341,703.87	469,620.39	423,317.72	1,052.16	120,771.53	175,114.11	5,635.49	2,537,215.27	17.34%
5400	770,896.94	767,732.32	82,714.81	31,245.13	31,245.13	0.00	9,926.00	20,640.13	24,941.00	193,063.89	24.51%
5500	1,587,037.94	1,587,252.58	272,841.41	83,496.68	3,317.98	0.00	1,073.18	157.98	0.00	370,887.13	23.37%
5900	114,531.80	125,097.33	25,489.38	3,946.24	0.00	0.00	8,656.61	6,401.61	0.00	44,493.84	35.57%
Total Expenses - 5000 - 5999	262,027,065.85	262,402,307.01	32,424,176.25	11,132,402.50	10,276,727.58	1,462.47	6,939,287.06	955,860.42	156,183.30	61,886,099.58	

Acc#	District Summary Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
6100	21,902,590.75	22,085,076.25	4,084,250.85	1,258,498.12	482,077.33	135.00	52,627.26	5,431.75	12,594.69	5,875,615.00	26.60%
6200	4,889,820.75	4,893,416.53	792,291.36	279,661.23	43,565.12	0.00	19,891.77	22,079.13	150.00	1,157,578.61	23.66%
6300	5,671,675.73	5,671,483.98	1,239,682.12	372,268.20	13,253.74	0.00	9,713.92	11,356.63	50.00	1,646,334.61	29.03%
6400	4,631,846.35	4,997,147.16	756,597.71	220,414.31	199,793.85	0.00	88,579.85	766.41	2,305.00	1,268,457.13	25.69%
6500	6,988,789.70	6,986,789.70	920,793.08	278,104.60	1,656,974.49	0.00	17,023.06	109,728.67	0.00	2,982,623.90	42.69%
7100	1,512,086.12	1,602,086.12	93,222.64	49,050.92	213,946.34	0.00	51.21	0.00	23,299.00	379,570.11	23.69%
7200	556,422.70	556,422.70	114,739.26	62,034.84	2,762.05	71.00	723.71	0.00	23,204.00	203,534.86	36.58%
7300	17,888,638.38	17,952,381.28	4,546,874.34	1,342,108.03	21,342.62	0.00	(7,566.54)	37,243.15	10,175.38	5,950,176.98	33.14%
7400	7,809,366.59	8,836,125.18	374,632.25	108,708.63	236,891.46	591.91	2,428.07	687,501.18	251,015.51	1,661,769.01	18.81%
7500	2,152,368.35	2,062,368.35	466,814.67	135,967.09	2,276.59	0.00	4,783.39	31,225.42	5,500.95	646,968.11	31.35%
7600	136,554.08	136,554.08	51,079.70	11,809.77	0.00	0.00	0.00	0.00	0.00	62,889.47	46.05%
7700	4,246,249.32	4,265,749.32	787,118.46	231,100.16	17,260.00	514.96	25,566.27	117,616.11	3,618.10	1,162,794.06	27.26%
7800	16,609,444.43	16,751,636.81	2,919,093.98	857,234.03	228,611.11	279,695.25	341,573.59	191,664.74	4,451.12	4,822,323.82	28.79%
7900	27,026,666.43	26,218,511.16	2,502,592.53	839,884.50	2,001,902.20	2,529,300.66	335,294.52	27,933.11	161.05	8,237,068.57	31.42%
8100	9,533,330.86	9,533,330.86	1,284,667.79	411,964.25	564,057.26	13,115.01	435,510.93	77,219.74	429.09	2,786,964.07	29.23%
8200	1,588,197.12	1,587,197.12	407,090.42	120,064.00	2,533.36	1,176.22	468.63	2,825.85	15.82	534,174.30	33.66%
9100	373,102.11	411,683.11	54,196.42	21,426.16	127.95	0.00	8,128.98	2,030.47	2,540.00	88,449.98	21.48%
9700	40,600.00	40,600.00	0.00	0.00	0.00	0.00	0.00	0.00	40,600.00	40,600.00	100.00%
Total Expenses - 6000-9999	133,758,179.77	134,528,561.71	21,355,737.58	6,600,298.84	5,687,395.47	2,824,600.01	1,334,738.62	1,324,622.36	380,103.71	39,507,492.59	
Total Expenses	395,785,245.62	396,930,868.72	53,779,913.83	17,732,701.34	15,964,113.05	2,826,062.48	8,274,025.68	2,280,482.78	536,293.01	101,383,592.17	25.54%

Nonspendable Fund Balance	500,000.00									500,000.00	
Restricted Fund Balance	5,409,179.00									5,409,179.00	
Assigned Fund Balance	7,186,743.11									7,186,743.11	
Unassigned Fund Balance	16,852,899.24									19,455,427.49	
Total Fund Balance	29,948,820.35	29,571,189.70								32,551,349.60	

Grand Totals 425,734,065.97 426,502,058.42 133,944,941.77 31.41%

**CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS - Additional Millage Fund
STATEMENT OF REVENUE
07/01/2024 thru 10/31/2024**

		Acct#	District Summary Budget	Amended Budget	Cash Received	% OF COLL
Local Sources	District School Taxes	3411	19,666,512.12	19,683,749.75	0.00	0.00%
	Refund Of Prior Year's Expense	3497	0.00	0.00	112,987.49	
Local Sources - Total			19,666,512.12	19,683,749.75	112,987.49	
Fund Balance	Fund Balance	2750	8,492,795.00	8,492,795.30	8,492,795.30	
Fund Balance - Total			8,492,795.00	8,492,795.30	8,492,795.30	
Grand Total			28,159,307.12	28,176,545.05	8,605,782.79	30.54%

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CLAY COUNTY SCHOOL BOARD
 GENERAL FUNDS - Additional Millage Fund
 STATEMENT OF EXPENDITURES AND TRANSFERS
 07/01/2024 thru 10/31/2024

Expense	Acct#	District Summary Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Trns	Totals	% OF Budget
Basic FEPP K-12	5100	2,000,000.00	2,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Facilities Acquisition & Const	7400	11,997,683.08	11,997,683.08	0.00	0.00	125,180.12	0.00	0.00	1,976,353.11	0.00	2,101,533.23	17.52%
Central Services	7700	11,000.00	11,000.00	0.00	0.00	1,592.54	0.00	0.00	0.00	0.00	1,592.54	14.48%
Pupil Transportation Services	7800	157,165.60	157,165.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Operation Of Plant	7900	10,443,435.58	10,443,435.58	423,876.51	117,187.97	4,013,043.98	6,810.00	10,273.46	5,086.13	3,600.00	4,579,878.05	43.85%
Maintenance Of Plant	8100	214,107.20	214,107.20	52,585.48	18,445.64	0.00	0.00	0.00	0.00	0.00	71,034.12	33.18%
Total Expenses		24,823,411.46	24,823,411.46	476,461.99	135,633.61	4,133,816.64	6,810.00	10,273.46	1,981,438.24	3,600.00	6,754,037.94	27.21%
Restricted Fund Balance	6/30/2025	3,335,895.96	3,353,133.59								1,851,744.85	
Unassigned Fund Balance	6/30/2025	3,335,895.96	3,353,133.59								0.00	
Total Fund Balance											1,851,744.85	
Grand Totals		28,159,307.42	28,176,545.05								8,605,782.79	30.54%



CLAY COUNTY SCHOOL BOARD
DEBT SERVICE FUND
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2024 thru 10/31/2024

Revenues and Transfers

Local Sources

	Acct#	District Summary Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Inves	3430	1,000.00	1,000.00	7,201.00	718.97%
Total Interest Incl Profit On Inves		1,000.00	1,000.00	7,201.00	

State Sources

Racing Commission Funds	3341	218,325.00	218,325.00	0.00	0.00%
Total Racing Commission Funds		218,325.00	218,325.00	0.00	

Transfers

Transfer From Capital Projects	3630	6,222,072.42	6,222,072.42	0.00	0.00%
Total Transfer From Capital Projects		6,222,072.42	6,222,072.42	0.00	
Total REVENUE AND TRANSFERS		6,441,397.42	6,441,397.42	7,201.00	
Total FUND BALANCE July 1, 2024		553,767.84	553,767.84	553,767.84	
GRAND TOTAL		6,995,165.26	6,995,165.26	560,968.84	8.02%

EXPENDITURES

Debt Service

	Acct#	District Summary Budget	Amended Budget	Expended	% OF BUDGET
Redempt Of Prnc	710	3,740,549.42	3,686,560.83	0.00	0.00%
Interest	720	2,748,837.20	2,748,837.20	34,162.50	1.24%
Dues And Fees	730	10,581.12	10,581.12	2,500.00	23.63%
Total Debt Service		6,499,967.74	6,445,979.15	36,662.50	
Total EXPENDITURES		6,499,967.74	6,445,979.15	36,662.50	

Fund Balance

Fund Balance

	Acct#	District Summary Budget	Amended Budget		
Fund Balance	2750	495,197.52	549,186.14	524,306.34	0.00%
GRAND TOTAL		6,995,165.26	6,995,165.29	560,968.84	8.02%

CLAY COUNTY SCHOOL BOARD
CAPITAL IMPROVEMENTS FUND - 396
HALF-CENT SALES TAX
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2024 Thru 10/31/2024

REVENUE AND TRANSFERS

Local Sources					
	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Local Sales Taxes	3418	19,059,000.00	19,059,000.00	3,703,242.03	13.06%
Interest Incl Profit On Inves	3430	300,736.80	300,736.80	337,149.32	81.59%
Total Local Sources		19,359,736.80	19,359,736.80	4,040,391.35	
Total REVENUE AND TRANSFERS		19,359,736.80	19,359,736.80	4,040,391.35	20.87%
Fund Balance July 1, 2024		17,623,511.41	17,623,511.41	17,623,511.41	
GRAND TOTAL		36,983,248.21	36,983,248.21	21,663,902.76	58.58%

EXPENDITURES

Gen Sup Srvc					
	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Buildings	630	388,610.64	474,183.28	0.00	0.00%
Equip \$1000 Over	641	246,009.83	246,009.83	109,513.55	44.52%
Equip L/T \$1000	642	476,545.08	392,045.08	166,889.44	42.57%
Cap Improvements Non-Bldg	671	5,301,286.81	4,478,721.15	2,539,552.48	56.70%
Non-Cap Improvements Non-Bldg	672	2,766,300.00	3,427,978.89	24,432.64	0.71%
Direct Purchase Cap Improvements	673	1,607,294.87	1,165,950.98	181,721.09	15.59%
Cap Remodlg	681	13,032,861.01	13,439,307.80	2,083,105.97	15.50%
Non-Cap Remo/Ren	682	4,297,684.20	4,440,894.28	1,823,877.95	41.07%
Direct Purch Capitalized Remodeling and Renovations	683	3,592,811.25	3,592,811.25	158,312.50	4.41%
Direct Purch Noncapitalized Remdng and Renovations	684	285,000.00	336,501.15	0.00	0.00%
Charter's Proportionate Share of Sales Tax Revenue	795	1,074,141.92	1,074,141.92	143,854.93	13.39%
Total Gen Sup Srvc		33,068,545.61	33,068,545.61	7,231,260.55	
Total EXPENDITURES		33,068,545.61	33,068,545.61	7,231,260.55	

FUND BALANCE

Fund Balance					
	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2025	2750	3,914,702.60	3,914,702.60	14,432,642.21	0.00%
Total Fund Balance		3,914,702.60	3,914,702.60	14,432,642.21	
GRAND TOTAL		36,983,248.21	36,983,248.21	21,663,902.76	58.58%

**CLAY COUNTY SCHOOL BOARD
CAPITAL IMPROVEMENTS FUNDS
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2024 thru 10/31/2024**

REVENUE AND TRANSFERS

State Sources

	Acct #	District Summary Budget	Amended Budget	Cash Received	% OF COLL
CO & DS Distribut To District	3321	1,591,601.00	1,591,601.00	0.00	0.00%
Interest On Undistrib CO & DS	3325	43,700.00	43,700.00	0.00	0.00%
Miscellaneous State Revenue	3390	615,216.00	615,216.00	158,973.06	25.84%
Charter Sch Capital Ou Revenue	3397	796,000.00	1,011,557.00	333,193.00	32.84%
Total State Sources		3,046,517.00	3,262,074.00	492,166.06	

Local Sources

	Acct #	District Summary Budget	Amended Budget	Cash Received	% OF COLL
District Local Cap Improv Tax	3413	29,499,768.18	29,499,768.18	0.00	0.00%
Local Sales Taxes	3418	19,059,000.00	19,059,000.00	3,703,242.03	19.43%
Interest Incl Profit On Inves	3430	1,514,706.00	1,514,706.00	630,693.48	35.04%
Impact Fees	3496	10,927,445.00	10,927,445.00	4,822,215.25	44.13%
Total Local Sources		61,000,919.18	61,000,919.18	9,056,150.76	

Other Financing Sources

	Acct #	District Summary Budget	Amended Budget	Cash Received	% OF COLL
Sale Of Equipment	3733	0.00	0.00	230,526.01	NA
Total Other Financing Sources		0.00	0.00	230,526.01	

Total REVENUE AND TRANSFERS		64,047,436.18	64,262,993.18	9,778,842.83	
Total Fund Balance July 1, 2024		83,080,008.32	83,080,008.32	83,080,008.32	
GRAND TOTAL		147,127,444.50	147,343,001.50	92,858,851.15	63.02%

EXPENDITURES

Debt Service

	Acct #	District Summary Budget	Amended Budget	Expended	% OF BUDGET
Redemption Of Principal	710	110,791.75	110,791.75	0.00	0.00%
Interest	720	1,528.25	1,528.25	0.00	0.00%
Dues And Fees	730	0.00	0.00	0.00	0.00%
Total Debt Service		112,320.00	112,320.00	0.00	

General Support Srvc

	Acct #	District Summary Budget	Amended Budget	Expended	% OF BUDGET
Tech Rentals	369	0.00	0.00	0.00	0.00%
Tech Other Purchased Services	399	0.00	0.00	0.00	0.00%
Library Books-New Libraries	611	0.00	0.00	0.00	0.00%
Library Books-Existing Library	612	17,603.26	17,603.26	17,603.26	100.00%
AV Materials \$1000/Over	621	0.00	0.00	0.00	0.00%
AV Material Less Than \$1000	622	0.00	0.00	0.00	0.00%
Buildings & Fixed Equipment	630	57,833,802.39	57,959,375.03	6,837,392.13	8.31%
Direct Purchases, Buildings	631	9,073,765.27	9,073,765.27	364,370.05	4.02%
Equipment \$1000 & Over	641	253,225.83	253,225.83	116,729.55	46.10%
Equipment Less Than \$1000	642	489,844.55	455,344.55	179,434.15	39.41%
Comp Hdw \$1000 & Over	643	206,253.40	206,253.40	206,253.40	100.00%
Comp Hdw < \$1000	644	2,339,448.75	2,339,448.75	1,672,946.93	26.19%
Tech Rel Fix/Equip > \$1000	648	0.00	0.00	0.00	0.00%
Tech Rel FFE < \$1000	649	0.00	0.00	0.00	0.00%
School Buses	651	3,904,020.00	3,904,020.00	454,020.00	11.63%
Vehicles	652	0.00	287,324.01	0.00	0.00%
Land	660	200,000.00	200,000.00	0.00	0.00%
Cap Imp Other than Bldgs	671	5,844,441.56	5,021,875.90	2,747,949.03	50.57%
Non-Capitalized Improvement	672	3,789,345.50	4,423,024.39	59,732.07	1.35%
Direct Purchase Capitalized	673	1,874,294.87	1,420,950.98	181,721.09	12.79%
Capitalized Remodeling	681	20,881,435.90	21,287,882.69	4,273,235.24	18.42%
Non-Cap Remodeling/Renovations	682	12,169,971.82	12,263,181.90	4,443,239.05	36.23%
Direct Purch-Capitalizd Remodel	683	5,997,213.14	5,997,223.75	158,312.50	2.64%
Dir Purch-Non-Cap Remodel	684	1,054,000.00	1,105,501.15	0.00	0.00%
Software \$1000 & Over	691	158,143.20	158,143.20	1,026.00	0.58%
Software Less Than \$1000	692	0.00	0.00	0.00	0.00%
CHARTER LCIF	793	1,145,079.44	1,145,079.44	66,270.97	5.79%
CHARTER Capital SALES TAX	795	1,084,961.30	1,084,961.30	143,951.70	13.27%
Total General Support Srvc		128,316,850.18	128,604,184.80	21,924,187.12	

Transfer Of Funds

	Acct #	District Summary Budget	Amended Budget	Expended	% OF BUDGET
Transfer To General Fund	910	6,000,000.00	7,011,557.00	3,189,854.00	44.32%
Transfers To Debt Service Fund	920	6,222,083.03	6,222,083.03	0.00	0.00%
Total Transfer Of Funds		12,222,083.03	13,233,640.03	3,189,854.00	
Total EXPENDITURES		140,651,253.21	141,950,144.83	25,114,041.12	

Fund Balance

	Acct #	District Summary Budget	Amended Budget		
Fund Balance	2750	6,476,191.29	5,392,856.67	67,744,810.03	100.00%
Total Fund Balance June 30, 2025		6,476,191.29	5,392,856.67	67,744,810.03	
GRAND TOTAL		147,127,444.50	147,343,001.50	92,858,851.15	63.02%

CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - FOOD SERVICES
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
 07/01/2024 thru 10/31/2024

REVENUE AND TRANSFERS

Fed through Local and State

	ACCT#	District Budget	Amended Budget	Cash Received	% OF COLL
School Lunch Reimbursement	3261	12,536,932.00	12,536,931.75	2,704,766.68	0.00%
School Breakfast Reimbursement	3262	3,000,660.00	3,000,660.00	230,343.39	0.00%
After School Snack Reimb	3263	6,500.00	6,500.00	0.00	0.00%
U S D A Donated Commodities	3265	1,600,000.00	1,600,000.00	0.00	0.00%
Cash in Lieu of Donated Foods	3266	5,000.00	5,000.00	0.00	0.00%
Summer Food Service Program	3267	100,000.00	100,000.00	87,803.99	0.00%
Food Service Misc	3269	0.00	0.00	0.00	0.00%
Total Fed through Local and State		17,249,092.00	17,249,091.75	3,022,914.06	

Rev from Local Sources

	ACCT#	District Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Inves	3430	250,000.00	250,000.00	66,293.34	0.00%
Student Lunches	3451	2,772,228.00	2,772,227.75	196,385.30	0.00%
Student Breakfasts	3452	337,850.00	337,850.00	20,079.40	0.00%
Adult Breakfasts/Lunches	3453	132,639.00	132,639.00	98.25	0.00%
Student A La Carte	3454	1,713,701.00	1,713,701.00	380,412.96	-0.19%
Miscellaneous Local Sources	3460	5,000.00	5,000.00	22,802.66	0.00%
Total Rev from Local Sources		5,211,418.00	5,211,417.75	686,071.91	

Rev from State Sources

	ACCT#	District Budget	Amended Budget	Cash Received	% OF COLL
School Breakfast Supplement	3337	60,000.00	60,000.00	0.00	0.00%
School Lunch Supplement	3338	85,000.00	85,000.00	0.00	0.00%
Total Rev from State Sources		145,000.00	145,000.00	0.00	

Total REVENUE AND TRANSFERS		22,605,510.00	22,605,509.50	3,708,985.97	16.41%
Fund Balance July 1, 2024		9,097,593.78	9,097,593.78	9,097,593.78	
GRAND TOTAL		31,703,103.78	31,703,103.28	12,806,579.75	40.40%

EXPENDITURES

	ACCT#	District Budget	Amended Budget	Expenditures	% OF EXP
Administrator	110	2,123,860.00	2,123,859.15	561,250.41	26.43%
Other Support	160	5,205,953.00	5,205,953.11	1,553,150.29	29.83%
Retirement	210	1,035,818.00	1,035,817.76	295,048.96	28.48%
Social Security	220	556,770.00	556,770.29	156,480.11	28.10%
Group Insurance	230	1,595,956.00	1,595,957.52	280,947.33	17.60%
Workmans Comp	240	61,081.00	61,077.13	30,455.28	49.86%
Pro & Tech Serv	310	5,000.00	5,000.00	0.00	0.00%
Prof Svcs - Substitutes	313	183,294.00	183,293.75	13,870.70	7.57%
Travel-In cnty	331	6,500.00	6,500.00	977.33	15.04%
Travel-Out Cnty	332	2,500.00	2,500.00	0.00	0.00%
Trvl-Out State	333	2,500.00	2,500.00	0.00	0.00%
Travel-Reg Fees	334	500.00	500.00	0.00	0.00%
Repairs And Mai	350	25,267.00	25,267.25	3,412.03	13.50%
Rentals	360	5,000.00	5,000.00	0.00	0.00%
Leases	367	3,084.00	3,083.76	729.06	23.64%
Tech Rentals	369	44,000.00	44,000.00	40,311.00	91.62%
Stamps	371	15,000.00	15,000.00	9,257.50	61.72%
Wireless Plan	372	100.00	100.00	0.00	0.00%
Cell Phones	378	1,000.00	1,000.00	303.24	30.32%
Othr Purch Svc	390	92,540.00	92,539.59	26,459.47	28.59%
Printing	391	15,000.00	15,000.00	1,438.26	9.59%
Bottled Gas	420	3,500.00	3,500.00	39.34	1.12%
Electricity	430	162,000.00	162,000.00	42,037.77	25.95%
Gasoline	450	6,000.00	6,000.00	249.00	4.15%
Diesel Fuel	460	4,000.00	4,000.00	246.55	6.16%
Supplies	510	1,070,778.00	970,778.53	195,631.46	20.15%
Toner/Type Fee	515	16,518.00	16,517.96	1,436.20	8.69%
Tech Supplies	519	800.00	800.00	486.36	60.80%
Oil & Grease	540	1,000.00	1,000.00	57.00	5.70%
Repair Parts	550	3,500.00	3,500.00	302.00	8.63%
Tires & Tubes	560	500.00	500.00	1,145.00	229.00%
Food	570	10,550,545.00	10,650,547.38	2,912,842.94	27.35%
Commodities	580	1,300,000.00	1,300,000.00	0.00	0.00%
AV Mat LT \$1000	622	250.00	250.00	173.66	69.46%
Equip \$1000 Over	641	150,000.00	150,000.00	0.00	0.00%
Equip LT \$1000	642	10,000.00	10,000.00	0.00	0.00%
Cptr Hdw <\$1000	644	50,000.00	50,000.00	0.00	0.00%
Cap Remodlg	681	152,025.00	152,025.40	2,025.40	1.33%
Non-Cap Remo/Ren	682	50,000.00	50,000.00	0.00	0.00%
Dues And Fees	730	30,000.00	30,000.00	29,298.64	97.66%
Misc Ex/nd Cst	792	245,000.08	245,000.00	0.00	0.00%
Total		24,787,139.08	24,787,138.58	6,160,062.29	
Total Expenditures		24,787,139.08	24,787,138.58	6,160,062.29	

Fund Balance

	ACCT#	District Budget	Amended Budget		
Fund Balance June 30, 2025	2750	6,915,964.70	6,915,964.70	6,646,517.46	0
Total Fund Balance		6,915,964.70	6,915,964.70	6,646,517.46	
GRAND TOTAL		31,703,103.78	31,703,103.28	12,806,579.75	40.40%

**CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - OTHER
STATEMENT OF REVENUE
07/01/2024 thru 10/31/2024**

		Acct#	District Summary Budget	Amended Budget	Cash Received	% OF COLL
Fed through Local and State	Career And Technical Education	3201	321,277.00	383,336.00	42,384.38	9.82%
	Adult General Education	3221	379,387.41	476,019.00	117,764.23	18.32%
	English Literacy And Civics Ed	3222	31,625.00	38,958.00	11,256.44	17.73%
	Title II	3226	4,318,999.00	1,368,169.00	251,734.16	13.73%
	I D E A	3230	12,499,330.00	10,048,874.00	2,852,851.53	16.19%
	Title I - Elem & Secondary Edu	3240	7,919,891.00	9,878,565.00	2,730,912.71	17.47%
	Title III	3241	353,442.00	312,872.00	226,618.50	43.27%
	Title IV	3242	787,092.00	549,423.00	136,594.82	16.14%
	Other Federal Thru State	3290	152,167.00	234,342.00	59,670.19	16.95%
Fed through Local and State - Total			26,763,210.41	23,290,558.00	6,429,786.96	
Rev from Local Sources	Interest Incl Profit On Inves	3430	0.00	0.00	.	0.00%
Rev from Local Sources - Total			0.00	0.00	0.00	
Fund Balance	Fund Balance	2750	0.00	0.00	0.01	0.00%
Fund Balance - Total			0.00	0.00	0.01	
Total			26,763,210.41	23,290,558.00	6,429,786.97	27.61%

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CLAY COUNTY SCHOOL BOARD
 SPECIAL REVENUE FUNDS - OTHER
 STATEMENT OF EXPENDITURES AND TRANSFERS
 07/01/2024 thru 10/31/2024

Acct#	District Summary Budget	Amended Budget	Salaried	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
5100	7,437,151.51	7,458,877.79	1,096,638.06	381,389.84	101,274.21	0.00	533,693.50	522,425.46	3,425.60	2,638,846.67	35.38%
5200	7,944,420.26	5,490,204.45	1,060,070.15	373,942.83	9,485.56	0.00	3,132.86	1,424.05	0.00	1,448,055.25	26.67%
5300	268,277.00	330,336.00	0.00	0.00	0.00	0.00	2,329.98	26,475.07	8,100.00	36,905.05	11.17%
5400	258,806.06	362,570.06	40,988.36	14,200.37	0.00	0.00	1,063.72	8,612.00	4,927.00	69,791.45	19.25%
5900	1,541.55	1,541.55	0.00	0.00	0.00	0.00	0.00	1,541.55	0.00	1,541.55	100.00%
Total Expense for 5000	15,910,196.38	13,583,525.85	2,197,696.57	769,522.84	110,759.77	0.00	540,220.06	560,478.13	16,452.60	4,195,139.97	
6100	1,848,165.72	1,853,460.82	337,338.79	112,154.42	19,273.13	0.00	15,755.37	17,772.87	0.00	502,294.58	27.10%
6200	0.00	4,281.00	132.00	30.00	0.00	0.00	0.00	0.00	0.00	162.00	3.81%
6300	2,695,499.93	2,677,031.47	694,838.31	231,790.37	522.17	0.00	0.00	7,910.00	0.00	935,060.85	34.93%
6400	5,340,058.49	2,351,614.20	389,309.42	91,141.78	150,738.64	0.00	11,872.35	1,701.48	15,237.00	660,000.67	28.07%
6500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
7200	877,712.77	948,026.65	0.00	0.00	0.00	0.00	0.00	0.00	122,614.46	122,614.46	12.93%
7300	0.00	0.00	1,778.88	404.49	0.00	0.00	0.00	0.00	0.00	2,183.37	0.00%
7400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
7600	0.00	0.00	306.31	69.63	0.00	0.00	0.00	0.00	0.00	375.94	0.00%
7700	22,091.80	22,091.80	9,081.00	836.02	0.00	0.00	0.00	0.00	0.00	9,917.02	44.89%
7800	67,945.74	1,839,103.99	0.00	0.00	975.91	0.00	0.00	0.00	0.00	975.91	0.05%
7900	1,539.42	1,539.42	324.04	73.69	0.00	0.00	0.00	0.00	0.00	397.73	25.84%
8100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8200	0.00	1,664.45	541.35	123.11	0.00	0.00	0.00	0.00	0.00	664.46	39.92%
9100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses for - 6000-9999	10,853,013.87	9,698,813.80	1,433,650.10	436,622.51	171,509.85	0.00	27,627.72	27,384.35	137,851.46	2,234,646.99	
GRAND TOTAL	26,763,210.25	23,282,343.65	3,631,346.67	1,206,156.35	282,269.62	0.00	567,847.78	587,862.48	154,304.06	6,429,786.96	27.62%

CLAY COUNTY SCHOOL BOARD
 ARP (American Rescue Plan) FUNDS - 44X
 STATEMENT OF REVENUE
 07/01/2024 thru 10/31/2024

		ACCT#	District Summary Budget	Amended Budget	Cash Received	% OF COLL
Fed through Local and State	CARES ACT ESSER	3271	2,215,754.17	2,215,761.17	1,326,736.23	59.88%
Fed through Local and State			2,215,754.17	2,215,761.17	1,326,736.23	
Fund Balance	Fund Balance	2750	0.00	0.00	0.00	0.00%
Fund Balance			0.00	0.00	0.00	
Grand - Total			2,215,754.17	2,215,761.17	1,326,736.23	59.88%

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CLAY COUNTY SCHOOL BOARD
 ARP (American Rescue Plan) FUNDS - 44X
 STATEMENT OF EXPENDITURES AND TRANSFERS
 07/01/2024 thru 10/31/2024

Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
Bse FEPP K-12	1,559,606.73	1,504,317.04	167,943.95	38,887.18	173,100.88	0.00	442,467.81	65,423.30	888.80	888,721.92	59.08%
Exceptional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%
Applied Tech	0.00	66,484.63	55,317.60	13,167.03	0.00	0.00	0.00	0.00	0.00	68,484.63	0.00%
Adult Gen	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Pre K	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Instructl	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses - 5000	1,559,606.73	1,572,801.67	223,261.55	52,054.21	173,100.88	0.00	442,467.81	65,423.30	898.80	957,205.55	
Pupil Per Svcs	158,543.96	154,716.44	8,648.89	1,986.69	181.32	50.00	1,710.90	51,659.86	124.50	64,352.16	41.59%
Inst Media	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Inst/Curr Dev	1,203.04	5,502.38	0.00	148.74	239.69	0.00	0.00	0.00	5,112.50	5,500.93	99.97%
Inst Sit Timng	33,353.78	13,217.64	0.00	0.00	0.00	0.00	1,866.34	0.00	0.00	1,866.34	14.12%
Board	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
General Admin	43,711.38	51,538.56	0.00	0.00	0.00	0.00	0.00	0.00	36,430.80	36,430.80	70.70%
School Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fac Ag/Const	102,932.89	102,932.89	0.00	0.00	0.00	0.00	0.00	102,932.88	0.00	102,932.88	100.00%
Fiscal Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Food Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Central Svc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Pup Trans Svcs	294,852.39	294,852.35	0.00	0.00	0.00	148,132.33	0.00	0.00	0.00	148,132.33	50.24%
Op Of Plant	1,425.00	74.24	0.00	0.00	0.00	0.00	74.24	0.00	0.00	74.24	100.00%
Maint Of Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Admin Tech Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Community Svcs	20,125.00	20,125.00	0.00	0.00	0.00	0.00	0.00	0.00	10,240.00	10,240.00	50.88%
Total Expenses - 6100-9100	656,147.44	642,959.50	8,648.89	2,115.43	421.01	148,182.33	3,651.48	154,602.74	51,507.80	369,529.68	
Grand Total	2,215,754.17	2,215,761.17	231,910.44	54,169.64	173,521.89	148,182.33	446,119.29	220,026.04	52,806.6	1,325,736.23	59.89%

**CLAY COUNTY SCHOOL BOARD
PROPERTY AND CASUALTY SELF INSURANCE FUND 711
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2024 thru 10/31/2024**

Local Sources

	ACCT#	District Budget Summary	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Inves	3430	200,000	200,000	49,442.16	26.57%
Operating Revenue	3481	4,971,434	3,971,437	868,982.25	13.88%
3400 - Total Local Sources		5,171,434.00	4,171,437.00	918,424.41	
Overall - Total		5,171,434	4,171,437	918,424.41	
Total REVENUE AND TRANSFERS		5,171,434	4,171,437	918,424.41	14.12%
Fund Balance July 1, 2024		411,744	411,744	411,744.18	
GRAND TOTAL		5,583,178	4,583,181	1,330,169	29.02%

EXPENDITURES

General Support Srvc

	ACCT#	District Budget Summary	Amended Budget	Expenditures	% OF EXP
Workmans Comp	240	1,284,645.36	1,284,645.36	341,294.88	
Pro & Tech Serv	310	195,000.00	195,000	51,003.00	26.16%
Ins & Bond Prem	320	2,071,362.00	2,071,362	2,025,493.00	97.79%
Liability Insur	321	561,608.15	561,608.15	237,022.67	42.20%
Total General Support Srvc		4,112,615.51	4,112,615.51	2,654,813.55	

Transfer Of Funds

Fund Balance

	ACCT#	District Budget Summary	Amended Budget		
Fund Balance	2750	1,470,562.67	470,563	-1,324,644.55	
Total Fund Balance June 30, 2025		1,470,563	470,563	1,330,169.	
GRAND TOTAL		5,583,178	4,583,178	1,330,169.	29.02%

**CLAY COUNTY SCHOOL BOARD
HEALTH SELF INSURANCE FUND 712
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2024 thru 10/31/2024**

Local Sources

	ACCT#	District Budget Summary	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Inves	3430	47,250.00	47,250.00	12,531.21	26.52%
Operating Revenue	3481	40,007,651.72	40,007,651.72	5,626,105.78	14.06%
Misc Local Resources	3490	250,000.00	250,000.00	124,549.92	49.82%
3400 - Total		40,304,901.72	40,304,901.72	5,763,186.91	
Overall - Total		40,304,901.72	40,304,901.72	5,763,186.91	
Total REVENUE AND TRANSFERS		40,304,901.72	40,304,901.72	5,763,186.91	14.30%
Fund Balance July 1, 2024		4,091,320.56	4,091,320.56	7,591,320.56	
GRAND TOTAL		44,396,222.28	44,396,222.28	13,354,507.47	30.08%

EXPENDITURES

General Support Srvc

	ACCT#	District Budget Summary	Amended Budget	Expenditures	% OF EXP
Administrator	110	73,958.81	73,958.81	24,652.96	33.33%
Other Support	160	31,882.5	31,882.5	5,800	18.19%
Retirement	210	14,426.17	14,426.17	4,150.72	28.77%
Social Security	220	8,096.86	8,096.86	2,277.71	28.13%
Group Insurance	230	19,364.64	19,364.64	2,141.8	11.06%
Workmans Comp	240	0	0	442.25	0.00%
Pro & Tech Serv	310	2,563,500	2,563,500	984,585.73	38.41%
Ins & Bond Prem	320	1,950,000	1,950,000	588,010.49	30.15%
Medical Insur Claims	322	20,910,000	20,910,000	7,575,425.94	36.23%
Pharmacy Prescription Claims	323	13,500,000	13,500,000	4,042,866.29	29.95%
Travel-In cnty	331	0	0	0	0.00%
Travel-Out Cnty	332	2,000	2,000	14	0.70%
Trvl-Out State	333	0	1,000	0	0.00%
Travel-Reg Fees	334	2,000	2,000	0	0.00%
Repairs And Maintenance	350	50	50	0	0.00%
Rentals	360	0	0	0	0.00%
Stamps	371	2,500	2,500	0	0.00%
Cell Phones	378	500	500	151.62	30.32%
Othr Purch Srvc	390	528,291.5	511,327.8	7,886.18	1.54%
Printing	391	100	100	0	0.00%
Gasoline	450	1,200	1,200	36	3.00%
Supplies	510	42,100	56,100	19,196.8	34.22%
TonerType Fee	515	0	0	0	0.00%
Oil & Grease	540	0	0	0	0.00%
Repair Parts	550	0	0	0	0.00%
Equip \$1000 Over	641	2,000	3,963.7	0	0.00%
Equip L/T \$1000	642	16,128.5	16,128.5	16,128.5	100.00%
Comp Hdw > \$1000	643	0	0	0	0.00%
Cptr Hdw <\$1000	644	500	500	0	0.00%
TechRel FFE<1000	649	500	500	0	0.00%
Vehicles	652	2,060	2,060	0	0.00%
Dues And Fees	730	900	900	350.95	38.99%
Total General Support Srvc		39,672,058.98	39,672,058.98	13,274,117.94	

Fund Balance

	ACCT#	District Budget Summary	Amended Budget		
Fund Balance	2750	4,724,163.30	4,724,163.30	80,389.53	0.00%
Total Fund Balance June 30, 2025		4,724,163.30	4,724,163.30	80,389.53	
GRAND TOTAL		44,396,222.28	44,396,222.28	13,354,507.47	30.08%

December 12, 2024 Regular School Board Meeting

Title

C15 - Budget Amendment Report for October 31, 2024

Description

Florida State Board of Education Administrative Rule 6A-1.006 requires that the School Board approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board form are changed from the original budget approved by the School Board. The Budget Amendments are procedurally necessary to update our budget to reflect changes as outlined in the attached statements.

Gap Analysis

The monthly budget amendment show compliance to the district's amended budget as of the month end reported and meet State and School Board financial reporting requirements.

Previous Outcomes

Reported as per Florida State Board of Education Administrative Rule 6A-1.006.

Expected Outcomes

The monthly budget amendment is provided to meet the stewardship responsibilities of the district for reporting and accountability of the district's budget.

Strategic Plan Goal

Goal 5: Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approval of the Budget Amendments for October 2024 as presented.

Contact

Dr. Susan M. Legutko, Assistant Superintendent for Business Affairs

Financial Impact

See attached statements for a complete analysis of the financial impact.

Review Comments

Attachments

[Oct Budget Amendment Statement.pdf](#)



CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 F (904) 336-6536 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

- Erin Skipper, District 1
- Mary Bolla, District 2
- Beth Clark, District 3
- Michele Hanson, District 4
- Ashley Gilhousen, District 5

CLAY COUNTY SCHOOLS RESOLUTION TO AMEND DISTRICT BUDGET FISCAL YEAR 2024-2025 FOR MONTH ENDING October 31, 2024

Florida State Board of Education Administrative Rule 6A-1.006 requires that the School Board approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board form are changed from the original budget approved by the School Board. The Budget Amendments are procedurally necessary to update our budget to reflect changes outlined in the attached statements.

FUND	DESCRIPTION
GENERAL FUND (100)	THE GENERAL FUND IS THE LARGEST FUND WITHIN THE ACCOUNTING STRUCTURE OF THE SCHOOL DISTRICT. THIS FUND IS USED TO REPORT THE DISTRICT'S DAILY, MONTHLY AND ANNUAL FINANCIAL OPERATIONS OF THE SCHOOLS AND DISTRICT OFFICE.
GENERAL FUND VOTED MILLAGE (105)	THE VOTED MILLAGE FUND ARE FUNDS APPROVED BY THE CLAY COUNTY VOTERS TO SUPPORT SAFETY AND SECURITY AND OTHER OPERATIONAL EXPENDITURES.
DEBT SERVICE (2XX)	DEBT SERVICE FUNDS ARE USED TO ACCOUNT FOR AND REPORT FINANCIAL RESOURCES THAT ARE RESTRICTED, COMMITTED, OR ASSIGNED TO EXPENDITURES FOR THE DISTRICT'S PRINCIPAL AND INTEREST PAYMENTS FOR ITS OUTSTANDING DEBT.
CAPITAL PROJECTS FUND(3XX)	CAPITAL PROJECT FUNDS ARE USED TO ACCOUNT FOR AND REPORT FINANCIAL RESOURCES THAT ARE RESTRICTED, COMMITTED, OR ASSIGNED TO EXPENDITURES FOR MAJOR CAPITAL OUTLAYS, INCLUDING THE ACQUISITION OR CONSTRUCTION OF CAPITAL FACILITIES AND THEIR CAPITAL ASSETS.
SPECIAL REVENUE FOOD SERVICE (410)	SPECIAL REVENUE FUNDS, FOOD SERVICES ARE USED TO ACCOUNT FOR AND REPORT THE PROCEEDS OF SPECIFIC REVENUE SOURCES THAT ARE RESTRICTED OR COMMITTED TO EXPENDITURES FOR THE FOOD SERVICES OPERATIONS.
SPECIAL REVENUE OTHER (420,44X)	SPECIAL REVENUE FUNDS, OTHER ARE USED TO ACCOUNT FOR AND REPORT THE PROCEEDS OF SPECIFIC FEDERAL REVENUE SUCH AS TITLE I, TITLE II, TITLE III, CARES ACT FUNDING THAT ARE RESTRICTED OR COMMITTED TO EXPENDITURES FOR THE SPECIFIC PROGRAM.

School District Clay County

OCTOBER 2024 IMPACT STATEMENT

PURPOSE OF IMPACT STATEMENT

1. To reflect monthly adjustments to school and district budgets and related impact on fund balance due to:
 - a. Increases/decreases in estimated revenue.
 - b. Adjustments to appropriations based on changing needs and new information.

GENERAL FUND 100:

Increases to Estimated Revenue

1	Increase in Other Federal Direct	196,940
2	Increase in Other Federal Thru Local	262,873
3	Increase in Misc. State Revenues	253,500
4	Increase in Misc. Local Resources	20,870
5	Increase in Gifts, Grants, Student Fees	16,549
	Total Adjustments to Estimated Revenue	\$750,732

1. Increase to Other Federal Direct of \$196,940 was due to NJROTC funding
2. Increase to Other Federal Thru Local of \$262,873 was due to Lutheran Family Service Grant award.
3. Increase in Misc. State Revenues of \$193,500 for the Elevation Academy and \$60,000 of state funding for Threat Management Coordinator.
4. Increase in Misc. Local Sources of \$20,870 are All County Chorus funds collected, fees for Adult and Community Education, and fees collected by HR (drug screening, fingerprinting, Professional Certification renewals)
5. The increase in Gifts, Grants and Student Fees of \$16,549 was due to various donations from local partners.

Increases and/or Decreases to Appropriations

1	Increase in Instruction	150,579
2	Increase in Pupil Personnel Services	98,210
3	Increase in Parent Involvement	100,000
4	Increase in Instructional Media	2,717
5	Increase in Instructional Training/Development Services	91,474
6	Increase in Board Purchases	90,000
7	Increase in School Administration	49,280
8	Increase in Construction, Operations and other Services	39,795
9	Increase in Pupil Transportation Services	27,125
10	Increase in Community Services	38,581
	Total Adjustments to Appropriations:	\$687,761

CLAY COUNTY SCHOOLS
SCHOOL BOARD MEETING AGENDA
Item Backup

Adjustments to appropriations are based on changing needs and new information.

The impact on the General Fund Balance for the items described above is an increase to fund balance of \$62,971.

ONE MILL FUND 105:

1. To reflect monthly adjustments to One Mill Fund and related impact on fund balance due to:
 - a. Increases and/or decreases in estimated revenue. No monetary effect.
 - b. Adjustments to appropriations based on changing needs. No monetary effect.

There was no change to the fund balance for the One Mill Fund

DEBT SERVICE FUNDS (2XX):

1. To reflect monthly adjustments to debt service budgets and related impact on fund balance due to:
 - a. Increases and/or decreases in estimated revenue. No monetary effect.
 - b. Adjustments to appropriations based on changing needs. No monetary effect.

There was no change to the fund balance for the Debt Service funds.

CAPITAL PROJECTS FUNDS (3XX):

1. To reflect adjustments to major capital construction projects budgets and related impact on fund balance due to:
 - a. Increase in estimated revenue of \$215,557 was due to Charter School Capital Outlay funding.
 - b. Adjustments to appropriations was due to an increase in Facilities and Construction of \$287,324 from bus sales, transfer of funds for Charter Schools expenditures of \$1,011,557 and a decrease of \$836 for equipment

There was a decrease to the fund balance for Capital Projects funds in the amount of \$1,082,488

SCHOOL FOOD SERVICES (410):

1. To reflect monthly adjustments to school and district Food Services program budgets and related impact on fund balance due to:
 - a. Increases and/or decreases in estimated revenue. No monetary effect.
 - b. Adjustments to appropriations based on changing needs. No monetary effect.

There was no change to the fund balance for School Food Services

CLAY COUNTY SCHOOLS
 SCHOOL BOARD MEETING AGENDA
 Item Backup

SPECIAL REVENUE OTHER (42X)

1. To reflect monthly adjustments to school and district budgets and related impact on fund balance due to:

Increases and/or Decreases to Grants

1	Increase in Vocational Education	62,059
2	Increase in Workforce Investment Act	107,333
3	Decrease in Title II	(2,950,830)
4	Decrease in I.D.E.A.	(2,450,456)
5	Increase in Title I, III, IV	1,654,073
6	Increase in Other State	82,175
Total Adjustments to Grants:		(\$3,495,646)

1. Increase to the Perkins Grant of \$62,059
2. Increase in Workforce Investment Act of \$107,333 for a \$100,000 award in Corrections Education and a \$7,333 increase in Civics Education.
3. Decrease in Title II funds were due to adjusted state projections.
4. Decrease in I.D.E.A. funds were due to adjusted state projections.
5. Increase of \$1,654,073 was due to Title I, III and IV changes and adjustments.
6. Increase in Other State funding of \$82,175 was due to the extension of the Charter School Program Grant fund.

There were no changes to the fund balance of the Special Revenue Other Funds.

SPECIAL REVENUE FUND – ESSR/AARP (44X)

1. To reflect monthly adjustments to school and district ESSR and AARP program budgets and related impact on fund balance due to:

- a. Increases and/or decreases in estimated revenue. No monetary effect.
- b. Adjustments to appropriations based on changing needs. No monetary effect.

There was no change to the fund balance of the Special Revenue Funds.



CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024-2025

GENERAL FUND

FUND 100

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2024-2025
GENERAL FUND REVENUE
FUND 100
Month Ending October 31, 2024

Function	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
3120	Federal Impact Funds	\$525,000	\$525,000	\$0	\$525,000
3190	Other Federal Direct	\$375,000	\$375,000	\$196,940	\$571,940
3202	Medicaid	\$2,175,000	\$2,175,000	\$0	\$2,175,000
3280	Federal Through Local Revenue	\$350,000	\$350,000	\$262,873	\$612,873
3290	Other Federal Thru State	\$0	\$2,500	\$0	\$2,500
3310	Florida Educ Finance Program	\$248,401,152	\$248,401,152	\$0	\$248,401,152
3315	Workforce Development	\$1,100,338	\$1,100,338	\$0	\$1,100,338
3317	Workforce Performance Incentiv	\$0	\$0	\$0	\$0
3320	State Auto License CO and DS	\$22,000	\$22,000	\$0	\$22,000
3340	Other State Revenues	\$40,000	\$40,000	\$0	\$40,000
3350	Other Categorical	\$37,433,038	\$37,433,038	\$0	\$37,433,038
3360	School Recognition	\$0	\$0	\$0	\$0
3370	VPK	\$700,000	\$700,000	\$0	\$700,000
3380	State Revenues Thru Local	\$0	\$0	\$0	\$0
3390	Miscellaneous State Revenues	\$3,795,462	\$3,795,462	\$253,500	\$4,048,962
3410	Taxes	\$75,477,813	\$75,477,813	\$0	\$75,477,813
3421	Tax Redemptions	\$1,300,000	\$1,300,000	\$0	\$1,300,000
3425	Rent	\$600,000	\$600,000	\$0	\$600,000
3430	Interest Incl Profit On Inves	\$3,000,000	\$3,000,000	\$0	\$3,000,000
3440	Gifts Grants & Bequests	\$225,000	\$240,756	\$11,757	\$252,513
3460	Student Fees	\$57,374	\$69,167	\$4,792	\$73,959
3470	Other Fees	\$1,112,113	\$1,112,113	\$0	\$1,112,113
3490	Misc Local Resources	\$8,354,127	\$8,376,039	\$20,870	\$8,396,909
3630	Transfer From Capital Projects	\$6,000,000	\$7,011,557	\$0	\$7,011,557
3733	Sale of Capital Asset	\$85,000	\$85,000	\$0	\$85,000
3740	Insurance Loss Recoveries	\$5,000	\$5,000	\$0	\$5,000
Revenue - Totals		\$391,133,417	\$392,196,935	\$750,732	\$392,947,667

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR -2024-2025
GENERAL FUND EXPENSES
FUND 100
Month Ending October 31, 2024

5000 Instruction

Function	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
100	Salaries	\$155,389,872	\$155,408,937	\$137,269	\$155,546,205
200	Employee Benefits	\$51,693,439	\$51,693,659	\$44,341	\$51,737,998
300	Purchased Services	\$34,356,424	\$34,543,142	\$91,086	\$34,634,226
400	Energy Services	\$24,165	\$24,165		
500	Material and Supplies	\$16,627,445	\$16,534,859	(\$202,663)	\$16,332,194
600	Capital Outlay	\$2,622,270	\$2,640,880	\$17,380	\$2,658,260
700	Other	\$1,312,261	\$1,406,093	\$63,166	\$1,469,259
Total Expenses Function 5000		\$262,025,876	\$262,251,735	\$150,579	\$262,402,307

Function	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
6100 Pupil Personnel Services					
100	Salaries	\$13,822,008	\$13,822,008	\$74,121	\$13,896,129
200	Employee Benefits	\$4,790,069	\$4,790,069	\$26,379	\$4,816,448
300	Purchased Services	\$2,049,379	\$2,043,694	(\$11,765)	\$2,031,930
400	Energy Services	\$5,500	\$5,500	\$0	\$5,500
500	Material and Supplies	\$416,359	\$404,622	\$5,503	\$410,124
600	Capital Outlay	\$184,908	\$185,971	\$3,972	\$189,943
700	Other	\$49,155	\$49,790	\$0	\$49,790
6110 Social Work					
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$0	\$0
6120 Guidance Services					
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
6130 Health Services					
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$502,880	\$502,880	\$0	\$502,880
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
6140 Psychological Services					
300	Purchased Services	\$0	\$0	\$0	\$0
6150 Parent Involvement					
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$7,000	\$7,000
500	Material and Supplies	\$0	\$0	\$21,000	\$21,000
600	Capital Outlay	\$0	\$0	\$72,000	\$72,000
700	Other	\$0	\$0	\$0	\$0
6190 Guidance Administration					
100	Salaries	\$62,342	\$62,342	\$0	\$62,342
200	Employee Benefits	\$19,991	\$19,991	\$0	\$19,991
6200 Instructional Media					
100	Salaries	\$3,151,479	\$3,151,479	\$0	\$3,151,479

200	Employee Benefits	\$1,234,715	\$1,234,715	\$0	\$1,234,715
300	Purchased Services	\$94,756	\$84,920	\$112,269	\$197,190
500	Material and Supplies	\$100,475	\$95,398	(\$5,328)	\$90,070
600	Capital Outlay	\$306,371	\$321,939	(\$104,224)	\$217,715
700	Other	\$2,025	\$2,250	\$0	\$2,250
6300	Inst & Curric Dev Services				
100	Salaries	\$4,029,748	\$4,029,748	\$0	\$4,029,748
200	Employee Benefits	\$1,421,093	\$1,421,093	\$0	\$1,421,093
300	Purchased Services	\$86,017	\$85,443	(\$804)	\$84,639
400	Energy Services	\$700	\$700	\$0	\$700
500	Material and Supplies	\$69,448	\$69,387	\$804	\$70,191
600	Capital Outlay	\$46,909	\$47,294	\$1,050	\$48,344
700	Other	\$17,759	\$17,759	(\$992)	\$16,768
6400	Inst Staff Training Services				
100	Salaries	\$2,484,656	\$2,484,656	\$54,380	\$2,539,036
200	Employee Benefits	\$854,131	\$854,131	\$6,423	\$860,553
300	Purchased Services	\$683,889	\$704,865	\$34,129	\$738,995
500	Material and Supplies	\$622,191	\$611,741	(\$4,614)	\$607,127
600	Capital Outlay	\$16,500	\$17,500	\$0	\$17,500
700	Other	\$170,480	\$170,838	\$3,098	\$173,936
6500	Instruction Related Technology				
100	Salaries	\$2,676,657	\$2,676,657	\$0	\$2,676,657
200	Employee Benefits	\$985,441	\$985,441	\$0	\$985,441
300	Purchased Services	\$3,030,691	\$3,033,191	\$0	\$3,033,191
500	Material and Supplies	\$74,841	\$74,841	\$0	\$74,841
600	Capital Outlay	\$221,160	\$218,660	(\$2,000)	\$216,660
7100	Board				
100	Salaries	\$272,258	\$272,258	\$0	\$272,258
200	Employee Benefits	\$140,520	\$140,520	\$0	\$140,520
300	Purchased Services	\$1,064,958	\$1,064,958	\$90,000	\$1,154,958
500	Material and Supplies	\$5,250	\$5,250	\$0	\$5,250
600	Capital Outlay	\$750	\$750	\$0	\$750
700	Other	\$28,350	\$28,350	\$0	\$28,350
7200	General Administration				
100	Salaries	\$308,465	\$308,465	\$0	\$308,465
200	Employee Benefits	\$173,493	\$173,493	\$0	\$173,493
300	Purchased Services	\$32,175	\$32,175	\$0	\$32,175
400	Energy Services	\$1,500	\$1,500	\$0	\$1,500
500	Material and Supplies	\$11,290	\$11,290	\$0	\$11,290
600	Capital Outlay	\$4,500	\$4,500	\$0	\$4,500
700	Other	\$25,000	\$25,000	\$0	\$25,000
7300	School Administration				
100	Salaries	\$12,887,163	\$12,887,163	\$33,000	\$12,920,162
200	Employee Benefits	\$4,667,074	\$4,667,074	\$12,008	\$4,679,082
300	Purchased Services	\$106,596	\$112,291	\$173	\$112,464
400	Energy Services	\$0	\$0	\$0	\$0
500	Material and Supplies	\$122,627	\$120,087	(\$3,179)	\$116,907
600	Capital Outlay	\$72,628	\$79,727	\$6,278	\$86,006
700	Other	\$33,970	\$35,760	\$2,000	\$37,760
7400	Facilities Aquisition & Const				
100	Salaries	\$952,769	\$952,769	\$0	\$952,769
200	Employee Benefits	\$336,665	\$336,665	\$0	\$336,665
300	Purchased Services	\$1,861,370	\$1,861,370	\$0	\$1,861,370
400	Energy Services	\$5,100	\$5,100	\$0	\$5,100

	500	Material and Supplies	\$27,052	\$27,052	\$0	\$27,052
	600	Capital Outlay	\$4,624,342	\$4,635,166	\$4,148	\$4,639,313
	700	Other	\$2,300	\$1,013,857	\$0	\$1,013,857
7500	Fiscal Services					
	100	Salaries	\$1,188,312	\$1,188,312	\$0	\$1,188,312
	200	Employee Benefits	\$393,342	\$393,342	\$0	\$393,342
	300	Purchased Services	\$425,856	\$425,856	(\$90,000)	\$335,856
	500	Material and Supplies	\$22,027	\$22,027	\$0	\$22,027
	600	Capital Outlay	\$120,182	\$120,182	\$0	\$120,182
	700	Other	\$2,650	\$2,650	\$0	\$2,650
7600	Food Services					
	100	Salaries	\$103,175	\$103,175	\$0	\$103,175
	200	Employee Benefits	\$33,380	\$33,380	\$0	\$33,380
	600	Capital Outlay	\$0	\$0	\$0	\$0
	700	Other	\$0	\$0	\$0	\$0
7700	Central Services					
	100	Salaries	\$2,174,556	\$2,174,556	\$10,000	\$2,184,556
	200	Employee Benefits	\$779,485	\$779,485	\$1,500	\$780,985
	300	Purchased Services	\$748,838	\$749,013	\$9,299	\$758,313
	400	Energy Services	\$7,762	\$7,762	\$0	\$7,762
	500	Material and Supplies	\$98,822	\$98,822	(\$1,500)	\$97,322
	600	Capital Outlay	\$344,488	\$344,313	\$200	\$344,513
	700	Other	\$92,298	\$92,298	\$0	\$92,298
7800	Pupil Transportation Services					
	100	Salaries	\$8,672,394	\$8,672,394	\$0	\$8,672,394
	200	Employee Benefits	\$3,138,456	\$3,138,456	\$0	\$3,138,456
	300	Purchased Services	\$815,981	\$837,655	\$32,125	\$869,780
	400	Energy Services	\$1,865,435	\$1,865,435	\$0	\$1,865,435
	500	Material and Supplies	\$1,211,583	\$1,211,713	(\$5,000)	\$1,206,713
	600	Capital Outlay	\$893,095	\$986,360	\$0	\$986,360
	700	Other	\$12,500	\$12,500	\$0	\$12,500
7900	Operation Of Plant					
	100	Salaries	\$7,097,541	\$7,097,541	\$26,388	\$7,123,929
	200	Employee Benefits	\$3,041,594	\$3,041,594	\$9,603	\$3,051,197
	300	Purchased Services	\$7,292,911	\$7,320,797	\$16,987	\$7,337,784
	400	Energy Services	\$7,356,985	\$7,356,775	\$1,042	\$7,357,817
	500	Material and Supplies	\$1,113,410	\$1,099,036	\$3,443	\$1,102,480
	600	Capital Outlay	\$205,689	\$196,522	\$48,685	\$245,205
	700	Other	\$100	\$100	\$0	\$100
8100	Maintenance Of Plant					
	100	Salaries	\$3,882,220	\$3,882,220	\$0	\$3,882,220
	200	Employee Benefits	\$1,495,640	\$1,495,640	\$0	\$1,495,640
	300	Purchased Services	\$2,527,671	\$2,527,671	\$0	\$2,527,671
	400	Energy Services	\$166,558	\$166,558	\$0	\$166,558
	500	Material and Supplies	\$1,164,808	\$1,164,707	\$0	\$1,164,707
	600	Capital Outlay	\$281,434	\$281,535	\$0	\$281,535
	700	Other	\$15,000	\$15,000	\$0	\$15,000
8200	Administrative Technology Svcs					
	100	Salaries	\$1,151,973	\$1,151,973	\$0	\$1,151,973
	200	Employee Benefits	\$407,323	\$407,323	\$0	\$407,323
	300	Purchased Services	\$3,600	\$3,600	\$0	\$3,600
	400	Energy Services	\$14,000	\$14,000	\$0	\$14,000
	500	Material and Supplies	\$7,301	\$7,301	\$0	\$7,301
	600	Capital Outlay	\$3,000	\$3,000	\$0	\$3,000

	700	Other	\$1,000	\$1,000	(\$1,000)	\$0
9100	Community Services					
	100	Salaries	\$162,134	\$162,134	\$0	\$162,134
	200	Employee Benefits	\$78,293	\$78,293	\$0	\$78,293
	300	Purchased Services	\$0	\$0	\$0	\$0
	500	Material and Supplies	\$116,443	\$114,443	\$38,581	\$153,024
	600	Capital Outlay	\$232	\$2,232	\$0	\$2,232
	700	Other	\$16,000	\$16,000	\$0	\$16,000
9200	Debt Service					
	700	Other	\$0	\$0	\$0	\$0
Total Expenses Function 6000 to 9900			\$132,800,361	\$133,950,781	\$537,182	\$134,487,962

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024-2025
GENERAL FUND – ONE MILL
FUND 105

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2024-2025
ONE MILL
FUND 105
 Month Ending October 31, 2024

Function	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
3400	Revenue from Local Sources				
000	Revenue	\$19,683,750	\$19,683,750	\$0	\$19,683,750
Total Revenue		\$19,683,750	\$19,683,750	\$0	\$19,683,750
5100	Basic FEFP K-12				
200	Employee Benefits	\$2,000,000	\$2,000,000	\$0	\$2,000,000
300	Purchased Services	\$0	\$0	\$0	\$0
7400	Facilities Aquisition & Const				
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$125,180	\$125,180	\$0	\$125,180
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$11,872,504	\$11,872,503	\$0	\$11,872,503
7700	Central Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$11,000	\$11,000	\$0	\$11,000
7800	Pupil Transportation Services				
600	Capital Outlay	\$157,186	\$157,186	\$0	\$157,186
7900	Operation Of Plant				
100	Salaries	\$585,950	\$585,950	\$0	\$585,950
200	Employee Benefits	\$217,805	\$217,801	\$0	\$217,801
300	Purchased Services	\$9,393,897	\$9,393,915	\$0	\$9,393,915
400	Energy Services	\$10,000	\$10,000	\$0	\$10,000
500	Material and Supplies	\$85,710	\$85,693	\$0	\$85,693
600	Capital Outlay	\$142,876	\$142,876	\$0	\$142,876
700	Other	\$7,200	\$7,200	\$0	\$7,200
8100	Maintenance Of Plant				
100	Salaries	\$150,248	\$150,248	\$0	\$150,248
200	Employee Benefits	\$63,859	\$63,860	\$0	\$63,860
Total Expenses		\$24,823,415	\$24,823,411	\$0	\$24,823,411



CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024- 202 5

DEBT SERVICE

FUND 2XX

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.

SCHOOL BOARD OF CLAY COUNTY
 RESOLUTION TO AMEND DISTRICT BUDGET
 FISCAL YEAR 2024-2025
 DEBT SERVICE
 FUND 2XX
 Month Ending October 31, 2024

Fund	Function	Description	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
222	3340	Other State Revenues	000	Revenue	\$218,325	\$218,325	\$0	\$218,325
	3430	Interest Incl Profit On Inves	000	Revenue	\$1,000	\$1,000	\$0	\$1,000
292	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
293	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
294	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
	3630	Transfer From Capital Projects	000	Revenue	\$4,606,523	\$4,606,523	\$0	\$4,606,523
299	3630	Transfer From Capital Projects	000	Revenue	\$1,615,549	\$1,615,549	\$0	\$1,615,549
Total Revenue					\$6,441,397	\$6,441,397	\$0	\$6,441,397
210	9200	Debt Service	710	Redemption of Principal	\$0	\$0	\$0	\$0
			720	Interest	\$0	\$0	\$0	\$0
			730	Dues and Fees	\$0	\$0	\$0	\$0
222	9200	Debt Service	710	Redemption of Principal	\$150,000	\$150,000	\$0	\$150,000
			720	Interest	\$68,325	\$68,325	\$0	\$68,325
			730	Dues and Fees	\$1,000	\$1,000	\$0	\$1,000
290	9200	Debt Service	710	Redemption of Principal	\$0	\$0	\$0	\$0
			720	Interest	\$0	\$0	\$0	\$0
			730	Dues and Fees	\$3,700	\$3,700	\$0	\$3,700
292	9200	Debt Service	710	Redemption of Principal	\$0	\$0	\$0	\$0
			720	Interest	\$0	\$0	\$0	\$0
			730	Dues and Fees	\$441	\$441	\$0	\$441
293	9200	Debt Service	710	Redemption of Principal	\$0	\$0	\$0	\$0
			720	Interest	\$0	\$0	\$0	\$0
			730	Dues and Fees	\$441	\$441	\$0	\$441
294	9200	Debt Service	710	Redemption of Principal	\$1,975,000	\$1,975,000	\$0	\$1,975,000
			720	Interest	\$2,626,524	\$2,626,524	\$0	\$2,626,524
			730	Dues and Fees	\$5,000	\$5,000	\$0	\$5,000
298	9200	Debt Service	730	Dues and Fees	\$0	\$0	\$0	\$0
299	9200	Debt Service	710	Redemption of Principal	\$1,561,561	\$1,561,561	\$0	\$1,561,561
			720	Interest	\$53,989	\$53,989	\$0	\$53,989
			730	Dues and Fees	\$0	\$0	\$0	\$0
Total Expenses					\$6,445,981	\$6,445,979	\$0	\$6,445,979



CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024-2025

CAPITAL PROJECTS

FUND 3XX

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.

SCHOOL BOARD OF CLAY COUNTY
 RESOLUTION TO AMEND DISTRICT BUDGET
 FISCAL YEAR 2024-2025
 CAPITAL PROJECTS
 FUND 3XX
 Month Ending October 31, 2024

Fund	Function	Description	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
340	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
360	3320	State Auto License CO and DS	000	Revenue	\$1,635,301	\$1,635,301	\$0	\$1,635,301
	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
370	3410	Taxes	000	Revenue	\$29,499,768	\$29,499,768	\$0	\$29,499,768
	3430	Interest Incl Profit On Inves	000	Revenue	\$476,475	\$476,475	\$0	\$476,475
	3733	Sale of Capital Asset	000	Revenue	\$0	\$0	\$0	\$0
380	3430	Interest Incl Profit On Inves	000	Revenue	\$737,494	\$737,494	\$0	\$737,494
	3490	Misc Local Resources	000	Revenue	\$10,927,445	\$10,927,445	\$0	\$10,927,445
391	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
392	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
393	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
394	3390	Miscellaneous State Revenues	000	Revenue	\$0	\$0	\$0	\$0
	3397	Charter School Capital Outlay	000	Revenue	\$796,000	\$796,000	\$215,557	\$1,011,557
	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
395	3390	Miscellaneous State Revenues	000	Revenue	\$46,500	\$46,500	\$0	\$46,500
	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
398	3390	Miscellaneous State Revenues	000	Revenue	\$0	\$0	\$0	\$0
	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
399	3390	Miscellaneous State Revenues	000	Revenue	\$568,716	\$568,716	\$0	\$568,716
	3430	Interest Incl Profit On Inves	000	Revenue	\$0	\$0	\$0	\$0
Total Revenue					\$44,687,699	\$44,687,699	\$215,557	\$44,903,256
340	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	\$0	\$0	\$0	\$0
			680	Remodeling and Renovations	\$0	\$0	\$0	\$0
360	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	\$3,304,878	\$3,304,878	\$0	\$3,304,878
			640	Furniture Fixtures & Equipment	\$0	\$0	\$0	\$0
			680	Remodeling and Renovations	\$0	\$0	\$0	\$0
	9200	Debt Service	730	Dues and Fees	\$0	\$0	\$0	\$0
370	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	\$4,864,470	\$4,904,470	\$0	\$4,904,470
			690	Computer Software	\$150,000	\$150,000	\$0	\$150,000
			640	Furniture Fixtures & Equipment	\$2,545,494	\$2,545,494	\$50,000	\$2,595,494
			670	Improvements other than Bldg	\$1,683,489	\$1,643,489	\$0	\$1,643,489
			660	Land	\$200,000	\$200,000	\$0	\$200,000
			790	Miscellaneous	\$1,145,079	\$1,145,079	\$0	\$1,145,079
			650	Motor Vehicles	\$0	\$0	\$287,324	\$287,324
			390	Other Purchased Services	\$0	\$0	\$0	\$0
			680	Remodeling and Renovations	\$18,290,568	\$18,290,568	(\$50,000)	\$18,240,568
	7700	Central Services	640	Furniture Fixtures & Equipment	\$0	\$0	\$0	\$0
	7800	Pupil Transportation Services	650	Motor Vehicles	\$3,904,020	\$3,904,020	\$0	\$3,904,020
			680	Remodeling and Renovations	\$0	\$0	\$0	\$0
	7900	Operation Of Plant	680	Remodeling and Renovations	\$0	\$0	\$0	\$0
	9200	Debt Service	720	Interest	\$0	\$0	\$0	\$0
			710	Redemption of Principal	\$112,320	\$112,320	\$0	\$112,320
	9700	Transfer Of Funds	920	Transfers to Debt Service Fund	\$6,222,083	\$6,222,083	\$0	\$6,222,083
			910	Transfers to General Fund	\$6,000,000	\$6,000,000	\$0	\$6,000,000
380	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	\$27,077,559	\$27,077,559	\$0	\$27,077,559
			690	Computer Software	\$0	\$0	\$0	\$0
			640	Furniture Fixtures & Equipment	\$0	\$0	\$0	\$0
			670	Improvements other than Bldg	\$0	\$0	\$0	\$0
			610	Library Books	\$0	\$0	\$0	\$0
			680	Remodeling and Renovations	\$0	\$0	\$0	\$0
	9700	Transfer Of Funds	920	Transfers to Debt Service Fund	\$0	\$0	\$0	\$0
392	7300	School Administration	640	Furniture Fixtures & Equipment	\$0	\$0	\$0	\$0
	7400	Facilities Aquisition & Const	620	Audiovisual Materials	\$0	\$0	\$0	\$0
			630	Buildings and Fixed Equip	\$0	\$0	\$0	\$0
			690	Computer Software	\$8,143	\$8,143	\$0	\$8,143
			640	Furniture Fixtures & Equipment	\$0	\$0	\$0	\$0
			650	Motor Vehicles	\$0	\$0	\$0	\$0
			390	Other Purchased Services	\$0	\$0	\$0	\$0
			680	Remodeling and Renovations	\$0	\$0	\$0	\$0
			360	Rentals	\$0	\$0	\$0	\$0
	7800	Pupil Transportation Services	690	Computer Software	\$0	\$0	\$0	\$0
	9200	Debt Service	720	Interest	\$0	\$0	\$0	\$0
			710	Redemption of Principal	\$0	\$0	\$0	\$0

393	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	\$31,272,049	\$31,272,049	\$0	\$31,272,049
			680	Remodeling and Renovations	\$0	\$0	\$0	\$0
394	9700	Transfer Of Funds	910	Transfers to General Fund	\$0	\$0	\$1,011,557	\$1,011,557
395	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	\$149,712	\$149,712	\$0	\$149,712
398	7400	Facilities Aquisition & Const	620	Audiovisual Materials	\$0	\$0	\$0	\$0
			640	Furniture Fixtures & Equipment	\$20,724	\$20,724	\$0	\$20,724
			610	Library Books	\$17,603	\$17,603	\$0	\$17,603
399	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	\$0	\$0	\$0	\$0
			790	Miscellaneous	\$10,819	\$10,819	\$0	\$10,819
			680	Remodeling and Renovations	\$603,707	\$603,707	\$0	\$603,707
Total Expenses					\$107,582,718	\$107,582,718	\$1,298,881	\$108,881,599

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024-2025

CAPITAL PROJECTS-SALES TAX

FUND 396

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.

SCHOOL BOARD OF CLAY COUNTY
 RESOLUTION TO AMEND DISTRICT BUDGET
 FISCAL YEAR 2024-2025
 CAPITAL PROJECTS
 FUND 396
 Month Ending October 31, 2024

Fund	Function	Description	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
396	3410	Taxes	000	Revenue	\$19,059,000	\$19,059,000	\$0	\$19,059,000
	3430	Interest Incl Profit On Inves	000	Revenue	\$300,737	\$300,737	\$0	\$300,737
Total Revenue					\$19,359,737	\$19,359,737	\$0	\$19,359,737
396	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	\$388,611	\$133,825	\$340,358	\$474,183
			640	Furniture Fixtures & Equipment	\$722,555	\$638,055	\$0	\$638,055
			670	Improvements other than Bldg	\$9,674,882	\$9,657,115	(\$584,464)	\$9,072,651
			790	Miscellaneous	\$1,074,142	\$1,074,142	\$0	\$1,074,142
			680	Remodeling and Renovations	\$21,208,356	\$21,566,243	\$243,271	\$21,809,514
	9200	Debt Service	710	Redemption of Principal	\$0	\$0	\$0	\$0
Total Expenses					\$33,068,546	\$33,069,380	(\$835)	\$33,068,546

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024 -2025 SPECIAL REVENUE – FOOD SERVICE FUND 410

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer

SCHOOL BOARD OF CLAY COUNTY
 RESOLUTION TO AMEND DISTRICT BUDGET
 FISCAL YEAR 2024-2025
 SPECIAL REVENUE FOOD SERVICE
 FUND 410
 Month Ending October 31, 2024

Func	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
National School Lunch Act						
3260	000	Revenue	\$17,249,092	\$17,249,092	\$0	\$17,249,092
Categorical State Sources						
3330	000	Revenue	\$145,000	\$145,000	\$0	\$145,000
Interest Incl Profit On Inves						
3430	000	Revenue	\$250,000	\$250,000	\$0	\$250,000
Food Services						
3450	000	Revenue	\$4,956,418	\$4,956,418	\$0	\$4,956,418
Misc Local Resources						
3490	000	Revenue	\$5,000	\$5,000	\$0	\$5,000
Total Revenue			\$22,605,510	\$22,605,510	\$0	\$22,605,510
Basic FEFP K-12						
5100	100	Salaries	\$0	\$0	\$0	\$0
	200	Employee Benefits	\$0	\$0	\$0	\$0
Food Services						
7600	100	Salaries	\$7,329,812	\$7,329,812	\$0	\$7,329,812
	200	Employee Benefits	\$3,249,623	\$3,249,623	\$0	\$3,249,623
	300	Purchased Services	\$401,284	\$401,284	\$0	\$401,284
	400	Energy Services	\$175,500	\$175,500	\$0	\$175,500
	500	Material and Supplies	\$12,943,644	\$12,943,644	\$0	\$12,943,644
	600	Capital Outlay	\$412,275	\$412,275	\$0	\$412,275
	700	Other	\$275,000	\$275,000	\$0	\$275,000
Central Services						
7700	100	Salaries	\$0	\$0	\$0	\$0
	200	Employee Benefits	\$0	\$0	\$0	\$0
Operation Of Plant						
7900	100	Salaries	\$0	\$0	\$0	\$0
	200	Employee Benefits	\$0	\$0	\$0	\$0
Total Expenses			\$24,787,139	\$24,787,139	\$0	\$24,787,139



CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024-2025 SPECIAL REVENUE – OTHER FUND 42X

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2024-2025
SPECIAL REVENUE OTHER
FUND 42X
Month Ending October 31, 2024

Func	Obj	Adopted	Beginning Budget	Budget Adj	Working Budget
3201	Vocational Ed				
3201	Revenue	\$321,277	\$321,277	\$62,059	\$383,336
3220	Workforce Investment Act				
3220	Revenue	\$407,644	\$407,644	\$107,333	\$514,977
3226	Eisenhower Math And Science				
3226	Revenue	\$4,318,999	\$4,318,999	(\$2,950,830)	\$1,368,169
3230	I.D.E.A.				
3230	Revenue	\$12,499,330	\$12,499,331	(\$2,450,456)	\$10,048,874
3240	Title I - Elem & Secondary Edu				
3240	Revenue	\$9,060,425	\$9,086,786	\$1,654,073	\$10,740,859
3290	Other Federal Thru State				
3290	Revenue	\$97,167	\$97,167	\$82,175	\$179,342
3290	Other Federal Thru State				
3290	Revenue	\$55,000	\$55,000	\$0	\$55,000
3430	Interest Incl Profit On Inves				
3430	Revenue	\$0	\$0	\$0	\$0
	Total Revenue	\$26,759,842	\$26,786,204	(\$3,495,646)	\$23,290,557
5000	Instruction				
100	Salaries	\$8,044,159	\$8,428,166	(\$679,428)	\$7,748,738
200	Employee Benefits	\$3,016,552	\$3,128,592	(\$275,908)	\$2,852,685
300	Purchased Services	\$924,292	\$964,294	(\$408,569)	\$555,726
400	Energy Services	\$0	\$0	\$0	\$0
500	Material and Supplies	\$2,584,765	\$1,947,427	(\$799,851)	\$1,147,576
600	Capital Outlay	\$1,258,525	\$1,312,760	(\$122,444)	\$1,190,316
700	Other	\$78,536	\$85,493	\$3,000	\$88,493
6100	Student Personnel Services				
100	Salaries	\$1,046,118	\$1,048,778	(\$2,625)	\$1,046,153
200	Employee Benefits	\$382,443	\$383,049	(\$239)	\$382,810
300	Purchased Services	\$92,977	\$92,977	(\$1,101)	\$91,876
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$17,771	\$17,771	\$0	\$17,771
700	Other	\$1,008	\$1,008	\$0	\$1,008
6110	Social Work				
200	Employee Benefits	\$22,429	\$22,429	\$0	\$22,429
300	Purchased Services	\$1,500	\$1,500	\$0	\$1,500
6120	Guidance Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
6130	Health Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0

300	Purchased Services	\$0	\$0	\$0	\$0
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
700	Other	\$0	\$0	\$0	\$0
6150	Parent Involvement				
100	Salaries	\$89,212	\$94,212	(\$5,000)	\$89,212
200	Employee Benefits	\$20,597	\$20,597	\$0	\$20,597
300	Purchased Services	\$81,920	\$86,357	\$527	\$86,884
400	Energy Services	\$0	\$0	\$150	\$150
500	Material and Supplies	\$92,205	\$92,968	\$117	\$93,085
600	Capital Outlay	\$0	\$0	\$0	\$0
700	Other	\$0	\$0	\$0	\$0
6200	Instructional Media				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$4,256	\$4,256
6300	Inst & Curric Dev Services				
100	Salaries	\$1,912,077	\$1,912,077	(\$7,726)	\$1,904,351
200	Employee Benefits	\$717,739	\$717,739	(\$10,813)	\$706,926
300	Purchased Services	\$32,762	\$32,762	\$0	\$32,762
500	Material and Supplies	\$25,013	\$25,013	\$72	\$25,085
600	Capital Outlay	\$7,910	\$7,910	\$0	\$7,910
700	Other	\$0	\$0	\$0	\$0
6400	Inst Staff Training Services				
100	Salaries	\$924,464	\$1,027,135	\$179,719	\$1,206,854
200	Employee Benefits	\$305,936	\$305,936	\$24,283	\$330,219
300	Purchased Services	\$2,501,638	\$2,429,856	(\$1,785,971)	\$643,885
500	Material and Supplies	\$1,589,732	\$1,600,961	(\$1,469,909)	\$131,052
600	Capital Outlay	\$1,592	\$1,592	\$3,855	\$5,447
700	Other	\$16,698	\$25,039	\$9,120	\$34,159
6500	Instruction Related Technology				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
7200	General Administration				
700	Other	\$877,714	\$877,649	\$70,378	\$948,027
7300	School Administration				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
7400	Facilities Aquisition & Const				
600	Capital Outlay	\$0	\$0	\$0	\$0
7600	Food Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
7700	Central Services				
100	Salaries	\$7,000	\$7,000	\$0	\$7,000
200	Employee Benefits	\$1,593	\$1,593	\$0	\$1,593
300	Purchased Services	\$13,500	\$13,500	\$0	\$13,500
7800	Pupil Transportation Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0

300	Purchased Services	\$67,945	\$70,545	\$1,768,558	\$1,839,104
400	Energy Services	\$0	\$0	\$0	\$0
7900	Operation Of Plant				
100	Salaries	\$186	\$186	(\$34)	\$151
200	Employee Benefits	\$0	\$0	\$34	\$34
300	Purchased Services	\$0	\$1,354	\$0	\$1,354
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$1,354	\$0	\$0	\$0
700	Other	\$0	\$0	\$0	\$0
8100	Maintenance Of Plant				
500	Material and Supplies	\$0	\$0	\$0	\$0
8200	Administrative Technology Svcs				
100	Salaries	\$0	\$0	\$1,444	\$1,444
200	Employee Benefits	\$0	\$0	\$221	\$221
300	Purchased Services	\$0	\$0	\$0	\$0
9100	Community Services				
500	Material and Supplies	\$0	\$0	\$0	\$0
Total Expenses		\$26,759,862	\$26,786,225	(\$3,503,884)	\$23,282,343

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2024-2025

SPECIAL REVENUE

FEDERAL CARES ACT FUNDING

FUND 44X

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2024-2025
SPECIAL REVENUE OTHER
FUND 44X
Month Ending October 31, 2024

Func	Obj	Adopted	Beginning Budget	Budget Adj	Working Budget
3271	CARES Act ESSER				
3271	Revenue	\$2,215,754	\$2,215,754	\$0	\$2,215,754
Total Revenue		\$2,215,754	\$2,215,754	\$0	\$2,215,754
5000	Instruction				
100	Salaries	\$443,106	\$443,106	\$27,860	\$470,968
200	Employee Benefits	\$23,255	\$23,255	\$37,762	\$61,005
300	Purchased Services	\$242,164	\$232,968	(\$26,763)	\$206,205
500	Material and Supplies	\$667,402	\$688,016	(\$43,662)	\$644,353
600	Capital Outlay	\$181,387	\$188,866	(\$911)	\$187,955
700	Other	\$2,319	\$2,319	\$0	\$2,319
6100	Student Personnel Services				
100	Salaries	\$41,525	\$41,525	\$4,523	\$46,048
200	Employee Benefits	\$0	\$0	\$1,029	\$1,029
300	Purchased Services	\$1,023	\$1,023	\$0	\$1,023
500	Material and Supplies	\$1,111	\$1,141	\$0	\$1,141
600	Capital Outlay	\$48,485	\$48,485	\$0	\$48,485
700	Other	\$350	\$350	\$0	\$350
6110	Social Work				
200	Employee Benefits	\$22,337	\$22,337	\$0	\$22,337
6130	Health Services				
300	Purchased Services	\$3,818	\$3,818	\$0	\$3,818
500	Material and Supplies	\$3,963	\$3,963	\$0	\$3,963
6150	Parent Involvement				
100	Salaries	\$338	\$338	(\$338)	\$0
200	Employee Benefits	\$72	\$72	(\$72)	\$0
300	Purchased Services	\$12,525	\$12,575	(\$9,050)	\$3,525
400	Energy Services	\$1,100	\$1,100	\$0	\$1,100
500	Material and Supplies	\$18,715	\$18,715	\$0	\$18,715
600	Capital Outlay	\$3,184	\$3,184	\$0	\$3,184
6190	Guidance Administration				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
6200	Instructional Media				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
6300	Inst & Curric Dev Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$794	\$794	\$62	\$856
300	Purchased Services	\$409	\$409	\$0	\$409
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
700	Other	\$0	\$0	\$4,238	\$4,238
6400	Inst Staff Training Services				

100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$5,001	\$11,351	\$0	\$11,351
500	Material and Supplies	\$28,353	\$1,867	\$0	\$1,867
700	Other	\$0	\$0	\$0	\$0
6500	Instruction Related Technology				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
7100	Board				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
7200	General Administration				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$0	\$0
700	Other	\$43,712	\$44,873	\$6,659	\$51,532
7300	School Administration				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
7400	Facilities Aquisition & Const				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
600	Capital Outlay	\$102,933	\$102,933	\$0	\$102,933
7500	Fiscal Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
7600	Food Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
7700	Central Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
500	Material and Supplies	\$0	\$0	\$0	\$0
600	Capital Outlay	\$0	\$0	\$0	\$0
7800	Pupil Transportation Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$5,738	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$0	\$0
400	Energy Services	\$289,116	\$294,853	\$0	\$294,853
700	Other	\$0	\$0	\$0	\$0
7900	Operation Of Plant				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
300	Purchased Services	\$0	\$0	\$0	\$0
500	Material and Supplies	\$1,425	\$1,425	(\$1,351)	\$74
600	Capital Outlay	\$0	\$0	\$0	\$0
8100	Maintenance Of Plant				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
8200	Administrative Technology Svcs				
100	Salaries	\$0	\$0	\$0	\$0

200	Employee Benefits	\$0	\$0	\$0	\$0
9100	Community Services				
100	Salaries	\$0	\$0	\$0	\$0
200	Employee Benefits	\$0	\$0	\$0	\$0
700	Other	\$20,125	\$20,125	\$0	\$20,125
Total Expenses		\$2,215,785	\$2,215,786	(\$14)	\$2,215,761

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December 12, 2024 Regular School Board Meeting

Title

C16 - DELETION OF CERTAIN ITEMS REPORT NOVEMBER, 2024

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 October, 2024.

Gap Analysis

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

Previous Outcomes

N/A

Expected Outcomes

Property Records followed State mandate on trackable assets, Chapter 274.05

Strategic Plan Goal

Goal 5: Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

Recommendation

Approve Deletion of Certain Items Report - November, 2024 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 OF CERTAIN ITEMS REPORT NOVEMBER, 2024.pdf](#)

Monthly Deletion Analysis / November 2024 2025

Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
GPE - 0232	20000284	MONITOR: INTERACTIVE 70" DELL / BROKEN	D1
	12000420	COPIER: DIGITAL - RICOH MP2500 / BROKEN	D1
	16000044	COPIER: DIGITAL - RICOH MP7502 / BROKEN	D1
WEC - 0241	00096982	TEACHER STATION: COMPUTER / BROKEN	D1
	00096980	STUDENT STATION: COMPUTER / BROKEN	D1
	00096986	STUDENT STATION: COMPUTER / BROKEN	D1
OPH - 0252	11000848	PRINTER - HP DESIGNJET Z2100 / BROKEN	D1
MBE - 0271	00032408	PIANO:STUDIO W/BENCH LAWREY / BROKEN	D1
SBJ - 0331	00087709	CHASSIS/MONITOR/KEYBOARD / BROKEN	D1
	00087718	SMARTBOARD / OBSOLETE	D1
	00087722	SMARTBOARD / OBSOLETE	D1
	00087720	SMARTBOARD / OBSOLETE	D1
CHS - 0341	15000644	PRESS: PRINT - CHAMELEON CHAMP / BROKEN	D1
	17000355	TUMBDRIVE: WILCOM E3 ADVANCED / BROKEN	D1
LSJ - 0351	00087768	AED / BROKEN	D1
LES - 0352	23000019	WASHER / DRYER / BROKEN	D1
	24000439	VIEWBOARD / BROKEN	D1
	00081926	SCANNER / OBSOLETE	D1
	00091461	DANCE SYSTEM / BROKEN	D1
WJH - 0371	19000301	CABINET: HEATED MOBILE CRESCOR / BROKEN	D5
MCE - 0381	00060287	MOWER: RIDING 48" JOHN DEERE / BROKEN	D5
MHS - 0391	00064744	THEODOLITE:DIGITAL DT104 / OBSOLETE	D1
	00081207	LEVEL:TOPE ON LASER W/ACCESSOR / OBSOLETE	D1
LAE - 0451	19000282	COPIER: COLOR RICOH MPC4504EX / BROKEN	D1
	00095562	PROJECTOR: POWERLITE LCD - EPS / BROKEN	D1
PES - 0471	00074206	LAMINATOR: GBC ULTIMA 65 / BROKEN	D1
WES - 0491	00096988	TEACHER STATION: COMPUTER / BROKEN	D1
	17000547	DESK: RECTANGULAR STUDENT / BROKEN	D1
	24000072	VIEWBOARD / BROKEN	D1
ROE - 0541	00076963	CAMCORDER:VIDEO PANASONIC / BROKEN	D1
CGE - 0601	15000733	COPIER: MULTIFUNCTION RICOH MP / BROKEN	D1
OHS - 0661	16000119	COPIER: DIGITAL - RICOH MP6054 / BROKEN	D1
	16000120	COPIER: DIGITAL - RICOH MP6054 / BROKEN	D1
	16100105	COMPUTER / BROKEN	D1
	16100106	COMPUTER / BROKEN	D1
	18000283	COMPUTER / BROKEN	D1

Monthly Deletion Analysis / November 2024 2025

Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
	18000285	COMPUTER / BROKEN	D1
	18000286	COMPUTER / BROKEN	D1
	18000287	COMPUTER / BROKEN	D1
	18000288	COMPUTER / BROKEN	D1
	18000289	COMPUTER / BROKEN	D1
	18000290	COMPUTER / BROKEN	D1
	18000291	COMPUTER / BROKEN	D1
	18000292	COMPUTER / BROKEN	D1
	18000293	COMPUTER / BROKEN	D1
	18000294	COMPUTER / BROKEN	D1
	18000295	COMPUTER / BROKEN	D1
	18000296	COMPUTER / BROKEN	D1
	18000297	COMPUTER / BROKEN	D1
	18000298	COMPUTER / BROKEN	D1
	18000299	COMPUTER / BROKEN	D1
	18000301	COMPUTER / BROKEN	D1
	18000303	COMPUTER / BROKEN	D1
	18000304	COMPUTER / BROKEN	D1
	18000305	COMPUTER / BROKEN	D1
	18000306	COMPUTER / BROKEN	D1
	18000307	COMPUTER / BROKEN	D1
	18000308	COMPUTER / BROKEN	D1
	18000309	COMPUTER / BROKEN	D1
	18000310	COMPUTER / BROKEN	D1
	18000311	COMPUTER / BROKEN	D1
TRANSPORTATION - 9010	00064810	RADIO / BROKEN	D1
	18000249	TOOL: DIAGNOSTIC TROUGH BOOK 16 / BROKEN	D1
	10000299	MODULE:DESK/RETURN/FILE/HUTCH / BROKEN	D1
	00091914	SCANNER: DOCUMENT - CANON / BROKEN	D1
MAINTENANCE - 9021	00046272	COPIER / BROKEN	D1
	11000604	COPIER / BROKEN	D1
	00046281	ENGRAVOGRAPH W/ATTACHMENTS	D5
	00096071	FLUKE LRPRO-LINKRUNNER / BROKEN	D1
	00096074	FLUKE LRPRO-LINKRUNNER / BROKEN	D1
SAFETY & SECURITY - 9022	20100046	LAPTOP: DELL LATITUDE 5420 RUG / BROKEN	D1
	20100037	LAPTOP: DELL LATITUDE 5420 RUG / BROKEN	D1
	20100050	LAPTOP: DELL LATITUDE 5420 RUG / BROKEN	D1

D1 = PARTED OUT/JUNK
D5 = SURPLUS SALES

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 11/30/2024

<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>
GROVE PARK ELEMENTARY						
Junk/Parts	12000420	COPIER: DIGITAL - RICOH MP2500	03/22/2012	11/04/2024	2,022.00	0.00
Junk/Parts	16000044	COPIER: DIGITAL - RICOH MP7502	09/10/2015	11/04/2024	9,168.00	0.00
Junk/Parts	20000284	MONITOR: INTERACTIVE 70" DELL	06/16/2020	11/04/2024	2,512.00	0.00
W E CHERRY ELEMENTARY						
Junk/Parts	00096980	STUDENT STATION: COMPUTER	08/14/2008	11/04/2024	1,610.00	0.00
Junk/Parts	00096982	TEACHER STATION: COMPUTER/PRT/	08/14/2008	11/04/2024	2,826.00	0.00
Junk/Parts	00096986	STUDENT STATION: COMPUTER	08/14/2008	11/04/2024	1,610.00	0.00
ORANGE PARK HIGH						
Junk/Parts	11000848	PRINTER - HP DESIGNJET Z2100	04/28/2011	11/04/2024	3,600.00	0.00
MIDDLEBURG ELEMENTARY						
Junk/Parts	00032408	PIANO:STUDIO W/BENCH LAWREY	02/27/1984	11/04/2024	2,071.00	0.00
S BRYAN JENNINGS ELEMENTARY						
Junk/Parts	00087709	CHASSIS/MONITOR/KEYBOARD - APP	06/22/2006	11/04/2024	1,207.55	0.00
Junk/Parts	00087718	SMARTBOARD: 77 " INTERACTIVE W	04/12/2007	11/04/2024	1,399.00	0.00
Junk/Parts	00087720	SMARTBOARD: 77 " INTERACTIVE W	05/24/2007	11/04/2024	1,399.00	0.00
Junk/Parts	00087722	SMARTBOARD: 77 " INTERACTIVE W	05/24/2007	11/04/2024	1,399.00	0.00
CLAY HIGH SCHOOL						
Junk/Parts	15000644	PRESS: PRINT - CHAMELEON CHAMP	10/09/2014	11/04/2024	8,384.40	0.00
Junk/Parts	17000355	TUMBDRIVE: WILCOM E3 ADVANCED	12/08/2016	11/04/2024	4,504.00	0.00
LAKESIDE JUNIOR HIGH						
Junk/Parts	00087768	DEFIBRILLATOR:HEARTSTART FRX-P	04/13/2006	11/04/2024	1,150.00	0.00
LAKESIDE ELEMENTARY						
Junk/Parts	00087768	DEFIBRILLATOR:HEARTSTART FRX-P	04/13/2006	11/04/2024	1,150.00	0.00

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 11/30/2024

<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>
Junk/Parts	00081926	SCANNER:PHD DOLPHIN	05/27/2004	11/04/2024	1,200.00	0.00
Junk/Parts	00091461	SYSTEM: DANCE ARCADE QUALITY(9	01/30/2007	11/04/2024	3,229.95	0.00
Junk/Parts	23000019	WASHER/DRYER COMBO	08/23/2022	11/04/2024	1,539.13	219.88
Junk/Parts	24000439	VIEWBOARD: 75" VIEWSONIC IEP75	09/22/2023	11/04/2024	2,367.92	591.98
					8,337.00	811.88
Surplus Sale	19000301	WILKINSON JR HIGH CABINET: HEATED MOBILE CRESCOR	12/10/2018	11/04/2024	2,493.70	356.24
					2,493.70	356.24
Surplus Sale	00060287	MONTCLAIR ELEMENTARY MOWER: RIDING 48" JOHN DEERE	08/22/1995	11/04/2024	2,438.52	0.00
					2,438.52	0.00
Junk/Parts	00064744	MIDDLEBURG HIGH THEODOLITE:DIGITAL DT104	07/22/1997	11/04/2024	2,195.00	59.00
Junk/Parts	00081207	LEVEL:TOPE ON LASER W/ACCESSOR	05/27/2004	11/04/2024	1,240.00	50.00
					3,435.00	109.00
Junk/Parts	00095562	LAKE ASBURY ELEMENTARY PROJECTOR: POWERLITE LCD - EPS	12/20/2007	11/04/2024	1,075.00	60.00
Junk/Parts	19000282	COPIER: COLOR RICOH MPC4504EX	11/02/2018	11/04/2024	5,418.00	74.00
					6,493.00	774.00
Junk/Parts	00074206	ROBERT M PATERSON ELEMENTARY LAMINATOR: GBC ULTIMA 65	10/26/2000	11/04/2024	1,250.00	0.00
					1,250.00	0.00
Junk/Parts	00096988	WILKINSON ELEMENTARY TEACHER STATION: COMPUTER/PRT/	08/14/2008	11/04/2024	2,826.00	0.00
Junk/Parts	17000547	DESK: RECTANGULAR STUDENT MAKE	06/29/2017	11/04/2024	1,214.79	173.54
Junk/Parts	24000072	VIEWBOARD:75" VIEWSONIC	09/13/2023	11/04/2024	2,001.76	556.04
					6,042.55	729.58
Junk/Parts	00076963	RIDEOUT ELEMENTARY CAMRECORDER:VIDEO PANASONIC S-VH	08/23/2001	11/04/2024	1,388.00	0.00

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 11/30/2024

<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>
0601 COPPERGATE ELEMENTARY						
Junk/Parts	15000733	COPIER: MULTIFUNCTION RICOH MP	Furniture,Fixtures & Equipment	12/18/2014	11/04/2024	8,224.00
					8,224.00	0.00
0661 OAKLEAF HIGH SCHOOL						
Junk/Parts	16000119	COPIER: DIGITAL - RICOH MP6054	Furniture,Fixtures & Equipment	11/12/2015	11/04/2024	7,620.00
Junk/Parts	16000120	COPIER: DIGITAL - RICOH MP6054	Furniture,Fixtures & Equipment	11/12/2015	11/04/2024	7,620.00
Junk/Parts	16100105	C/M/K - DELL PRECISION T7910 T	Furniture,Fixtures & Equipment	10/08/2015	11/04/2024	4,094.11
Junk/Parts	16100106	C/M/K - DELL PRECISION T7910 T	Furniture,Fixtures & Equipment	10/08/2015	11/04/2024	4,094.11
Junk/Parts	18000283	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000285	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000286	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000287	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000288	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000289	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000290	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000291	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000292	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000293	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000294	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000295	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000296	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000297	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000298	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000299	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000301	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000303	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000304	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000305	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000306	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000307	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23
Junk/Parts	18000308	TOWER: CUST DELL PRECISION 342	Furniture,Fixtures & Equipment	04/12/2018	11/04/2024	1,531.23

11/04/2024 15:51:08

Date Range 11/01/2024 11/30/2024

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 11/30/2024

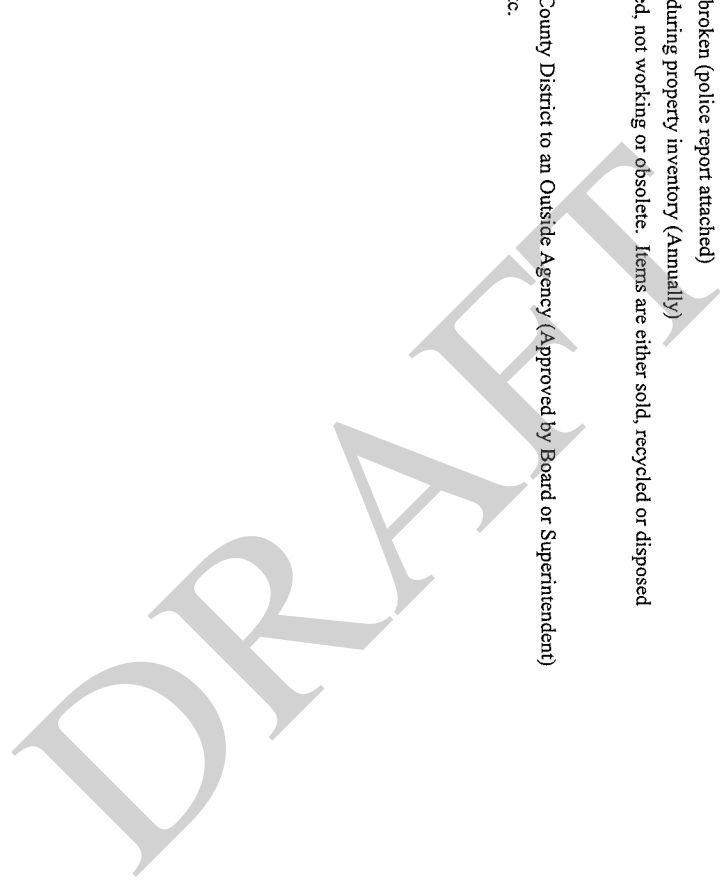
<u>Disposal Method</u>	<u>Tag</u>	<u>Description</u>	<u>Acquisition Date</u>	<u>Disposal Date</u>	<u>Purchase Amount</u>	<u>Depreciation Value</u>
Junk/Parts	18000309	TOWER: CUST DELL PRECISION 342	04/12/2018	11/04/2024	1,531.23	0.00
Junk/Parts	18000310	TOWER: CUST DELL PRECISION 342	04/12/2018	11/04/2024	1,531.23	0.00
Junk/Parts	18000311	TOWER: CUST DELL PRECISION 342	04/12/2018	11/04/2024	1,531.23	0.00
63,240.20						
9010 TRANSPORTATION						
Junk/Parts	00064810	RADIO: MOTOROLA 2-WAY (OLD M.B	09/19/1997	11/04/2024	1,067.75	0.00
Junk/Parts	00091914	SCANNER: DOCUMENT - CANON	03/22/2007	11/04/2024	2,361.53	0.00
Junk/Parts	10000299	MODULE:DESK/RETURN/FILE/HUTCH-	04/08/2010	11/04/2024	1,023.82	0.00
Junk/Parts	18000249	TOOL: DIAGNOSTIC TOUGH BOOK 16	02/15/2018	11/04/2024	4,653.75	664.82
9,106.85						
9021 MAINTENANCE DEPARTMENT						
Junk/Parts	00046272	COPIER:XEROX 2510 W/STAND	10/05/1989	11/04/2024	4,757.00	50.00
Surplus Sale	00046281	ENGRAVOGRAPH W/ATTACHMENTS	10/30/1989	11/04/2024	1,728.01	50.00
Junk/Parts	00096071	FLUKE LRPRO-LINKRUNNER	06/12/2008	11/04/2024	1,349.74	20.00
Junk/Parts	00096074	FLUKE LRPRO-LINKRUNNER PRO - L	06/12/2008	11/04/2024	1,349.74	20.00
Junk/Parts	11000604	PRINTER/SCANNER/COPIER:WIDE FO	01/13/2011	11/04/2024	6,000.00	10.00
15,184.49						
9022 SAFETY AND SECURITY						
Junk/Parts	20100037	LAPTOP: DELL LATITUDE 5420 RUG	09/19/2019	11/04/2024	2,217.40	0.00
Junk/Parts	20100046	LAPTOP: DELL LATITUDE 5420 RUG	09/19/2019	11/04/2024	2,217.40	0.00
Junk/Parts	20100050	LAPTOP: DELL LATITUDE 5420 RUG	09/19/2019	11/04/2024	2,217.40	0.00
6,652.20						

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 11/30/2024

<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>	
Total Furniture	174,643.46	Total Vehicles	0.00	Total Audio Visual	0.00	Total Software	4,504.00
						Totals for Deletion Report	3,336.50

Note:

- 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)



December 12, 2024 Regular School Board Meeting

Title

C17 - BID Award

Description

Award BID as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Two Way Radios Bid #24-F-249: Contract period is for a three (3) year period from December 13, 2024 through December 12, 2027 with the option to renew for three (3) additional one (1) year contract periods upon mutual agreement, in writing. Bid established for the purchase, programming, delivery and training of Two-Way Radios to School/District sites county-wide. The vendor awarded is the lowest, most responsive and responsible qualified bidder meeting specifications.

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 services, and or products to meet their needs.

Previous Outcomes

Prior Board approved Bid will expire but it was used successfully during the past terms to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board, we expect the vendor to provide quality services and products at the terms and conditions listed in the Bid.

Strategic Plan Goal

Goal 5; Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

Recommendation

Award BID as follows:

a Two-Way Radios Bid #24-F-249;

-T.J. Communications 1860 SR 207, St Augustine, FL 32086

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a Two-Way Radios Bid #24-F-249: The total estimated expenditure for the three (3) year contract is \$200,000. Estimated annual spend of \$67,000 for 2024-25, \$65,000 for 2025-26, and \$68,000 for 2026-27 from General Revenue.

Review Comments

Attachments

December 12, 2024 Regular School Board Meeting

Title

C18 - Trane Contract Award for Maintenance Service Agreement for Six Schools (KHE, KHS, MRE, WES, WJH, CHE)

Description

Service Agreement including parts and labor coverage for Heating, Ventilation, and Air Conditioning (HVAC) System Equipment for scheduled and unscheduled repairs under an annual planned maintenance contract. The contract terms are for a total of five (5) years. These six schools were selected based on their distance from the Green Cove Springs maintenance yard and warehouse.

Gap Analysis

N/A

Previous Outcomes

Previous contract with Trane for the same services was successfully executed for the full term of the five (5) year contract.

Expected Outcomes

Continued timely proper maintenance actions on HVAC systems alleviates unplanned down-time and unexpected expenses, increasing the effectiveness of the learning environment.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve the Trane Contract Maintenance Service Agreement

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Clayton Anderson, Director of Maintenance, 904-336-0300, clayton.anderson@myoneclay.net

Financial Impact

The total cost of the contract is \$1,725,192, divided over a five-year period: Year 1—\$324,960; Year 2—\$334,680; Year 3—\$344,736; Year 4—\$355,080; Year 5—\$365,736. These funds are available will be funded with general funds.

Review Comments

Attachments

📎 [250050 Trane South Region.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250050
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
 Oct/Nov Board Agenda

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: 8/27/24

Name of Contract Initiator: Clayton Anderson / James Johnson Telephone #: 904-336-0300

School/Dept Submitting Contract: Maintenance Cost Center # 9021

Vendor Name: Trane

Contract Title: Select Service Agreement for South Region Replaces 210113 Expy 11/15/2024

Contract Type: New Renewal Amendment Extension Previous Year Contract # 41-183146-21 cont 210113

Contract Term: 5 years x 11/15/2029 Renewal Option(s): Auto Renew 5 yrs 15JL9-023

Contract Cost: Year 1 - \$324,960.00 / Year 2 - \$334,640.00 / Year 3 - \$344,736 / Year 4 - \$355,090 / Year 5 - 365,760

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) - **When using the Addendum A, 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)
- Release and Hold Harmless (If Applicable)

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	<u>Omnia / US Communities Contract 3341 (RC2022-1001 Racine Co WI)</u>
Review Date	_____
School Board Attorney	_____
Review Date	_____
Other Dept. as Necessary	<u>NOTE: Total Cost for 5 Yr = 1,725,192.00 Previous contract 310113 for only 3 years valued at \$746,424 Piggyback off Omnia RFB #RC2022-1001 Contract #3341 which expires 8/31/2032. Covers HVAC service for KHE, KHH, MRE, WES, WJH, CHE</u>
Review Date	_____
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	DATE: _____



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256

Trane Representative

Boone Lewis / Bert Bost
Cell: (904) 402-4918 / (904) 651-4960

Proposal ID

7854382-1

Service Contract Number

TBD

Company Name

Clay County School District
Attn: James Johnson
905 Center St
Green Cove Springs, FL 32043

Contact Number for Service

Office: (904) 363-6088

DRAFT

August 23, 2024



EXECUTIVE SUMMARY

This **Select Service Agreement** features parts and labor coverage for HVAC equipment repairs included in the annual planned maintenance contract. It is the easiest and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance

Note: all filter changes, chemical/water treatment, and BAS (controls) systems are excluded and will be covered by others. All chillers are excluded as well – they are currently covered by a separate agreement (2023 Chiller Service – 23-MA-326).

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

Quote # H2-183146-23-004 - 7374254-1. This quotation is per OMNIA/US Communities Contract #3341: Racine County, WI

SCHOOLS INCLUDED IN PROPOSAL
McCrae Elementary School
Keystone Elementary School
Keystone High School
Wilkinson Elementary School
Wilkinson Middle School
Clay Hill Elementary School

Thank you for continuing to choose Trane Building Services as your premier HVAC support partner. We are committed to working with you on your additional schools, further strengthening our relationship, and assisting you in meeting your key indicators to make your facilities team among the best in the state.

Trane has had a long working relationship with Clay County Schools. We have grown together and worked on projects ranging in size from hundreds of dollars to hundreds of thousands of dollars. As one the largest school customers/partners in the Southeast, Clay County School District is critical to our success. This is why you have a team of people from Trane who will support the district and ensure our mutual success.

Current Local Trane Team Members

- Ed Blair – North Florida Service Operations Manager
- Mark Pelchat – North Florida Area Service Manager
- Alan Fridley – North Florida Area Service Manager
- Bert Bost – Equipment Account Manager
- Kyle Wyckoff – Equipment Account Manager
- Boone Lewis – Services Account Manager
- Dylan Andrews – Services Account Manager
- Eddie Davis – Lead Service Technician
- Colin Smith – Lead Service Technician
- Teresa Smith – Primary Trane Resource Coordinator
- Tera Hager – Trane Resource Coordinator
- Service Technician Pool – 50+ Trane Techs in area

With our current team in place, expanding to meet the needs of the district will be simple for us. Our school team understands the needs of the district, so we supplement labor as we grow together. This local foundation does not change for Trane. Because we have dedicated technicians, the district does not have to worry about lack of familiarity, protocol, and equipment location. Along with the team we have in place, Trane continues to meet the expectations and deliverables on other fronts by offering the following as well:

School Dude Use

At the beginning of the new contract Trane will use the School Dude application to manage the work orders and track the repairs and PMs. The District will provide Trane with access to the systems and allow for needed administrative levels to effectively and efficiently use the system.



Regular Status Meetings

For larger contract customers like Clay Schools, Trane has regularly scheduled status meetings with the customer. We started this best practice at other districts and customers years ago. Since its inception, we have adopted it as best practice. This keeps us all connected and ensures open communication between teams.

Trane Factory Training for Clay County School's Technicians

Another addition of the contract we can offer is scheduled in depth in-person training. Examples of training may include Controls/BAS training, VFD training (CCSB) for key personnel who, after completing the training, would be able to purchase Trane VFDs and perform start-up on their own and get industry leading 3 year parts and labor warranty standard, Screw Compressors, Scroll Compressors, and update Unitary equipment training to name a few. With the award of all six schools, we would offer four seats per year of factory lead training.

Dedicated Response for Opening Day of School

Another "best practice" Trane has coined is to have on standby a set number of technicians to be dispatched to CCSB the opening day of school. This has minimized downtime and ensure rapid response that first day of school. With other customers who have this program in place, the first day of school has gone virtually flawless.

ON-SITE – TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service through Proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The equipment under coverage is specified later in this agreement.

Note: all filter changes, chemical/water treatment, and BAS (controls) systems are excluded and will be covered by others. All chillers are excluded as well – they are currently covered by a separate agreement (2023 Chiller Service – 23-MA-326).

Advantages:

- Minimize unplanned downtime by giving Trane the Authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance year-round

Implementation:

- Collaborative selection of covered systems and components – see equipment list Addendum
- Repair or replacement of failed components*
- All labor included during normal hours – separate invoicing for overtime and after-hours labor if needed

*Equipment Repairs and Condition Assessment

HVAC equipment 10-20 years old or older is eligible for standard planned maintenance and repairs except for replacements on failed coils and compressors. Equipment that is beyond the average life expectancy per ASHRAE guidelines is recommended for replacement if a coil or compressor fails and will not be covered under the terms of this agreement. Trane will provide the labor to replace the compressor or coil on any equipment past ASHRAE's recommended useful life if CCSB supplies the equipment. Additionally, if CCSB decides to supply new equipment to replace the failed equipment, Trane will provide an installation quote using CCSB's preferred partner contract labor rates. This agreement assumes that the customer will continue its current practice to replace aging equipment in normal capital improvement planning and keep equipment age within ASHRAE's recommended limits. Please see Appendix: ASHRAE Equipment Age Guidelines for details.



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends to avoid equipment failures
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America housing all necessary emergency power generation and HVAC equipment, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risk with thorough, advanced planning
- Shorten the duration of downtime with immediate access to power generation and HVAC equipment
- Alleviate negative consequences including student and faculty productivity loss and unsafe environmental conditions

Implementation:

- Trane account managers and technicians assist in the development of the customized contingency plan:
- Equipment planning for temporary air conditioning and portable auxiliary power units/generators
- Recommendations for facility modifications to prepare for temporary equipment
- Contingency plan kept on file at your facility and at local Trane office



HVAC EQUIPMENT COVERAGE

See attached list of equipment in the Appendix

SITE COVERAGE

SCHOOLS INCLUDED IN PROPOSAL
McCrae Elementary School
Keystone Elementary School
Keystone High School
Wilkinson Elementary School
Wilkinson Middle School
Clay Hill Elementary School

DRAFT



PRICING AND ACCEPTANCE

Attn: James Johnson

Clay County School District
 905 Center St
 Green Cove Springs, FL 32043

Quote # H2-183146-24-001 - 7854382-1. This quotation is per OMNIA/US Communities Contract #3341: Racine County, WI

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$ 324,960.00	\$ 27,080.00	Monthly
Year 2	\$ 334,680.00	\$ 27,890.00	Monthly
Year 3	\$ 344,736.00	\$ 28,728.00	Monthly
Year 4	\$ 355,080.00	\$ 29,590.00	Monthly
Year 5	\$ 365,736.00	\$ 30,478.00	Monthly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning November 16, 2024. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on November 15, 2029, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (904) 363-6088 or by direct mail addressed to: 8929 Western Way, Jacksonville, FL 32256.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no



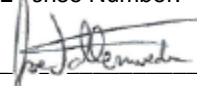
Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

Quote # H2-183146-23-004 - 7374254-1. This quotation is per OMNIA/US Communities Contract #3341: Racine County, WI

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.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: Boone Lewis / Bert Bost
<u>Ashley Gilhousen</u>	Proposal Date: August 8, 2024
Printed Name	Cell: (904) 402-4918
<u>Board Chair</u>	Office: (904) 363-6088
Title	License Number:
<u>To follow</u>	
Purchase Order	Authorized Representative
	<u>General Sales Manager, North Florida</u>
Acceptance Date	Title
	<u>09/03/2024</u>
	Signature Date

The Initial Term of this Service Agreement is 5 years, beginning November 16, 2024.
 Total Contract Amount: \$1,725,192.00 USD.



TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”).

COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening



and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold



harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Vendor will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).



- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a



review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

16. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME:

DRAFT



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





APPENDIX: HVAC EQUIPMENT COVERAGE LIST

Note: updated model and serial numbers are to be collected during the initial assessment period which will occur in the first month of the agreement. This Appendix will be updated to include all model and serial numbers upon collection.

CLAY HILL ES

SERIAL NUMBER	ASSET TAG	MODEL NUMBER	MANUFACTURER
309L163365653-02	RM766 PORT	W36H2-A10	
AO-10071506-A1	COOLING TOWER	AQ496K1GAF	MARLEY
309D122897040	CHES PORT 705	W361H-A05	BARD
309L12295412	CHES PORT 706	W361H-A05	BARD
2610U16127	CHES CAFÉ 1B	39MN10C011ZMN	CARRIER
JSA090708486	RMEDIA AHU CU	JS58D024KB	NORDYNE
GBD090902735	SERVER RMEDIA AHU	GB5BM024K	GRANDAIR
125D072334203	CHES PORT 710	WH361-A05	BARD
6458938	MEDIA PROD RM CV	HDC24	GOODMAN
6000537	MEDIA PROD RM CV	WMC24	GOODMAN
1705F13209	CHES B7 AHU1	39MHSTD02KHCFXJBA	CARRIER
1705G40032	CHES B7 CU1A	38AKS024	CARRIER
1805G30026	CHES B7 CU1B	38AKS024	CARRIER
125M052104265-02	CHES PORT 704	WH361-A05	BARD
125M0510A2124	CHES PORT 712	WH361-A05	BARD
	B6 AHU1 DRIVE		
	B7 AHU1 DRIVE		
C00L33286	CHES B6 AC CU-1	RAUCC304	TRANE
K00K70127A	CHES B6 AHU1	MCCA017	TRANE
	RM760	WH361-A05	BARD
125M00153A543	RM762	WH361-A05	BARD
125M001534543	RM764	WH361-A05	BARD
K99C66750M	CHES B5 AHU1	MCCA008	TRANE
K99C66754M	CHES B5 AHU2	MCC008	TRANE
P062WIMGAH	CHES B5 CU1	TWA180B400BD	TRANE
P064Y59AH	CHES B5 CU2	TWA180B400BD	TRANE
99-6861-1	ERV-1 B-5	TV3615HF ID S	THYBAR
99-6861-2	ERV-2 B-5	TV3615HF ID S	THYBAR
1202058	PUMP	5 HP CHWP PUMP BAB 6-3/4 B	B&G
C183013-04C41	PUMP	7.5 HP CW PUMP 1510 BF	B&G
U99H01439		RTWA1004XF01C30W	TRANE
	CHES PORT 708		SUN
149H971121427	CHES PORT 709	WH482-A10	BARD
149K961024750	CHES PORT 707	WH482-A10	BARD
104424	CHES PORT 701	36WH	BARD
38FA222102	CHES PORT 703	36WH	BARD
	HWP-1	5 HP HW PUMP	B&G
H19L48817	AHU-1A	UCCAD06C0D0	TRANE
H19L48816	AHU-2A	UCCAD06C0D0	TRANE
	BOILER	PL-486-WF	WEIL MCLEAN
H19L48814	CAFÉ KIT AHU2B	UCCAD10C0D0	TRANE
H19L48816	CAFÉ MAU1	UCCAD10C0D0	TRANE
	ELECTRIC HEATER		



2610U16127 CHES PORT 682 39M1STM04FKJWGXI BARD
 CAFÉ AHU-1B carrier

KEYSTONE HEIGHTS ES

SERIALNUMBER	LOCATION	MODELNUMBER	MANUFACTURER
343D163317306	P751	W48H2-A10	BARD
309L163365665-02	RM 6		BARD
152556852F	B4 RM 424	4TWR5042G1000AA	TRANE
15245SGJAV	B4 RM424 AHU	GAM5B0C42M31EAA	TRANE
343A153194453	BLDG 1A	W48H2-A10	BARD
343A153194452	B1 B	W48H2-A10	BARD
3094D16331758	RM 15	W36H2-A05	BARD
343D163317304	P708	W48H2-A10	BARD
309D163317588	P709	W36H2-A05	BARD
X163572126	CU2 BLDG 909 MECH. ROC	WCH448AGKB100	GRAND AIR
A163188036	AHU2 BLDG 909 MECH.RO	WAHL484B	GRAND AIR
309A153194368-02	POD 710	W36H2-A05	BARD
309D163317588-02	POD 709	W36H2-A05	BARD
309L143165133	RM 5	W36H2-A05	BARD
332L133061956	P718	W48H2-A05	BARD
314K122942651	COMP LAB RM426A	W24A1-A10	BARD
309L12295415	P721	W361H1-A05	BARD
	AHU A VFD		TRANE
	AHU B VFD		TRANE
	1322 B2 RM 234A AHU	MSY-GE09NA	MITSUBISHI
T10K59177	B2 AHUA	LPCAD08D4J0R	TRANE
T10K59176	B2 AHUB	LPCAD08D4J0R	TRANE
10395K64YA	B2 CU B	TTA090D300AA	TRANE
10395K66YA	B2 CU A	TTA090D300AA	TRANE
OOOO290	B2 RM234A CU 3	MUY-GE09NA	MITSUBISHI
309K102729702	COMP LAB RM426B	W361H1-A05	BARD
321K102731058	RM 31	W48H2-A10	BARD
309M102746240	P683		BARD
314B10268314	LKR RM	W48H2-A10	BARD
309N092668041	RM 13	W36H2-A05	BARD
30909266809	RM 11	W361H1-A05	BARD
309N092668030	RM 8	W361H1-A05	BARD
253C062164641	P770	WA42DA10R	BARD
253C062164675	P771	WA42DA10R	BARD
253C062164638	P772	WA42DA10R	BARD
253C06216673	P773	WA42DA10R	BARD
140C062158532	PRR	WA242-A10	BARD
JSD070504101	CU3 BLDG 909 MECH.ROO	JS58D-018KA	GRAND AIR
0BD060807586	AHU3 BLDG 909 MECH. RC	GB58M-T24K-A-10	GRAND AIR
CHPMXT0009	CAFÉ RM 219 AHU1	XTI-042X045	YORK



CHPMXT0012	B2 AHU 3	XTI-066X033	YORK
CHPMXT0011	B2 AHU 2RA	XTI-048X072	YORK
CHPMXT0010	B2 AHU20A	XTI-030X060	YORK
N0F5354882	B2 CU 2-1	HA300C00A2CAA2B	YORK
N055310103	B2 CU2-2	HB180C00A2AAA1C	YORK
	B2 CU3	H5DB048S25A	YORK
N0F5356225	CAFÉ CU 1	H3CE120A25A	YORK
253D052021013	P7?	W24A1-A10	BARD
253J041940261	P717	WA42DA10R	BARD
253H041930428	P719	W24A1-A10	BARD
1251991192392	P702	WH361-A00	BARD
149H971125045	P706	WH482-A10	BARD
149H971121439	P707	WH482-A10	BARD
149H971121417	P714	WH482-A10	BARD
	P713		BARD
	AHU1 BLDG 909 MECH. RC TWE120E100A		TRANE
	CU4 BLDG 909 MECH. ROC 4TWR4042G1		TRANE
	CU5 BLDG 909 MECH. ROO 4TWR4042G1		TRANE
	AHU4 BLDG 909 MECH. RO TEM4AOC42S41		TRANE
	AHU5 BLDG 909 MECH. RC TEM4AOC42S41		TRANE
	BLDG 909 MECH. ROOM 9: TWA120E30RA		TRANE
	CU1-B BLDG 909 MECH. R(TWJ760A100A0		TRANE
	P750		BARD
	P760		BARD
	RM 4		BARD
	RM 3		BARD
309K173467630-02	RM 2		BARD
309K173467634	RM 1	36WH2A	BARD
	RM 14		BARD
	RM 12		BARD
	RM 10		BARD
	RM 9		BARD
	RM 7		BARD
221012-A10NF13B	RM 29	45WH1-A10N	BARD
221012-A10NF13B	RM 27	45WH1-A10N	BARD
221012-A10NF13B	RM 25	45WH1-A10N	BARD
2210120-A10NF13B	RM 23	45WH1-A10N	BARD
221012-A10NF13B	RM 21	45WH1-A10N	BARD
221012-A10NF13B	RM 22	45WH1-A10N	BARD
104NB90629829	RM 24	45WH1-A10N	BARD
104NB90629826	RM 26	45WH1-A10N	BARD
343K173469784-02	RM 28	45WH1-A10N	BARD
104NB90629823	RM 30	45WH1-A10N	BARD
104N89890629819	RM32	45WH1-A10N	BARD
	P701		BARD
	705A	WINDOW UNIT	FREDRICH
	705B	WINDOW UNIT	FREDRICH



	P703		BARD
	P704		BARD
309K173470113-02	P724		BARD
	P722A		BARD
	P722B		BARD
	P723		BARD
	P24		BARD
	P716		BARD
145830	P715	36WH2A	BARD
	LKR RM	WINDOW UNIT	FREDRICH

KEYSTONE HEIGHTS HS

SERIALNUMBER	ASSETTAG	MODELNUMBER	MANUFACTURER
309L163365652-02	PORT 23	W36H2-A10	BARD
253A051992251-02	PORT 55	WA424DA10RX4XXX	BARD
309A153194379-02	PORT 81	W36H2-A06	BARD
343L163365734-02	RM 401	48WH6-A10N	BARD
343N163382471-02	RM 403	48WH6-A10N	BARD
107J910690725	RM 404	48WH6-A10N/ new unit S# 34	BARD
343D163317307-02	RM 405	48WH6-A10N	BARD
343L163365732-02	RM 406	48WH6-A10N	BARD
343L163365728-02	RM 409	48WH6-A10N	BARD
DC23277	RM 410	WH482-A10	BARD
343L163365729-02	RM 411	48WH6-A10N	BARD
343L163365731-02	RM 601	48WH6-A10N	BARD
343M153280639-02	RM 604	W48H2-A10	BARD
152610006L	RTU1 MAIN OFFICE	TSC102F4RGA08C0B0A006010	TRANE
152610377D	RTU2 MAIN OFFICE	TSD240F4R0B060EB0D006000	TRANE
152610395D	RTU3 MAIN OFFICE	TSD240F4R0B060EB0D006000	TRANE
152910686D	RTU4 MAIN OFFICE	THD180G4RKA300B0D060004	TRANE
152812463L	RTU5 MAIN OFFICE	THC120F40A01C0B0A0060104	TRANE
2115C65652	RTU2 GYM AT ELEMENTAR	M50TCQA65A	CARRIER
1815C82660	RTU1 GYM AT ELEMENTAR	50TCQA06A2B5A0A0A0	CARRIER
309L143156985-02	PORT 58	W36H2-A05	BARD
309F133015396-02	FIELD HOUSE	W36H1-A05	BARD
132H011639218-01	FIELD RR	WA301-A10XX4XXX	BARD
1011U09263	GYM CU	38AUDA25A0A6A0A0A0	CARRIER
1911Q42270	GYM CU 3A	38APD04064A10020	CARRIER
1911Q42267	GYM CU 3B	38APD04064A10020	CARRIER
0811U07196	GYM CU 1	38AUDA25A0A6A0A0A0	CARRIER
	GYM CU 4	38AUZA14A0A6A0A0A0	CARRIER
	GYM CU 4A	38AUZA14A0A6A0A0A0	CARRIER
2111E11906	GYM CU 7	24ACB330A299	CARRIER
2111E01518	GYM CU 9	24ACB330A300	CARRIER
2111E11894	GYM CU C	24ACB330A300	CARRIER
2111E11877	GYM CU D	24ACB330A300	CARRIER



2209E06784	GYM CU E	24ACB348A600	CARRIER
0711G30039	GYM FRONT CU 5	39AUZA08A0A6A0A0A0	CARRIER
309B112777713-02	PORT 17	W36H1-A05	BARD
309B112777711-02	PORT 65	W36H1-A05	BARD
332M102745985-02	PORT 20	W42H1-A05	BARD
309C102692166-02	PORT 22	W36H1-A05	BARD
309C102692168-02	PORT 25	W36H1-A05	BARD
309K102729698-02	PORT 54	W36H1-A05	BARD
309C102692172-02	PORT 6A	W36H1-A05	BARD
309N0926668043-02	PORT 62	W36H1-A05	BARD
332N092666487-02	RM 402	W42H1-A05	BARD
154F092626274-02	UNIT1 GYM AT ELEMENTA	WH602-B09	BARD
154H092633764-02	UNIT2 GYM AT ELEMENTA	WH602-B15	BARD
154H092633765-02	UNIT3 GYM AT ELEMENTARY		BARD
154H092633437-02	UNIT4 GYM AT ELEMENTARY		BARD
	PORT 14	Missing plate info	BARD
126F072322574-02	PORT 72	WH422DA05RXXXXE	BARD
126F072345251-02	PORT 74	WH422DA05RXXXXE	BARD
126C072322576-02	PORT 82	WH422DA05RXXXXE	BARD
9907002895	RM 68 MINI SPLIT AHU	WMC24-1A	GOODMAN
2545440	RM 68 MINI SPLIT CU	HDC24-1AB	GOODMAN
6211RL4AD	B10 CU1	TWA120A300FB	TRANE
6224MSFBD	B17 AHU2	TWE120A300EL	TRANE
61212AEAD	B17 CU2	TWA120A300FB	TRANE
6224PCSBD	B17 AHU1	TWE120A300EL	TRANE
6211RL4AD	B17 CU1	TWA120A300FB	TRANE
40A0036310BC	B17 AHU3	3885A13354	CARRIER
1989E12161	B17 CU3	38YH03500DL	CARRIER
14035LNABA	B17 AHU4	TWE120E300AB	TRANE
14134NA64F	B17 CUA	4TWA3060B3000AA	TRANE
14134NAT4F	B17 CUB	4TWA3060B3000AA	TRANE
125M062138410-02	FIELD HOUSE C	WH361-A05	BARD
253B062149606-02	PORT 50	WA424DA10RX4XXX	BARD
253A051992278-02	PORT 51	WA424DA10RX4XXX	BARD
253B062150191-02	PORT 84	WA424DA10RX4XXX	BARD
140J062216190-02	PORT RR	WA242-A10VXXXXX	BARD
125M052104266-02	FIELD HOUSE B	WH361-A05	BARD
253A051992274-02	PORT 53	WA424DA10RX4XXX	BARD
253A051992266-02	PORT 57	WA424DA10RX4XXX	BARD
5231UE0BD	RM 62 AHU	TWE060A400EL	TRANE
51934832F	RM 62 CU	2TWA0072A4000AB	
5232K0TBD	RM 64 AHU	TWE120A300EL	TRANE
52246FPAD	RM 64 CU	TWA120A400FB	TRANE
522AWH660	RM 65 AHU	TWE060A400EL	TRANE
519349L2F	RM 65 CU	2TWA0072A4000AB	TRANE
5172RMCBD	RM 66 AHU	TWE120A300EL	TRANE
5204RB8AD	RM 66 CU	TWA120A400FB	TRANE



5283KCWBD	RM 67 AHU	TWA090A300EL	TRANE
5232YFAD	RM 67 CU	TWA090A400FB	TRANE
SC00000101160	GYM AHU1		MCQUAY
SCDC0001V1161	GYM AHU2	CAHV30FDAC	MCQUAY
SC00000101162	GYM AHU3		MCQUAY
SC00000101163	GYM AHU4	CAH010FDAC	MCQUAY
2811U29389	GYM FRONT AHU 5	40RUAA08A2A6A0A0A0	CARRIER
SCDC0001V1170	GYM AHU6	CAH003FDAC	MCQUAY
SCDC000101171	GYM AHU7	CAH003FDAC	MCQUAY
SC00000101164	GYM AHU8		MCQUAY
SC00000101165	GYM AHU9	CAH006FDAC	MCQUAY
	GYM AHU10		MCQUAY
18441911BA	RM 701 AHU3	TWE12043BAA00A	TRANE
18412324YA	RM 701 CU3	TWA12043DAB00	TRANE
18431647BA	RM 715 AHU1	TWE12043BAA00A	TRANE
18431266BA	RM 715 AHU2	TWE06043AAA00A	TRANE
18412323YA	RM 715 CU1	TWA12043DAB00	TRANE
18252G4D2F	RM 715 CU2	4TWA4060A3000AA	TRANE
309K173470114-02	PORT 1	W36H2-A05	BARD
	PORT 4	Missing plate info	
	PORT 11	Missing plate info	
	PORT 12	36WH2	BARD
	PORT 13	Missing plate info	MARVAIR
	PORT 15	W36H1-A05	BARD
	PORT 16	WH361-A05	BARD
309L163365656-02	PORT 18	W36H2-A10	BARD
309F173433793-02	PORT 19	WH36H2-A10	BARD
	PORT 2	Missing plate info	BARD
	PORT 21	AVP36HPA-05NO	MARVAIR
	PORT 24	AVP36HPA-05NO	MARVAIR
	PORT 26	AVP36HPA-05NO	MARVAIR
	PORT 27	Missing plate info	
	PORT 28	Missing plate info	MARVAIR
	PORT 29	Missing plate info	MARVAIR
	PORT 30	Missing plate info	MARVAIR
	PORT 52	Missing plate info	BARD
	PORT 56	Missing plate info	MARVAIR
	PORT 59	Missing plate info	MARVAIR
	PORT 6	Missing plate info	BARD
	PORT 6	W36H1-A05 and another w/mi	BARD
	PORT 60	Missing plate info	MARVAIR
	PORT 61	Missing plate info	MARVAIR
	PORT 63	Missing plate info	MARVAIR
	PORT 64	Missing plate info	BARD
36WH2A	PORT 78	58FA222085	BARD
	PORT 8	Missing plate info	
	PORT 80	S# 222086	



	PORT 90	Missing plate info	
	PORT 91	Missing plate info	
107J910691528	B4 REST ROOM	48WH6-A10N	BARD
1731YGS2F	CAFÉ CU10	4TWA7060A3000AA	TRANE
172016EMYA	CAFÉ CU11	TWA090D30RAB	TRANE
17173TJKYA	CAFÉ CU12	TWA090D30RAB	TRANE
17363L2WYA	CAFÉ CU13	TWA090D30RAB	TRANE
18394TSN2F	CAFÉ CU14	4TWR4060G1000	TRANE
18394THU2F	CAFÉ CU15	4TWR4060G1000	TRANE
18422483YA	CAFÉ CU16	TWA09043AAB	TRANE
17122MRYA	CAFÉ CU17	TWA090D30RAB	TRANE
17361UBMYA	CAFÉ CU18	TWA090D30RAB	TRANE
17313YNH2F	CAFÉ CU19	4TWA7060A3000AA	TRANE
17313X5D2F	CAFÉ CU2	4TWA7060A3000AA	TRANE
17361UBKYA	CAFÉ CU3	TWA090D30RAB	TRANE
17201XTPYA	CAFÉ CU4	TWA090D30RAB	TRANE
17363L2YYA	CAFÉ CU5	TWA090D30RAB	TRANE
18422480YA	CAFÉ CU6	TWA090D43AAB	TRANE
17362N5MYA	CAFÉ CU7	TWA090D30RAB	TRANE
18433T5J2F	CAFÉ CU8	4TWR4060G1000	TRANE
18422481YA	CAFÉ CU9	TWA09043AAAB	TRANE
17381R8SBA	CAFÉ DISH RM 536 AHU-2	TWE061D100AA	TRANE
184155D23V	CAFÉ KITCHEN AHU8	TEM6A0C60H51SBA	TRANE
17352R4HBA	CAFE RM 536 7.5 TON	AHITWE090A100AB	TRANE
17015KLXBA	CAFE RM 537 AHU4	TWE090D300AB	TRANE
17411X12BA	CAFE RM 537 AHU5	TWE090A100AB	TRANE
18371134BA	CAFE RM 537 AHU6	TWE09041AAA00	TRANE
18371136BA	CAFE RM 547 AHU16	TWE09041AAA00	TRANE
17193M1GBA	CAFE RM 547 AHU17	TWE090D300AB	TRANE
17352RF1BA	CAFÉ RM 547 AHU18	TWE090D100AB	TRANE
17391X4GBA	CAFE RM 547 AHU19	TWE061D100AA	TRANE
17411YJ5BA	CAFE RM AHU7	TWE090D100AB	TRANE
18371137BA	CAFE RM AHU9	TWE09041AAA00	TRANE
17381SSMBA	CAFÉ TEACHER LOUNGE AHU	TWE061D100AA	TRANE
343D163317305-02	RM 407	W48H2-A10	BARD
324M102745972-02	RM 408	60WH1-A10N	BARD
107J910690724	RM 602	48WH6-A10N	BARD
107J910690727	RM 603	48WH6-A10N	BARD
324K173469305-02	RM 605	W60H2-A05	BARD
324N163382464-02	RM 606	W60H2-A10	BARD
17173U62BA	AHU11 MECHANICAL ROOM	TWE090D300AB	TRANE
171821A7BA	AHU12 MECHANICAL ROOM	TWE090D300AB	TRANE
17352RMXBA	AHU13 MECHANICAL ROOM	TWE090A100AB	TRANE
18415NFN3V	AHU14 MECHANICAL ROOM	TEM6A0C60H51SBA	TRANE
184156UK3V	AHU15 MECHANICAL ROOM	TEM6A0C60H51SBA	TRANE
1842144W4F	CAFÉ CU1	4TWR4042G1000	TRANE



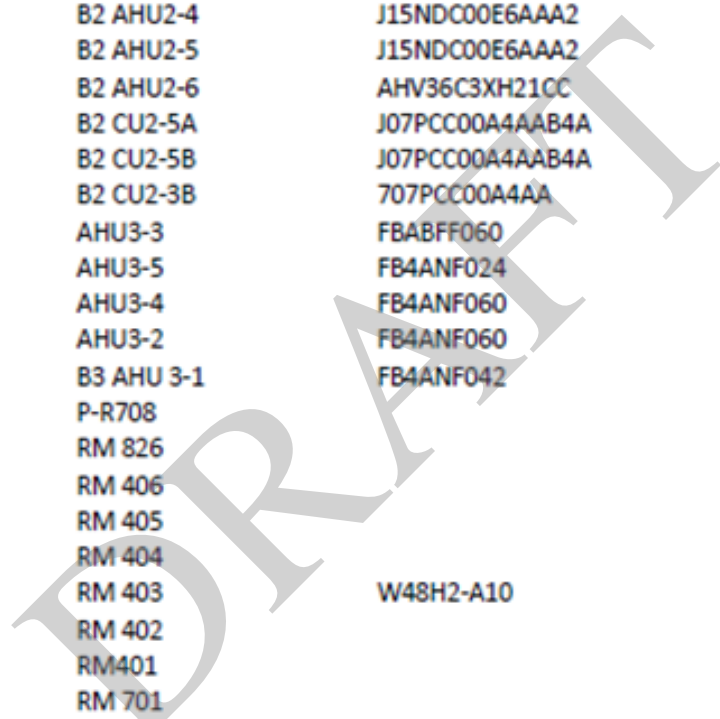
6224PCSBD	B7 AHU1	TWE120A300EL	TRANE
	B7 AHU2	TWE120A300EL	TRANE
	B7 CU2	TWA120A300FB	TRANE
3889A13354	B7 AHU3	40AQ036310BB	CARRIER
1989E12161	B7 CU3	38YHO30500DL	CARRIER
AVP48HPC09P-1000B1	B8 RM 800	HK14350	MARVAIR
AVP48HPC09P-1000B1	B8 RM 803	HK14349	MARVAIR
	RYAN ROSSANO CLUB HOUSE		WINDOW UNIT

MCCR AE ES

SERIALNUMBER	ASSETTAG	MODELNUMBER	MANUFACTURER
345L153274350	RM 630	W48H2-C09	BARD
345L153274341	RM 617	W48H2-C09	BARD
345L153274347	RM 506	W48H2-C09	BARD
345L153274344	RM 517	W48H2-C09	BARD
345L153274347	RM 506	W48H2-C09	BARD
345L153274348	RM 601	W48H2-C09	BARD
345L153274349	RM 509	W48H2-C09	BARD
345L153274346	RM 606	W48H2-C09	BARD
345L153274340	RM 622	W48H2-C09	BARD
345L153274348	RM 601	W48H2-C09	BARD
345L153274343	RM 530	W48H2-C09	BARD
345L153274350	RM 630	W48H2-C09	BARD
345L153274342	RM 614	W48H2-C09	BARD
345A132981441	RM 514	W48H2-C09	BARD
345F112806395	RM 625	W48H2-C09	BARD
1811X75927	B3 CU3-5	PH13NA0360	CARRIER
1810X73990	B3 CU3 LIEBERT	PH13NA0360	
222M082564703	RM 522	WH483-C09	BARD
222M082564703	RM 522	WH483-C09	BARD
3795A06460	B3 AHU3-6	FB4ANF018	CARRIER
W1L5053496	B2 CU2-6	YHJD36S44S4A	YORK
4494E01197	B3 CU3-1	38YCA042	CARRIER
3495E01590	B3 CU3-2	38YCB060	CARRIER
3495E01587	B3 CU3-4	38YCB060	CARRIER
3495E01588	B3 CU3-3	38YCB060	CARRIER
N1N6245034	B2 CU2-3A	J07PCC00A4AB4A	YORK
N1N6245035	B2 CU2-4A	J07PCC00A4A	YORK
N1N6245039	B2 CU2-4B	J07PCC00A4AAB4A	YORK
1210X73990	B3 LEIBERT AHU	PH13NA0360	LIEBERT
4394E00769	ADMIM CU1	38YCA048	CARRIER
3495E01637	ADMIN CU 5	38YCA060	CARRIER
4494E00567	ADMIN CU2-2	38YCA036	CARRIER
3495E01593	ADMIN CU2-1	38YCB060	CARRIER
4494E01211	ADMIN CU2	38YCA042	CARRIER
2195E01499	ADMINCU3	38YCB048	CARRIER



0995E16450	ADMIN CU4	38YCA060	CARRIER
3395A12651	B1 AHU5	FB4ANF060	CARRIER
3695A08065	B1 AHU1	FB4ANF048	CARRIER
32955A06876	B1 AHU2	FB4ANF042	CARRIER
3695A08064	BI AHU3	FB4ANF048	CARRIER
3395A12552	B1 AHU4 CLINIC	FB4ANF060	CARRIER
3395A12644	B2 AHU2-1	FB4ANF060	CARRIER
3695A09128	B2 AHU2-2	FB4ANF036	CARRIER
N1N6261964	B2 AHU2-3	J15NDC00E6AAA2	YORK
N1N6261965	B2 AHU2-4	J15NDC00E6AAA2	YORK
N1N6261963	B2 AHU2-5	J15NDC00E6AAA2	YORK
W1M6130305	B2 AHU2-6	AHV36C3XH21CC	YORK
N1N6245038	B2 CU2-5A	J07PCC00A4AAB4A	YORK
N1N62455040	B2 CU2-5B	J07PCC00A4AAB4A	YORK
N1N6245034	B2 CU2-3B	707PCC00A4AA	YORK
3395A12643	AHU3-3	FBABFF060	CARRIER
3595A07911	AHU3-5	FB4ANF024	CARRIER
3395A12596	AHU3-4	FB4ANF060	CARRIER
3395A12602	AHU3-2	FB4ANF060	CARRIER
3295A06872	B3 AHU 3-1	FB4ANF042	
N/A	P-R708		BARD
N/A	RM 826		BARD
N/A	RM 406		BARD
N/A	RM 405		BARD
N/A	RM 404		BARD
343N163382472	RM 403	W48H2-A10	BARD
N/A	RM 402		BARD
N/A	RM401		BARD
N/A	RM 701		BARD
N/A	RM 703		BARD
N/A	RM 501		BARD
N/A	RM 708		BARD
N/A	RM 823		BARD
N/A	RM 821		BARD
N/A	RM 806		BARD
N/A	RM 804		BARD
N/A	RM 802		BARD
N/A	RM 803		BARD
N/A	RM 801		BARD
N/A	RM 408		BARD
N/A	RM 407		BARD
N/A	RM 826		BARD
N/A	RM 706		BARD
N/A	RM 707		BARD
N/A	RM 842		BARD
N/A	RM 825		BARD
MISSING INFO	PORT 828		BARD





MISSING INFO	PORT 824		BARD
345L15327434502	ROOM 525	W48H2-C09	BARD
157C01160157702	ROOM 609	WH482-DC09	BARD
MISSING INFO	POD 705		BARD
MISSING INFO	POD 702		BARD
MISSING INFO	POD 704		BARD

WILKINSON ES

SERIALNUMBER	ASSETTAG	MODELNUMBER	MANUFACTURER
099A900635665	WES RM 424	W36H2-A10	BARD
309L143156974	WES P48	W36H2-A05	BARD
309B143099651-02	WES P36	W36H2-A05	BARD
309B143099648-02	WES P35	W36H2-A05	BARD
309L143156978	WES P2	W36H2-A05	BARD
MISSING INFO PLATE	WES P49		BARD
314A112772760	WES CAFÉ CUSTODIAL	W24H1-A08	BARD
309K102729706	WES P44	W36H2-A05	BARD
309K102729708-02	WES P12	W36H1-A05	BARD
309K102746245-02	WES P14	W36H1-A05	BARD
126C072318729	WES P22	WH422DA05	BARD
125J062222445	WES P31	WH361-A05	BARD
125C052012431	WES P33	WH361-A00	BARD
MISSING INFO PLATE	WES P68		BARD
MISSING INFO PLATE	WES P51		BARD
125L041953622-02	WES P40		BARD
309L173480874-02	WES P39	W36H2-A10	BARD
149H971121415	WES P17	WH482-A10	BARD
N1C8576005	WES CU 1A	J10PCC00A4CAB4	YORK
N1C8576006	WES CU 1B	J10PCC00A4CAB4	YORK
N1C8576004	WES CU 2A	J10PCC00A4CAB4	YORK
N1C8576020	WES CU 2B	J10PCC00A4CAB4	YORK
W1K7121445	WES STAGE AHU-3	AE60DBG21C	YORK
ACFMXT0055	WWES CAFÉ AHU-1	XTI-045X063	YORK
ACFMXT0064	WES CAFÉ AHU2	XTI-054X063	YORK
N1K7136514	WES KITCHEN CU	J15PCC00A45SL	YORK
N1K7136505	WES KITCHEN CU	J15PCC00A45SL	YORK
W1A7328730	WES OFFICE AHU8	AE60DBG21B	YORK
W1F7874367	WES AHU 11	AE60DBG21B	YORK
W1D7588418	WES AHU 9	AE60DBG21B	YORK
W1D7588442	WES AHU 10	AE60DBG21B	YORK
W1F7878538	WES CU-5	THE60B31SA	YORK
W1D7601248	WES CU 11	THE60B31SA	YORK
W1C7524790	WES CU 12	THE60B31SA	YORK
W1A8472271	WES STAGE CU 3	THE60B31SA	YORK
W1D7601251	WES CU 10	THE60B31SA	YORK
W1D7653047	WES CU 9	THE60B31SA	YORK



W1D7601128	WES CU 8	THE60B31SA	YORK
W1A7350852	WES CU 6	THE60B31SA	YORK
W1D7601126	WES CU 7	THE60B31SA	YORK
ALEMXT0145	WES KITCHEN AHU-3	XTI-057X084	YORK
107A900634941	WES RM 314	48WH6-A10N	TRANE
107A900634939	WES RM 310	48WH6-A10N	BARD
107A900634940	WES RM 305	48WH6-A10N	BARD
	WES RM 301	48WH6-A10N	BARD
099A900635664	WES RM 428	30WH6-A05N	BARD
107A900634847	WES RM 415	48WH6-A10N	BARD
107A900634948	WES RM 405	48WH6-A10N	BARD
107A900634946	WES RM 401	48WH6-A10N	BARD
	WES RM 408	48WH6-A10N	BARD
	WES RM 412	48WH6-A10N	BARD
	WES RM 420	48WH6-A10N	BARD
	WES RM	48WH6-A10N	BARD
	WES RM	48WH6-A10N	BARD
104P89063727	WES RM 508	48WH6-A10N	BARD
104P8906327	WES RM 512	48WH6-A10N	BARD
104P890632720	WES RM 520	48WH6-A10N	BARD
104P890632724	WES RM 523	48WH6-A10N	BARD
104P890632722	WES RM 528	48WH6-A10N	BARD
104P890632729	WES RM 515	48WH6-A10N	BARD
104P890632725	WES RM 505	48WH6-A10N	BARD
104P890632726	WES RM 501	48WH6-A10N	BARD
W1A7328828	WES OFFICE AHU5	AE60DBG21B	YORK
W1F7874368	WES OFFICE AHU6	AE60DBG21B	YORK
W1B7469423	WES OFFICE AHU7	AE60DBG21B	YORK
W1A7328621	WES AHU 12	AE60DBG21B	YORK
MISSING INFO PLATE	WES P61		BARD
MISSING INFO PLATE	WES P62		BARD
MISSING INFO PLATE	WES P63		BARD
MISSING INFO PLATE	WES P64		BARD
MISSING INFO PLATE	WES P66		BARD
MISSING INFO PLATE	WES P52		BARD
MISSING INFO PLATE	WES P50		BARD
MISSING INFO PLATE	WES P47		BARD
MISSING INFO PLATE	WES P46		BARD
MISSING INFO PLATE	WES P45		BARD
MISSING INFO PLATE	WES P43		BARD
MISSING INFO PLATE	WES P42		BARD
MISSING INFO PLATE	WES P41		BARD
MISSING INFO PLATE	WES P38		BARD
MISSING INFO PLATE	WES P37		BARD
MISSING INFO PLATE	WES P34		BARD
MISSING INFO PLATE	WES P3		BARD
MISSING INFO PLATE	WES P4		BARD



MISSING INFO PLATE	WES P5	BARD
MISSING INFO PLATE	WES P6	BARD
MISSING INFO PLATE	WES P7	BARD
MISSING INFO PLATE	WES P8	BARD
MISSING INFO PLATE	WES P10	BARD
MISSING INFO PLATE	WES P11	BARD
MISSING INFO PLATE	WES P13	BARD
MISSING INFO PLATE	WES P15	BARD
MISSING INFO PLATE	WES P16	BARD
MISSING INFO PLATE	WES P18	BARD
MISSING INFO PLATE	WES P20	BARD
MISSING INFO PLATE	WES P1	BARD

WILKINSON MS

SERIALNUMBER	ASSETTAG	MODELNUMBER	MANUFACTURER
309L163365663-02	PORT 96 B	W36H2-A10	BARD
309D163317589	PORT 42	W36H2-A05	BARD
309D16331785	PORT 21	W36H2-A05	BARD
A150786378	B7 ROOM 777 AHU	WAHL604A	ICP
1914J12937	B3 CU8	4HP13L49P-7A	DUCANE
SA11694	B3 AHU 8	BCS3M48C00NA1P	ALLIED AIR
14062WJGBA	GYM AHU A	TWE090A300CA	TRANE
14115KTWAV	GYM AHU B	GAM5B0836M31SAA	TRANE
14113LN98A	GYM AHU C	TWE090A300CA	TRANE
14042YGJYA	GYM CU A	TWA090D30RAA	TRANE
14121UYM4F	GYM CU B	4TWA3036A3000CA	TRANE
14081W97YA	GYM CU C	TWA090D30RAA	TRANE
A121685404	B3 LIBRARY AHU 4	WAHM48A2	ICP
309D122897042	PORT 4	W36H1-A05	BARD
343H122912819	PORT 11	W48A1-A10	BARD
309L122954513	PORT 25	W361H10A05	BARD
A115485817	RM 760 AHU	WCH060642	ICP
X111561279	RM 760 CU	WCH3604GKA1	ICP
X11172148	RM 715 CU	WCH3364GKA1	NORDYNE
A110169380	RM 715 AHU	WAHM364A2	ICP
1911X64491	RM 767 CU	PH13NR060	ICP
A121685404	B3 LIBRARY AHU 3	WAHM48A2	ICP
X113060877	B3 LIBRARY CU 3	WCH3484GKA2	ICP
309K112835747	PORT 6	W36H1-A05	BARD
309K112835760	PORT 30	W36H1-A05	BARD
324M102749224	BLD 6	W60H1-A05	BARD
GBD090705133	RM 758 AHU	GB5BM060K	NORDYNE
JTA090602407	RM 758 CU	JT5BD060K	NORDYNE
JTA090400969	B3 CU 6	JT4BD060K	NORDYNE
GBD090903689	B3 AHU 6	GB5BM060K	NORDYNE
10104M58AD	CAFÉ KITCHEN CU	TTA120B400CA	TRANE



10341ML8BA	CAFÉ KITCHEN AHU	TWE120E300AA	TRANE
GBD090703866	RM 729 AHU	GB5BM036K	NORDYNE
JTA090602499	RM 729 CU	JT5BD036K	NORDYNE
	RM 757 AHU	GB3BM060K	NORDYNE
JTD040900145	RM 757 CU	JT3BC060K	NORDYNE
	B3 AHU 6		
326P092671170	GYM D	W60H1-C09	BARD
326P092671176	GYM E	W60H1-C09	BARD
326P092671179	GYM F	W60H1-C09	BARD
326P092671171	GYM G	W60H1-C09	BARD
326p092671169	GYM H	W60H1-C09	BARD
326P092671180	GYM I	W60H1-C09	BARD
JTA080600721	RM 722 CU	JT5BD036K	NORDYNE
GBF080301220	RM 722 AHU	GB5BMT36K	NORDYNE
GBD080703392	RM 780 AHU	GB5BMT60K	NORDYNE
JTF080402375	RM 780 CU	JT5BD060K	NORDYNE
GBF080302094	B3 RM 309	GB5BMT30K	NORDYNE
JTF080302346	B3 RM 309 CU	JT5BD030KA	NORDYNE
	B3 RM 311 AHU 5		
GBD080302682	B3 AHU 4 LIBRARY	GB5BMT60K	NORDYNE
JTF080104068	B3 LIBRARY CU 4	JT5BD060K	NORDYNE
125F082501218	PORT 8	WH361-A05	BARD
125D082488389	PORT 10	WH361-A05	BARD
JTF070102809	RM742 CU	JT5BD060K	NORDYNE
GBD0070805	RM 776 AHU	GB5BMT60K	NORDYNE
JTF070701940	RM 776 CU	JT5BD060K	NORDYNE
GBA070603742	B3 RM 302 AHU 1	GB5BMT30K	NORDYNE
JTA070801210	B3 RM 302 CU 1	JT5BD030KA	NORDYNE
309N092668029	PORT 26	W361H10A05	BARD
GBD040710661	B7 ROOM 767 AHU	GB3BM-060K-C-10B	NORDYNE
GBD060900160	RM 742 AHU	GB5BMT60K	NORDYNE
GBD060611931	RM 739 AHU	GB5BMT60K	NORDYNE
JTF060601952	RM 749 CU	JT5BD060K	NORDYNE
125A062138412	PORT 2	WH361-A05	BARD
JTF050403932	RM 701 CU	JT3BA048KA	NORDYNE
GBD050806667	RM 701 AHU	GB3BM048K	NORDYNE
JTD040700634	RM 716 CU	JT3BC048K	NORDYNE
JTD040601884	RM 702 CU	JT3BC060K	NORDYNE
GBD040814228	RM 702 AHU	GB3BM060	NORDYNE
GDD04051D614	RM 716 AHU	GB3BM060K	NORDYNE
JTD040602358	RM 775 CU	JT3BC060K	NORDYNE
125M041968089	PORT 23	WH361-A05	BARD
JTF080302346	B3 CU2	JT5BD-030KA	NORDYNE
GBB01060420	B3 AHU 9	GB3BM060K	NORDYNE
	B3 CU 9		
P076K15AH	WJHS BLDG 6 CU20	TTA180B400CC	TRANE
P123SMPAH	WJHS BLDG 6 CU21	TTA120B400CA	TRANE



TRANE®



17204R7DYA	B5 RM504 CU18	TTA120H400AA	TRANE
17196AB8YA	B5 RM500 CU17	TTA120H400AA	TRANE
171723RAYA	B5 RM508 CU19	TTA90G400AA	TRANE
17015MP1YA	B4 CU11	TTA120J400AA	TRANE
17235MJ33F	B4 RM112 CU12	4TTR4030L1000AA	TRANE
17235ME53F	B4 RM 118 CU13	4TTR4030L1000AA	TRANE
172436D8AF	B4 RM 116 CU14	4TTR4030L1000AA	TRANE
17235MHC3F	B4 RM 105 CU8	4TTR4030L1000AA	TRANE
1725330NAF	B4 RM 107 CU7	4TTR4030L1000AA	TRANE
17142UDEVA	B4 CU 16	TTA120J400AA	TRANE
17215PGJ5F	B1 CU3	4TTA4060A4000AA	TRANE
17202U7AYA	B1 CU1	TTA120H400AA	TRANE
17163M94YA	B1 CU 2	TTA090G400AA	TRANE
C18B01366	CAFÉ CU4	RAUJC25	TRANE
C18B01365	CAFÉ CU5	RAUJC20	TRANE
K18C23841	CAFÉ AHU 4	CSAA010UAL00	TRANE
K99D78505M	CAFÉ AHU 5	MCCA021UB00	TRANE
P064PH5H	RM 508 AHU 19	TWE090A300CA	TRANE
	RM 504 AHU 18		TRANE
P253K475H	RM 500 AHU 17	TWE090A300CA	TRANE
P19506B6H	B6 AHU 20	TWE180B400CA	TRANE
K99D78520M	B4 AHU 11	MCCA003GAV	TRANE
P213MUR5H	B6 AHU21	TWE120B300CA	TRANE
P2537JR1V	B4 AHU10	TWE036C140B0	TRANE
17234GS73F	B4 RM 103A CU10	4TTA4036A3000AA	TRANE
17193PXX3F	B4 RM 101 CU9	4TTA4036A3000AA	TRANE
M462ME2FF	B8 CU2A	TWA060C300A2	TRANE
M471L19FF	B8 CU2B	TWA060C300A2	TRANE
M022HHD5H	B8 AHU 2	TWE120B300BB	TRANE
m022hxe5h	B8 AHU 1	TWE120B300BB	TRANE
M471LYKFF	B8 CU 1B	TWA060C300A2	TRANE
M462MH1FF	B8 CU 1A	TWA060C300A2	TRANE
J05856552	B7 ROOM 775 AHU	TWE065E130A0	TRANE
J07265381	MEDIA EAST CU A	TWS760A100B0	TRANE
J10206843	MEDIA EAST CU C	TWS760A100B0	TRANE
J07860096	MEDIA EAST AHU10	TWE065E130A0	TRANE
GBD09090369	B3 RM 315 AHU 7	GB5BM060K	TRANE
G16294322	B3 CU 7	TWS736A100A3	TRANE
	222 PORT 3		BARD
H03B	PORT 5	AVP36HRA-05NO	BARD
	PORT 7		BARD
	PORT 9		BARD
	PORT 48A		BARD
	PORT 48B		BARD
	PORT 22		BARD
	PORT 24		SUN
	PORT 27		BARD



P14251898	PORT 40 B3 CU 5 RM 311	TWS730A100A3	BARD TRANE
309L163365658	PORT 43		BARD
309D163317592	PORT 41		BARD
X144576139	PORT 42 B		BARD
	MEDIA EAST CU B	WCH3604GKC100	ICP
	PORT 96 A		MARVAIR
171911CABA	B-1 AHU-1	TWE120E300AC	TRANE
172048X1BA	B-1 AHU-2	TWE090D300BA	TRANE
17174242BA	B-1 AHU-3	TWE061D400AA	TRANE

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APPENDIX: ASHRAE EQUIPMENT AGE GUIDELINES

ASHRAE Equipment Life Expectancy chart

ASHRAE is the industry organization that sets the standards and guidelines for most all HVAC-R equipment. For additional info about ASHRAE the website is www.ashrae.org.

Equipment Item	Median Years	Equipment Item	Median Years	Equipment Item	Median Years
Air conditioners		Air terminals		Air-cooled condensers	20
Window unit	10	Diffusers, grilles, and registers	27	Evaporative condensers	20
Residential single or Split Package	15	Induction and fan coil units	20	Insulation	
Commercial through-the wall	15	VAV and double-duct boxes	20	Molded Blanket	20
Water-cooled package	15	Air washers	17		24
Heat Pumps		Ductwork	30	Pumps	
Residential air-to-air	15	Dampers	20	Base-mounted	20
Commercial air-to-air	15	Fans		Pipe-mounted	10
Commercial water-to-air	19	Centrifugal	25	Sump and well	10
Roof-top air conditioners		Axial	20	Condensate 15	
Single-zone	15	Propeller	15	Reciprocating engines	20
Multi-zone	15	Ventilating roof-mounted	20	Steam turbines	30
Boilers, hot water (steam)		Coils		Electric motors	18
Steel water-tube	24 (30)	DX, water, or steam	20	Motor starters	17
Steel fire-tube	25 (25)	Electric	15	Electric transformers	30
Cast iron	35 (30)	Heat Exchangers		Controls	
Electric	15	Shell-and-tube	24	Pneumatic	20
Burners	21	Reciprocating compressors	20	Electric	16
Furnaces		Packaged chillers		Electronic	15
Gas- or oil-fired	18	Reciprocating	20	Valve actuators	
Unit heaters		Centrifugal	23	Hydraulic	15
Gas or electric	13	Absorption	23	Pneumatic	20
Hot water or steam	20	Cooling towers		Self-contained	10
Radiant Heaters		Galvanized metal	20		
Electric	10	Wood	20		
Hot water or steam	25	Ceramic	34		



"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, Clay County District Schools ("District"), and all Board officers and employees.

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. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
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 will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

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. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. 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.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. 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. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
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:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**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 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, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* 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 recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter “Confidential Information”). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR’s facilities and equipment. 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. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. 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. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR’s duties under this Agreement, and will specifically:
 - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement (“Agreement Data”) which come within the definition of a “public record” under Chapter 119.
 - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR’s possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC’s information technology systems.
 - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District’s duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - b) CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR’s failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

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. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

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: Clayton Anderson

School/Department Name: Director of Maintenance

Mailing Address: 900 Walnut Street, Green Cove Springs, FL 32043

Phone #: 904-336-0300 Email Address: _____

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

CONTRACTOR

By: _____

By: _____

Print Name: Ashley Gilhousen

Print Name: Joe Follenweider

Title: Board Chair

Title: General Sales Manager

Date: _____

Date: 5/6/2021

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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: Trane U.S. Inc.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: Joe Follenweider

Title of Authorized Representative: General Sales Manager

Date: 5/6/2021

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: Trane U.S. Inc

Signature of Authorized Representative: _____

Print Name of Authorized Representative: Joe Follenweider

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: Trane U.S. Inc

Joe Follenweider
Printed Name

General Sales Manager
Title of Authorized Representative

Signature: _____

Date: 5/6/2021

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: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)

(Signature)

General Sales Manager
(Title)

5/6/2021
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Joe Follenweider). 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* Trane U.S. 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* Trane U.S. 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: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)

(Signature)

General Sales Manager
(Title)

5/6/2021
(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.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Signature

Trane U.S. Inc.

Company Name



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

Version July 14, 2022

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.

December 12, 2024 Regular School Board Meeting

Title

C19 - Change Order #4 for Clay High School Parking Lot Renovation/Redesign

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 or staff prior to submission to the School Board for approval. This change order is for a time extension of sixty (60) days added to the final completion date.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Change Order #4.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

[☞ Change Order #4 for CHS Parking Lot Renovation](#)



AIA Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
23018 Clay High School Parking Lot
2025 State Road 16W
Green Cove Springs, FL 32043

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 07, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: December 12, 2024

OWNER: *(Name and address)*
Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32043

ARCHITECT: *(Name and address)*
Altman + Barrett Architects
P.O. Box 665 / 117 W. Main Street
Hahira, GA 31632

CONTRACTOR: *(Name and address)*
D.E. Scorpio, Inc. dba Scorpio
4655 Salisbury Road, Suite 375
Jacksonville, FL 32256

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Extension of Final Completion Date by 60 days.

Original Contract to amend Final Completion Date of October 04, 2024 to December 03, 2024.


Total = \$0.00

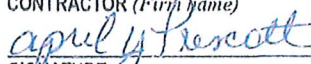
The original Contract Sum was	\$ 2,839,007.00
The net change by previously authorized Change Orders	\$ -231,093.92
The Contract Sum prior to this Change Order was	\$ 2,607,913.08
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 2,607,913.08

The Contract Time will be increased by Sixty (60) days.
The new date of Final Completion will be December 03, 2024.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Altman + Barrett Architects
 ARCHITECT *(Firm name)*

 SIGNATURE
 Walter Altman, Principal
 PRINTED NAME AND TITLE
 October 21, 2024
 DATE

D.E. Scorpio, Inc. dba Scorpio
 CONTRACTOR *(Firm name)*

 SIGNATURE
 April Prescott, PM
 PRINTED NAME AND TITLE
 10.21.24
 DATE

Clay County District Schools
 OWNER *(Firm name)*

 SIGNATURE

 Board Chair
 PRINTED NAME AND TITLE

 DATE

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 User Notes: (3B9ADA3C)

**SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER #4**

SDCC PROJECT NAME: Clay High School Parking Lot Renovation/Redesign

SDCC PROJECT NUMBER: C-1-23/24

ADDITIONAL INFORMATION:

No additional costs will be incurred. Due to coordination with St. Johns River Water Management District on updates relating to the as-built drawings, sixty (60) additional days will be needed to achieve final completion.

TOTAL CHANGE ORDER AMOUNT: \$0.00

Sixty (60) additional calendar days will be needed to achieve final completion for this change order. The substantial completion date was August 5, 2024. The new final completion date is December 3, 2024.

December 12, 2024 Regular School Board Meeting

Title

C20 - Final Completion of Clay High School Parking Lot Renovation/Redesign

Description

Establish a final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/engineer, has reached final completion on November 18, 2024, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Final Completion.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director of Facility Planning & Construction, (904) 336-6852, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

- ☞ [Certificate of Final Completion for CHS Parking Lot Renovation](#)



School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Clay High School Parking Lot Renovation/Redesign

School: Clay High School

CCDS Project Number: C-1-23/24 / Permit No. 20240304

OEFS Project Number: 4922-1


Project Architect: Altman + Barrett Architects

Project Contractor: Scorpio

Date of Final Completion: November 18, 2024


Signature: Contractor


Date: 11-18-24


Signature: Architect/Engineer

Date: 11/18/2024


Signature: Project Manager

Date: 11-18-24


Signature: Code Enforcement

Date: 11/18/2024

December 12, 2024 Regular School Board Meeting

Title

C21 - Fleming Island High School HVAC Repair/Replacement Contract Award

Description

The Fleming Island High School HVAC Repair/Replacement project was listed and approved by the School Board as part of the 2024/25 Educational Facilities Plan (EFP). The district will be utilizing the DCPS RFP N 08/19 –TW –HVAC Maintenance Bid. Per School Board policy, contracts over \$500,000.00 must be approved by the School Board of Clay County; therefore, this contract is being presented for approval.

Gap Analysis

Fleming Island High School is in need of HVAC repair/replacement.

Previous Outcomes

N/A

Expected Outcomes

Upon approval by the Board, we expect the awarded vendor to provide quality construction services as specified for the Fleming Island High School HVAC Repair/Replacement.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Award the contract to Trane U.S., Inc. using the DCPS RFP N 08/19 –TW – HVAC Maintenance Bid in the amount of \$----3,447,318.40.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

The contract amount of \$3,447,318.40 is available in the Educational Facilities Plan.

Review Comments

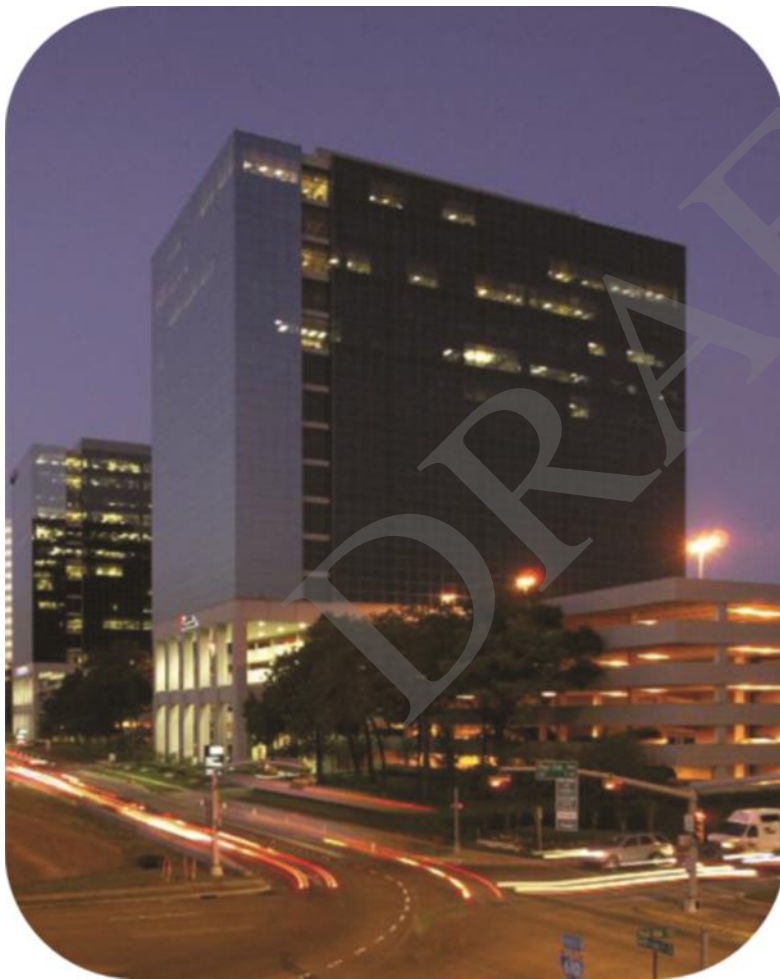
Attachments

- 🔗 [FIH HVAC Repair Replacement Contract](#)
- 🔗 [FIH HVAC Repair Replacement Contract Continued](#)



Trane Turnkey Proposal

CCSB Fleming Island HS HVAC Upgrades 2024



Turnkey Proposal For:

Josh Goff
School Board Of Clay County
814 WALNUT STREET
Green Cove Springs, FL 32043-3204

Local Trane Office:

Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256

Local Trane Representative:

Bert Bost / Boone Lewis
Office Phone: (904) 363-6088

Proposal ID: 7857260-1

Date: November 6, 2024

Prepared For:

Josh Goff

Date:

November 6, 2024

Job Name:

CCDS Fleming Island HS HVAC Upgrades 2024

Proposal ID:

7857260-1

Delivery Terms:

Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:

Net 30

State Contractor License Number:

CM-C1249843

Proposal Expiration Date:

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Jim Johnson and based on the site surveys performed.

Mechanical Installation

- Install (12) owner provided AHUs (not included in this proposal).
- Demolition of (12) existing AHUs located in mechanical rooms/mezzanines.
- Disconnect (5) ERUs in mechanical mezz for refurbishment.
- Disassembly and reassembly of units to get them into the mechanical room is included.
- Furnish and install sheet metal duct tie-ins.
- Furnish and install pipe and ductwork thermal insulation to match existing.
- Install (2) New owner provided ductless split systems for kitchen dry storage (not included in this proposal).
- Re-pipe ALL Air Handling Units CHW piping to existing valves.
- General Construction services required for access to 2nd floor louvers for AHU removal.
- Concrete work to extend or modify existing concrete pads.
- Fencing modifications and around condensers if ground mounted, as needed.
- General Construction services required for removal and replacement of handrails and assembly of scaffolding/temporary platforms.
- Fabricate and install refrigerant piping to connect new equipment located in dry storage.
- Insulate new piping with foam glass and thermal/vapor paper jacket.
- Insulate new piping joints/specialties with closed cell rubber insulation (Armaflex).
- Plumbing materials and tie in for condensate drains.
- Clean existing RH Coils in (135) existing VAVs
 - All VAVs appear to be in accessible locations upon plan review. If cutting or patching is required to access a VAV it will be at additional cost, or the discretion of the customer to perform that work themselves
 - VAVs found to be inoperable during cleaning will be list for the customer and can be replaced at additional cost.
- Clean existing RH coils cafeteria HVAC system (10) each.
- Perform and document proper start-up on new equipment.
- Remove inoperable return fans and repair ductwork as needed (supply fans sized for required static pressure).

Electrical Installation

- Provide material and labor to disconnect (12) existing air handling units as required for replacement.
- Provide material and labor to install 1–600-volt 60 amp fused heavy duty disconnect switch and connect (12) new air handler units as required.
- Provide material and labor to disconnect (5) existing ERU units as required for refurbishment.
- Provide material and labor to install 1–600-volt 60 amp fused heavy duty disconnect switch and connect (5) Refurbishes ERU units as required.

- Provide material and labor to install 2–208-volt 30-amp circuits with 250 volt 2-pole 30-amp non-fused heavy duty disconnect switch and connect (2) new mini-split AC condensers at cafeteria/kitchen as required including service outlets where required.
- Provide material and labor to install mini-split cable from the new AC condensers to the new air heads as required

Building Automation and Controls Scope

- Disconnect existing units from building automation system prior to replacement/refurbishment
- Reconnect new and refurbished units to existing building automation system.
- Includes new communication devices needed to make new units communicate with existing building automation system.
- Includes programming and graphics update.
- Includes software licenses needed to ensure system communicates.
- Provide and install new CHW control valves and actuators.
- Provide and install clear lockboxes on T-Stats in Kitchen (mini splits).
- Provide and install differential pressure sensor in piping (exact AHU/location TBD) for communication to CHW controller.

ERU Refurbishment Scope (ERU-1, AHU-1, 14, 15, 20)

- Remove fan from the unit and dispose.
- Remove chilled water coil from the unit and dispose.
- Install new owner provided Fan Array Assembly (not included in this proposal).
- Sand/Grind the interior and flooring/drain pan of the unit.
- Reinforce where necessary with new sheet metal.
- Coat complete interior cabinet with Blygold Coatings.
- Coat the flooring with Blygold Refamac 9977 two-component self-leveling floor.
- Install owner provided replacement energy recovery wheels (not included in this proposal).
- Install owner provided new coils in the unit and connect piping (not included in this proposal).
- Build fan wall and connect power.

Test and Balance Scope

- This proposal includes test and balance labor and materials to verify all systems operate to design according to original design documents. This includes readings at AHUs, ERUs, and terminal boxes.
- In some limited cases, it may include readings at the air distribution devices.

Proposal Notes/ Clarifications

- Price is valid for 30 Days
- **This proposal includes a Payment and Performance Bond**
- **This proposal includes temporary air conditioning for gym and front office during construction.**
- This proposal does NOT include engineering or engineered plans.
- 25% of the contract amount will be billed at the beginning of the job for equipment release and mobilization.
- Please expect progress billings for projects lasting more than one month.
- **This proposal does not contain furnishing, installing, removal and reinstallation, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.**
- **This proposal does NOT include any fire protection scope.**
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- This proposal does not include anything NOT mentioned in the scope above
- Bid Bond not included.
- Guarantee of any energy, operational, or other savings are not included.

DRAFT



Pricing and Acceptance

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law)\$ 2,349,581.60

This proposal is prepared in compliance with the DCPS RFP N08/19-TW- HVAC Maintenance contract. Addendum A CCSB District purchase order terms and conditional apply. Pricing backup form is provided.

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Respectfully submitted,

Bert Bost / Boone Lewis
Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256
Office Phone: (904) 363-6088

CUSTOMER ACCEPTANCE School Board of Clay County	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: CM-C1249843

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY).** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

DRAFT



TRANE®

TRANE JACKSONVILLE
8929 WESTERNWAY
JAX.,FL. 32256
904-363-6088

CCSB TRANE SERVICE FIELD QUOTATION

Date: 11/6/2024

Project: CCSB Fleming Island HS HVAC Upgrades

Customer: Clay County School District

Location: Fleming Island HS

Customer Contact: Josh Goff

Trane is pleased to offer you this proposal for the following services:

See Proposal 7857260-1

Our Price for this scope of work is **\$2,349,581.60**

Notes:

- 1 Work to be performed during normal working hours Monday - Friday 8:00 AM - 4:30 PM exclusive of holidays unless overtime is specified in the above scope of work
- 2 Any service not listed is not included in this quotation. Time for delays will be billed
- 3 This quotation is valid for 30 days from above date of quote
- This quotation is prepared in compliance with DCPS RFP N. 08/19-TW - HVAC
- 4 Maintenance
- 5 PREVAIL-Terms and Conditions per DCPS RFP N. 03-12/LG, CCSB Purchase Order Addendum A

Submitted by Service Technician: N/A

Work Authorized and price accepted by Customer: _____

Date of Acceptance: _____

Customer:	Clay County Schools
Job Location:	Fleming Island HS
Quote Requested by:	
Phone:	
Technician:	NA

		Only Yellow Cells Are Edited		
Regular Time Labor Hours(include Travel Time to and from job each work day)	# of hours	Billable Rate		Sell Price
Service Technician Labor				
Exhibit B, Item 21 - Service Call First 1/2 hour	0.0	\$ 86.67		\$0.00
Exhibit B, Item 22 - Service Call Hourly Rate	0.0	\$ 173.33		\$0.00
Exhibit B, Item 23 - HVAC Helper / Apprentice	0.0	\$ 135.71		\$0.00
Exhibit B, Item 24 - Journeyman Mechanic	360.0	\$ 173.33		\$62,398.80
Exhibit B, Item 25 - Site Supervisor	640.0	\$ 188.48		\$120,627.20
Exhibit B, Item 26 - Project Manager	1280.0	\$ 196.02		\$250,905.60
Exhibit B, Item 27 - FL Registered PE	0.0	\$ 263.88		\$0.00
Exhibit B, Item 28 - Engineering Technician / CADD Operator	0.0	\$ 194.12		\$0.00
Exhibit B, Item 29 - Labor / Overhead / Profit (outsourced labor) (labor cost/hr x Bid Multiplier = sellprice/hr)		\$ -	1.6	\$0.00
Labor Subtotal	2280.0			\$433,931.60

Material List - Exhibit B Item 30, (20% Max Profit)	Quantity	Unit Cost	Markup	Sell Price
HVAC Installation - Misc Mechanical Materials	1.0	\$22,500.00	1.25	\$28,125.00
HVAC Installation - Misc Elec Materials	1.0	\$13,000.00	1.25	\$16,250.00
	0.0	\$0.00	1.25	\$0.00
	0.0	\$0.00	1.25	\$0.00
	0.0	\$0.00	1.25	\$0.00
	0.0	\$0.00	1.25	\$0.00
Material Subtotal		\$35,500.00		\$44,375.00
Freight (YES or NO to include freight in estimate)	YES	\$0.00		#VALUE!

Subcontractor - Exhibit B Item 31 (25% Max Profit)	Quantity	Unit Cost	Markup	Sell Price
Mechanical	1.0	\$1,305,630.00	1.25	\$1,632,037.50
Electrical	1.0	\$68,000.00	1.25	\$85,000.00
Controls	1.0	\$47,000.00	1.25	\$58,750.00
Test and Balance	1.0	\$52,500.00	1.25	\$65,625.00
Bond	1.0	\$23,890.00	1.25	\$29,862.50
Subcontractor Subtotal		\$1,497,020.00		\$1,871,275.00

Quote Summary		
Materials	\$44,375.00	
Labor	\$433,931.60	
Subcontractors	\$1,871,275.00	
Total Sales Price Quote to Customer	\$2,349,581.60	
Contingency Percentage (If necessary)	0%	\$0.00



"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, Clay County District Schools ("District"), and all Board officers and employees.

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. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
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 will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

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. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. 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.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. 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. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
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:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**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 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, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* 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 recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. 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. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. 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. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

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. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

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:

* Joe Follenweider	Digitally signed by * Joe Follenweider Date: 2021.05.06 12:24:56 -04'00'
--------------------	---

Print Name: _____

Print Name: Joe Follenweider

Title: _____

Title: General Sales Manager

Date: _____

Date: 5/6/2021

DRAFT

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:

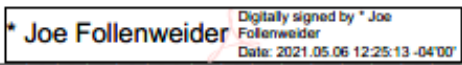
Exhibit # 1

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: Trane U.S. Inc.

Signature of Authorized Representative:  * Joe Follenweider
Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:25:13 -0400

Printed Name of Authorized Representative: Joe Follenweider

Title of Authorized Representative: General Sales Manager

Date: 5/6/2021

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: Trane U.S. Inc

Signature of Authorized Representative:

* Joe Follenweider	Digitally signed by * Joe Follenweider Date: 2021.05.06 12:25:39 -04'00'
--------------------	---

Print Name of Authorized Representative: Joe Follenweider

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: Trane U.S. Inc

Joe Follenweider

Printed Name

Signature:

 Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:25:55 -04'00'

General Sales Manager

Title of Authorized Representative

Date: 5/6/2021

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: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)



Digitally signed by " Joe Follenweider
Date: 2021.05.06 12:26:15 -04'00'

(Signature)

General Sales Manager
(Title)

5/6/2021
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Joe Follenweider). 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* Trane U.S. 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* Trane U.S. 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: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)



(Signature)

General Sales Manager
(Title)

5/6/2021
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

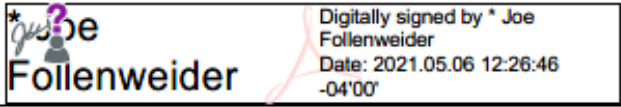
Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.


Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:26:46 -04'00'
Signature

Trane U.S. Inc.
Company Name



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: CCSB

Date: November 06, 2024

Job Name:

CCSB Fleming Island HS HVAC Upgrades

Proposal Number: H2-105475-10329-1

Opportunity ID: 7857260

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Performance Climate Changer (CSAA) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU4G-k02c347	1	Performance Climate Changer (CSAA)	CSAA040UA

Product Data - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU4G-k02c347

Unit level options

- Indoor unit
- Unit size 40
- 6in. integral base frame
- UL listed unit
- Stainless Steel Drain Pan
- Field Provided (mtrs, lights, controls)
- Field installed controls
- 5-year Parts and Labor
- 2in. filter frame – MERV8
- Hot water heating coil – 1 row
- CHW cooling coil – 8 row
- Supply fan - NEMA premium compliant ODP
- Voltage 460/3
- 10 HP Supply Fan w/ Supply fan VFD
- Inverter balance with shaft grounding
- 5-year Parts and Labor Warranty

Tag Data - Performance Climate Changer (UCCA) (Qty: 11)

Item	Tag(s)	Qty	Description	Model Number
E1	AHU3 - K02C342	1	Performance Climate Changer (UCCA)	UCCAG25C0G0FL082000000FD865DA0000000 B0B1
E2	AHU2- K02C3566	1	Performance Climate Changer (UCCA)	UCCAG12C0G0FM022000000ED873DA0000000 B0B1
E3	AHU8- K02C3452	1	Performance Climate Changer (UCCA)	UCCAG21C0G0FM022000000ED869DA0000000 B0B1
E4	AHU12- K02C345	1	Performance Climate Changer (UCCA)	UCCAG30C0G0FL082000000FD867DA0000000 B0B1
E5	AHU13- K023476	1	Performance Climate Changer (UCCA)	UCCA25C0G0FM022000000ED864DA0000000 B0B1

E6	AHU7-K02C3476	1	Performance Climate Changer (UCCA)	UCCA17C0G0FM022000000GD881DA0000000B0B1
E7	AHU11-K02C345	1	Performance Climate Changer (UCCA)	UCCA17C0G0FM022000000FD871DA0000000B0B1
E8	AHU10-K02c347	1	Performance Climate Changer (UCCA)	UCCA17C0G0FM022000000FD872DA0000000B0B1
E9	AHU9-k02c3453	1	Performance Climate Changer (UCCA)	UCCA17C0G0FL022000000FD867DA0000000B0B1
E10	AHU6-k02c3475	1	Performance Climate Changer (UCCA)	UCCA17C0G0FM022000000ED875DA0000000B0B1
E11	AHU5	1	Performance Climate Changer (UCCA)	UCCA17C0G0FL042000000ED874DA0000000B0B1

Product Data - Performance Climate Changer (UCCA)

All Units

Performance Climate Changer (UCCA)
 460/60/3
 Indoor unit
 Stainless Steel Drain Pan, LH Coil / LH Motor & Drive Location
 Terminal block plus starter or disconnect
 No electric heat
 FC or DDP fan w/VFD and shaft grounding - Horizontal DDP fan with front top discharge
 Direct drive plenum fan / motorized impeller fan
 2" angle filter mixing section - MERV 8
 Aluminum fins, stainless steel coil casing, 1/2" hydronic coils; with turbulators
 Damper
 5-year Parts and Labor Warranty

Item: E1 Qty: 1 Tag(s): AHU3 -K02C342

7- 1/2 horsepower motor per fan (supply) - 65 Hz / 1931 RPM

Item: E2 Qty: 1 Tag(s): AHU2-K02C3566

5 horsepower motor per fan (supply) - 73 Hz / 2168 RPM

Item: E3 Qty: 1 Tag(s): AHU8-K02C3452

5 horsepower motor per fan (supply) - 69 Hz / 2049 RPM

Item: E4 Qty: 1 Tag(s): AHU12-K02C345

7- 1/2 horsepower motor per fan (supply) - 67 Hz / 1990 RPM

Item: E5 Qty: 1 Tag(s): AHU13-K023476

5 horsepower motor per fan (supply) - 64 Hz / 1901 RPM

Item: E6 Qty: 1 Tag(s): AHU7-K02C3476

10 horsepower motor per fan (supply) - 81 Hz / 2406 RPM

Item: E7 Qty: 1 Tag(s): AHU11-K02C345

7- 1/2 horsepower motor per fan (supply) - 71 Hz / 2109 RPM

Item: E8 Qty: 1 Tag(s): AHU10-K02c347

7- 1/2 horsepower motor per fan (supply) - 72 Hz / 2138 RPM

Item: E9 Qty: 1 Tag(s): AHU9-k02c3453

7- 1/2 horsepower motor per fan (supply) - 67 Hz / 1990 RPM

Item: E10 Qty: 1 Tag(s): AHU6-k02c3475

5 horsepower motor per fan (supply) - 75 Hz / 2228 RPM

Item: E11 Qty: 1 Tag(s): AHU5

5 horsepower motor per fan (supply) - 74 Hz / 2198 RPM

Tag Data - VRF Accessory (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	VRF Accessory	1	VRF Accessory (JV_ACC)	

Product Data - VRF Accessory

Item: B1 Qty: 1 Tag(s): VRF Accessory
2 X87-721-PUMP MAXI-BLUE 230V

Tag Data - VRF Controls (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	VRF Controls	1	VRF Controls (JV_CTRL)	

Product Data - VRF Controls

Item: C1 Qty: 1 Tag(s): VRF Controls
2 PAC-SDW01RC-1-Simple Ductless Wired Remote Controller

Tag Data - Ductless Split (P Series) (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
D1	ODU-1, ODU-2	2	Ductless Split (P Series) (JV_P)	

Product Data - Ductless Split (P Series)

Item: D1 Qty: 2 Tag(s): ODU-1, ODU-2
Standard Ship Cycle
PUZ-A12NKA7
PKA-A12LA1

Product Data – ERU AHU Fan Array / ERW Wheel / CHW Coil

Item: E1 Qty: 5 Tag(s): (ERU-1, AHU-1, 14, 15, 20)

Fan array supply fan replacement assembly
ERW replacement wheel assembly
CHW replacement coil

Product Data – 2-ton Spot Coolers

Item: F1 Qty: 10 Tag(s): (SC-1 ~ SC-10)

1-ton rolling Spot Coolers
120V

Equipment Price	\$ 1,035,530.00
Tax	\$ 62,206.80
Total Net Price	\$ 1,097,736.80

ACCEPTANCE

This proposal is prepared in compliance with the DCPS RFP N08/19-TW- HVAC Maintenance contract. Addendum A CCSB District purchase order terms and conditional apply. Pricing backup form is provided.

We value the confidence you have placed in Trane and look forward to working with you.

Sincerely,

Bert Bost / Boone Lewis

Trane U.S. Inc.

8929 Western Way

Jacksonville, FL 32256

Office Phone: (904) 363-6088

This proposal is subject to your acceptance of the attached Trane terms and conditions.

DRAFT

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's

employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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TRANE®

TRANE JACKSONVILLE
8929 WESTERNWAY
JAX.,FL. 32256
904-363-6088

CCSB TRANE SERVICE FIELD QUOTATION

Date: 11/6/2024
Project: CCSB Fleming Island HS HVAC Upgrades
Customer: Clay County School District
Location: Fleming Island HS
Customer Contact: Josh Goff

Trane is pleased to offer you this proposal for the following services:

See Proposal H2-105475-10329-1

Our Price for this scope of work is..... \$1,035,530.00

Notes:

- 1 Work to be performed during normal working hours Monday - Friday 8:00 AM - 4:30 PM exclusive of holidays unless overtime is specified in the above scope of work
- 2 Any service not listed is not included in this quotation. Time for delays will be billed
- 3 This quotation is valid for 30 days from above date of quote
- This quotation is prepared in compliance with DCPS RFP N. 08/19-TW - HVAC
- 4 Maintenance
- 5 PREVAIL-Terms and Conditions per DCPS RFP N. 03-12/LG, CCSB Purchase Order Addendum A

Submitted by Service Technician: N/A

Work Authorized and price accepted by Customer: _____

Date of Acceptance: _____

Customer:	Clay County Schools
Job Location:	Fleming Island HS
Quote Requested by:	
Phone:	
Technician:	NA

		Only Yellow Cells Are Edited		
Regular Time Labor Hours(include Travel Time to and from job each work day)	# of hours	Billable Rate		Sell Price
Service Technician Labor				
Exhibit B, Item 21 - Service Call First 1/2 hour	0.0	\$ 86.67		\$0.00
Exhibit B, Item 22 - Service Call Hourly Rate	0.0	\$ 173.33		\$0.00
Exhibit B, Item 23 - HVAC Helper / Apprentice	0.0	\$ 135.71		\$0.00
Exhibit B, Item 24 - Journeyman Mechanic	0.0	\$ 173.33		\$0.00
Exhibit B, Item 25 - Site Supervisor	0.0	\$ 188.48		\$0.00
Exhibit B, Item 26 - Project Manager	0.0	\$ 196.02		\$0.00
Exhibit B, Item 27 - FL Registered PE	0.0	\$ 263.88		\$0.00
Exhibit B, Item 28 - Engineering Technician / CADD Operator	0.0	\$ 194.12		\$0.00
Exhibit B, Item 29 - Labor / Overhead / Profit (outsourced labor) (labor cost/hr x Bid Multiplier = sellprice/hr)		\$ -	1.6	\$0.00
Labor Subtotal	0.0			\$0.00

Material List - Exhibit B Item 30, (20% Max Profit)	Quantity	Unit Cost	Markup	Sell Price
AHUs	12.0	\$47,420.00	1.25	\$711,300.00
AHU Rebuild Fans/Coils/Wheels	5.0	\$44,250.00	1.25	\$276,562.50
VRF	1.0	\$8,254.00	1.25	\$10,317.50
Spot Coolers	10.0	\$2,988.00	1.25	\$37,350.00
	0.0	\$0.00	1.25	\$0.00
	0.0	\$0.00	1.25	\$0.00
Material Subtotal		\$102,912.00		\$1,035,530.00
Freight (YES or NO to include freight in estimate)	YES	\$0.00		#VALUE!

Subcontractor - Exhibit B Item 31 (25% Max Profit)	Quantity	Unit Cost	Markup	Sell Price
	0.0		1.25	\$0.00
	0.0		1.25	\$0.00
	0.0		1.25	\$0.00
	0.0		1.25	\$0.00
	0.0		1.25	\$0.00
Subcontractor Subtotal		\$0.00		\$0.00

Quote Summary		
Materials	\$1,035,530.00	
Labor	\$0.00	
Subcontractors	\$0.00	
Total Sales Price Quote to Customer	\$1,035,530.00	
Contingency Percentage (If necessary)	0%	\$0.00



"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, Clay County District Schools ("District"), and all Board officers and employees.

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. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
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 will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

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. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. 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.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. 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. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
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:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**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 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, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* 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 recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. 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. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. 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. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

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. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

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:

* Joe Follenweider Digitally signed by * Joe Follenweider Date: 2021.05.06 12:24:56 -04'00'

Print Name: _____

Print Name: Joe Follenweider

Title: _____

Title: General Sales Manager

Date: _____

Date: 5/6/2021

DRAFT

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:

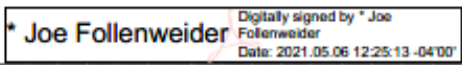
Exhibit # 1

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: Trane U.S. Inc.

Signature of Authorized Representative:  * Joe Follenweider
Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:25:13 -0400

Printed Name of Authorized Representative: Joe Follenweider

Title of Authorized Representative: General Sales Manager

Date: 5/6/2021

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: Trane U.S. Inc

Signature of Authorized Representative:

* Joe Follenweider	Digitally signed by * Joe Follenweider Date: 2021.05.06 12:25:39 -04'00'
--------------------	---

Print Name of Authorized Representative: Joe Follenweider

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: Trane U.S. Inc

Joe Follenweider

Printed Name

Signature:

 Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:25:55 -04'00'

General Sales Manager

Title of Authorized Representative

Date: 5/6/2021

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: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)



Digitally signed by " Joe Follenweider
Date: 2021.05.06 12:26:15 -04'00'

(Signature)

General Sales Manager
(Title)

5/6/2021
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Joe Follenweider). 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* Trane U.S. 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* Trane U.S. 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: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)



(Signature)

General Sales Manager
(Title)

5/6/2021
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

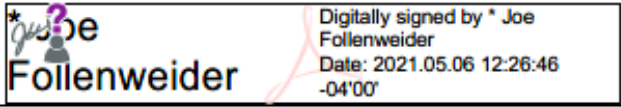
Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.


Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:26:46 -04'00'
Signature

Trane U.S. Inc.
Company Name

December 12, 2024 Regular School Board Meeting

Title

C22 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Tynes Elementary School Fire Alarm Repair/Replacement

Description

Each phase or a combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to Schematic/Preliminary/Final (Phase I, II, & III) stage.

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

Schematic, Preliminary, and Final Plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Tynes Elementary School Fire Alarm Repair/Replacement.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

As budgeted in the Educational Facilities Plan. The engineer's estimated construction cost is \$600,000.00.

Review Comments

Attachments

December 12, 2024 Regular School Board Meeting

Title

C23 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Oakleaf Village Elementary School Fire Alarm Repair/Replacement

Description

Each phase or a combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to Schematic/Preliminary/Final (Phase I, II, & III) stage.

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

Schematic, Preliminary, and Final Plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Oakleaf Village Elementary School Fire Alarm Repair/Replacement.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

As budgeted in the Educational Facilities Plan. The engineer's estimated construction cost is \$560,000.00.

Review Comments

Attachments

December 12, 2024 Regular School Board Meeting

Title

C24 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Plantation Oaks Elementary School Fire Alarm Repair/Replacement

Description

Each phase or a combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to Schematic/Preliminary/Final (Phase I, II, & III) stage.

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

Schematic, Preliminary, and Final Plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Plantation Oaks Elementary School Fire Alarm Repair/Replacement.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

As budgeted in the Educational Facilities Plan. The engineer's estimated construction cost is \$560,000.00.

Review Comments

Attachments

December 12, 2024 Regular School Board Meeting

Title

C25 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Wilkinson Junior High School Safety & Security Control Access

Description

Each phase or a combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to Schematic/Preliminary/Final (Phase I, II, & III) stage.

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

Schematic, Preliminary, and Final Plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Wilkinson Junior High School Safety & Security Control Access.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$450,000.00.

Review Comments

Attachments

December 12, 2024 Regular School Board Meeting

Title

C26 - Change Order #1 for Lakeside Elementary School Kitchen/Cafeteria Renovation

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 or staff prior to submission to the School Board for approval. This change order is for the change of door manufacturers, adding appliances, pipe modifications for unforeseen existing underground conditions, installing new fencing, installing new security gate, and for modifications of the freezer and cooler. The additional time requested is twenty-one (21) calendar days.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Change Order #1.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

If approved, this change order will increase the contract amount by \$43,113.00. Architect fees contracted at 8% will increase by \$3,449.04 as a result of this change order. These funds are available and budgeted in Educational Facilities Plan.

Review Comments

Attachments

[Change Order #1 for LSE Kitchen Cafeteria Renovation](#)

Change Order

PROJECT: *(Name and address)*
Lakeside Elementary
Kitchen Renovation (C-37-22/23)

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 12, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: December 12, 2024

OWNER: *(Name and address)*
Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32073

ARCHITECT: *(Name and address)*
Brian Boatright Architect, Inc.
914 Plainfield Avenue
Orange Park, FL 32073

CONTRACTOR: *(Name and address)*
Gary S. Bailey, Inc.
5201 County Road 218
Middleburg, FL 32068

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COP #1 - Changes as per CCD #1, RF1 #1, and RF1 #2. See attached.
COP #2 - Changes as per CCD #2. See attached.


The original Contract Sum was	\$ 3,898,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,898,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 43,113.00
The new Contract Sum including this Change Order will be	\$ 3,941,113.00

The Contract Time will be increased by Twenty-one (21) days.
The new date of Substantial Completion will be August 22, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


Brian Boatright Architect, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

 Brian O. Boatright, President
PRINTED NAME AND TITLE

 12-12-24
DATE

Gary S. Bailey, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

 Gary S. Bailey, President
PRINTED NAME AND TITLE

 12-12-24
DATE

Clay County School Board
OWNER *(Firm name)*

SIGNATURE

 _____, Board Chair
PRINTED NAME AND TITLE

 12-12-24
DATE

**SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER #1**

SDCC PROJECT NAME: Lakeside Elementary School Kitchen/Cafeteria

SDCC PROJECT NUMBER: C-37-22/23

ADDITIONAL INFORMATION:

- 1. Change door manufacturers, add appliances, pipe modifications for unforeseen existing underground conditions, install new fencing, and security gate. \$33,859.00
- 2. Modifications for freezer and cooler. \$ 9,254.00

TOTAL CHANGE ORDER AMOUNT: \$ 43,113.00

Twenty-one (21) additional calendar days to the Contract. The Substantial Completion is August 22, 2025. Final Completion date is September 21, 2025.

December 12, 2024 Regular School Board Meeting

Title

C27 - Substantial Completion of Orange Park High School Media Center Renovation

Description

Establish a substantial completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/engineer, has reached substantial completion for Phase I on August 1, 2024 and substantial completion for Phase II on October 24, 2024, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Substantial Completion.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director of Facility Planning & Construction, (904) 336-6852, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

- ☞ [Certificate of Substantial Completion \(Phase 1\) for OPH Media Center Renovation](#)
- ☞ [Certificate of Substantial Completion \(Phase 2\) for OPH Media Center Renovation](#)

Clay County District Schools Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: OPHS Media Center Renovation (Phase 1)

School: Orange Park High School

SDCC Project Number: C-2-23/24

OEF Project Number: N/A

Project Architect: Kasper Architects


Project Contractor: Blackwater Construction

Date of Substantial Completion: 8/1/24




Signature: Contractor

Date: 8/1/24



Signature: Architect/Engineer

Date: 8/1/24



Signature: Project Manager

Date: 8/1/24

Clay County District Schools Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: OPHS Media Center Renovation (Phase 2)

School: Orange Park High School


SDCC Project Number: C-2-23/24

OEF Project Number: N/A

Project Architect: Kasper Architects

Project Contractor: Blackwater Construction

Date of Substantial Completion: 10/24/24



Signature: Contractor

Date: 10/24/24



Signature: Architect/Engineer

Date: 10/24/24



Signature: Project Manager (CCDS)

Date: 10/24/24

December 12, 2024 Regular School Board Meeting

Title

C28 - Prequalification of Contractors

Description

Section 1013.46 of Florida Statutes requires school boards to prequalify contractors prior to their being able to bid on construction projects for the district. The rules for prequalification 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 prequalification status. Per Florida Statutes, only those contractors currently prequalified at the time of bidding may bid on a school board construction project.

Gap Analysis

Prequalification of Contractors is an annual requirement.

Previous Outcomes

CCDS complies with contractor prequalification 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 prequalification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve the attached contractor prequalification list.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director for Facility Planning and Construction, (904) 336-6824, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

🔗 [Table for Board Backup Contractor Prequal, 12.12.24](#)

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 Lance Addison, Clayton Anderson, 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
Mechanical Services of Central Florida, Inc. dba Certified Control Systems	Building and Electrical Contractor	\$50,000,000.00	December 31, 2025
Kim's Electric, Inc.	Electrical Contractor	\$3,000,000.00	December 31, 2025
Scherer Construction of North Florida, LLC	General, Roofing, and Underground Utility & Excavation Contractor	\$50,000,000.00	December 31, 2025

December 12, 2024 Regular School Board Meeting

Title

C29 - Final Completion of Orange Park High School Media Center Renovation

Description

Establish a final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/engineer, has reached final completion on November 23, 2024, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve Final Completion.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Lance Addison, Director of Facility Planning & Construction, (904) 336-6852, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments

Attachments


[Certificate of Final Completion for OPH Media Center Renovation.pdf](#)




School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: OPHS Media Center Renovation
School: Orange Park High School
CCDS Project Number: C-2-23/24
OEFIS Project Number:
Project Architect: Kasper Architects
Project Contractor: Blackwater
Construction Date of Final Completion: 11/23/24


Signature: Contractor

Date : 11/23/24


Signature: Architect/Engineer

Date: 11/23/24


Signature: Project Manager (CCDS)

Date: 11/23/24


Signature: Code Enforcement

Date: 11/23/24