

## School Board of Clay County

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

### May 2, 2024 - Regular School Board Meeting

**Date:** May 02 2024 (6:00 p.m.)

**Student Showcase** (None)

**Invocation** (Jennifer Ahrens-Sims, Asbury United Methodist Church, Orange Park)

**Pledge of Allegiance**

**Call to Order**

**Recognitions and Awards**

- [1. Recognition of Cognia Accreditation Renewal](#)
- [2. Recognize Winners of the 2024 Math Field Day](#)
- [3. Recognition of Winterguard and Indoor Percussion Championships](#)
- [4. Recognition of Visual Arts Students](#)
- [5. Recognition of 2023-2024 Superintendent's Student Advisory Council Members](#)
- [6. 2024-2025 Drug Free Schools Calendar Winners](#)
- [7. Recognition of State & International Science Fair Winners](#)
- [8. Recognition of 2024 Wes Whiddon Scholarship Recipients](#)
- [9. Recognize Recipients of Superintendent's Florida Pre-Paid Scholarships](#)
- [10. Recognition of Student Finalist for the Youth Volunteer of the Year Award](#)

**Presenters**

**School Showcase** (None)

**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](#)

## **Instruction-Reading/Library Media**

### 14. D4 - Public Hearing to Approve as Advertised Revisions to the CHALLENGED MATERIALS POLICY-RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS

☞ [Legal Advertisement Notice of PH for Proposed Challenged Materials Policy-Reconsideration or Review of Library Materials.pdf](#)

☞ [04.2024 Proposed Challenged Materials Policy-Reconsideration or Review of Library Materials.pdf](#)

## **Consent Agenda**

### **Superintendent**

#### 15. C1 - Minutes of School Board Workshop on March 26, 2024; Student Discipline Hearings and Regular Meeting on April 4, 2024

☞ [2024 Mar 26 Workshop.pdf](#)

☞ [2024 Apr 4 Student Hearings.pdf \(Confidential\)](#)

☞ [2024 Apr 4 Regular Mtg.pdf](#)

#### 16. C2 - Controlled Open Enrollment (COE) Plan for the 2024-2025 School Year

☞ [Clay County District Schools COE Plan 2024-25 SY.pdf](#)

### **School Board Member**

#### 17. C3 - School Board Member Out-of-County Travel Expenses Estimated to Attend FSBA/FADSS Annual Summer Conference

### **Human Resources**

#### 18. C4 - Personnel Consent Agenda

☞ [Personnel Consent Agenda \(1\).pdf](#)

#### 19. C5 - Renewal of List of Physicians and Medical Facilities authorized to conduct physical examinations required for certain groups of employees.

☞ [Approved Physicians, Facilities, Fees - Sheet1.pdf](#)

### **Instruction-Academic Services**

#### 20. C6 - K-12 Academic Services Out of State and Overnight Student Travel

☞ [May 2024 Student Travel.pdf](#)

#### 21. C7 - Sharing Security and Privacy Agreement between the School Board of Clay County and the Boys and Girls Club of Northeast Florida (BGCNF)

☞ [240142 Boys & Girls Club Privacy Agreement.pdf](#)

#### 22. C8 - Approval for new 3-year Florida Virtual School Curriculum Contract for K-12

☞ [FLVS Contract 240150 2023-2024 Board.pdf](#)

#### 23. C9 - Approval for the Purchase of i-Ready Mathematics K-5 for the 2024-2025 School Year

☞ [240152 - Curriculum Associates Contract - pending Board approval.pdf](#)

### **Instruction-Professional Development**



[24. C10 - Affiliation Agreement between Clay County District Schools and University of Central Florida \(UCF\)](#)

[🔗 240141 UCF Teacher Internship.pdf](#)

**Instruction-Reading/Library Media**

[25. C11 - Library Media Services Manual](#)

[🔗 Library Media Services Manual May 2024 \(Draft\) \(1\).pdf](#)

**Instruction-Climate and Culture**

[26. C12 - Proclamation of Mental Health Month May 2024](#)

[🔗 2024 Mental Health Awareness Month Proclamation.pdf](#)

[27. C13 - Approval to Advertise and Notice of Public Hearing 2024-2025 Student & Family Handbook and Code of Student Conduct](#)

[🔗 Summary of Changes - 24\\_25 Code of Conduct.pdf](#)

[🔗 Board Redline Copy - 2024\\_2025 - CCDS Student and Family Handbook and Code of Student Conduct.pdf](#)

[🔗 Legal Adv. Notice of PH Student and Family Handbook and Code of Student Conduct.pdf](#)

**Business Affairs**

[28. C14 - Proposed Allocation Changes for 2023-2024](#)

[29. C15 - Proposed Allocation Changes for 2024-2025](#)

**Business Affairs-Accounting**

[30. C16 - Monthly Financial Reports for March, 2024](#)

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

[🔗 March 2024 Monthly Board Property Report.pdf](#)

[🔗 Contracts Signed by Superintendent \\$50,000 to \\$100,000.pdf](#)

[31. C17 - Budget Amendment Report for March 31, 2024](#)

**Business Affairs-Property**

[32. C18 - DELETION OF CERTAIN ITEMS REPORT APRIL, 2024](#)

[🔗 DELETION OF CERTAIN ITEMS REPORT APRIL, 2024.pdf](#)

**Business Affairs-Purchasing**

[33. C19 - BID Renewal](#)

[34. C20 - Contract - Third-Party Administrator \(TPA\) Benefit Consultant](#)

[🔗 240157 Bailey Group Service Agreement.pdf](#)

[35. C21 - BID Award - PLACEHOLDER](#)

[36. C22 - RFP to be Awarded - PLACEHOLDER](#)

**Operations-Facilities**

[37. C23 - Schematic/Preliminary/Final \(Phase I, II, and III\) Plans and Specifications for Keystone Heights High School Visitor Concession Stand](#)

[38. C24 - Change Order #2 for Green Cove Springs Junior High School Window/HVAC Replacement \(Buildings 1, 2, & 3\)](#)

☞ [Change Order #2 GCJ Window HVAC Replacement Building 1, 2, & 3](#)

[39. C25 - Change Order #1 for Orange Park Junior High School Roof Repair/Replacement Buildings 1, 2, 3, & 4](#)

☞ [Change Order #1 for OPJ Roof Repair Replacement Buildings 1, 2, 3, & 4](#)

[40. C26 - Prequalification of Contractors](#)

☞ [Table for Board Backup Contractor Prequal, 5.2.24](#)

[41. C27 - Wilkinson Junior High School Fire Alarm Replacement Contract Award](#)

[42. C28 - Interlocal Agreement with the Clay County Sheriff's Office for Low-Priced Gasoline in the Middleburg Area](#)

[43. C29 - Guaranteed Maximum Price \(GMP\) Bid Package 1 \(Construction Site Preparation\) for Oakleaf Junior High School Classroom Addition](#)

[44. C30 - Guaranteed Maximum Price \(GMP\) Bid Package 1 \(Construction Site Preparation\) for Lake Asbury Junior High School Classroom Addition](#)

[45. C31 - Schematic/Preliminary/Final \(Phase I, II, and III\) Plans and Specifications for the construction site preparation for the classroom addition at Lake Asbury Junior High School GMP 1 for the construction site preparation](#)

[46. C32 - Schematic/Preliminary/Final \(Phase I, II, and III\) Plans and Specifications for the construction site preparation for the classroom addition at Oakleaf Junior High School GMP 1 for the construction site preparation](#)

#### **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**

**Adjournment**

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognition of Cognia Accreditation Renewal

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

**Review Comments**

**Attachments**

DRAFT

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognize Winners of the 2024 Math Field Day

**Description**

Elementary students in grades 4-6 competed in teams on Math Field Day, held at Oakleaf High School. Winners of this event are being recognized.

Fourth Grade:

Fifth Grade:

Sixth Grade:

**Gap Analysis****Previous Outcomes****Expected Outcomes****Strategic Plan Goal****Recommendation**

Recognition only.

**Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

None

**Review Comments****Attachments**

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognition of Winterguard and Indoor Percussion Championships

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

None

**Review Comments**

**Attachments**

DRAFT

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognition of Visual Arts Students

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact**

Chris Gugel, Fine Arts Specialist, [christopher.gugel@myoneclay.net](mailto:christopher.gugel@myoneclay.net)

**Financial Impact**

**Review Comments**

**Attachments**

DRAFT

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

Recognition of 2023-2024 Superintendent's Student Advisory Council Members

#### Description

Students participating in the 2023-2024 Superintendent's Student Advisory Council will be recognized.

- Isabella Amador
- Tyler Davies
- Alexander Gordon
- Donald Stepp
- Jaydin Pinney
- Taylor White
- Angel Zheng
- Lindsay Gillis
- Benjamin Ulsch
- Mattie Reape
- Ashley Zamora
- Allison Musillami
- Logan Michael
- Nora Burke
- Carson Nicholson
- Avery Crawford
- Karlee Wessels
- Mauli Patel
- Brenna Finnegan
- Lene' Hornick
- Peyton Mathews
- Noah Montoro
- Riya Patel
- Shaylla Bivens
- Amelia "Josie" Choulat
- Emily Moore
- Tayani Maxwell
- Audrey Polk
- Dana Loftis
- Danielle Ackerson
- Daniel Kapusta
- Benjamin Ulsch
- Zeinab Faraj

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

Recognition only.

**Contact**

Kelly Watt. Chief of Staff, [kelly.watt@myoneclay.net](mailto:kelly.watt@myoneclay.net)

**Financial Impact**

None

**Review Comments**

**Attachments**

DRAFT



## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

2024-2025 Drug Free Schools Calendar Winners

#### Description

The Drug-Free Schools Prevention Calendar has been recognizing local students for their positive drug-free messages presented through their artwork for the past 23 years. The idea originated during Red Ribbon Week Breakfast in October 1997 and has continued to be a welcomed tradition that the community has embraced. The Clay Action Coalition and the Clay County District Schools are proud to honor the area elementary and junior high students whose drug prevention messages and artwork are showcased in the 2023-2024 Drug-Free calendar.

Front Cover	Haven Tomalis	4th	Orange Park Elementary
Inside Cover	Zoey Watson	K	Orange Park Elementary
August	Arianna Frias	4th	Thunderbolt Elementary
September	Amiya Alkaifi	6th	Lake Asbury Elementary
October	Candy Huang	5th	Thunderbolt Elementary
November	Addyson Munoz	3rd	Swimming Pen Creek Elementary
December	Madeleine Milter	5th	Plantation Oaks Elementary
January	Ava Chesser	4th	Shadowlawn Elementary
February	Addison Kuhlken	2nd	Orange Park Elementary
March	Aribella Monasmith	6th	Coppergate School of the Arts
April	Khloe Smith	3rd	Shadowlawn Elementary
May	Connor Morgan	2nd	Paterson Elementary
June	Kasilyn Kirchaine	5th	S.B. Jennings Elementary
July	Tyler Phillips	1st	Middleburg Elementary

#### Gap Analysis

N/A

#### Previous Outcomes

N/A

#### Expected Outcomes

N/A

#### Strategic Plan Goal

N/A

#### Recommendation

N/A

#### Contact

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

**Financial Impact**

N/A

**Review Comments**

**Attachments**

DRAFT

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognition of State & International Science Fair Winners

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

**Review Comments**

**Attachments**

DRAFT

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognition of 2024 Wes Whiddon Scholarship Recipients

**Description**

Recognition of the 2024 recipients of the Wes Whiddon Scholarship.

**Gap Analysis****Previous Outcomes****Expected Outcomes****Strategic Plan Goal****Recommendation**

Recognition only.

**Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

None

**Review Comments****Attachments**

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognize Recipients of Superintendent's Florida Pre-Paid Scholarships

**Description****Gap Analysis****Previous Outcomes****Expected Outcomes****Strategic Plan Goal****Recommendation****Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

Recognition only.

**Review Comments****Attachments**

DRAFT

## School Board of Clay County

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### May 2, 2024 - Regular School Board Meeting

**Title**

Recognition of Student Finalist for the Youth Volunteer of the Year Award

**Description**

The Florida Department of Education has selected Tyler Davies (OPH) as a finalist for the Youth Volunteer of the Year award.

**Gap Analysis****Previous Outcomes****Expected Outcomes****Strategic Plan Goal****Recommendation****Contact**

Bonnie O'Nora, Board Assistant, [bonnie.onora@myoneclay.net](mailto:bonnie.onora@myoneclay.net)

**Financial Impact**

None

**Review Comments****Attachments**

## School Board of Clay County

### May 2, 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**

## School Board of Clay County

### May 2, 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**



## School Board of Clay County

### May 2, 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**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

D4 - Public Hearing to Approve as Advertised Revisions to the CHALLENGED MATERIALS POLICY- RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS

#### Description

The update provides information regarding the implementation of state and local policies respecting district and state rules related to school libraries. The update serves as a tool for standardization of practice for school and district-level staff responsibilities.

It is important for all administrative personnel and instructional materials administrators to be familiar with the policies, and guidelines applicable to library materials. Contents of this document are based on: 1. Current regulations, 2. State and County policies, and 3. Standardized procedures.

#### Gap Analysis

Adopting the CHALLENGED MATERIALS POLICY- RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS ensures Clay County meets the requirements of the Statutes and Regulations regarding library book challenges. This document defines the mandated responsibilities of districts concerning challenged library materials. Every effort shall be made by Clay County District Schools to provide library books and other educational media essential to an effective instructional program. Library materials shall be selected to meet the educational goals of the district in providing basic materials for all students, continuity in instructional programs, and meeting the needs of special individuals and programs.

#### Previous Outcomes

The Challenged Materials Process was previously updated in April 2023.

#### Expected Outcomes

In accordance with state statute, an advertisement on the proposed revisions to the CHALLENGED MATERIALS POLICY- RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS will be made public and a vote will be taken following a public hearing on the proposed modifications, to be held on May 2, 2024.

#### Strategic Plan Goal

Goal 1: Engage all students to attain the necessary skills and knowledge to be future-ready graduates.

Strategy 1: Strengthen our high-quality instructional system through increased alignment to state standards, with an emphasis on literacy.

#### Recommendation

That the School Board approves as advertised revisions to the CHALLENGED MATERIALS POLICY- RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS

#### Contact

Jennifer Collins, Supervisor of School Improvement and Leadership Development, [jennifer.collins@myoneclay.net](mailto:jennifer.collins@myoneclay.net)

Jeremiah Blocker, School Board Attorney, [jeremiah.blocker@myoneclay.net](mailto:jeremiah.blocker@myoneclay.net)

#### Financial Impact

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#### Review Comments

#### Attachments

☞ [Legal Advertisement Notice of PH for Proposed Challenged Materials Policy-Reconsideration or Review of Library Materials.pdf](#)

☞ [04.2024 Proposed Challenged Materials Policy-Reconsideration or Review of Library Materials.pdf](#)

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO  
APPROVE REVISIONS TO  
CHALLENGED MATERIALS POLICY-RECONSIDERATION  
OR REVIEW OF LIBRARY MATERIALS**

**Approval to Advertise:** The School Board of Clay County, Florida ("the Board") approves the advertisement of revisions to Challenged Materials Policy-Reconsideration or Review of Library Materials.

**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 Challenged Materials Policy-Reconsideration or Review of Library Materials 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](http://www.oneclay.net) under the School Board Meeting Links, School Board Agendas - March 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 Challenged Materials Policy-Reconsideration or Review of Library materials 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 Challenged Materials Policy-Reconsideration or Review of Library Materials following a public hearing. ***The public hearing shall be held on Thursday, May 2, 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](mailto: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.

## **Proposed: CHALLENGED MATERIALS POLICY- RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS**

### **Introduction**

This policy outlines the information related to challenged library materials, including reconsideration and/or review, in Clay County District Schools.

This policy ensures that all parents have informed consent regarding the appropriate access level for their students in checking out books from the school library.

All challenged titles that violate statute will be removed in compliance with Florida law. Challenges to titles that are without merit will be dismissed. Challenges to titles that are found to have mature themes will not be removed from CCDS collections. Such titles will either be flagged for particular grade bands or will require additional parental consent as selected on the Library Book Access form.

### ***\*\*Disclaimer\*\****

Please note that even though the Media Specialists are proactive in ensuring that students check out age appropriate books, there are books in the library that range in interest levels. Both from a reading level and subject content, the appropriateness of individual titles are unique to each child's ability and family values. Books in the library may contain content that is not appropriate for all ages including the topics or themes listed in the community standards below.

### **Terms and Definitions**

For purposes of this policy, "parent" means a parent of a student enrolled in the District's schools. "Resident" means a person residing in the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied by them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17. A "petitioner" means a parent or guardian of a child enrolled in the District, an employee of the District, or a resident of CLAY COUNTY who objects to a book in a library collection. The terminology "library material" is used in this document to refer to books in the school library and digital media (including but not limited to videos, DVDs, sound recordings, periodicals, computer software, or other electronic media.)

### **Parental Rights Regarding Libraries**

As parents are the ultimate decision maker for their child(ren), CCDS strongly supports a parent's right to determine titles that are appropriate or inappropriate for their child to read. At the start of each school year, parents must decide if their child has permission to check out titles from the school's collection. Parents can also elect to receive a daily email in order to remain updated on their child's library activity.

CCDS recognizes that each family views book subject matter and content differently. Book titles vary in subject matter and content. To ensure that parents approve of their child accessing titles with more mature content, titles flagged as mature will require parents to select the Unlimited Library Access option on the Secondary Library Book Access Level form.

### **Petitioner's Responsibilities**

The petition must be made in writing on the prescribed form, be signed by the parent or resident, AND include the required contact information based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d). A Petitioner who does not complete and return the form receives no further consideration.

## **Proposed: CHALLENGED MATERIALS POLICY- RECONSIDERATION OR REVIEW OF LIBRARY MATERIALS**

### **Request for Review and Consideration**

The District shall handle complaints regarding the reconsideration of Library Materials. A Petitioner (a parent or guardian of a child enrolled in the District, an employee of the District, or a resident of CLAY COUNTY) may object to the library material by filing the CCDS Specific Material Objection Form 6A-7.0714 found on the Board's website.

The complaint must be sent to the Supervisor of Instructional Resources for processing. The District Library Media Specialist notifies the school media specialists of the challenged library material. If a school library has a copy of the Challenged title, the media specialist has 3 working days to remove the title from the school shelves to a secure location. The title is not removed from the collection catalog at that time.

### **Community Standards**

The board approved community standards will be used to review materials that do not violate 847.012, F.S. and take into consideration the standards used to determine the propriety of the material including (F.S. 1006.34(2)(b)):

1. The age of the students who normally could be expected to have access to the material.
2. Materials must be suited to student needs and their ability to comprehend the material presented.
3. The consideration of the broad racial, ethnic, socioeconomic, and cultural diversity of the students of this state.

The following community standards will be applied to any title that does not violate Florida Chapter 847.012, which requires that such titles must be removed. These community standards will also apply to purchasing guidelines of library materials. See appendix in procedures manual.

The Board approved community standards are to help ensure that parents are able to make more fully informed decisions about what their student is reading and is considered appropriate by each parent.

To assist in this, any challenged title that is found to contain subject matter or content that meets the criteria listed below would be flagged as mature. Those titles will not be removed from the collection but would require additional parental consent in order for a student to access that title.

- ☐ Profanity/obscene language
  - ☐ Elementary - no crude profanity, racial, or religious slurs
  - ☐ Junior High - limited profanity, racial, or religious slurs
  - ☐ High - no pervasive use of racial slurs, or crude or excessive profanity
- ☐ Horror (Descriptive of pervasive/gruesome behavior arousing feelings of extreme fear, shock, or disgust).
- ☐ Violence (Intense behavior/morbid behavior involving physical force intended to hurt, abuse, damage/torture, kill someone, animal cruelty).
- ☐ Glorification of weapons (belief or action of describing a weapon as admirable; ex: person parading a gun around the street, non ex: military parade with armed personnel)
- ☐ Glorification of suicide, self-harm, or mental illness (belief or action that these are admirable; ex: character bragging to others that he/she cut his/her wrist; non ex: characters dealing with a friend who committed suicide)

**Proposed: CHALLENGED MATERIALS POLICY- RECONSIDERATION OR  
REVIEW OF LIBRARY MATERIALS**

- ☐ Glorification of drug, alcohol, or tobacco use by minors. (belief or action that these are admirable or more important than they truly are; ex: character of minor age continuously using illegal drugs; non ex: a character of minor age referring to his parent as a drug/alcohol addict)
- ☐ Gender theory, medical transition
- ☐ Sexual Content that is not F.S. 847.012

**Statutory Compliance Team**

1. Within seven (7) working days of receiving the complaint, the district team of the Chief Academic Officer, the Supervisor of Instructional Resources, and the District Media Specialist will pre-screen the requests returning meritless challenges to the petitioner, applying board approved community standards, and removing those that fall under violation of F.S. 847.012. Then the Supervisor of Instructional Resources will advise the Statutory Compliance Team (SCT) of the remaining requests.
2. The SCT includes eight (8) members, both district employees and parents. The district members should include three (3) of the following: the Supervisor of Instructional Resources, the Chief Academic Officer, the District Library Media Specialist, and School-based Media Specialists. The parents will be appointed by each school board member and may be a representative from each school board member's district. The SCT shall establish a quorum at each meeting, which consists of at least two (2) out of three (3) district employees and three (3) out of five (5) parent members. The SCT may meet in person and/or virtually.
3. Within a reasonable amount of time, the Statutory Compliance Team (SCT) will review each submission. The committee retains the right to do any of the following:
  - a. Based upon its own review, recommend immediate and permanent removal of materials that violate s. 847.012, F.S., or other pertinent Florida Statute or are determined to contain content that is obviously pornographic or inappropriate for the grade level or age group for which the material is used; or
  - b. Reject or deny and return a petitioner's request if (a) the material in question obviously does not meet the aforementioned criteria or violate the aforementioned statutes, (b) is a meritless complaint, or (c) complains of materials which have been previously reviewed, have been determined to be appropriate for the grade level or age group for which the material is used and upon which approval has been given. This decision is not appealable; the Petitioner may resubmit their request for reconsideration in a format which corrects the prior deficiencies (if correctable); or
  - c. The SCT shall use board approved community standards to review materials that do not violate 847.012, F.S. to determine if the library material should be returned to the collection or designated as parental advisory status.
  - d. Regardless of any interpretation of the preceding paragraphs to the contrary, a Challenge may be dismissed by the Chief Academic Officer of the district if it is determined by him/her that the Challenge is meritless, fails to comply with any provision set forth above, or is a duplicate of a Challenge filed by the same or a different individual.
  - e. Petitioner may appeal Statutory Compliance Team decision as noted in the Appeals Section.

**Proposed: CHALLENGED MATERIALS POLICY- RECONSIDERATION OR  
REVIEW OF LIBRARY MATERIALS**

**Appeals**

The Petitioner may appeal any Final Decisions of the Superintendent's Designee, which are based on the Statutory Compliance Team or his/her own review, and which Final Decisions are or will be forwarded to the School Board for final approval.

1. Within ten (10) calendar days of the Superintendent's Designee's decision, the Petitioner shall file with the Superintendent's office a request for appeal. This appeal can be accessed on the district's website and is submitted using the Google form document.
2. Upon receipt of the Request for Appeal, the office of the Superintendent will mail a Notice of Board action to the Petitioner which states the date of the School Board meeting at which the Final Decision will be considered by the School Board.
3. **It is understood that this vote is not a School Board endorsement of the content or subject matter, but a vote to state that the law and policy have been followed.**
4. In considering these matters, the School Board shall be sitting as a quasi judicial body, accordingly, and pursuant to F. S. 286.0114(3)(d), speakers shall be allowed to address the Board on this matter.
5. All decisions of the School Board are final.

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C1 - Minutes of School Board Workshop on March 26, 2024; Student Discipline Hearings and Regular Meeting on April 4, 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; Bonnie O'Nora, Board Assistant

#### Financial Impact

None

#### Review Comments

#### Attachments

- 🔗 [2024 Mar 26 Workshop.pdf](#)
- 🔗 [2024 Apr 4 Student Hearings.pdf \(Confidential\)](#)
- 🔗 [2024 Apr 4 Regular Mtg.pdf](#)





## School Board of Clay County

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

### March 26, 2024 - School Board Workshop

**Date:** Mar 26 2024 (9:00 a.m.)

**Invocation** (Ashley Gilhousen)

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

#### Workshop Items

##### [1. Review Draft Agenda for Regular School Board Meeting on April 4, 2024](#)

[april-4-2024-regular-school-board-meeting\\_agenda\\_packet..pdf](#)

#### **Minutes:**

##### Consent Agenda

- C19 Request for the Adoption of Resolution #2024-19, Authorizing the Issuance of the Certificates of Participation, Series 2024A and Request for the Adoption of Resolution #2024-20, Authorizing the Issuance of the Refunding Certificates of Participation, Series 2024B - Jerry Ford, President of Ford and Associates, Inc., Financial Advisors, explained the process for the proposed loan to fund construction of two classroom wings as well as retiring debt for existing loans to eliminate stale provisions and bring current documents that are more streamlined and consistent with industry practices; Raymond James will be the underwriters; the total loan will be for approximately \$57.5M with \$36M of that being the new money portion; Mrs. Hanson requested clarification on a lower number previously reported and was advised that prior number did not include furniture, fixtures, and equipment as well as civil engineering and site work incorporated in the total projection; Mrs. Skipper stated the need to consider school sizes moving forward and build larger schools; Mrs. Gilhousen appreciated the small-town setting of neighborhood schools that makes Clay unique; Mrs. Bolla pointed out that the state could decline a requested build if it is not justified by enrollment numbers; Mrs. Clark stated that the schools will receive more tax dollars with growth but it is hard to estimate what that amount would be; Mr. Ford indicated he believes Clay is on the cusp of explosive growth, necessitating a need to ensure cash flow, keep liquidity where it needs to be, and protect the fund balance;

##### Recognitions:

- Recognize President's Volunteer Service Award Recipients - no discussion;
- Recognition of State Thespians - no discussion;
- Recognition of State Champions - no discussion;

##### Discussion Agenda:

- D1 Human Resources Special Action A - no discussion;
- D2 Human Resources Special Action B - no discussion;
- D3 Human Resources Special Action C - no discussion;
- D4 Public Hearing to Approve as Advertised the Adoption of K-12 Social Studies and K-12 Science Materials - brief discussion of McGraw Hill Florida textbooks being produced as textbook companies have realized the need to change to meet market demands;

##### Consent Agenda:

- C1 Minutes of School Board Special Meeting and School Board Workshop on February 27, 2024; Student Discipline Hearings and Regular Meeting on March 7, 2024 - no discussion;
- C2 Personnel Consent Agenda - no discussion;
- C3 Proposed Supplement Allocations for 2024-25 - Superintendent Broskie provided the board with a document delineating changes from the prior year, including model classroom teachers, a future educator's program to promote recruitment, and the restructuring of the Exceptional Student Education (ESE) program;

- C4 Reappointments of Instructional and Support Personnel 2024-2025 School Year - Mr. Broskie discussed the process of reappointments of personnel;
- C5 Proclamation #24-14 to Establish April 22 - 26, 2024, as Administrative Professionals' Week and Wednesday, April 24, 2024, as Administrative Professionals' Day in Clay County - no discussion;
- C6 Proclamation #24-15 to Establish May 6 - 10, 2024, as Teacher Appreciation Week in Clay County, and Tuesday, May 7, 2024, as Teacher Appreciation Day - no discussion;
- C7 K-12 Academic Services Out of State and Overnight Student Travel - no discussion;
- C8 Proposed Florida Youth Challenge Academy Student/Employee Calendar for 2024-2025 School Year - no discussion;
- C9 2024 Secondary Summer Programs Calendars Revised - no discussion;
- C10 2024 VPK, 3rd Grade Summer Camp Calendar Revised - no discussion;
- C11 CCDS-Adult & Community Education (ClayACE) and Electrical Training Alliance of Jacksonville (ETAJ) MOU for Post-Secondary Adult Pre-Apprenticeship Program - no discussion;
- C12 Affiliation Agreement between Clay County District Schools and Jacksonville University (JU) - no discussion;
- C13 Affiliation Agreement between Clay County District Schools and Arizona State University (ASU) - no discussion;
- C14 Proclamation #24-16 to Establish April, 2024 as School Library Month in Clay County - no discussion;
- C15 Proclamation #24-17, National School Nurse Week - no discussion;
- C16 Proclamation #24-18; Month of the Military Child, Purple Up Day April 17, 2024 - no discussion;
- C17 Proposed Allocation Changes for 2023-2024 - no discussion;
- C18 Proposed Allocation Changes for 2024-2025 - no discussion;
- C20 Monthly Financial Reports for February, 2024 - Mrs. Hanson requested that notations, such as budget transfer funds, be more clear; Dr. Legutko advised she would create a summary page for clarity beginning in September 2024;
- C21 Budget Amendment Report for February 29, 2024 - no discussion;
- C22 NSF Checks - brief discussion of the process to attempt collection for non-sufficient funds checks and the transition to greater utilization of MySchoolBucks;
- C23 Approval of the 2024-2025 Payroll Calendars - no discussion;
- C24 Deletion of Certain Items Report March, 2024 - no discussion;
- C25 BID Renewal - no discussion;
- C26 Substantial and Final Completion of Keystone Heights Elementary School New Cafeteria/Classrooms - no discussion;
- C27 Substantial and Final Completion of Bannerman Learning Center Parking Lot Renovations/Security Lighting Replacement - no discussion;
- C28 Appointments for the Citizens Oversight Committee - no discussion;
- C29 School Concurrence Proportionate Share Mitigation (PSM) Agreement between the Clay County School Board, Clay County, and Forester (USA) Real Estate Group, Inc., a Delaware Corporation (Baxley Villas) - this pertains to eighteen spots for development off of Baxley Road; Mrs. Hanson asked whether this would be a lump sum payment, and Lance Addison, Coordinator of Facilities and Planning, indicated that it would be dependent on how many dwelling units are in a particular phase;
- C30 Lakeside Elementary School Restroom Renovation Contract Award - no discussion;
- C31 Orange Park Elementary School Restroom Renovation Contract Award - no discussion;
- C32 Prequalification of Contractors - no discussion;
- C33 Orange Park High School Media Center Renovation Contract Award - no discussion;
- C34 S. Bryan Jennings Fire Alarm Repair/Replacement Contract Award - no discussion;
- C35 Substantial and Final Completion of Fleming Island High School Replace Batting Practice Building and Erosion Control - no discussion;
- C36 Substantial and Final Completion of Middleburg High School Cafeteria Expansion - no discussion.

## 2. Lexia Presentation

[LEXIA School Board Presentation.pdf](#)

### **Minutes:**

Melanie McIver, Supervisor of Reading/Language Arts, provided the attached presentation which reviewed Lexia, a supplemental reading program, highlighting the following:

- the Lexia online learning platform components
- Scarborough's Reading Rope and how Lexia supports those components
- how the program is utilized
- when Lexia is used within the reading block for various age groups
- overview of student engagement for the current school year
- PowerUp student usage for the current school year
- utilization of off-line Hub Tools;
- the impact of Lexia on student achievement
- educator use
- how Lexia builds partnership support
- strategies to build efficacy

Board member discussion included the provision for teacher to access needed phonics on a different level, the survey that was sent to all K-10 teachers, printable work that may be sent home, and improvements needed for teachers to be able to utilize the "Resource Hub to Parent" in less time

Mr. Broskie distributed a document delineating the number of minutes per week in which students are engaged in online curricular programs.

### [3. Land Sale - Swimming Pen Creek Elementary](#)

[SPC Land Sale Presentation.pdf](#)

#### **Minutes:**

Lance Addison, Coordinator of Facilities and Planning, shared the attached visual presentation re a proposed land sale by a private citizen of a small portion of land (0.6 acres) owned by Clay County School Board, currently within the boundaries of Swimming Pen Creek Elementary. CCSB would retain ownership of the sidewalk that leads to SPC. The land is currently being leased by a contractor, who has installed new fencing and gates that will be conveyed to CCSB after the lease term. The board granted consensus for the exploration of this land sale to move forward.

#### **Questions from the Audience**

### [4. Questions From the Audience](#)

#### **Minutes:**

Vicki Kidwell questioned whether additional supplemental allocations could be added, referencing a supplement that was discussed during bargaining. Mr. Broskie advised supplements may be added to any regular board agenda.

#### **Superintendent Comments**

### [5. Superintendent Comments](#)

#### **Minutes:**

Mr. Broskie reminded the Board of an executive session scheduled with the labor attorney on April 10, 2024.

He also indicated that the current schedule for the June 18th workshop poses a conflict with Summer Leadership and gained the board's consensus to move that workshop to June 17, 2024.

**School Board Attorney Comments** (None)

**School Board Comments** (None)

**Adjournment** (11:02 a.m.)

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**Superintendent of Schools**

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**School Board Chair**

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

## April 4, 2024 - Regular School Board Meeting

**Date:** Apr 04 2024 (6:00 p.m.)

**Student Showcase** (Tynes Elementary Chorus, Megan Hines, Music Teacher)

**Invocation** (Pastor Jason Brown, Black Pond Baptist Church, Middleburg)

### Pledge of Allegiance

**Call to Order** (Present: Erin Skipper, District 1; Mary Bolla, District 2, Beth Clark, District 3; Ashley Gilhousen, District 5; Roger Dailey, Chief Academic Officer (substituting for Superintendent David Broskie). Not Present: Superintendent David Broskie, Michele Hanson, District 4.)

### Recognitions and Awards

#### 1. Recognition of State Thespians

##### Minutes:

Chris Gugel, Fine Arts Specialist, recognized the following State Thespians:

- Rylee Love, MHS, Solo Musical
- Lismary Corporan, MHS, Solo Musical
- Aiden Schaeffer & Chloe Netherland, LAJ, Duet Acting
- Ella Alcott, LAJ, Monologue
- Lara Peyton, LAJ, Solo Musical
- Mackenna Mack, LAJ, Monologue
- Jade Bevis, Adrian Pietras, Abigail Cosby, OHS, Small Group Musical
- Aaliah Salazar, Adrian Pietras, Carlee Varnado, Gale Crosby, Haley Dixon, Jade Bevis, Kaelyn Newman, Layla Sharqawi, Malcolm Shipman, Miracle Haile, Nolan Archer, Nya Russell, Shelby Lovett, Val Caamano, Zee Arthur, Bella Jackson, OHS, Large Group Musical
- Layla Sharqawi & Zee Arthur, OHS, Duet Acting
- Jordyne Barnes & Jai Burgos, OHS, Duet Acting
- Isabella Feliciano, RHS, Solo Musical
- Jamie-Lynn Hartley, RHS, Solo Musical
- Nicholas Williams, FIH, Solo Musical
- Cash Belcher, FIH, Solo Musical
- Cash Belcher, Sydney Fontenot, Lucy Schragg, FIH, Small Group Musical
- Eden Rodriguez & Alina Goudie, FIH, Duet Musical Theatre
- Ashlynn Amburgey & Payten Tison, FIH, Duet Musical Theatre
- Nicholas Williams, Alina Goudie, Lucy Schraff, Eden Rodriguez, Sydney Fontenot, Ashlynn Amburgey, Maria Routel Ferguson, Nate Netherland, Payten Tison, Riley Rendelman, Braden Pollock, Jane Weigand, Ellison Shipe, Cash Belcher, Jocey Shrader, Adalicia Thennes, Alex Williams, Kira Jackson, Skylar Bailey, Caris Broadhurst, Jordan Taylor, FIH, Mainstage Production

#### 2. Recognize President's Volunteer Service Award Recipients

##### Minutes:

Christine Howell, Orange Park High School, recognized student recipients of The President's Volunteer Service Award, a prestigious national honor that highlights students' commitment to serving the community and the nation:

- Isabelle Carter - Orange Park High
- Kaley Zepeda - Clay High
- Kiya Domingo - Oakleaf High

- Tyler Howell - Fleming Island High
- Stella Carter - Orange Park Elementary

### 3. Recognition of State Champions

#### **Minutes:**

Jay Stilianou, Coordinator of District Athletics, recognized the following Winter Sports State Champions:

#### Clay High Cheer Team:

- Baileigh Barbree
- Mackenzi Batton
- Abigail Blalock
- Michael Goldstein
- Kyle Horne
- Noah Johnson
- Lili Jordan
- Carleigh Kierbow
- Madison Kilgore
- Saige Knapp
- Tuler LaBelle
- Morgan McMinn
- Zayden Merry
- Kalyn Mitchell
- Cody Mobley
- Jason Pope
- Brayden Ringer
- Kyla Sawdo
- Jordan Stacy
- Emily Winkler
- Peyton Wyatt
- Kaley Zepeda

#### Girls Weightlifting

- Emma Heck - Clay High

#### Girls Wrestling

- Cheyenne Cruce - Middleburg High

#### **Presenters**

**School Showcase** (Tynes Elementary School, Sarah Brennan, Principal)

#### **Presentations from the Audience (Public Comment)**

### 4. Public Comment

#### **Minutes:**

Public speakers:

- Jessica Willson
- Bruce Friedman
- Holly Bishop
- Shannon Hube
- Patricia Shaffer
- Echo Nova

#### **Discussion Agenda**

#### **Human Resources**

### 5. D1 - Human Resources Special Action A

Special Action A - 04042024.pdf (Confidential)

#### **Motion**

Motion to Approve Human Resources Special Action A

**Vote Results ( Approved )**

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Not Present

Erin Skipper

- Aye

6. D2 - Human Resources Special Action B

**Minutes:**

There was no Human Resources Special Action B.

7. D3 - Human Resources Special Action C

**Minutes:**

There was no Human Resources Special Action C.

**Instruction-Instructional Resources**

8. D4 - Public Hearing to Approve as Advertised the Adoption of K-12 Social Studies and K-12 Science Materials

[2023-2024 K-12 Social Studies Teacher Ranking Results.pdf](#)

[2023-2024 K-12 Science Preselection Committee Results.pdf](#)

[2023-2024 K-12 Social Studies and K-12 Science Adoption NOTICE OF APPROVAL TO ADVERTISE SB Policy.pdf](#)

[2023-2024 K12 Social Studies Adoption Packet.pdf](#)

[2023-2024 K12 Science Adoption Packet.pdf](#)

**Minutes:**

Chair Gilhousen opened the public hearing. With no one coming forward to speak to the item, the public hearing was closed.

**Motion**

Motion to Approve as Advertised the Adoption of K-12 Social Studies and K-12 Science Materials

**Vote Results ( Approved )**

Motion: Beth Clark

Second: Mary Bolla

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Not Present

Erin Skipper

- Aye

**Business Affairs**

9. C20 - Request for the Adoption of Resolution #2024-19, Authorizing the Issuance of the Certificates of Participation, Series 2024A and Request for the Adoption of Resolution #2024-20, Authorizing the Issuance of the Refunding Certificates of Participation, Series 2024B (moved to Discussion by Staff)

[696477731\\_v 1 Board Resolution No. 2024-19 for 2024A Cops Clay Schools.PDF](#)

[696479114\\_v 2 Board Resolution No. 2024-20 for 2024B Cops Clay Schools.PDF](#)

**Motion**

Motion to Approve Request for Adoption of Resolution #2024-19, Authorizing the Issuance of the Certificates of Participation, Series 2024A, and Request for the Adoption of Resolution #2024-20, Authorizing the Issuance of the Refunding Certificates of Participation, Series 2024B

#### Minutes

Following the voting on this item, Chair Gilhousen called a recess of the regular school board meeting at 7:04 p.m.

#### Vote Results ( Approved )

Motion: Mary Bolla

Second: Erin Skipper

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Not Present

Erin Skipper

- Aye

10. C20A - Request Clay County School Board Leasing Corporation Adopt Resolution #2024-19A, Authorizing the Issuance of the Certificates of Participation, Series 2024A and Adopt Resolution #2024-20A, Authorizing the Issuance of the Refunding Certificates of Participation, Series 2024B (moved to Discussion by Staff)

[696478339\\_v 1\\_Leasing Corp. Resolution No. 2024-19A for 2024A Cops Clay Schools.PDF](#)

[696479776\\_v 2\\_Leasing Corp. Resolution No. 2024-20A for 2024B Cops Clay Schools.PDF](#)

#### Minutes:

Chair Gilhousen called to order the Board of Directors of the Clay County School Board Leasing Corporation meeting at 7:05 p.m. to approve the nomination of officers, the election of officers, and the approval of Item C20A.

Following the nominations and election of officers to the Board of Directors of Clay School Board Leasing Corporation, President Gilhousen stated the purpose of the meeting as follows:

1. The adoption of Resolution #2024-19A which authorizes the issuance of Certificates of Participation, Series 2024A (COPS), in an aggregate principal amount not to exceed \$36 million, in order to finance through a lease-purchase arrangement the construction of two (2) new classroom wings at Lake Asbury Junior High and Oakleaf Junior High. The new wings are estimated to cost approximately \$36 million and any remaining cost will be funded from a combination of other capital outlay revenue sources including, but not limited to: impact fees and local capital improvement (LCIF) revenues. The Resolution also approves the negotiated private sale of the COPS to Raymond James & Associates, Inc., authorizes the execution of Lease Schedule #2024A, a Series 2024A Supplemental Trust Agreement, a Series 2024A Ground Lease Agreement and a Certificate Purchase Contract, and approves certain amendments to the Master Lease-Purchase Agreement and Master Trust Agreement.
2. The adoption of Resolution 2024-20A which authorizes (i) the refunding of outstanding Certificates of Participation (COPS), series 2012, Series 2014, and Series 2017 through the issuance of refunding Certificates of Participation, Series 2024B in an aggregate principal amount not to exceed \$17,000,000; (ii) approves the negotiated private sale of the COPS to Raymond James and Associates, Inc.; (iii) authorizes the execution of a Second Amended and Restated Lease Schedule No. 2008, a Second Amendment to the Series 2008 Ground Lease Agreement, a Series 2024B Supplemental Trust Agreement and a Certificate Purchase Contract.

Roger Dailey, Alternate Secretary, read the following recommendations into the record:

A. Consideration of Resolution No. 2024-19A authorizing issuance of Certificates of Participation, Series 2024A, and the execution of the following:

- Lease Schedule 2024A
- Series 2024A Supplemental Trust Agreement
- Series 2024A Ground Lease Agreement
- Certificate Purchase Contract
- Certain amendments to the Master Lease-Purchase Agreement and Master Trust Agreement

B. Consideration of Resolution No. 2024-20A authorizing issuance of Certificates of Participation, Series 2024B, and the execution of the following:

- Second Amended and Restated Lease Schedule 2008
- Series 2024B Supplemental Trust Agreement
- Second Amendment to Series 2008 Ground Lease Agreement
- Certificate Purchase Contract

Motion to Approve Proposed Nominations of Officers as Follows: Ashley Gilhousen, President; Mary Bolla, Vice President, David Broskie, Secretary, Dr. Susan Legutko, Treasurer

**Minutes**

Ashley Gilhousen, Board Chair, proposed the following officers be nominated: Ashley Gilhousen, President; Mary Bolla, Vice President, David Broskie, Secretary, Dr. Susan Legutko, Treasurer. Following voting on this motion, Jeremiah Blocker, School Board Attorney, proposed that a motion be made to designate Roger Dailey as an alternate secretary, due to Superintendent Broskie not being present at this meeting. Mrs. Gilhousen called for a motion on this item as described. Mrs. Bolla motioned, seconded by Mrs. Skipper. A vote was taken and the motion passed 4 - 0.

**Vote Results ( Approved )**

Motion: Beth Clark

Second: Erin Skipper

Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Beth Clark	- Aye
Michele Hanson	- Not Present
Erin Skipper	- Aye

**Motion**

Motion to Elect Officers as Follows: Ashley Gilhousen, President; Mary Bolla, Vice President; David Broskie, Secretary; Roger Dailey, Alternate Secretary; Dr. Susan Legutko, Treasurer

**Vote Results ( Approved )**

Motion: Erin Skipper

Second: Beth Clark

Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Beth Clark	- Aye
Michele Hanson	- Not Present
Erin Skipper	- Aye

**Motion**

Motion to Approve Adoption of Resolution #2024-19A, Authorizing the Issuance of the Certificates of Participation, Series 2024A and Adopt Resolution #2024-20A, Authorizing the Issuance of the Refunding Certificates of Participation, Series 2024B

**Vote Results ( Approved )**

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Beth Clark	- Aye
Michele Hanson	- Not Present
Erin Skipper	- Aye

**Motion**

Motion to Adjourn the Meeting of the Clay County School Board Leasing Corporation

**Minutes**

Following the adjournment of the meeting of the Clay County School Board Leasing Corporation, at 7:11 p.m., Chair Gilhousen reconvened the regular meeting

**Vote Results ( Approved )**

Motion: Mary Bolla

Second: Erin Skipper

Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Beth Clark	- Aye



## Consent Agenda

### Superintendent

11. C1 - Minutes of School Board Special Meeting and School Board Workshop on February 27, 2024; Student Discipline Hearings and Regular Meeting on March 7, 2024

2024 Feb 27 Special Mtg.pdf

2024 Feb 27 Workshop.pdf

2024 Mar 7 Student Hearings.pdf (Confidential)

2024 Mar 7 Regular Mtg.pdf

### Human Resources

12. C2 - Personnel Consent Agenda

Personnel Consent Agenda - April 4 2024.pdf

13. C3 - Proposed Supplement Allocations for 2024-25

2024-2025 Supplements.pdf

14. C4 - Reappointments of Instructional and Support Personnel 2024-2025 School Year

2024-2025 Reappointment Agenda.pdf

15. C5 - Proclamation #24-14 to Establish May 6 - 10, 2024, as Teacher Appreciation Week in Clay County, and Tuesday, May 7, 2024, as Teacher Appreciation Day

Teacher Appreciation Proclamation 2023-2024.pdf

16. C6 - Proclamation #24-15 to Establish April 22 - 26, 2024, as Administrative Professionals' Week and Wednesday, April 24, 2024, as Administrative Professionals' Day in Clay County

Administrative Professionals Proclamation 2023-2024.pdf

### Instruction-Academic Services

17. C7 - K-12 Academic Services Out of State and Overnight Student Travel

April 2024 Student Travel.pdf

18. C8 - Proposed Florida Youth Challenge Academy Student/Employee Calendar for 2024-2025 School Year

FLYCA Student-Employee 2024-2025 Calendar.pdf

19. C9 - 2024 Secondary Summer Programs Calendars Revised

Secondary Summer Programs Calendar 2024 Revised.pdf

20. C10 - 2024 VPK, 3rd Grade Summer Camp Calendar revised

2024 VPK, 3rd Grade Summer Camp Calendar Revised.pdf

21. C11 - Imagine Learning Courseware Agreement

Imagine Learning Quote Q 13382.pdf

240154 Imagine Learning.pdf

### Instruction-Adult Education

22. C12 - CCDS-Adult & Community Education (ClayACE) and Electrical Training Alliance of Jacksonville (ETAJ) MOU for Post-Secondary Adult Pre-Apprenticeship Program

240120 Elec Training Alliance MOU with ACE.pdf

Contract 240120\_Executed.pdf

### Instruction-Professional Development

[23. C13 - Affiliation Agreement between Clay County District Schools and Jacksonville University \(JU\)](#)

[240118 Jacksonville University.pdf](#)

[24. C14 - Affiliation Agreement between Clay County District Schools and Arizona State University \(ASU\)](#)

[240130 Arizona State Univ.pdf](#)

#### **Instruction-Reading/Library Media**

[25. C15 - Proclamation #24-16 to Establish April, 2024 as School Library Month in Clay County](#)

[Proclamation-April-2024-School-Library-Media-Month.pdf](#)

#### **Instruction-Climate and Culture**

[26. C16 - Proclamation #24-17, National School Nurse Week](#)

[Nurses Week Proclamation24 \(1\).pdf](#)

[27. C17 - Proclamation # 24-18: Month of the Military Child, Purple Up Day April 17, 2024](#)

[Month of Military Child Proclamation 2024.docx.pdf](#)

#### **Business Affairs**

[28. C18 - Proposed Allocation Changes for 2023-2024](#)

[04.04.24 23-24 Allocation Summary.pdf](#)

[29. C19 - Proposed Allocation Changes for 2024-2025](#)

#### **Business Affairs-Accounting**

[30. C21 - Monthly Financial Reports for February, 2024](#)

[February 2024 Monthly Board Property Reports.pdf](#)

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

[Contracts Signed by Superintendent \\$50,000 to \\$100,000.pdf](#)

[31. C22 - Budget Amendment Report for February 29, 2024](#)

[Budget Report February 29 2024.pdf](#)

#### **Business Affairs-Internal Accounts**

[32. C23 - NSF Checks](#)

[chs-nsf-check-write-off-agenda..pdf](#)

#### **Business Affairs-Payroll**

[33. C24 - Approval of the 2024-2025 Payroll Calendars](#)

[2024-2025 Master Payroll Calendar.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - 10 Mo 196 & 197.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - 11 Month 216.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - 12 month 260 .pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - 24\\_25 Payroll Employee Work Days.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - 24\\_25 Payroll Processing Dates.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - 9 Month ALL.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - SUMMER 2024.pdf](#)

[2024-2025 Pay Period Work Dates\\_Calendars - FYCA.pdf](#)

#### **Business Affairs-Property**

[34. C25 - DELETION OF CERTAIN ITEMS REPORT MARCH, 2024](#)

**Business Affairs-Purchasing**

[35. C26 - BID Renewal](#)

**Operations-Facilities**

[36. C27 - Substantial and Final Completion of Keystone Heights Elementary School New Cafeteria/Classrooms](#)

[Certificate of Substantial Completion - KHE New Cafeteria Classrooms](#)

[Certificate of Final Completion - KHE New Cafeteria Classrooms](#)

[37. C28 - Substantial and Final Completion of Bannerman Learning Center Parking Lot Renovations/Security Lighting Replacement](#)

[Certificate of Substantial Completion - BLC Parking Lot Renovations](#)

[Certificate of Final Completion - BLC Parking Lot Renovations](#)

[38. C29 - Appointments for the Citizens Oversight Committee](#)

[Citizen Oversight Committee Members.pdf](#)

[39. C30 - School Concurrency Proportionate Share Mitigation \(PSM\) Agreement between the Clay County School Board, Clay County, and Forestar \(USA\) Real Estate Group, Inc., a Delaware Corporation \(Baxley Villas\)](#)

[PSM Agreement - Forestar Real Estate Group.pdf](#)

[40. C31 - Lakeside Elementary School Restroom Renovation Contract Award](#)

[Lakeside Elementary Restroom Renovations Contract 4.4.24.pdf](#)

[41. C32 - Orange Park Elementary School Restroom Renovation Contract Award](#)

[Orange Park Elementary Restroom Contract 4.4.24.pdf](#)

[42. C33 - Prequalification of Contractors](#)

[Table for Board Backup Contractor Prequal, 4.4.24](#)

[43. C34 - Orange Park High School Media Center Renovation Contract Award](#)

[Orange Park High School Media Center Renovation Contract 4.4.24.pdf](#)

[44. C35 - S. Bryan Jennings Fire Alarm Repair/Replacement Contract Award](#)

[S. Bryan Jennings Fire Alarm Repair/Replacement 4.4.24.pdf](#)

[45. C36 - Substantial and Final Completion of Fleming Island High School Replace Batting Practice Building and Erosion Control](#)

[FIH Batting Practice Building Substantial and Final Completion.pdf](#)

[46. C37 - Substantial and Final Completion of Middleburg High School Cafeteria Expansion](#)

[MHS Cafeteria Expansion Substantial and Final Completion.pdf](#)

**Adoption of Consent Agenda**

[47. Adoption of Consent Agenda](#)

**Motion**

Motion to Adopt Consent Agenda

**Vote Results ( Approved )**

Motion: Mary Bolla

Second: Erin Skipper

Ashley Gilhousen

Mary Bolla

Beth Clark

Michele Hanson

Erin Skipper

- Aye

- Aye

- Aye

- Not Present

- Aye

**CCEA Update** (Victoria Kidwell)

**CESPA Update** (Lonnie Roberts)

**Superintendent's Update and Presentations** (None)

**School Board Attorney Remarks**

[48. School Board Attorney Comments](#)

**Minutes:**

Jeremiah Blocker, School Board Attorney, noted a shade meeting with the district's labor attorney to be held on April 10, 2024.

He also provided a status of ongoing agreements in process with Clay County Sheriff's Office.

**School Board Member Remarks**

[49. School Board Member Comments](#)

**Minutes:**

Mrs. Skipper is attending a leadership conference in April and looks forward to sharing information with the board.

Mrs. Bolla noted upcoming graduations, Tools4Schools and the incredible volunteer support that event enjoys, appreciation for the companies and businesses who support Clay Education Foundation, the Dolly Parton Imagination Library, a ribbon-cutting at KHH, the incredible Career and Technical Education Program offerings, a PACE for Girls luncheon, and an OASIS (Oakleaf Area Schools in Song) concert that incorporated over 250 students from the Oakleaf area schools.

**Adjournment** (7:25 a.m.)

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**Superintendent of Schools**

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**School Board Chair**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C2 - Controlled Open Enrollment (COE) Plan for the 2024-2025 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 2024- 2025 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 2024-2025 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, the Clay County School District administered Controlled Open Enrollment for the first time. Throughout Clay County, 11 schools had available capacity in 2017, 10 schools in 2018, 11 schools in 2019, 11 schools in 2020, 5 schools in 2021, and 5 schools in 2022. All schools enrolled new students as a result of COE. The number of applicants for each previous year, and the current year, is reflected in the chart below.

#### **COE Year Number of Applicants**

<b>2017-2018</b>	<b>417</b>
<b>2018-2019</b>	<b>406</b>
<b>2019-2020</b>	<b>516</b>
<b>2020-2021</b>	<b>657</b>
<b>2021-2022</b>	<b>241</b>
<b>2022-2023</b>	<b>56*</b>
<b>2023-2024</b>	<b>110**</b>
<b>Total</b>	<b>2,347</b>

\*56 applicants between July 1 - December 6, 2022

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

#### Expected Outcomes

For the 2024-25 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 2024- 2025 school year

#### Contact

Kelly Watt, Chief of Staff, [kelly.watt@myoneclay.net](mailto:kelly.watt@myoneclay.net)

Karen McMillan, Coordinator of School Choice and Charter Schools, [karen.mcmillan@myoneclay.net](mailto:karen.mcmillan@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 2024-25 SY.pdf](#)

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# Clay County School District

## Controlled Open Enrollment Plan

Clay County School District strives to provide parents with 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 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 two 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. In order 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.

12 Week Dates for 2023-2024
September 11, 2023
December 4, 2023
February 24, 2024
May 30, 2024 *For the following school year

12 Week Dates for 2024-2025
September 9, 2024
December 2, 2024
February 24, 2025
June 3, 2025 *For the 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 be put on the waitlist.

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 that 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 that 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.

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C3 - School Board Member Out-of-County Travel Expenses Estimated to Attend FSBA/FADSS Annual Summer Conference

#### Description

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

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

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

Estimated Travel Expenses To Attend FSBA/FADSS Annual Summer Conference

Date/Conference	Board Members Attending	Location	Purpose	Estimated Cost
June 2024 FADSS/FSBA Annual Joint Summer Conference	Bolla, Clark, Gilhousen, Hanson, Skipper	Tampa FL	Official Business of the District	\$5,500

#### Gap Analysis

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

#### Previous Outcomes

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

#### Expected Outcomes

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

#### Strategic Plan Goal

Goal 5.2 Promote fiscal transparency and communication.

#### Recommendation

Recommend approval

#### Contact

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

#### Financial Impact

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

#### Review Comments

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## School Board of Clay County

### May 2, 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](mailto: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 \(1\).pdf](#)

**DIVISION OF HUMAN RESOURCES  
PERSONNEL CONSENT AGENDA**

**May 2, 2024  
TABLE OF CONTENTS**

<b>I.</b>	<b><u>Administrative Actions</u></b>	
	A. 2023-2024 Appointments	I-A, p. 1
	B. 2023-2024 Re-Appointments	I-B, p. 1
	C. 2023-2024 Redesignations	I-C, p. 1
	D. 2023-2024 Transfers	I-D, p. 1
	E. 2023-2024 Resignations, Retirements, Conclude Employment	I-E, p. 1
	F. 2023-2024 Supplements	I-F, p. 1
	A. 2024-2025 Appointments	I-A, p. 1
	B. 2024-2025 Re-Appointments	I-B, p. 1
	C. 2024-2025 Redesignations	I-C, p. 1
	D. 2024-2025 Transfers	I-D, p. 1
	E. 2024-2025 Resignations, Retirements, Conclude Employment	I-E, p. 1
	F. 2024-2025 Supplements	I-F, p. 1
<b>II.</b>	<b><u>Job Descriptions and Supporting Documents</u></b>	
	A. Support	II-A, p. 1-3
	B. Certificated	II-B, p. 1-7
	C. Administrative	III-C, p. 1-3
<b>III.</b>	<b><u>Instructional Actions</u></b>	
	A. 2023-2024 Appointments	III-A, p. 1
	B. 2023-2024 Reappointments	III-B, p. 1
	C. 2023-2024 Redesignations	III-C, p. 1
	D. 2023-2024 Transfers	III-D, p. 1
	E. 2023-2024 Resignations/Retirements/Conclude Employment	III-E, p. 1-5
	F. 2023-2024 Supplements	III-F, p. 1
	G. 2023-2024 Pending Appointments	III-G, p. 1
	H. 2023-2024 Out Of Field	III-H, p. 1
	A. 2024-2025 Appointments	III-A, p. 1
	B. 2024-2025 Reappointments	III-B, p. 1-6
	C. 2024-2025 Redesignations	III-C, p. 1
	D. 2024-2025 Transfers	III-D, p. 1
	E. 2023-2024 Resignations/Retirements/Conclude Employment	III-E, p. 1
	F. 2024-2025 Supplements	III-F, p. 1
	G. 2024-2025 Pending Appointments	III-G, p. 1
	H. 2024-2025 Out of Field	III-H, p. 1

**IV. Instructional Miscellaneous Actions**

- |                                  |            |
|----------------------------------|------------|
| A. 2023-2024 Summer School       | IV-A. p. 1 |
| B. 2023-2024 Community Education | IV-B. p. 1 |
| C. 2023-2024 Adult Education     | IV-C. p. 1 |
| A. 2024-2025 Summer School       | IV-A. p. 1 |
| B. 2024-2025 Community Education | IV-B. p. 1 |
| C. 2024-2025 Adult Education     | IV-C. p. 1 |

**V. Instructional Substitute Teacher Actions**

- |   |           |
|---|-----------|
| A. 2023-2024 Substitute Teacher Approval (None) | V-A. p. 1 |
| A. 2024-2025 Substitute Teacher Approval (None) | V-A. p. 1 |

**VI. Support Actions**

- |   |              |
|---|--------------|
| A. 2023-2024 Appointments                                 | VI-A, p. 1-2 |
| B. 2023-2024 Reappointments                               | VI-B, p. 1   |
| C. 2023-2024 Redesignations                               | VI-C, p. 1   |
| D. 2023-2024 Transfers                                    | VI-D, p. 1   |
| E. 2023-2024 Resignations/Retirements/Conclude Employment | VI-E, p. 1-3 |
| F. 2023-2024 Supplements                                  | VI-F, p. 1   |
| A. 2024-2025 Appointments                                 | VI-A, p. 1   |
| B. 2024-2025 Reappointments                               | VI-B, p. 1-2 |
| C. 2024-2025 Redesignations                               | VI-C, p. 1   |
| D. 2024-2025 Transfers                                    | VI-D, p. 1   |
| E. 2024-2025 Resignations/Retirements/Conclude Employment | VI-E, p. 1   |
| F. 2024-2025 Supplements                                  | VI-F, p. 1   |

**I. Administrative Actions****A. APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
HECHT, JASMINE ROUGINA FNS MANAGER FOOD SERVICES INTE CAFETERI	Food & Nutrition Srvc	Effective 2024-04-08 CAFETERI / Annual

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>
SMITH, ANSLEY POLLI OPJ ASST PRINCIPAL JH 12 MO 12 MONTH	Orange Park Jr High	Effective 2024-04-01 / redesignated from / OPJ ASST PRINCIPAL JH 11 MO / 11 MONTH

**I. Administrative Actions**

**D. TRANSFER**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
JEWELL, JESSICA LAINE CEB ASST PRINCIPAL EL 11 MOS 11 MONTH	Charles E. Bennett Elementary	Effective 2024-04-08 /transfer from / PES ASST PRINCIPAL EL 11 MOS
MOORE, WILLIAM STANLEY SLE ASST PRINCIPAL EL 12 MO 12 MONTH	Shadowlawn Elementary	Effective 2024-04-01 /transfer from / OPJ ASST PRINCIPAL JH 12 MO

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**I. Administrative Actions****E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
CHAMBERS, ALLISON AES MGR SELF CONTAINED I CAFETERI	Argyle Elementary	Effective 2024-05-31 RETIREMENT
GRIFFIS, GERALD M FPC PROJECT MANAGER 12 MONTH	Division Of Support Services	Effective 2024-06-27 RETIREMENT
HECHT, JASMINE ROUGINA MCE CAFE ASSISTANT 5.25 HOURS 9 MON SU	Food & Nutrition Srvc	Effective 2024-04-05 RESIGNATION
KEMP, MICHAEL S FPC DIR, FACILITIES PLANN 12 MONTH	OPERATIONS	Effective 2024-04-19 RESIGNATION
POMPEY, SHARON A BAF COOR PAYROLL ACTIVITIES 12 MONTH	Business Affairs	Effective 2024-06-27 RESIGNATION

**I. Administrative Actions**

**F. SUPPLEMENT**

<u>Name/Assignment</u>	<u>Site</u>	
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**I. Administrative Actions**

**A. APPOINTMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
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I. Administrative Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
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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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I. Administrative Actions

D. TRANSFER

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

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

**F. SUPPLEMENT**

Name/Assignment	Site	
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### III. Instructional Actions

#### A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
ANDREWS, CHELSEA DANIELLE TES TEACHER, SC, FOURTH GR 10 MONTH	Tynes Elementary	Effective 2024-03-26 10 MONTH / interim
DAVIS, RHONDA JOYCE BLC TEACHER, READING, SH 10 MONTH	Bannerman Learning Center	Effective 2024-03-25 10 MONTH / interim
MCALLISTER, TIMOTHY P OPH TEACHER, ROTC/MILITARY SH 11 MONTH	Orange Park High	Effective 2024-04-04 11 MONTH / interim
MCEACHIN, MICHELLE POPE IRS CURR SPEC 11 MO 11 MONTH	Instructional Resources	Effective 2024-04-08 11 MONTH / interim
MONTGOMERY III, RICHARD OLSON LJH VE SELF-CONTAINED-EBD 10 MONTH	Lakeside Junior High	Effective 2024-03-27 10 MONTH / interim
RODRIGUES, BRANDY LEA GPE TEACHER, SC, FIFTH GR 10 MONTH	Grove Park Elementary	Effective 2024-04-01 10 MONTH / interim
SEXTON, AMBER MARIE MHS TEACHER, SUPP FACIL 10 MONTH	Middleburg High	Effective 2024-04-01 10 MONTH / interim
SZATMARI, SARAH CHRISITINE KHH TEACHER, SCIENCE, JH 10 MONTH	Keystone Heights High School	Effective 2024-04-11 10 MONTH / interim

**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>
ARNETTE, ROBERT BRYAN RHS TEACHER, PHYSICAL ED SH 10 MONTH	Ridgeview High School	Effective 2024-01-01 / redesignated from / RHS TEACHER, PHYS ED SH 11MO / 11 MONTH

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### III. Instructional Actions

#### D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
CARTER, KATIE ALYSSA FIH TEACHER, TECHNOLOGY ED 10 MONTH	Fleming Island High School	Effective 2024-04-08 /transfer from / SLE TEACHER, ART, ELEM
SECO, JENNIFER MARI ACE TEACHER, ADULT ED 11 MONTH 11 MONTH	Exceptional Student Education	Effective 2024-04-22 /transfer from / ESE CURR SPEC 11 MO

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### III. Instructional Actions

#### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	ANDERSON, LAURA JEAN INSTRUCTIONAL - CWL 10 MO LNG TRM	COUNTY-WIDE LEAVE	Effective 2024-05-31 RESIGNATION
	BECKWITH-BROWN, ROSALIND LORRAINE ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Oakleaf Junior High School	Effective 2024-04-19 RETIREMENT
	BELGRAVE, SONIA SHAREE OHS TEACHER, MATHEMATICS, SR 10 MONTH	Oakleaf High School	Effective 2024-03-21 RESIGNATION
	BENNETT, EBONIE SIRLECIA KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2024-05-31 RESIGNATION
	BLAND, DEBORA L KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2024-04-18 RESIGNATION
	BROWN, ANGELIA RENAY OVE TEACHER, SC, SIXTH GR 10 MONTH	Oakleaf Village Elementary	Effective 2024-05-31 RESIGNATION
	CASTANON, IVY YVETTE OHS TEACHER, SUPP FACIL 10 MONTH	Oakleaf High School	Effective 2024-05-31 RESIGNATION
0.5	CHAFF, SHANNON W SLE TEACHER, SC, SIXTH GR SPECIAL	Shadowlawn Elementary	Effective 2024-05-31 RETIREMENT
	CHEATWOOD, CYNTHIA KEECH OPJ TEACHER, SOC STUD, JH 10 MONTH	Orange Park Jr High	Effective 2024-05-31 RETIREMENT
	CLARK, RACHEL ANNE WJH TEACHER, SCIENCE, JH 10 MONTH	Wilkinson Jr High	Effective 2024-05-31 RESIGNATION
	CLASEN-LEBLANC, KEVIN ARTHUR OHS TEACHER, MUSIC, SH 10 MONTH	Oakleaf High School	Effective 2024-05-31 RESIGNATION
	CLAY, CHRISTINE LOUISE OHS TEACHER, MATHEMATICS, SR 10 MONTH	Oakleaf High School	Effective 2024-04-04 CONCLUDE EMPLOYMENT
	COLLINS, ASHLEY BROOKE MHS TEACHER, MATHEMATICS, SR 10 MONTH	Middleburg High	Effective 2024-04-11 RESIGNATION
	COLLINS, MOLLY NICOLE OVE TEACHER, SC, KINDERGARTEN 10 MONTH	Oakleaf Village Elementary	Effective 2024-05-31 RESIGNATION
	CRAFT, TABITHA LYNN MRE TEACHER, VE/INCLUSION 10 MONTH	Mcrae Elementary	Effective 2024-05-31 RESIGNATION
	CUNNINGHAM, KELLY MARIE KHE TEACHER, VE/INCLUSION 10 MONTH	Keystone Heights Elementary	Effective 2024-05-31 RESIGNATION
	DOLNEY, CARRI DAWN GCJ TEACHER, SCIENCE, JH	Green Cove Springs Junior High	Effective 2024-05-31 RESIGNATION

### III. Instructional Actions

#### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
10 MONTH		
EVANS, VICTORIA A SPC TEACHER, SC, KINDERGARTEN 10 MONTH	Swimming Pen Creek Elem	Effective 2024-05-31 RESIGNATION
FERGUSON, KATHY J TBE TEACHER, SC, FIFTH GR 10 MONTH	Thunderbolt Elementary	Effective 2024-05-31 RETIREMENT
FORBES, CIARA QUISHANNA DOE TEACHER, SC, SIXTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2024-03-20 RESIGNATION
GEISLER, JUNE ANITA LES TEACHER, SC, KINDERGARTEN 10 MONTH	Lakeside Elementary	Effective 2024-05-31 RETIREMENT
GOMES, JENNIFER JOAN RHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Ridgeview High School	Effective 2024-05-31 RESIGNATION
GROVES, SONIA L OPJ TEACHER, MATHEMATICS, JH 10 MONTH	Orange Park Jr High	Effective 2024-05-31 RETIREMENT
GUERRERO, ELMA JANE CGE TEACHER, PRE-K/ BEHAVIOR ESE 10 MONTH	Coppergate Elementary	Effective 2024-04-03 RESIGNATION
HALL, JULIE WILKS TES TEACHER, SC, SECOND GR 10 MONTH	Tynes Elementary	Effective 2024-05-31 RESIGNATION
HAUN, JILL MARIE MHS TEACHER, SCIENCE, SH 10 MONTH	Middleburg High	Effective 2024-05-31 RESIGNATION
HOVNANIAN, KARRIE RENA WES TEACHER, SC, KINDERGARTEN 10 MONTH	Wilkinson Elementary	Effective 2024-05-31 RESIGNATION
HUBBARD, JESSALYN HILLIS WES TEACHER, SC, THIRD GR 10 MONTH	Wilkinson Elementary	Effective 2024-05-31 RESIGNATION
JOHNSON, BRIANA ASHLEY OVE TEACHER, SC, SECOND GR 10 MONTH	Oakleaf Village Elementary	Effective 2024-05-31 RESIGNATION
KENDRICK, JULIE RENEE KHE TEACHER, SC, SECOND GR 10 MONTH	Keystone Heights Elementary	Effective 2024-05-31 RESIGNATION
KROLL, ASHLEY PAPPAS KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2024-05-31 RESIGNATION
LAZIC, DEBRA MAWYER MRE TEACHER, PRE-KDG/ASD ESE 10 MONTH	Mcrae Elementary	Effective 2024-05-31 RESIGNATION
0.4 LEWIS, JENNA PATRICE	Middleburg Elementary	Effective 2024-05-31



### III. Instructional Actions

#### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
MBE TEACHER, TITLE I, ELEM SPECIAL		RESIGNATION
LUCAS, LINDSEY DANIELLE OVE TEACHER, SC, KINDERGARTEN 10 MONTH	Oakleaf Village Elementary	Effective 2024-05-31 RESIGNATION
MATTHEWS, DIANE ELWELL PES TEACHER, SC, SIXTH GR 10 MONTH	Robert M. Paterson Elementary	Effective 2024-05-31 RETIREMENT
MATTOX, JESSE A KHH TEACHER, PHYSICAL ED SH 10 MONTH	Keystone Heights High School	Effective 2024-05-31 RETIREMENT
MCCOY, JOSEPH HERMAN RHS TEACHER, SCIENCE, SH 10 MONTH	Ridgeview High School	Effective 2024-05-31 RESIGNATION
MCEACHIN, MICHELLE POPE IRS ADMIN SUPPORT ASSISTANT 12 MO SU	Instructional Resources	Effective 2024-04-05 RESIGNATION
MILLER, EMILY NICOLE RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	Effective 2024-04-19 RESIGNATION
MORALES, ESTEFANIA RAMOS INSTRUCTIONAL - CWL 10 MO LNG TRM	COUNTY-WIDE LEAVE	Effective 2024-05-31 CONCLUDE EMPLOYMENT
MORRIS, BRENDA WILMOTT FIH TEACHER, SCIENCE, SH 10 MONTH	Fleming Island High School	Effective 2024-05-31 RESIGNATION
MORRIS, CYNTHIA RAE RHS TEACHER, MATHEMATICS, SR 10 MONTH	Ridgeview High School	Effective 2024-04-05 RETIREMENT
MOULIN, JESSI LOUISE SPS VE SELF-CONTAINED-ASD 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2024-03-22 RESIGNATION
MUFFLEY, JESSICA MARIE PES TEACHER, VE/INCLUSION 10 MONTH	Robert M. Paterson Elementary	Effective 2024-05-31 RESIGNATION
MULLINS, AMBER LYNN MARIE OVE TEACHER, SC, KINDERGARTEN 10 MONTH	Oakleaf Village Elementary	Effective 2024-05-31 RESIGNATION
O CONNELL, RHONDA FAYE WEC VE SELF-CONTAINED-IND 10 MONTH	W.E. Cherry Elementary	Effective 2024-05-31 RETIREMENT
OLDFIELD, KYLE NELSON GCJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Green Cove Springs Junior High	Effective 2024-05-31 RESIGNATION
ORE, BRITTANY ANNE TES TEACHER, SC, KINDERGARTEN 10 MONTH	Tynes Elementary	Effective 2024-05-31 RESIGNATION
PAIGE, BRENDA REBECCA OHS COUNSELOR, SH 11 MO 11 MONTH	Oakleaf High School	Effective 2024-03-08 RESIGNATION

### III. Instructional Actions

#### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
0.6	PIERCE, BARBARA MARIE INSTRUCTIONAL - CWL 10 MO LNG TRM	COUNTY-WIDE LEAVE	Effective 2024-03-13 RESIGNATION
	RISH SALAZAR, ALLISON LEIGH WJH TEACHER, GIFTED 10 MONTH	Wilkinson Jr High	Effective 2024-05-31 RESIGNATION
	RUNK, LACEY ELEN DOE TEACHER, SC, THIRD GR 10 MONTH	Discovery Oaks Elementary	Effective 2024-05-31 RESIGNATION
	SLUYS, ALLISON WEST TES TEACHER, PHYSICAL ED EL 10 MONTH	Tynes Elementary	Effective 2024-05-31 RESIGNATION
	SNYDER, LYNNE CHARLENE OPJ VE SELF-CONTAINED-IND 10 MONTH	Orange Park Jr High	Effective 2024-05-31 RETIREMENT
	STILTS, BREYANA MICHELLE MHS TEACHER, SOC STUD, SH 10 MONTH	Middleburg High	Effective 2024-05-31 RESIGNATION
	SWACKHAMMER, JOAN MICHELE ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Tynes Elementary	Effective 2024-05-31 RESIGNATION
	SWANSON, EDWIN MILES KHH TEACHER, SCIENCE, SH 10 MONTH	Keystone Heights High School	Effective 2024-03-28 RESIGNATION
0.6	TRODGLEN, BRITTNEY AMBER MBE TEACHER, TITLE I, ELEM SPECIAL	Middleburg Elementary	Effective 2024-05-31 RESIGNATION
	TURNER, PENNY FIE TEACHER, SC, SIXTH GR 10 MONTH	Fleming Island Elementary	Effective 2024-05-31 RETIREMENT
	WALSH, CHARLES J LEADERSHIP SKILLS DEV SH 10 MONTH	Orange Park High	Effective 2024-05-31 RETIREMENT
	WASHINGTON, DESTINEY BRIANA PES COUNSELOR, ELEM 10 MONTH	Robert M. Paterson Elementary	Effective 2024-05-31 RESIGNATION
	WEISS, AUBREY LEIGH RVE TEACHER, SC, FIFTH GR 10 MONTH	Ridgeview Elementary	Effective 2024-05-31 RESIGNATION
	WESTHOFF, ASHLEY A TES TEACHER, SC, SECOND GR 10 MONTH	Tynes Elementary	Effective 2024-05-31 RESIGNATION
	WHITFIELD, DOREEN CLAYTONYA WJH TEACHER, VE/INCLUSION 10 MONTH	Wilkinson Jr High	Effective 2024-05-31 RESIGNATION
	WILDER, SEANNA KAE SPC TEACHER, SC, FOURTH GR 10 MONTH	Swimming Pen Creek Elem	Effective 2024-05-31 RESIGNATION
	WILLIAMS, KAYLEE SMITH MRE TEACHER, VE/INCLUSION	Mcrae Elementary	Effective 2024-05-31 RESIGNATION

**III. Instructional Actions****E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT**

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
10 MONTH WILSON, DEVIN MICHAEL OHS TEACHER, DROPOUT PREV SH 10 MONTH	Oakleaf High School	Effective 2024-03-28 RESIGNATION

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### III. Instructional Actions

#### F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	ANDERSON, JOYCE C WJH TRACK ASST JH SUPPLEME	Middleburg High	Resignation
	JOYCE, JULIE WJH TRACK ASST JH SUPPLEME	Wilkinson Jr High	Appointment
	MARSHALL, DARRIUS DEON CURRIE MHS FOOTBALL ASST HS 25% SUPPLEME	Ridgeview High School	Appointment
	MUDGE, KENNETH ROSS MHS FOOTBALL ASST HS 25% SUPPLEME	Keystone Heights High School	Resignation
	PARKS, BYRON A MHS TRACK ASST SH SUPPLEME	Middleburg High	Resignation
0.5	RAVENELL, SHALONDA TERRELLE OPJ DISCRETIONARY SUPPLEME	Orange Park Jr High	Appointment
	RHODES, KRISTEN SUE CHE TITLE 1 SUP ED SUPPLEME	Clay Hill Elementary	Appointment
	SCAMAHORN, ALEXANDRA VIRGINIA MRE TITLE 1 SUP ED SUPPLEME	Mcrae Elementary	Appointment
	SMENDA, AUSTIN C FIH FOOTBALL ASST HS 25% SUPPLEME	Fleming Island High School	Resignation
	TOBLER, ULYSSES MHS FOOTBALL ASST HS 25% SUPPLEME	Middleburg High	Resignation
	WIRT, CHRISTINE HIGHSMITH CHS DEPT HEAD (11-16 SUPPLEME	Career And Technical Education	Appointment

### 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

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### 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				
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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>
BARENGO, RACHEL E DOE TEACHER, VE/INCLUSION 10 MONTH	Discovery Oaks Elementary	10 MONTH / Professional Services
BARNHART, KRISTIAN D MBE VE SELF-CONTAINED-ASD 10 MONTH	Middleburg Elementary	10 MONTH / Annual
BATCHELOR, AMY DAWN MRE TEACHER, VE/INCLUSION 10 MONTH	Mcrae Elementary	10 MONTH / Annual
BELL, SHANA KAY CEB TEACHER, TITLE I, ELEM 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
BICE, HEATHER MOULTON RHS TEACHER, MUSIC, SH 10 MONTH	Ridgeview High School	10 MONTH / Professional Services
BRANCACCIO, DAWN NICOLE OVE TEACHER, PHYSICAL ED EL 10 MONTH	Oakleaf Village Elementary	10 MONTH / Professional Services
BREINDEL-HILL, JULIE ANN CHS TEACHER, MATHEMATICS, SR 10 MONTH	Clay High	10 MONTH / Annual
BROWN, LISA LUANNE SPECIALIST ATT ASST/SOC WORKER 10 MONTH	CLIMATE AND CULTURE	10 MONTH / Annual
BROWN, VERONICA CLARK OHS TEACHER, BUSINESS ED 10 MONTH	Oakleaf High School	10 MONTH / Annual
BRUNDIGE, SARAH ELIZABETH LAE TEACHER, VE/INCLUSION 10 MONTH	Lake Asbury Elementary	10 MONTH / Professional Services
CAIN, HOMER EDMOND OPJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Orange Park Jr High	10 MONTH / Annual
CARLSON, JENNY KATHLEEN SIP CURRICULUM COACH/TRAINER 10 MONTH	PROFESSIONAL DEVELOPMENT	10 MONTH / Annual
CASCANTE, ELIZABETH B DOE TEACHER, SC, FIFTH GR 10 MONTH	Discovery Oaks Elementary	10 MONTH / Annual
CASTELLI, BARBARA JEAN STS SCHOOL SOCIAL WORKER 10 MONTH	CLIMATE AND CULTURE	10 MONTH / Professional Services
CHAMPAGNE, TIMOTHY JAMES CEB TEACHER, SC, SIXTH GR 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Professional Services
CLOUD, BRUCE ALLEN FIH TEACHER, SOC STUD, SH 10 MONTH	Fleming Island High School	10 MONTH / Professional Services
COLLERAN, ROXANNE CAROL PES TEACHER, SC, FOURTH GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Professional Services



### III. Instructional Actions

#### B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
COSTELLO, CARRIE ANNE HOYLE GCJ TEACHER, SCIENCE, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Professional Services
COX, RHONDA MICHELE ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Orange Park High	10 MONTH / Professional Services
CROSBY, CARRIE SUE GCJ TEACHER, ART, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Professional Services
CUNNINGHAM, COURTNEY LOVE SPS TEACHER SC SIXTH GR 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	10 MONTH / Annual
DANELLA, CHRISTINA CGE TEACHER, SC, SECOND GR 10 MONTH	Coppergate Elementary	10 MONTH / Annual
DETWYLER JR, KENNETH P TBE TEACHER, SC, FIFTH GR 10 MONTH	Thunderbolt Elementary	10 MONTH / Annual
DIROCCO, JEANETTE JONES GCJ MEDIA SPECIALIST, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Professional Services
DOYLE, NATALIE ANN DIS TEACHER, SC, SECOND GR 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
EGUIGURE, YANITZA MARIE OHS TEACHER, FOREIGN LANG, SH 10 MONTH	Oakleaf High School	10 MONTH / Annual
EYSTER, PATRICIA ADAMS KHH TEACHER, SCIENCE, SH 10 MONTH	Keystone Heights High School	10 MONTH / Annual
FOLEY, DONNA MARIE RHS TEACHER, SCIENCE, SH 10 MONTH	Ridgeview High School	10 MONTH / Professional Services
FOX, LUKE WILLIAM CHS TEACHER, SOC STUD, SH 10 MONTH	Clay High	10 MONTH / Annual
GASKINS, ELISE FORD PES TEACHER, SC, KINDERGARTEN 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
GILLENWATERS, TODD M KHH TEACHER, BUSINESS ED 10 MONTH	Keystone Heights High School	10 MONTH / Annual
GLENESKI, NANCY LYNN SBJ TEACHER, TITLE I, ELEM 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
GLOVER, ASHLEY ROSE LAJ TEACHER, SCIENCE, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Professional Services
GOTTSCHALK, CAROL ELAINE MRE TEACHER, SC, FOURTH GR	Mcrae Elementary	10 MONTH / Annual

### III. Instructional Actions

#### B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
10 MONTH		
GRANT, COLBY ALEXANDER OHS TEACHER, READING, SH 10 MONTH	Oakleaf High School	10 MONTH / Annual
GREGOIRE, STANNIE CARLINDA SBJ TEACHER, SC, THIRD GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
HADUS, FELICIA D POE VE SELF-CONTAINED-ASD 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
HARRISON, CRYSTAL ELAINE DIS TEACHER, SC, SECOND GR 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
HELLWIG, BREE ELIZABETH TBE TEACHER, SC, SIXTH GR 10 MONTH	Thunderbolt Elementary	10 MONTH / Annual
JACKSON, TAMMY LEE OVE TEACHER, VE/INCLUSION 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
JEFFREY, TAMMY KAY OHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	10 MONTH / Professional Services
JOHNS, BENJAMIN G CHE TEACHER, MUSIC, ELEM 10 MONTH	Clay Hill Elementary	10 MONTH / Professional Services
JOHNS, MARY B PES TEACHER, SC, FIFTH GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
JONES, AMY LYNN GREGORY LES TEACHER, SC, FIFTH GR 10 MONTH	Lakeside Elementary	10 MONTH / Annual
JONES, ASHLEY NICOLE CGE TEACHER, SC, THIRD GR 10 MONTH	Coppergate Elementary	10 MONTH / Annual
KENNARD, KYLE ANDREW CHS TCH, SOC STUD, SH 11 MO 11 MONTH	Clay High	11 MONTH / Annual
KITTRELL, JESSICA SEMONICH OVE TEACHER, SC, FIRST GR 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
KOBELIN, JORDAN ADLER LJH TEACHER, MATHEMATICS, JH 10 MONTH	Lakeside Junior High	10 MONTH / Annual
LAFONT, LAUREN ASHLEY CHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Clay High	10 MONTH / Annual
LAPINSKI, CHERELLE NORENE POE TEACHER, GIFTED 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
LEARY, KEVIN TIMOTHY HR INSTRU SPECIALIST, 12 MONTH 12 MONTH	Human Resources	12 MONTH / Professional Services

### III. Instructional Actions

#### B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
LEGGE, KELLIE D RVE TEACHER, INSTRUCT TECH EL 10 MONTH	Ridgeview Elementary	10 MONTH / Professional Services
LESTRANGE, PAULAMAE FISH CHE COUNSELOR, ELEM 10 MONTH	Clay Hill Elementary	10 MONTH / Annual
LEWIS, JUDITH ELAINE OPE TEACHER, SC, THIRD GR 10 MONTH	Orange Park Elementary	10 MONTH / Professional Services
MARTIN, VICTORIA L MBE TEACHER, GIFTED 10 MONTH	Middleburg Elementary	10 MONTH / Annual
MCCLOUD, LISA A LAE TEACHER, VE/INCLUSION 10 MONTH	Lake Asbury Elementary	10 MONTH / Professional Services
MCRAE, KATELYN RVE TEACHER, SC, SECOND GR 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
MINZENMAYER, EMILY LYNN WEC TEACHER, PRE-K 10 MONTH	W.E. Cherry Elementary	10 MONTH / Annual
MITERA, PAYTON ELIZABETH POE TEACHER, SC, THIRD GR 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
MORELAND, JESSICA ANN SLE TEACHER, SC, THIRD GR 10 MONTH	Shadowlawn Elementary	10 MONTH / Annual
MORWAY, ALLISON JADE TBE TEACHER, VE/INCLUSION 10 MONTH	Thunderbolt Elementary	10 MONTH / Annual
NESTOR, JORDAN ALEXANDRA SBJ TEACHER, SC, THIRD GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
PUGH, MELISSA ANN MCE TEACHER, TITLE I, ELEM 10 MONTH	Montclair Elementary	10 MONTH / Professional Services
REPPER, NICHOLAS LEIGH ESE SCHOOL SITE SPECIALIST 10M 10 MONTH	Exceptional Student Education	10 MONTH / Annual
RODGERS PROPST, AMANDA OHS COUNSELOR, SH 12 MO 12 MONTH	Oakleaf High School	12 MONTH / Annual
ROMERO, FELICIA WINDHAM TES TEACHER, SC, FIFTH GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
ROSSI, MICHAEL JULIUS WJH TEACHER, SCIENCE, JH 10 MONTH	Wilkinson Jr High	10 MONTH / Annual
SAPP, KERSTIN MARIE KHH TEACHER, VE/INCLUSION 10 MONTH	Keystone Heights High School	10 MONTH / Annual
SHANNON-COVEY, KATHLEEN NORA	S. Bryan Jennings Elementary	10 MONTH / Annual

### III. Instructional Actions

#### B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
SBJ TEACHER, SC, SIXTH GR 10 MONTH		
SHAW, HILARY ANN OPJ COUNSELOR, JH 11 MONTH 11 MONTH	Orange Park Jr High	11 MONTH / Annual
SHERIDAN, JANICE M LJH TEACHER, LANGUAGE ARTS, JH 10 MONTH	Lakeside Junior High	10 MONTH / Professional Services
SITES, VICTORIA LEE CEB TEACHER, SC, THIRD GR 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
SLATER, ROBYN LABRONE POE TEACHER, SC, THIRD GR 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
SMITH, BRADLEY DAVIS OVE TEACHER, SC, SIXTH GR 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
SNOW, BRITTANY NICOLE MRE TEACHER, SC, FOURTH GR 10 MONTH	Mcrae Elementary	10 MONTH / Annual
ST. PETER, KATHLENE MARIE SLE TEACHER, SC, THIRD GR 10 MONTH	Shadowlawn Elementary	10 MONTH / Professional Services
STRICKLAND, ALYSSA MICHELLE OVE TEACHER, SC, FOURTH GR 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
URFER, BRENNIA GALE GCJ TEACHER, SUPP FACIL 10 MONTH	Green Cove Springs Junior High	10 MONTH / Annual
VALINSKI, GLORIA VEREEN LAJ TEACHER, READING, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Professional Services
VOIRO, KAYLA NICOLE MHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Middleburg High	10 MONTH / Annual
WARREN, KELLI M WES VE SELF-CONTAINED-LI 10 MONTH	Wilkinson Elementary	10 MONTH / Annual
WATSON, CINDY MARIE CHE TEACHER, SC, THIRD GR 10 MONTH	Clay Hill Elementary	10 MONTH / Annual
WEEKS, WILLIAM ALVIN CHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Clay High	10 MONTH / Annual
WELLS, STEPHEN RUSSELL OLJ TEACHER, MATHEMATICS, JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
WILLIAMS, CASSIDY J MBE TEACHER, MUSIC, ELEM	Middleburg Elementary	10 MONTH / Annual

III. Instructional Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
10 MONTH WOLFE, LAUREN MICHELE OPH TEACHER, SUPP FACIL 10 MONTH	Orange Park High	10 MONTH / Professional Services
ZURLO, VINCENT J GCJ VE SELF-CONTAINED-EBD 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual

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### III. Instructional Actions

#### C. RE-DESIGNATION

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
	BEST, SHIANN CHAFF SLE TEACHER, SC, SIXTH GR 10 MONTH	Shadowlawn Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM SLE TEACHER, SC, SIXTH GR 0.5/ 10 MONTH
0.5	DAVIE, CHRISTINA SPS TEACHER VE/INCLUSION SPECIAL	SPRING PARK ELEMENTARY SCHOOL	EFFECTIVE 08/05/2024 / REDESIGNATE FROM SPS TEACHER VE/INCLUSION/ 10 MONTH
0.8	EIGENMANN, BRENNIA DAWN ESE OCCUPATIONAL THERAPIST SPECIAL	Oakleaf Village Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM ESE OCCUPATIONAL THERAPIST / 10 MONTH
0.8	FUTCH, KAREN ANN ESE OCCUPATIONAL THERAPIST SPECIAL	Fleming Island Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM ESE OCCUPATIONAL THERAPIST / 10 MONTH
0.8	HUDSON, MISTY DAWN ESE OCCUPATIONAL THERAPIST SPECIAL	Lakeside Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM ESE OCCUPATIONAL THERAPIST / 10 MONTH
0.6	KIRKLAND, BRANDI LEIGH KHE TEACHER, TITLE I, ELEM SPECIAL	Keystone Heights Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM KHE TEACHER, TITLE I, ELEM / 10 MONTH
0.8	LUKE, SHELLEY JEAN ESE OCCUPATIONAL THERAPIST SPECIAL	Shadowlawn Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM ESE OCCUPATIONAL THERAPIST / 10 MONTH
	VELEZ TAVERAS, JULISSA MARIA ESE OCCUPATIONAL THERAPIST 10 MONTH	Ridgeview Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM ESE OCCUPATIONAL THERAPIST 0.6 / 10 MONTH
0.6	WINEMAN, CARRIE NEWELL ESE OCCUPATIONAL THERAPIST SPECIAL	Thunderbolt Elementary	EFFECTIVE 08/05/2024 / REDESIGNATE FROM ESE OCCUPATIONAL THERAPIST/ 10 MONTH

### III. Instructional Actions

#### D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
	CARTER, KATIE ALYSSA FIH TEACHER, TECHNOLOGY ED 10 MONTH	Fleming Island High School	EFFECTIVE 08/05/2024 / TRANSFER FROM SLE TEACHER, ART, ELEM / 10 MONTH
0.5	GLISSON, TONYA R SPS TEACHER VE/INCLUSION SPECIAL	Lake Asbury Elementary	EFFECTIVE 08/05/2024 / TRANSFER FROM LAE TEACHER, VE/INCLUSION/ 10 MONTH
	ROCKWELL, AMBER DAY ELL CURR SPEC 12 MO 12 MONTH	Title 1	EFFECTIVE 07/01/2024 / TRANSFER FROM TT1 CURR SPEC 12 MO / 12 MONTH
	SECO, JENNIFER MARI ACE TEACHER, ADULT ED 11 MONTH 11 MONTH	Exceptional Student Education	EFFECTIVE 07/17/2024 / TRANSFER FROM ESE SCHOOL SITE SPECIALIST 11 MTH // 11 MONTH

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 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

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**IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2023-2024**

**C. ADULT EDUCATION**

**Appointments**

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 2024-2025

##### B. COMMUNITY EDUCATION

###### Appointments

NONE

DRAFT



#### IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2024-2025

##### C. ADULT EDUCATION

###### Appointments

NONE

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**V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2023-2024**

**A. SUBSTITUTE TEACHER APPROVAL**

**Appointments**

NONE

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**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>	<u>Action/Effective</u>
	BLANKENSHIP, STACI LEE LJH CAFE VAN DRIVER 7 HOURS 9 MON SU	Lakeside Junior High	Effective 2024-03-20 9 MON SU / Annual
	BROWN, DENISHA A BAF PAYROLL ASSISTANT CONFIDEN	Business Affairs	Effective 2024-03-20 CONFIDEN / Annual
0.9	CRUZ, COURTNEY LYNN WEC GENERAL HEALTH ASSISTA 9 MON SU	W.E. Cherry Elementary	Effective 2024-04-01 9 MON SU / Annual
0.9	CUMMINGS, AMANDA MICHELLE BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2024-03-19 9 MON SU / Annual
	DAVIS, ADELYNN FAITH TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-04-08 TRANSPOR / Annual
	DAVIS, JESSICA LYNNE OPH CAFE ASSISTANT 4.5 HOURS 9 MON SU	Orange Park High	Effective 2024-04-08 9 MON SU / Annual
0.9	DEVERATURDA, AMMIE V ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	Effective 2024-03-19 9 MON SU / Annual
0.9	DO, NOEL NGOC BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2024-03-19 9 MON SU / Annual
	DOMINGER, SHERRIE LYNN DIS PRINCIPAL SECRETARY CONFIDEN	Doctors Inlet Elementary	Effective 2024-03-19 CONFIDEN / Annual
	DRURY, DAVID D ROE CUSTODIAN 12 MO SU	Rideout Elementary	Effective 2024-03-19 12 MO SU / Annual
	ESPINOSA, MARGARET TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-03-18 TRANSPOR / Annual
	FLORES, RAYMOND ROE CUSTODIAN 12 MO SU	Rideout Elementary	Effective 2024-04-05 12 MO SU / Annual
	FONSECA CRUZ, ANA MARIA WES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-04-03 9 MON SU / Annual
	GARVIN, JESSIE DENISE CEB CAFE ASSISTANT 5.75 HOURS 9 MON SU	Charles E. Bennett Elementary	Effective 2024-03-18 9 MON SU / Annual
	GIBSON, GAIL ROBIN GPE MEDIA TECHNICAL ASST 10 MONTH	Grove Park Elementary	Effective 2024-04-10 10 MONTH / Annual
	GRAY, SARAH MARIE MRE IN SCHOOL SUSPENSION 9 MON SU	Mcrae Elementary	Effective 2024-04-03 9 MON SU / Annual

**VI. Support Actions****A. APPOINTMENT**

	<b><u>Name/Assignment</u></b>	<b><u>Site</u></b>	<b><u>Action/Effective</u></b>
0.9	GREENWOOD, CLETA BAHNEMAN SBJ GENERAL ASSISTANT 9 MON SU	S. Bryan Jennings Elementary	Effective 2024-03-26 9 MON SU / Annual
	GUARIN, CARLOS ANDRES TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-04-08 TRANSPOR / Annual
	HURLBUT, MELISSA ANN LES TITLE I ASSISTANT 9 MON SU	Lakeside Elementary	Effective 2024-03-20 9 MON SU / Annual
0.9	JOHNSTON, ELIZABETH ANN WEC GENERAL HEALTH ASSISTA 9 MON SU	W.E. Cherry Elementary	Effective 2024-03-18 9 MON SU / Annual
0.9	LANE, KIERRA DANIELLE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2024-04-04 9 MON SU / Annual
	LEFONT, RICARDO OVE CUSTODIAN 12 MO SU	Oakleaf Village Elementary	Effective 2024-03-26 12 MO SU / Annual
	MAY, MELANIE LEE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-02-20 TRANSPOR / Annual
	MCMILLAN, CAITLIN NICOLE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-04-08 TRANSPOR / Annual
0.9	MEHARG, JOEL RYLAN LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2024-04-03 9 MON SU / Annual
	MOORE, ROWENA M MCE CAFE ASSISTANT 4.5 HOURS 9 MON SU	Montclair Elementary	Effective 2024-03-25 9 MON SU / Annual
0.8	PHILLIPS, BYRON DANIEL BLC COMPUTER LAB ASSISTANT 9 MON SU	Bannerman Learning Center	Effective 2024-04-03 9 MON SU / Annual
0.9	SWEETING, WINSTON ALEXANDER OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	Effective 2024-03-20 9 MON SU / Annual
	WILLIAMS VANN, AMARAH NICOLE MNT CUSTODIAN 12 MO SU	Division of Support Svcs	Effective 2024-03-08 12 MO SU / Annual
	WOODS, FAITH TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-04-08 TRANSPOR / Annual

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

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
BRINK, STEPHANIE LYNNE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
CHESSER, JACKUELYN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual

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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>	<u>Previous</u>
	CORDINGLEY, MANDY ELAINE TRN ROUTING SPECIALIST 12 MO SU	Transportation	Effective 2024-04-08 /transfer from / TRN BUS DRIVER
	DUTTON, LANITA RENEE TES CAFE ASSISTANT 5 HOURS 9 MON SU	Tynes Elementary	Effective 2024-04-08 /transfer from / TES CAFE ASSISTANT 6.25 HOURS
	FOGARTY, SARAH RUTH TRN PAYROLL SUPPORT ASST 12 MO SU	Transportation	Effective 2024-04-06 /transfer from / TRN ROUTING DISPATCHER
	FREEDMAN, CRAIG A WES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-03-28 /transfer from / SUPPORT - CWL 9 MO 188
0.9	GOMEZ CHECO, CAROLINA OVE BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Village Elementary	Effective 2024-04-08 /transfer from / OVE CAFE ASSISTANT 6.75 HOURS
	HAYES, MICHELLE M RISK MANAGEMENT SPECIALIST CONFIDEN	Business Affairs	Effective 2024-03-18 /transfer from / HMR PERSONNEL ASST
	KIO, CHERI DAWN FIH CAFE ASSISTANT 7 HOURS 9 MON SU	Fleming Island High School	Effective 2024-03-18 /transfer from / FIH CAFE ASSISTANT 4 HOURS
	LAW, SAVANNAH CLAIRE HMR DATA ENTRY/RECORDS TECHNIC CONFIDEN	Human Resources	Effective 2024-03-18 /transfer from / CEB SECRETARY 11 MO
0.9	MACFARLAND, MELISSA SUE MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2024-04-08 /transfer from / MRE IN SCHOOL SUSPENSION
	MELTON, WINONA LEONA TRN ROUTING SPECIALIST 12 MO SU	Transportation	Effective 2024-04-08 /transfer from / TRN BUS DRIVER
	RIEGLER, RONALD SCOTT ITS TECH SPECIALIST 12 MO SU	INFORMATION AND TECH SERVICES	Effective 2024-04-08 /transfer from / MNT ELECTRONICS TECH
	ROQUEMORE, JOSEPHINE MARIE THER CEB SECRETARY 11 MO 11 MONTH	Grove Park Elementary	Effective 2024-04-21 /transfer from / GPE PRINCIPAL SECRETARY
	TERRY, MALLORY DANESE CGE ST RECORD SEC 12 MO 12 MO SU	Coppergate Elementary	Effective 2024-04-08 /transfer from / CGE SCHOOL SECRETARY 10 MONTH



## VI. Support Actions

### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	ATMORE, ADRIENNE DENISE TRN ROUTING SPECIALIST 12 MO SU	Transportation	Effective 2024-03-11 CONCLUDE EMPLOYMENT
	AUDLEY JR, MICHAEL PATRICK LJH CUSTODIAN 12 MO SU	Lakeside Junior High	Effective 2024-03-13 CONCLUDE EMPLOYMENT
	BELL, J D FIH CUSTODIAN 12 MO SU	Fleming Island High School	Effective 2024-04-12 RESIGNATION
	BRANDON, AMBER ROSE WES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-03-20 RESIGNATION
0.9	BURRIS, SEBRINA S WJH GENERAL ASSISTANT 9 MON SU	Wilkinson Jr High	Effective 2024-05-30 RESIGNATION
0.9	BYRD, MICHAELA LINDSEY WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2024-05-30 RESIGNATION
0.9	CASON, CARMELITA C OVE GENERAL ASSISTANT 9 MON SU	Oakleaf Village Elementary	Effective 2024-05-30 RESIGNATION
	CERCY-JEFFERS, SANDRA Y WES CAFE ASSISTANT 3 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-03-20 RESIGNATION
	COLEMAN, PEGGY J KHH CAFE ASSISTANT 5.5 HOURS 9 MON SU	Keystone Heights High School	Effective 2024-05-10 RESIGNATION
	CUMMINGS, REBEKA CAYE BLC PRINCIPAL SECRETARY CONFIDEN	Bannerman Learning Center	Effective 2024-06-27 RESIGNATION
	CUNNINGHAM, VINCENT ELBERT SUPPORT - CWL 12 MO LNG TRM	COUNTY-WIDE LEAVE	Effective 2024-03-15 RESIGNATION
0.8	DELANEY, MARY SHERMAN WJH IN SCHOOL SUSPENSION 9 MON SU	Wilkinson Jr High	Effective 2024-05-30 RETIREMENT
	DUCEZIL, LYNDA CHS CAFE ASSISTANT 4.25 HOURS 9 MON SU	Clay High	Effective 2024-03-28 RESIGNATION
	ELLIOTT, ANGELA MARIA TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-03-26 RESIGNATION
	ENGELHARDT, VICKI EDSON OPJ ST RECORD SEC 12 MO 12 MO SU	Orange Park Jr High	Effective 2024-04-30 RETIREMENT
0.9	FIGUEROA, ADRIENNE LESLEY SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2024-05-30 RESIGNATION
	GIBSON, JAMES E TRN FUEL ATTENDANT	Transportation	Effective 2024-05-30 RESIGNATION

## VI. Support Actions

### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	9 MON SU GIDEON, DORIAN JORDAN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-03-22 CONCLUDE EMPLOYMENT
	GLOVER, GAVIN STONE MNT ELECTRICAL TECH ASST 12 MO SU	Division of Support Svcs	Effective 2024-04-25 RESIGNATION
	GRIFFIN, EARL J OHS CUSTODIAN 12 MO SU	Oakleaf High School	Effective 2024-05-31 RETIREMENT
0.8	HUPP, LAINE MARIE TES HEALTH ASSISTANT 9 MON SU	Tynes Elementary	Effective 2024-05-30 RESIGNATION
0.9	JONES, ADRIAN LISA SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2024-05-10 RESIGNATION
	KIRKLAND, PATRICIA A CHS CUSTODIAN 12 MO SU	Clay High	Effective 2024-05-31 RETIREMENT
	KIRKMAN, RICHARD L TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-04-16 RESIGNATION
	KRAEMER, NATHAN ANDREW TRN BUS DRIVER TRANSPOR	Transportation	Effective 2024-03-05 CONCLUDE EMPLOYMENT
0.9	LOOMIS, KAREN KHE GENERAL HEALTH ASSISTA 9 MON SU	Keystone Heights Elementary	Effective 2024-05-30 RESIGNATION
0.9	MAFFETT, WILLIAM TAFT AES BEHAVIORAL HEALTH ASST 9 MON SU	Argyle Elementary	Effective 2024-05-30 RETIREMENT
	MERRITT, COURTNEY YVONNE WEC CAFE ASSISTANT 4.5 HOURS 9 MON SU	W.E. Cherry Elementary	Effective 2024-04-09 RESIGNATION
	MILLER, AMY LAVITA TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2024-05-30 RETIREMENT
	MOODY, SHARLENE WJH ST RECORD SEC 12 MO 12 MO SU	Wilkinson Jr High	Effective 2024-06-27 RETIREMENT
	MORRO, ROBERT P SCHOOL RESOURCE OFFICER 12 MO SU	School Police Department	Effective 2024-04-16 RESIGNATION
	MOSLEY, MICHAEL D WJH HEAD CUSTODIAN 12 MO SU	Wilkinson Jr High	Effective 2024-05-29 RESIGNATION
	NELSON, MARY A PES CUSTODIAN 12 MO SU	Robert M. Paterson Elementary	Effective 2024-03-28 RESIGNATION
0.8	PAUL, JEAN MICHAEL OHS ESOL CLASSROOM ASSISTANT	Oakleaf High School	Effective 2024-05-30 RETIREMENT

## VI. Support Actions

### E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	9 MON SU PELLUM JR, NATHAN LEROY OPJ REGISTERED NURSE 10 MONTH	Orange Park Jr High	Effective 2024-05-31 RESIGNATION
0.9	PHILLIPS, GLORIAH GRACE WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2024-05-17 RESIGNATION
	PLUMMER, CHERYL ANN PES PRINCIPAL SECRETARY CONFIDEN	Robert M. Paterson Elementary	Effective 2024-06-27 RESIGNATION
	RICE, JANA STAPLES CEB LICENSED PRAC NURSE 10 MONTH	Charles E. Bennett Elementary	Effective 2024-03-21 RESIGNATION
0.9	RILEY, LATISA E CGE BEHAVIORAL HEALTH ASST LNG TRM	Coppergate Elementary	Effective 2024-03-26 CONCLUDE EMPLOYMENT
	SELKE, CHRISTOPHER KYLE TRN MECHANIC 12 MO SU	Transportation	Effective 2024-03-25 CONCLUDE EMPLOYMENT
	SHAW, SHERLYN PAULINE GPE CUSTODIAN 12 MO SU	Grove Park Elementary	Effective 2024-03-15 RETIREMENT
	TATE, NISA NICHOLE WES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Wilkinson Elementary	Effective 2024-03-20 RESIGNATION
	THORNTON, TIMOTHY PAUL MHS CAFE ASSISTANT 6.5 HOURS 9 MON SU	Middleburg High	Effective 2024-05-29 RESIGNATION
	WARREN, GAIL RENEE LAE MEDIA TECHNICAL ASST 10 MONTH	Lake Asbury Elementary	Effective 2024-05-31 RESIGNATION
	ZAYAS, AMANDA RENEE WJH PRINCIPAL SECRETARY CONFIDEN	Wilkinson Jr High	Effective 2024-06-27 RESIGNATION
0.8	ZDENEK, DARCY JANE MBE IN SCHOOL SUSPENSION 9 MON SU	Middleburg Elementary	Effective 2024-05-30 RETIREMENT
0.1	ZDENEK, DARCY JANE MBE TITLE I ASSISTANT 9 MON SU	Middleburg Elementary	Effective 2024-05-30 RETIREMENT
	ZONA, SHAYLA ANN CEB TITLE I ASSISTANT 9 MON SU	Charles E. Bennett Elementary	Effective 2024-03-28 RESIGNATION

**VI. Support Actions****F. SUPPLEMENT**

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
0.5	ALMAS, KIMBERLEY B OPJ DISCRETIONARY SUPPLEME	Orange Park Jr High	Appointment
	HARRINGTON, CHARLIE A KHH CHEERLEADING VARSITY SUPPLEME	Keystone Heights High School	Appointment

VI. Support Actions

A. APPOINTMENT

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

### B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
0.9	ALLEMAN, ANGELICA DANIELLE POE BEHAVIORAL HEALTH ASST 9 MON SU	Plantation Oaks Elementary	9 MON SU / Annual
0.9	BARRETT, TARA MAE MRE BEHAVIORAL HEALTH ASST 9 MON SU	Mcrae Elementary	9 MON SU / Annual
0.9	BORSELLINO, ANNE RUTH TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	9 MON SU / Annual
	COLEMAN, CASSEY LEIGH LJH CAFE ASSISTANT 3.25 HOURS 9 MON SU	Lakeside Junior High	9 MON SU / Annual
0.9	COLEMAN, SANDRA G BLC CHILD CARE ASSISTANT 9 MON SU	Bannerman Learning Center	9 MON SU / Multi-Year Conditional
	FOUNTAIN, MICHAEL J KHE CUSTODIAN 12 MO SU	Keystone Heights Elementary	12 MO SU / Annual
0.9	GAETANO, ASHLY MICHELLE BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	9 MON SU / 3rd year annual, support
0.8	GOULET, TANJA H RVE GENERIC CLASSROOM ASSISTAN 9 MON SU	Ridgeview Elementary	9 MON SU / Annual
0.9	GREENE, ELIZABETH LOUISE MHS GENERAL HEALTH ASSISTA 9 MON SU	Middleburg High	9 MON SU / Annual
0.9	HEFLIN, ORCHID LAVERNE SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	9 MON SU / Annual
0.9	HENRY, JACOB A CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	9 MON SU / Annual
0.8	HERON, AARON WINSTON OPH IN SCHOOL SUSPENSION 9 MON SU	Orange Park High	9 MON SU / Annual
0.9	JOHNS, HAILEY KAI RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	9 MON SU / Annual
	MELZAK, RENEE NICOLE PES REGISTERED NURSE 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
0.9	MENDEZ, DARIANA M AES GENERAL ASSISTANT 9 MON SU	Argyle Elementary	9 MON SU / Annual
0.9	MONTESDEOCA, LIZA DEL CARMEN OVE GENERAL HEALTH	Oakleaf Village Elementary	9 MON SU / Multi-Year Conditional

## VI. Support Actions

### B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	ASSISTA 9 MON SU		
	NIX, LAURINDA K OPH CAFE ASSISTANT 5 HOURS 9 MON SU	Orange Park High	9 MON SU / Annual
0.9	PETERS, HEATHER NICOLE WES GENERAL HEALTH ASSISTA 9 MON SU	Wilkinson Elementary	9 MON SU / Multi-Year Conditional
	REEFER, LANCE LEE OPH CAFE VAN DRIVER 7 HOURS 9 MON SU	Orange Park High	9 MON SU / Annual
0.9	SHARP, JESSICA LAYNE AES BEHAVIORAL HEALTH ASST 9 MON SU	Argyle Elementary	9 MON SU / Annual
0.9	SIRMONS, NANCY I CEB IN SCHOOL SUSPENSION 9 MON SU	Charles E. Bennett Elementary	9 MON SU /
0.9	STRAVATO, LONDON NICOLE CEB GENERAL ASSISTANT 9 MON SU	Charles E. Bennett Elementary	9 MON SU / Annual
	TURNER, BRANDY NICOLE OPH CAFE ASSISTANT 5 HOURS 9 MON SU	Orange Park High	9 MON SU / 3rd year annual, support
	WILHITE, JAMI R KHH CAFE ASSISTANT 5.75 HOURS 9 MON SU	Keystone Heights High School	9 MON SU / Multi-Year Conditional
0.9	WILLEY, HANNAH VIVIAN WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	9 MON SU / Annual

VI. Support Actions

C. RE-DESIGNATION

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

D. TRANSFER

	Name/Assignment	Site	
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**VI. Support Actions**

**E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT**

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

**F. SUPPLEMENT**

	<u>Name/Assignment</u>	<u>Site</u>	
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## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C5 - Renewal of List of Physicians and Medical Facilities authorized to conduct physical examinations required for certain groups of employees.

#### **Description**

School Board Policy and Florida Statutes require Physical Examinations for certain employees and job candidates. Physicians/Facilities used in administering physical examinations of employees and fees charged for those services must be approved by the School Board. The attached six (6) facilities agreed to conduct the district physical exams for the established pricing listed, with no increase from the 2023-2024 pricing. They are considered reasonable and are recommended for approval.

#### **Gap Analysis**

The district currently has an active list of participating physicians for the 2023-2024 school year and all have agreed to continue providing services at the same rate as 2023-2024.

#### **Previous Outcomes**

The current list of participating and approved physicians consisted of six facilities for the 2023-2024 fiscal year.

#### **Expected Outcomes**

The School Board will approve the list of current prices for the 2024-2025 school year so that we can continue using the physicians on the list through 6/30/2025.

#### **Strategic Plan Goal**

Goal 2 Talent Recruitment, Development, and Retention  
Goal 4 Safe and Positive Learning Environment  
Goal 5 Fiscal and Operational Efficiency

#### **Recommendation**

Approve the Physicians/Facilities and costs presented.

#### **Contact**

Brenda G. Troutman, Assistant Superintendent for Human Resources. [brenda.troutman@myoneclay.net](mailto:brenda.troutman@myoneclay.net) 904.336.6701

#### **Financial Impact**

Approximately \$50,000 has been budgeted for physical examinations for certain employees and job candidates. The quotes received and recommended are considered reasonable.

#### **Review Comments**

#### **Attachments**

📎 [Approved Physicians, Facilities, Fees - Sheet1.pdf](#)

**Approved Physician Facilities for Physical Examinations**  
**(for certain groups of employees)**  
**Pending School Board Approval: 05/02/2024**

*Physicians/Facilities are recommended at the rates shown effective July 1, 2024 through June 30, 2025.*

<b>Physician/Facility</b>	<b>Bus Driver Exam</b>	<b>Other Employee</b>
<b>ClayMed of North Florida</b> 705 Ferris Street Green Cove Springs, FL 32043	\$100.00	\$70.00
<b>CareSpot Express Healthcare Middleburg</b> 1708 Blanding Blvd. Middleburg, FL 32068	\$85.00	\$50.00
<b>CareSpot Express Healthcare Orange Park</b> 2140 Kingsley Avenue Orange Park, FL 32073	\$85.00	\$50.00
<b>CareSpot Urgent Care of Fleming Island</b> 1544 County Rd. 220, Suite 100 Fleming Island, FL 32003	\$85.00	\$50.00
<b>Ascension St. Vincent's</b> 7963 Normandy Blvd. Jacksonville, FL 32221	\$85.00 \$30.00 - audiometric	\$75.00
<b>Ascension St. Vincent's</b> 6488 103rd Street Jacksonville, FL 32210	\$85.00 \$30.00 - audiometric	\$75.00

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C6 - 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
Clay High School	4/19 - 4/21/24	Tampa, FL	Chorus	Students qualified for a choral competition
Clay High School	4/29 - 4/30/24	Orlando, FL	NJROTC	Visit to Seaworld and the US Naval Seal Museum at Fort Pierce
Fleming Island High	7/28 - 7/31/24	Orlando, FL	Cheer	Cheer camp
Keystone Heights High	4/13 - 4/14/24	Apopka, FL	Speech and Debate Team	Tournament
Keystone Heights High	6/15 - 6/22/24	DesMoines, IA	Speech and Debate Team	2 students qualified for the National Speech and Debate Tournament
Middleburg High	4/25- 4/27/24	Fort Valley, GA	Newly elected FCCLA State Officers	Leadership retreat for new state officers
Middleburg High	4/19 - 4/20/24	Daytona Beach, FL	NJROTC Academic Team	Qualified for the National NJROTC Academic competition
Middleburg High	6/16 - 6/18/24	Tampa, FL	FCCLA State Officers	FCCLA Leadership conference
Oakleaf High	5/29 - 6/2/24	Macon, GA	Football	College tour of Mercer University
Oakleaf High	4/24 - 4/27/25	Gatlinburg, TN	Band	Tentatively scheduled to perform at Dollywood
Oakleaf High	4/12 - 4/13/24	Clinton, SC	Football	College tour of Presbyterian College
Oakleaf High	4/19/24	Kingsbay, GA	NJROTC	Tour of Kings Bay Submarine Base

**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**

📎 [May 2024 Student Travel.pdf](#)

SCHOOL DISTRICT OF CLAY  
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
Received too late for April 4, 2024  
Board Meeting

Received for information: May 2, 2024

1. School Requesting: CHS
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier X Other ✓  
If Commercial Carrier or Other, please state type: Charter Bus
3. Trip(s) Overnight: Yes X No \_\_\_\_\_ Trip(s) Out-of-State: Yes \_\_\_\_\_ No X
4. Dates of Field Trip\*: 04/19 - 04/21/24 Destination\*: Tampa, FL
5. Group Taking Trip: Chorus
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip: Students will compete in a choral competition and in the process evaluate ~~at~~ their own and other's performances.  
qualified
8. Supporting Florida Standards Benchmark(s) with Narrative(s): MU.9.12.C.2.2 - Evaluate performance quality in recorded and/or live performances  
MU.9.12.C.1.4 - compare and perform a variety of vocal styles and ensembles.
9. Number of Students\*: 40 Number of Chaperones\*: 10
10. Cost Per Student: \$270 - \$300 Budget Code or Source to be charged: \_\_\_\_\_  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 1:00p.m. (04/19/24) Returning Time\*: 6:00p.m. (04/21/24)

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

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

Bus Requisition Number(s): \_\_\_\_\_

Teacher, Team Leader, Department Head, Etc. \_\_\_\_\_

Principal \_\_\_\_\_

Assistant Superintendent \_\_\_\_\_

Superintendent \_\_\_\_\_

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

Date \_\_\_\_\_

Date 3/19/24

Date 3/21/24

Date 3/21/24 54



SCHOOL DISTRICT OF CLAY  
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
Received too late for April 4, 2024  
Board Meeting  
Received for information: May 2, 2024

1. School Requesting: CLAY HIGH SCHOOL
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier X Other ✓  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes X No \_\_\_\_\_ Trip(s) Out-of-State: Yes \_\_\_\_\_ No X
4. Dates of Field Trip\*: APRIL 29-30 Destination\*: AQUATICA, SEAWORLD WATERPARK
5. Group Taking Trip: NATROTT UNIT
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip: END OF YEAR TRIP FOR CAJETS WITH A VISIT TO THE U.S. NAVAL SEAL MUSEUM AT FORT PIERCE
8. Supporting Florida Standards Benchmark(s) with Narrative(s): \_\_\_\_\_
9. Number of Students\*: 45 Number of Chaperones\*: 2
10. Cost Per Student: 0 Budget Code or Source to be charged: 3167  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 0800AM 4/29/24 Returning Time\*: 10PM 4/30/24

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

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

Bus Requisition Number(s): \_\_\_\_\_

Teacher, Team Leader, Department Head, Etc. \_\_\_\_\_

Principal \_\_\_\_\_

Assistant Superintendent \_\_\_\_\_

Superintendent \_\_\_\_\_

3/26/24  
Date

3/28/24  
Date

4/4/24  
Date

4/12/24  
Date

Date

SCHOOL DISTRICT OF  
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
PENDING BOARD APPROVAL  
May 2, 2024

1. School Requesting: Fleming Island High school
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier X Other ✓  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes X No \_\_\_\_\_ Trip(s) Out-of-State: Yes \_\_\_\_\_ No X
4. Dates of Field Trip\*: July 28-31 Destination\*: University of Central, Florida, Orlando, Florida
5. Group Taking Trip: Cheer
6. If using private vehicles, list approved driver(s): \_\_\_\_\_
7. Educational Value of Field Trip: We will learn material for our upcoming season, along with New Safety Rules and Regulations, As well as it has been beneficial for the team to Bond before the Upcoming School Year Begins.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): \_\_\_\_\_
9. Number of Students\*: 45-50 Number of Chaperones\*: 6
10. Cost Per Student: \$465.00 Budget Code or Source to be charged: 1200. & 1300  
(Example: Internal Accounts, 5100.0331, Athletic Departments)  
Internal Account  
Camp is over at 1:00pm
11. Departure Time\*: 8:00 AM Returning Time\*: Parents will pick up athletes

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

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

Bus Requisition Number(s): \_\_\_\_\_

Adrienne Grace  
Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

03/25/2024

Date

Date

Date

Date

61

SCHOOL DISTRICT OF  
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
Received too late for April 4, 2024  
Board Meeting  
Received for information: May 2, 2024

1. School Requesting: KHHS
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier \_\_\_\_\_ Other X School Van ✓  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes X No \_\_\_\_\_ Trip(s) Out-of-State: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Dates of Field Trip\*: Apr. 13-14, 2024 Destination\*: Apopka HS, Apopka, FL
5. Group Taking Trip: Speech & Debate Team
6. If using private vehicles, list approved driver(s): N/A
7. Educational Value of Field Trip: to 2 day tournament is speech & debate, increases knowledge in social issues and communication skills
8. Supporting Florida Standards Benchmark(s) with Narrative(s): it hits some of the standards in civics with debate and congress. Also for Lang Arts it hits many of the communication aspects
9. Number of Students\*: 7 Number of Chaperones\*: 3
10. Cost Per Student: \$50 Budget Code or Source to be charged: 4040  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 4/13/24 6AM Returning Time\*: 4/14/24 8pm

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

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

Bus Requisition Number(s):

Shannon Sathan  
Teacher, Team Leader, Department Head, Etc.  
Brian [Signature]  
Principal  
[Signature]  
Assistant Superintendent  
[Signature]  
Superintendent

3/25/24  
Date  
3/25/24  
Date  
3/26/24  
Date  
4/1/24  
Date

SCHOOL DISTRICT OF  
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
PENDING BOARD APPROVAL  
May 2, 2024

1. School Requesting: KHAS
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) X Rest Commercial Carrier X Other \_\_\_\_\_  
If Commercial Carrier or Other, please state type: Unknown at the moment
3. Trip(s) Overnight: Yes X No \_\_\_\_\_ Trip(s) Out-of-State: Yes X No \_\_\_\_\_
4. Dates of Field Trip\*: June 15 - June 22 Destination\*: Des Moines, IA
5. Group Taking Trip: Speech & Debate
6. If using private vehicles, list approved driver(s): Shannon Southam
7. Educational Value of Field Trip: This is National Speech & Debate Tournament  
We had 2 students qualify. I believe this will be the first  
2 students in Clay County to ever compete
8. Supporting Florida Standards Benchmark(s) with Narrative(s): it hits many of the  
AVCS benchmarks
9. Number of Students\*: 2 Number of Chaperones\*: 2
10. Cost Per Student: \$800 (got grants & donations) Budget Code or Source to be charged: 4040 debate  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: June 15 Returning Time\*: June 22

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

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

Bus Requisition Number(s):

Shannon Southam  
Teacher, Team Leader, Department Head, Etc.  
Ben Hubbard  
Principal  
[Signature]  
Assistant Superintendent  
[Signature]  
Superintendent

4/10/2024  
Date  
4/11/24  
Date  
4/11/24  
Date  
4/15/24  
Date

54

~~Students~~ <sup>into off</sup> will be elected  
SCHOOL DISTRICT  
FIELD TRIP REC

ADMINISTRATIVELY APPROVED  
Received too late for April 4, 2024  
Board Meeting  
Received for information: May 2, 2024

1. School Requesting: Middleburg High
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier \_\_\_\_\_ Other ☒ school CTG Van  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: ☒ Yes ☐ No Trip(s) Out-of-State: Yes ☒ No ☐
4. Dates of Field Trip\*: 4/25 - 4/27 Destination\*: Camp John Hope - Fort Valley, GA
5. Group Taking Trip: ECCLA State Officers (2 members of MHS)
6. If using private vehicles, list approved driver(s): Jessica Simpson *just elected to positions*
7. Educational Value of Field Trip: This trip is for a leadership retreat for the new state officers that are also members of the MHS Chapter.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): 01.0 Demonstrate leadership skills. 08.0 Demonstrate employability skills as they relate to careers.
9. Number of Students\*: 2 Number of Chaperones\*: 1
10. Cost Per Student: \$0 Budget Code or Source to be charged: \_\_\_\_\_  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 9 am 4/25 Returning Time\*: about 3pm 4/27

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

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

Bus Requisition Number(s):

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

[Signature]  
Principal

[Signature]  
Assistant Superintendent

[Signature]  
Superintendent

3/22/24

Date

3/22/24

Date

4/4/24

Date

4/8/24

Date

139

SCHOOL DISTRICT OF CLAY  
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
Received too late for April 4, 2024  
Board Meeting  
Received for information: May 2, 2024

1. School Requesting: MHS
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) X Commercial Carrier \_\_\_\_\_ Other \_\_\_\_\_  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes X No \_\_\_\_\_ Trip(s) Out-of-State: Yes \_\_\_\_\_ No X
4. Dates of Field Trip\*: 4/19/24 - 4/20/24 Destination\*: EMERY-REDDLE Daytona Beach
5. Group Taking Trip: NSRQC Academic Team
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip: National Academic Competition for NSRQC.  
Qualified
8. Supporting Florida Standards Benchmark(s) with Narrative(s): \_\_\_\_\_
9. Number of Students\*: 6 Number of Chaperones\*: 1
10. Cost Per Student: 0 Budget Code or Source to be charged: 3167  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 1200 Returning Time\*: 1900

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

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

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

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

Date

Date

Date

Date

3/25/24

3/25/24

3/26/24

4/8/24

140

\*Students will be attending w/ district advisor - Amy Lapiere

@Ridgemoor High

SCHOOL DISTRICT OF CLAY COUNTY

FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED  
PENDING BOARD APPROVAL

May 2, 2024

1. School Requesting: Middleburg High
2. Transportation (Check One): CTE van  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) ☒ Comm \_\_\_\_\_  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes ☒ No \_\_\_\_\_ Trip(s) Out-of-State: Yes \_\_\_\_\_ No ☒
4. Dates of Field Trip\*: 6/16-6/18/24 Destination\*: Holiday Inn Tampa, FL
5. Group Taking Trip: FCCLA State Officers
6. If using private vehicles, list approved driver(s): Amy Lapiere-District Advisor @ RHS
7. Educational Value of Field Trip: Students will be developing communication skills as well as leadership skills while planning for the upcoming state conference
8. Supporting Florida Standards Benchmark(s) with Narrative(s): 01.0 Demonstrate leadership skills. 08.0 Demonstrate employability skills as they relate to careers.
9. Number of Students\*: 2 Number of Chaperones\*: 1
10. Cost Per Student: meals Budget Code or Source to be charged: \_\_\_\_\_  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 9:16 am Returning Time\*: 6:18 - pm

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

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

Bus Requisition Number(s):

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

Principal

Assistant Superintendent

Superintendent

3/22/24

Date 3/22/24

Date 4/4/24

Date 4/8/24

Date

142

SCHOOL DISTRICT OF CL  
FIELD TRIP REQ

ADMINISTRATIVELY APPROVED  
PENDING BOARD APPROVAL  
May 2, 2024

1. School Requesting: Oakleaf High School
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier \_\_\_\_\_ Other ☒  
If Commercial Carrier or Other, please state type: Clay County Vans
3. Trip(s) Overnight: Yes ☒ No ☐ Trip(s) Out-of-State: Yes ☒ No ☐
4. Dates of Field Trip\*: May 29<sup>th</sup> - June 2<sup>nd</sup> Destination\*: Macon GA. (Mercer University)
5. Group Taking Trip: Oakleaf Football
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip:  
College Exposure and Athletic experiences
8. Supporting Florida Standards Benchmark(s) with Narrative(s):  
Students will witness the athletic experience of College Football and compare the nature of practices throughout the camp.
9. Number of Students\*: 20 Number of Chaperones\*: 4
10. Cost Per Student: \$200.00 Budget Code or Source to be charged: Football #1101  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: Friday May 29<sup>th</sup> 9am Returning Time\*: June 2<sup>nd</sup> 8pm  
\*For School Buses, if more than one bus is requested, reference bus request form.

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

Bus Requisition Number(s): \_\_\_\_\_

Christopher Foy (Head Football Coach)  
Teacher, Team Leader, Department Head, Etc.

[Signature]  
Principal

[Signature]  
Assistant Superintendent

[Signature]  
Superintendent

3-13-24

Date

3/18/24

Date

3/26/24

Date

3/21/24

Date

114



ADMINISTRATIVELY APPROVED  
PENDING BOARD APPROVAL  
May 2, 2024

SCHOOL DISTRICT OF CLAY  
FIELD TRIP REQUEST

1. School Requesting: Oakleaf HS
2. Transportation (Check One):  
School Bus(s) 2 Private Vehicle(s) \_\_\_\_\_ Commercial Carrier \_\_\_\_\_ Other \_\_\_\_\_  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes ✓ No \_\_\_\_\_ Trip(s) Out-of-State: Yes ✓ No \_\_\_\_\_
4. Dates of Field Trip\*: 4/24-27/25 Destination\*: Gatlinburg TN
5. Group Taking Trip: Band
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip:  
Perform on stage in Lumberjack Food Plaza & (tentatively) at  
Dollywood park in April 2025
8. Supporting Florida Standards Benchmark(s) with Narrative(s):  
MU. 912.3.3, MU. 912.5.21
9. Number of Students\*: 90 Number of Chaperones\*: 9
10. Cost Per Student: \$1000.00 Budget Code or Source to be charged: Band 2100  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 6:00am 4/24 Returning Time\*: 4/27 7:30 pm  
\*For School Buses, if more than one bus is requested, reference bus request form.

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

Bus Requisition Number(s): \_\_\_\_\_

Chad Robbins  
Teacher, Team leader, Department Head, Etc.  
[Signature]  
Principal  
[Signature]  
Assistant Superintendent  
D. Rini  
Superintendent

3/7/24  
Date  
3/16/24  
Date  
3/21/24  
Date  
3/21/24  
Date

115

# Oakleaf High School Band

## Gatlinburg/Pigeon Forge Tour 2025

Inclusion List (Revised) ~ Updated: March 6, 2024

**P.A.C.E. Travel** agrees to provide the following for Oakleaf High School Band's trip to Gatlinburg and Pigeon Forge, TN for the dates of April 24-27, 2025.

- Roundtrip **deluxe Candies Prevost motorcoach** transportation. (Up to two coaches reserved)
- **Three (3) nights hotel** accommodations at the **Greystone Lodge** in Gatlinburg, TN.
- **Three (3) buffet breakfasts** at Golden Corral each morning.
- **One (1) lunch** including; one (1) meal voucher in Dollywood.
- **Four (4) dinners** to include one (1) dinner show at Pirates Voyage and one (1) \$20 cash meal for in downtown Gatlinburg and one (1) pre-show dinner at Lumberjack Feud, and one (1) \$15 cash meal enroute home.
- **One guided tour of the Great Smoky Mountains** including New Found Gap.
- Admission to **Dollywood**.
- Admission to **Pirate's Voyage Dinner Theatre**.
- Admission to **Ripley's Aquarium**.
- Admission to **Lumberjack Feud**.
- Admission to **Skylift Park with unlimited access wristband to enjoy the SkyBridge**.
- One (1) **P.A.C.E. Travel Tour Director** with group 24/7 in Gatlinburg.
- **Two (2) director's packages** in single occupancy.
- All taxes, parking, fees including gratuity for motorcoach drivers. (Does not include trip leader gratuity).
- Online registration portal.

**Pricing is based on ninety-four (94) paying passengers with two (2) motorcoaches and is subject to increases or decreases based on final number of travelers.**

- **\$947.00 per student**..... **Quad Occupancy**
  - \$989.00 per adult..... Quad Occupancy\*
- **\$1010.00 per student**..... **Triple Occupancy\***
  - \$1053.00 per adult..... Triple Occupancy\*
- **\$1138.00 per student**..... **Double Occupancy\***
  - \$1181.00 per adult..... Double Occupancy\*
  - \$1,562.00 per adult..... Single Occupancy

### **Payments based on ninety-four (94) paying passengers:**

\$150.00 per person nonrefundable deposit due to **P.A.C.E Travel** on or before **August 27, 2024**.

\$135.00 per person due to **P.A.C.E. Travel** on or before **September 27, 2024**.

\$135.00 per person due to **P.A.C.E. Travel** on or before **October 27, 2024**.

\$135.00 per person due to **P.A.C.E. Travel** on or before **November 27, 2024**.

\$135.00 per person due to **P.A.C.E. Travel** on or before **January 11, 2025**.

\$135.00 per person due to **P.A.C.E. Travel** on or before **February 11, 2025**.

Balance is due to **P.A.C.E Travel** on or before **March 11, 2025**.

**NOTE:** Payments are to be made directly to the order of **P.A.C.E. Travel** in the form of a personal check, band booster check (fundraising monies), bank/cashiers check, or money order and mailed to **P.O. Box 699, Naples, NC 28760-0699**.

*Optional:* Cancel for Any Reason (CFAR) travel insurance will be made available upon registration. Not included in the above pricing.

## Oakleaf High School Band

Gatlinburg/Pigeon Forge Trip 2025  
Itinerary (revised) ~ Updated: March 6, 2024

### Day 1: Thursday, April 24, 2025

- 6:00am Spot **two deluxe Candies Coachworks Prevost motorcoach(es)** at school to load the group.  
4035 Plantation Oaks Blvd, Orange Park, FL 32065
- 6:30am The **motorcoach(es)** and depart for Gatlinburg, TN. Rest and meal stops at the director's discretion.
- 12:00pm **Lunch cash provided** en route. Location TBD (**\$15.00 per person**)
- 1:00pm Load the **motorcoach(es)** and continue to Gatlinburg with rest stops at the director's discretion.
- 6:00pm Arrive at **Greystone Lodge** for check in. Here the group will be met by **P.A.C.E. Travel Trip Leader and company President, Greg "Papi" St. Jacques who will be with the group 24/7** while in the Pigeon Forge/Gatlinburg area. **Motorcoach(es) park for evening.**  
**Hotel:** 559 Parkway, Gatlinburg, TN 37738  
**Phone:** 800-451-9202
- 6:30pm Group receives **\$20 in dinner cash**. Free time to shop and walk the Gatlinburg downtown strip.
- 9:30pm Group meets back at hotel for the evening.

### Day 2: Friday, April 25, 2025

- 7:45am Group departs for **breakfast** at the **Golden Corral Buffet & Grill**.  
3610 Parkway, Pigeon Forge, TN 37863
- 9:15am Depart on the **motorcoach(es)** for Dollywood.
- 9:45am Arrive for time in **Dollywood** which opens at 10:00am. **Dollywood lunch voucher included.**
- 6:00pm Group departs Dollywood for dinner.
- 6:30pm Arrive at Lumberjack Feud Pavilion for dinner followed by the **Lumberjack Feud Show**.
- 7:00pm Show begins. After the show the group has free time in Lumberjack Square.
- 9:30pm Depart for the hotel and arrive back by 10:00pm.

### Day 3: Saturday, April 26, 2025

- 7:45am Group departs for **breakfast** at the **Golden Corral**.  
3610 Parkway, Pigeon Forge, TN 37863
- 9:30am The group walks across the street to the **Ripley's** A million gallons of water and hundreds of species of  
88 River Rd, Gatlinburg, TN 37738  
  
During this time each member of the group will be  
**Skylift Park** on the Parkway. They will have unli  
mountain and admission to the **Skybridge**, whic  
America. **Lunch with cash provided** for use d  
(\$15.00 per person)

Itinerary with  
exact performance  
times will be  
provided soon!

- 1:30pm The group meets back at the hotel and boards the **motorcoach(es)** for guided tour of the Smoky Mountains National Park. Dress in layers for warmth and wear comfortable closed toed shoes.
- 2:00pm Pick up guides at the Sugarland's Visitor Center to begin tour of the **Smoky Mountains National Park**. 107 Park Headquarters Rd, Gatlinburg, TN 37738
- 4:00pm Drop off the tour guide(s) at visitor's center and proceed back to the hotel to freshen up for dinner and the evening activities.
- 5:15pm Depart the hotel for the dinner show.
- 6:00pm The group will attend Dolly Parton's **Pirates Voyage Dinner Show-Pigeon Forge!** 2713 Parkway, Pigeon Forge, TN 37863
- 8:00pm Show ends. The group is given some time to shop and explore **The Island** attraction area or head back to the hotel to call it a day.
- 9:00pm Depart for the hotel.
- 9:30pm Arrive back at the **hotel** for the evening and prepare for departure in the morning.

**Day 4: Sunday, April 27, 2025**

- 7:15am Hotel check-out, load the **motorcoach(es)**.
- 7:45am Group departs for **breakfast** at the **Golden Corral Buffet & Grill**. 3610 Parkway, Pigeon Forge, TN 37863
- 9:00am Group enters Alcatraz East.
- 10:30am Load motorcoaches and depart for home with meal stops at director's discretion. (\$15 per person provided)
- 12:30pm **Lunch** en route and continue towards home stops at director's discretion.
- 7:30pm Arrive back at Oakleaf High School. (Coaches are released after unloading the group.)

Chad Robbins (POC for departure from Oakleaf HS) 850-449-6022

**Greg St. Jacques (P.A.C.E. Travel Trip Leader) 828-674-7913**

**Florida Seller of Travel 40351**

SCHOOL DISTRICT OF CLAY  
**FIELD TRIP REQUEST**

**ADMINISTRATIVELY APPROVED**  
**Received too late for April 4, 2024**  
**Board Meeting**  
**Received for information: May 2, 2024**

1. School Requesting: Oakleaf High School
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier \_\_\_\_\_ Other ☒ ✓  
If Commercial Carrier or Other, please state type: Clay County Vans
3. Trip(s) Overnight: Yes ☒ No ☐ Trip(s) Out-of-State: Yes \_\_\_\_\_ No ☒ ✓
4. Dates of Field Trip\*: April 12<sup>th</sup> Destination\*: Presbyterian College (Clinton SC)
5. Group Taking Trip: Oakleaf Football
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip:  
College Exposure and Athletic experience
8. Supporting Florida Standards Benchmark(s) with Narrative(s):  
Students will witness a Collegiate Spring Football Game  
(Growth and Development)
9. Number of Students\*: 8 to 10 Number of Chaperones\*: 2
10. Cost Per Student: \$150.00 Budget Code or Source to be charged: Football # 1101  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: Friday 9am (April 12<sup>th</sup>) Returning Time\*: Saturday 7pm (April 13<sup>th</sup>)  
\*For School Buses, if more than one bus is requested, reference bus request form.

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

Bus Requisition Number(s): \_\_\_\_\_

Christopher Fog (Head Football Coach)  
Teacher, Team Leader, Department Head, Etc.

[Signature]  
Principal

[Signature]  
Assistant Superintendent

[Signature]  
Superintendent

3-13-24

Date

3/18/24

Date

3/20/24

Date

3/21/24

Date

110

SCHOOL DISTRICT OF CL  
FIELD TRIP REQ

ADMINISTRATIVELY APPROVED  
Received too late for April 4, 2024  
Board Meeting  
Received for information: May 2, 2024

1. School Requesting: OHS
2. Transportation (Check One):  
School Bus(s) \_\_\_\_\_ Private Vehicle(s) \_\_\_\_\_ Commercial Carrier ☒ Other ☒  
If Commercial Carrier or Other, please state type: \_\_\_\_\_
3. Trip(s) Overnight: Yes \_\_\_\_\_ No ☒ Trip(s) Out-of-State: Yes ☒ No \_\_\_\_\_
4. Dates of Field Trip\*: 20240419 Destination\*: Kings Bay, Georgia
5. Group Taking Trip: NTHS
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. \_\_\_\_\_
7. Educational Value of Field Trip:  
Team work and knowledge
8. Supporting Florida Standards Benchmark(s) with Narrative(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Number of Students\*: 30 Number of Chaperones\*: 5
10. Cost Per Student: 7.00 Budget Code or Source to be charged: \_\_\_\_\_  
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time\*: 0800 Returning Time\*: 1600  
\*For School Buses, if more than one bus is requested, reference bus request form.

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

Bus Requisition Number(s):  
\_\_\_\_\_

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

Principal  
[Signature]

Assistant Superintendent  
[Signature]

Superintendent  
[Signature]

Date

3/19/24

Date

3/21/24

Date

3/21/24

Date



Willis, Jamie &lt;jamie.willis@myoneclay.net&gt;

## NJROTC Tour Visit (Oakleaf High School)

1 message

**Perry, Jonny M LCDR USN (USA)** <jonny.m.perry.mil@us.navy.mil> Wed, Feb 28, 2024 at 3:15 PM  
 To: "Parinasan, Reyjoshua Cabu JR PO1 USN (USA)" <reyjoshua.c.parinasan.mil@us.navy.mil>  
 Cc: "Spencer, Christopher P MCPO USN (USA)" <christopher.p.spencer10.mil@us.navy.mil>, "Wells, Simon C MCPO USN (USA)" <simon.c.wells.mil@us.navy.mil>, "Marion, Spencer E LT USN COMSUBGRU 10 (USA)" <spencer.e.marion.mil@us.navy.mil>, "Almonte, Jose C LT USN COMSUBGRU 10 (USA)" <jose.c.almonte.mil@us.navy.mil>, "Campbell, Mary Frances LT USN COMSUBGRU 10 (USA)" <mary.f.campbell35.mil@us.navy.mil>, "Sauerbrei, Randal L CIV USN COMSUBGRU 10 (USA)" <randal.l.sauerbrei.civ@us.navy.mil>, Jonny Perry <perry.jonny@yahoo.com>, "JAMIE.WILLIS@MYONECLAY.NET" <JAMIE.WILLIS@myoneclay.net>

Petty Officer Parinasan,

I would like to request an NJROTC Tour visit on behalf of:

Oakleaf High School

MGySgt Jamie Willis, USMC (Ret)

NJROTC SNSI

Oakleaf High School

4035 Plantation Oaks Blvd

Orange Park, FL 32065

Jamie.willis@myoneclay.net

(850) 529-8723

Who: 30 - 50 Cadets from Oakleaf High School with 3-5 sponsors

What: KB Submarine Base Tour (details below)

When: Apr 19, 2024

Where: Kings Bay, GA

Why: To promote patriotism and introduce Cadets to the Naval Submarine Community

Details:

- Would like to do a submarine tour
- Allow students to have a realistic experience in the trainers
- Lunch at the base galley (to be paid by school)
- RDML Buchanan or CAPT Heilman to address students if possible
- Tour at the submarine museum

Very Respectfully,

CHOP

LCDR Jonny "JP" Perry, SC

Supply Officer

Commander, Submarine Group TEN

NIPR: [Jonny.m.perry.mil@us.navy.mil](mailto:Jonny.m.perry.mil@us.navy.mil)

SIPR: [Jonny.m.perry@navy.smil.mil](mailto:Jonny.m.perry@navy.smil.mil)

Office: (912) 573-2742

Cell: (347) 302-0233

DRAFT





Willis, Jamie &lt;jamie.willis@myoneclay.net&gt;

## NJROTC Tour Visit (Oakleaf High School)

1 message

Perry, Jonny M LCDR USN (USA) <jonny.m.perry.mil@us.navy.mil> Wed, Feb 28, 2024 at 3:15 PM  
 To: "Parinasan, Rey Joshua Cabu JR PO1 USN (USA)" <reyjoshua.c.parinasan.mil@us.navy.mil>  
 Cc: "Spencer, Christopher P MCPO USN (USA)" <christopher.p.spencer10.mil@us.navy.mil>, "Wells, Simon C MCPO USN (USA)" <simon.c.wells.mil@us.navy.mil>, "Marion, Spencer E LT USN COMSUBGRU 10 (USA)" <spencer.e.marion.mil@us.navy.mil>, "Almonte, Jose C LT USN COMSUBGRU 10 (USA)" <jose.c.almonte.mil@us.navy.mil>, "Campbell, Mary Frances LT USN COMSUBGRU 10 (USA)" <mary.f.campbell35.mil@us.navy.mil>, "Sauerbrei, Randal L CIV USN COMSUBGRU 10 (USA)" <randal.l.sauerbrei.civ@us.navy.mil>, Jonny Perry <perry.jonny@yahoo.com>, "JAMIE.WILLIS@MYONECLAY.NET" <JAMIE.WILLIS@myoneclay.net>

Petty Officer Parinasan,

I would like to request an NJROTC Tour visit on behalf of:

Oakleaf High School

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Very Respectfully,

CHOP

LCDR Jonny "JP" Perry, SC

Supply Officer

Commander, Submarine Group TEN

NIPR: [Jonny.m.perry.mil@us.navy.mil](mailto:Jonny.m.perry.mil@us.navy.mil)

SIPR: [Jonny.m.perry@navy.smil.mil](mailto:Jonny.m.perry@navy.smil.mil)

Office: (912) 573-2742

Cell: (347) 302-0233

DRAFT

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C7 - Sharing Security and Privacy Agreement between the School Board of Clay County and the Boys and Girls Club of Northeast Florida (BGCNF)

#### **Description**

This Sharing Security and Privacy Agreement between the School Board of Clay County and BGCNF updates 220123/230028 previously approved by the school board under item C6 in meeting dated 6/2/22.

#### **Gap Analysis**

Currently seven Clay County schools utilize the BGCNF program and this will allow the unit directors access to participating students grades, attendance and discipline records.

#### **Previous Outcomes**

BGCNF program has been previously approved to work with students in seven qualifying Clay County Schools (Montclair Elem., Grove Park Elem., Wilkinson Junior High, Orange Park Junior High, Orange Park High, Clay High and Keystone Heights High)

#### **Expected Outcomes**

The unit directors at each qualifying school location will be granted access to participating students grades, attendance and discipline records. This has been approved by the IT department and parents must sign their approval to grant this access as well.

#### **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 approve the Sharing Security and Privacy Agreement between the School Board of Clay County and the Boys and Girls Clubs of Northeast Florida.

#### **Contact**

Treasure Pickett; Chief of Secondary [treasure.pickett@myoneclay.net](mailto:treasure.pickett@myoneclay.net); 904-336-6918

#### **Financial Impact**

N/A

#### **Review Comments**

#### **Attachments**

📎 [240142 Boys & Girls Club Privacy Agreement.pdf](#)

# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

240142

Contract # \_\_\_\_\_  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO  
NOT PLACE ITEM ON AGENDA UNTIL  
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: February 22, 2024

Name of Contract Initiator: Treasure Pickett

Telephone #: 904-336-6919

School/Dept Submitting Contract: K-12

Cost Center # 9007

Vendor Name: Boys and Girls Clubs of Northeast Florida

Contract Title: Sharing Security and Privacy Agreement

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: 2 Years **Contracts 220123 & 230028 expy 7/31/26** Renewal Option(s): Every 2 Years

Contract Cost: Zero Cost To District

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # Zero Cost To District

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):

**RECEIVED**

By Elaine at 3:48 pm, Feb 22, 2024

xxx 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		No Purchasing Requirements
Review Date	<b>REVIEWED</b> By Bertha Staefe at 4:20 pm, Mar 04, 2024	Purchasing attached a copy of Contract 220123 & Contract 230028 - see pages 14-68
School Board Attorney	JPS	Approved. MOU changes acceptable
Review Date	4/11/24	
Other Dept. as Necessary		Approved by ITS 2/22/2024 - Ethan Caren <i>EC</i>
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: _____	

# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4

**IMPORTANT**

**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.  
Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)  
The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:  
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.  
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

**SHARING SECURITY AND PRIVACY AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AND  
BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**

This Data Sharing Security and Privacy Agreement ("Agreement") is made by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("CCDS"), and **BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**, a Florida not for profit corporation, located at 10 S Newnan Street, 2<sup>nd</sup> Floor, Jacksonville, Florida, 32202, ("BGC"). CCDS and BGC may be referred to herein as "Party."

**RECITALS**

WHEREAS, on or about August 1, 2022, CCDS and BGC entered into a Memorandum of Understanding regarding the establishment and operation of a 21<sup>st</sup> Community Learning Center Program Boys & Girls Club. CCDS has seven (7) BGC programs known as Clay High School, Grove Park Elementary School, Montclair Elementary School, Orange Park High School, Orange Park Jr. High School, Keystone Heights Junior/Senior High School and Wilkinson Junior High School in Clay County, Florida;

WHEREAS, pursuant to the Memorandum of Understanding, BGC provides student supports including a range of academic support programs, and family and community engagement services, while participating in a collaborative leadership along with fellow core partners within the Boys & Girls Clubs of Northeast Florida network;

WHEREAS, CCDS and BGC have a common desire to share data in order to evaluate the efficacy of the 21<sup>st</sup> Community Learning Center Program school as an effective educational delivery mode.

NOW, THEREFORE, the Parties agree, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), set forth in 20 U.S.C. §12329, and its regulations at Part 99 of Title 34 of the Code of Federal Regulations ("CFR"), as amended, as follows:

**1. TERM AND TERMINATION**

1.1 Any Party may terminate its participation in this Agreement with or without cause. A Notice of Termination shall be provided to the other Party at least sixty (60) days prior to the effective date of termination.

1.2 CCDS may terminate this Agreement immediately due to negligence, abuse of confidentiality restrictions, or any material violation of this Agreement by BGC. BGC may terminate this Agreement immediately due to any material violation of this Agreement by CCDS.

## **2. COMPENSATION**

There is no monetary compensation set forth under this Agreement. The Parties will each bear their own costs and expenses relating to execution of their respective obligations and responsibilities as set forth in this Agreement.

## **3. DEFINITIONS AND ABBREVIATIONS**

3.1 "Confidential Information" means any information disclosed by one Party to the other during the course of this Agreement, which is not generally known to the public in the form provided, and shall include PII (as defined herein).

3.2 "Disclose," "disclosure," or "re-disclosure" means to permit access to or the release, transfer, or other communication of PII (as defined herein) contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. See 34 CFR §99.3.

3.3 "Education records" means records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. See 34 CFR §99.3.

3.4 "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. §12329, and its implementing regulations enacted at 34 CFR §99, and Sections 1001.41 and 1002.22, *Florida Statutes*, as they relate to the release of student information.

3.5 "Personally Identifiable Information" ("PII") has the same meaning as under FERPA at 34 CFR § 99.3.

## **4. PURPOSE OF THE DISCLOSURE**

4.1 BGC uses data in partnership with CCDS in the legitimate educational interest of students to improve instruction and administer student aid programs by reviewing student-level data to identify which students need supports, to determine what supports are needed and to initiate or modify those supports in response to data, aligning with the requirements listed in 34 C.F.R.

§99.31 of the Family Educational Rights and Privacy Act (FERPA). BGC shall administer the "Efforts to Outcomes" database for the collection of services and outcomes for students within CCDS community partnership schools in order to continually improve student services which meaningfully contribute to student success.

4.2 For purposes of this Agreement, BGC shall function as an agent of the CCDS only with regard to accessing and maintaining pupil record information necessary for BGC's

performance. BGC agrees to the following conditions, as required by 20 U.S.C. §12329 and 34 C.F.R. §99.31(FERPA): (1) BGC is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (2) BGC is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

4.3 BGC shall comply with all requirements of 34 C.F.R. §99.31(a)(6). BGC shall conduct its analysis in a manner that does not permit personal identification of parents and students by anyone other than representatives of BGC authorized by this Agreement who have a legitimate educational interest in the information for purposes of this Agreement. For the purposes of auditing or evaluating BGC's federal or state supported program, BGC Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

## **5. JOINT OBLIGATIONS OF THE PARTIES**

5.1 CCDS and BGC shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any Party to this Agreement to maintain, use, disclose, redisclose or share PII in a manner not allowed by federal law, regulation, or this Agreement.

5.2 CCDS and BGC shall each identify at least one point of contact/data custodian from their respective organizations who shall be responsible for processing and responding to data requests and general inquiries from the other Party. Upon signing of this Agreement, both Parties will exchange in writing the name, mailing address, email address, and telephone number of their point of contact/data custodian, which must be updated from time to time, as applicable.

5.3 BGC point of contact:

Lendward Griffin (LendwardG@BGCNF.org)  
Sr. Director of 21<sup>st</sup> Century Clubs  
Contact Number: 904.913.8100  
Address: 10 S Newnan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202

CCDS point of contact:

\_\_\_\_\_  
\_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



## **6. RESPONSIBILITIES OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (CCDS)**

CCDS will share the requested data with BGC, but only for purposes of BGC conducting the analysis as described in Section 4 of this Agreement. CCDS will disclose/ redisclose only those specific data elements required to complete the analysis. Data will be disclosed to BGC through the CCDS Point of Contact identified in Section 5.

6.1 CCDS acknowledges that it must comply with the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h). CCDS is solely responsible for ensuring that any survey, analysis, or evaluation provided to its students as part of the analysis defined in Section 4 of this Agreement does not ask students to respond in any manner that reveals information concerning: (1) political affiliations or beliefs of the student or the student's family; (2) mental or psychological problems of the student or the student's family; (3) sex behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of other individuals with whom respondents have close family relationships; (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers; (7) religious practices, affiliations, or beliefs of the student or student's parent; or (8) income.

6.2 As part of this Agreement, CCDS will, transmit the following data to BGC if the data exists as a record in the CCDS Student Information System:

Identifiable, student-level information for BGC in the schools it will serve Florida  
Student ID: (New Enrollment to Program)  
Basic demographic data including:  
    Date of Birth  
    Race Ethnicity  
    Assigned Grade  
Enrollment Data, including disenrollment date and reason.  
Name of School, prior level school to enrollment if known or applicable  
Reading, Science, and Math Grade levels; Q1, Q2, Q3 and Q4  
Economic Status  
ELL, ESE  
Standardized test scores (FSA, PSAT, SAT, ACT, EOC); Q4  
Algebra EOC: Q4  
Geometry EOC; Q4  
Clay Standard Assessments, Achieve 3000, Pre-Post, IREADY  
Self-report survey data related to adolescent risk behavior (e.g., such as those collected on the CDC Youth Risk Behavior Survey)  
Total number of instructional days  
Teacher and staff incident reports of violence indicators.  
Behavior Referrals and Incident Reports - Monthly

Daily attendance; Q1, Q2, Q3 and Q4

Data regarding the number of students who are eligible for free or reduced priced meals

## **7. RESPONSIBILITIES OF BGC**

7.1 BGC agrees to use PII shared under this Agreement for no purpose other than to conduct the analysis described in Section 4 of this Agreement. CCDS approval to utilize PII from education records pursuant to Section 4 of this Agreement does not confer approval to use it for any other purpose.

7.2 BGC agrees to only share or redisclose PII received under this Agreement with The Florida Department of Education's EZReports Afterschool Management Software. BGC agrees to not share or redisclose PII any other individual, institution, organization, entity, or government without the prior written approval of CCDS, except as permitted by this Agreement or by FERPA (e.g., upon obtaining prior consent of the parent or eligible student), or as required by a valid subpoena, court order, or administrative directive. BGC is not prohibited from sharing aggregate or deidentified student data if BGC follows appropriate disclosure avoidance policies.

7.3 BGC agrees to maintain PII obtained pursuant to this Agreement separate from all other data files that possesses and not to copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to complete the analysis described in Section 4 of this Agreement, or as necessary for established data management and backup processes. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type, including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data.

7.4 The ability to access or maintain PII under this Agreement will not under any circumstances transfer from BGC or be assigned by BGC to any other individual, institution, organization, government, or entity, except as permitted by this Agreement or upon obtaining prior written consent of the parent or eligible student.

7.5 Under no circumstance shall BGC become an owner, proprietor, or custodian of any PII provided by CCDS under this Agreement. BGC may not publish the results of its analysis or other outcomes stemming from work performed under this Agreement in a way that identifies CCDS, individual students or their parents, either directly or indirectly, absent their prior written consent.

7.6 BGC agrees to establish procedures and systems to process, store, and/or transmit PII under this Agreement in a secure manner that prevents unauthorized disclosure of the PII, including the interception, diversion, duplication, or other unauthorized access to said PII.

7.7 BGC will permit CCDS to review all procedures set established pursuant to subsection 7.6 of this Agreement, will provide written assurances to CCDS, regarding the use of PII transmitted under this Agreement to ensure that CCDS has appropriate policies and

procedures in place to protect the PII and to enable CCDS to confirm that BGC disclosure of PII is authorized by this Agreement.

7.8 In accordance with section 6.2, any survey, analysis, or evaluation provided to students as part of the analysis defined in Section 4 of this Agreement must be approved by the Point of Contact defined in section 5 prior to utilization.

## **8. DATA SECURITY**

BGC agrees to protect and maintain PII with security measures that include maintaining secure environments that are properly patched and up to date with all appropriate security updates implemented on a reasonably timely basis as designated by a relevant authority, including but not limited to, Microsoft notifications. Likewise, BGC agrees to conform to the following measures to protect and secure PII:

8.1 Data Transmission, Storage, Backup, and Recovery. BGC agrees that any and all transmission or exchange of system application data with CCDS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent. BGC agrees that any and all CCDS data will be stored, processed, and maintained solely on designated servers and that no CCDS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of BGC's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of service shall be contained within the states, districts, and territories of the United States, unless specifically agreed to in writing by a CCDS officer with designated data, security or signature authority. BGC agrees to store all CCDS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

8.2 Data Re-Use. BGC agrees that any and all PII disclosed under this Agreement shall be used expressly and solely for the purposes enumerated herein. PII shall not be distributed, repurposed, or shared across other applications, environments, or business units of BGC except as permitted in this Agreement. As required by Federal law, BGC agrees that no PII shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except as permitted by this Agreement, by the FERPA permitted disclosures set forth at 34 CFR §§ 99.31(a)(1), 99.31(a)(6), and 99.31(a)(12), or on a case-by-case basis as specifically agreed to in writing by a CCDS officer with designated data, security, or signature authority.

8.3 End of Agreement Data Handling. BGC agrees that, upon termination of this Agreement, it shall return all PII to CCDS in a useable electronic form, and erase, destroy, and render unreadable all PII stored on BGC computers, servers, information storage/retrieval devices and systems of any kind or nature whatsoever, in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days after the termination of this Agreement or within seven (7) days after the request of an agent of CCDS, whichever shall come first. Notwithstanding the foregoing, BGC shall be permitted to retain an archival copy of the PII solely for purposes of satisfying the data retention requirements of third-party publishers of reports

or other articles in connection with the analysis defined in Section 4 of this Agreement, or as may be required by law.

8.4 Data Breach. BGC agrees to comply with Florida Statutes §501.171 and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification by law. In the event of a material breach of any of BGC's security obligations under this Agreement or other event requiring notification under applicable law ("Notification Event"). BGC agrees to notify CCDS promptly and to provide reasonable assistance to CCDS to inform individuals if required by applicable law, and to indemnify, hold harmless, and defend CCDS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

8.5 Mandatory Disclosure of PII. If BGC becomes compelled by law or regulation (including securities laws), or subpoena, court order, or other administrative directive to disclose any PII related to CCDS students, BGC will provide CCDS with prompt written notice, to the extent permitted by law, so that CCDS may seek an appropriate protective order or other remedy. If a remedy acceptable to CCDS is not obtained by the date that BGC must comply with the request, BGC will furnish only that portion of the PII that it is legally required to furnish, and BGC shall require any recipient of the PII to exercise commercially reasonable efforts to keep the PII confidential, to the extent permitted by law.

8.6 Remedies for Disclosure of Confidential Information. The Parties acknowledge that unauthorized disclosure or use of PII or other confidential education records may irreparably damage CCDS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any PII or education records shall give CCDS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). BGC hereby waives the posting of a bond with respect to any action for injunctive relief. BGC further grants CCDS the right, but not the obligation, to enforce these provisions in BGC's name against any of BGC's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

## **9. GOVERNING LAW AND REMEDIES**

9.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of the Agreement will have its venue in the courts of the State of Florida located in Clay County and the Agreement will be interpreted according to the laws of Florida and/or federal law where appropriate. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to

recover court costs, and expenses recognized as taxable court costs pursuant to Florida Statutes and/or The Florida Rules of Civil Procedure (including fees, costs, and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

## **10. INDEPENDENT CONTRACTOR RELATIONSHIP**

10.1 BGC is, and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of CCDS. All persons engaged in the analysis pursuant to Section 4 of this Agreement shall at all times, and in all places, be subject to BGC's sole direction, supervision, and control. BGC shall exercise control over the means and manner in which it and its employees perform pursuant to this Agreement, and in all respects BGC's relationship and the relationship of its employees to CCDS shall be that of an independent contractor and not as employees or agents of CCDS. BGC does not have the power or authority to bind CCDS in any promise, agreement, or representation.

10.2 Nothing contained herein, other than the limited "agency" language in subsection 4.2 of this Agreement, shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

## **11. INSURANCE**

At its sole expense, during the term of this Agreement BGC shall maintain General and Professional Liability insurance for any and all claims as a result of an action, lack of action, error, or omission by BGC, its employees, agents, or subcontractors in an amount not less than One Million Dollars (\$1,000,000) per claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.

## **12. INDEMNIFICATION**

12.1 Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification subsection shall not operate to release any party from liability for their own negligence or the negligence of their officers, agents or employees or the duty to indemnify another party from said negligence.

12.2 Nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the CCDS's liability beyond that which is set forth in section 768.28, Florida Statutes. Nor shall any such language be construed or interpreted to waive the CCDS's sovereign immunity from suit, or to require the CCDS to indemnify BGC 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 CCSS or its employees. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

### **13. SUCCESSORS AND ASSIGNS**

Neither CCDS nor BGC shall assign, sublet, convey, or transfer its interest in this Agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than CCDS and BGC.

### **14. NON-EXCLUSIVE AGREEMENT**

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

### **15. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### **16. ENTIRETY OF AGREEMENT**

CCDS and BGC agree that this Agreement, and any documents made a part thereof, set forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

### **17. NON-WAIVER**

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

### **18. FORCE MAJEURE**

Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, Acts of God, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

## **19. CONSTRUCTION OF AGREEMENT**

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

## **20. TERM, TERMINATION AND EXTENSION OF AGREEMENT**

This Agreement shall be for a term of two (2) years, commencing on the date on which the last signature is affixed. Upon written agreement of the parties, executed at least thirty (30) days prior to expiration, the Agreement may be extended three times for periods of one (1) year each. The maximum term of this Agreement shall be five (5) years, including the original term and the one year extensions, after which the Agreement must be reviewed for currency and re-executed. Either party may terminate this Agreement immediately for cause in the event that the other party acts in violation of any state or federal law, regulation or rule, including but not limited to FERPA, or willfully or negligently abuses the confidentiality restrictions of this Agreement or is in material violation of any term of this Agreement. Either party shall have the absolute right to terminate this agreement with or without cause with sixty (60) days' prior written notice to the other party. However, any unilateral termination of this Agreement by a party shall be effective only at the end of the specific academic period during which the written notice was given if the notice is given more than sixty (60) days from the end of the academic period

## **21. NOTICE**

All correspondence, formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

Name: John Steinmetz and/or Jeremiah Blocker  
Title: Attorney for the School Board of Clay County, Florida  
Address: 900 Walnut Street  
Green Cove Springs, Florida 32043  
Email: schoolboardattorney@myoneclay.net  
Phone: 904-336-6507

Name: Mr. Lendward Griffin  
Title: Sr. Director of 21<sup>st</sup> Century Clubs  
Boys & Girls Clubs of Northeast Florida  
Address: 10 S Newnan Street  
Jacksonville, Florida 32203  
Email: [LendwardG@BGCNE.org](mailto:LendwardG@BGCNE.org)  
Phone: 904.913.8100

IN WITNESS WHEREOF, the undersigned, in their representative capacities, acknowledge that they have read this Agreement in full and have had an opportunity to review it; that they understand and agree to each of the foregoing provisions; and that they are duly authorized to sign the Agreement and have executed this Agreement on the dates written below.

**BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

\_\_\_\_\_  
Printed Name: Ashley Gilhousen

Title: Board Chair

Date: \_\_\_\_\_



FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **220123**  
Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: **4/22/22**  
Name of Contract Initiator: **Treasure Pickett** Telephone #: **904-336-6918**  
School/Dept Submitting Contract: **Academic Services** Cost Center # **9007**  
Vendor Name: **Boys + Girls Club of Northeast Florida**  
Contract Title: **Agreement between SBAO + Boys + Girls Club NE Florida**  
Contract Type: ☒ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #  
Contract Term: **4 years** Renewal Option(s):  
Contract Cost: **\$0**

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # \_\_\_\_\_  
Funding Source: Budget Line # \_\_\_\_\_

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- \_\_\_\_ Completed Contract Review Form
- \_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- \_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract)\*
- \*This Statement MUST BE included in the body of the Contract:
- \*The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.\*
- \_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.  
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.  
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).  
Workers' Compensation = \$100,000 Minimum  
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
- \_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/boc/exempt/>) (if Applicable)
- \_\_\_\_ COVID-19 Waiver (if Applicable)
- \_\_\_\_ Release and Hold Harmless (if Applicable)

RECEIVED  
APR 25 2022  
PURCHASING

RECEIVED  
4/27/2022  
SBAO

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <b>B78</b>	<b>No Purchasing Requirements</b>
Review Date <b>4/24/22</b>	<b>See concerns in Red so defer to Mr. Bickner + Mr. Caren + Dr. Legutko</b>
School Board Attorney <b>JP</b>	<b>Defer to Mr. Bickner</b>
Review Date <b>4/18/22</b>	<b>Bickner changes in Blue - all are approved by Bickner, Purchasing.</b>
Other Dept. as Necessary	<b>Defer to Mr. Caren (IT Department)</b>
Review Date	<b>Defer to Dr. Legutko (Budget) (emailed 4/26)</b>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<b>5/19/22 Dated Document</b> <b>APPROVED</b> DATE: <b>5/19/2022</b>



## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Boys & Girls Clubs of Northeast Florida (BGCNF) (hereinafter referred to as "CONTRACTOR"), whose principal place of business is Physical Address: 10 South Newnan Stree, 2nd Floor, Jacksonville, FL 32202  
Mailing Address: P.O. Box #2059, Jacksonville, FL 32203.2059

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide afterschool services to the Schools listed in Attachment A-1.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, 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: 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 by and listed in Attachment A, 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 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 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) Vendors/Consultants 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](mailto:PRR@myoneclay.net)

25. Government Funding: 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 Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations 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, 4.

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.

\*\*\*\*\*

**In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.**

SBCC'S Representative with CONTRACTOR is:

Treasure Pickett  
School/Department Name: Academic Services  
Mailing Address: 28 S. Green St, Green Cove Springs, FL  
Phone #: 904-336-6918 Email Address: treasure.pickett@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

By: Mary S. Bolla

Print Name: Mary S. Bolla

Title: Board Chair

Date: 6/2/22

**CONTRACTOR**

By: Paul Martinez

Print Name: Paul Martinez

Title: President & CEO

Date: April 19, 2022

**Attachment A**

**SCOPE OF SERVICES AND/OR PRODUCTS**

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

See Attachment A-1

Boys/Girls Club of Northeast Florida will pay the fixed fee/flat rate amount set forth in paragraph number 3 to the participating schools no later than the last day of the first month of each term/semester each year. This amount is \$1,000.00 per school per term/semester, which terms/semesters are defined as "fall", "spring" and "summer." There are seven (7) proposed sites, multiplied by a total of \$3,000 per site, multiplied by four (4) years, equaling a total contract commitment by the Contractor in the amount of \$84,000.00. \*\*\*\*\*

\*\*\*\*\*

2. **Term:**

The award of the BGCNF 21st

CCLC 2022-23 contract,

Mid-summer 2022

and continue until

The term of this Agreement shall commence on

July 31, 2026

, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ 3,000 per school served annually for a total of 4 years (7 X \$3,000 X 4 years = \$84,000.00) Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation paid by Contractor to SBCC under this agreement shall not exceed \$120,000 over 4 years.



## NOTIFICATION DOCUMENT

### ***Waiver Requires Signature At Time Of Entrance On SBCC Property***

**Masks are Highly Encouraged and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, Employees not drawing District pay at the time they are on campus, or others 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: Boys & Girls Clubs of Northeast Florida

Signature of Authorized Representative: Paul Martinez

Printed Name of Authorized Representative: Paul Martinez

Title of Authorized Representative: President & CEO

Date: April 19, 2022

## 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.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(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.

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## **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.

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## **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: Boys & Girls Clubs of Northeast Florida

Signature of Authorized Representative:

Paul Martinez

Print Name of Authorized Representative:

Paul Martinez



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: Boys & Girls Clubs of Northeast Florida

Paul Martinez

Printed Name

Signature: Paul Martinez

President & CEO

Title of Authorized Representative

Date: April 19, 2022

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:** Boys & Girls Clubs of Northeast Florida

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Paul Martinez  
(Printed Name)

President & CEO  
(Title)

Paul Martinez  
(Signature)

April 19, 2022  
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

My name is (*INSERT NAME* Paul Martinez). 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.

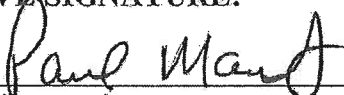
- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent 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* Boys & Girls Clubs of Northeast Florida) 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* Boys & Girls Clubs of Northeast Florida) 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:** Boys & Girls Clubs of Northeast Florida

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Paul Martinez  
(Printed Name)

  
(Signature)

President & CEO  
(Title)

April 19, 2022  
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Paul Manti

Signature

Boys & Girls Clubs of Northeast Florida  
Company Name





ATTACHMENT A-1

**Final List of Clay County District Schools**  
BGCNF's 2022-2023 21<sup>st</sup> CCLC Grant Application  
5.18.22

<b>Clay County District Schools</b>	
1	<b>Clay High School</b> 2025 Fl-16, Green Cove Springs, FL 32043-8526 (904) 336-7175
2	<b>Grove Park Elementary School</b> 1643 Miller St, Orange Park, FL 32073 <a href="tel:(904)336-1275">(904) 336-1275</a>
3	<b>Keystone Heights Jr/Sr High School</b> 900 Orchid Ave, Keystone Heights, FL 32656 <a href="tel:(352)473-2761">(352) 473-2761</a>
4	<b>Montclair Elementary School</b> 2398 Moody Ave, Orange Park, FL 32073 <a href="tel:(904)336-1975">(904) 336-1975</a>
5	<b>Orange Park Jr High School</b> 1500 Gano Ave, Orange Park, FL 32073-4506 (904) 336-5975
6	<b>Orange Park High School</b> 2300 Kingsley Ave, Orange Park, FL 32073-5125 (904) 336-8675
7	<b>Wilkinson Jr. High School</b> 5025 County Road 218, Middleburg, FL 32068-3553 (904) 336-6175



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

#### **Proposed Scope of Work**

Boys & Girls Clubs of Northeast Florida (BGCNF) will offer Project STEAM+L (Science Technology Engineering Arts and Math plus Literacy) at designated Clay County School District in Florida in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers grant programming. Designed to complement and enrich school day instruction, the 21<sup>st</sup> Century program serves students at the seven (7) designated schools listed in Attachment A-1, pg. 16 (**FINAL LIST**), afterschool for 2-3 hours as determined by a Memorandum of Understanding ("MOU") with the Clay County School District, the School District Director of K-12 and the individual school principals, as referred to on page 22 of 23 under the subheading of Facilities.

Our Club and services are fully open to all children in each designated school. BGCNF offers programming to serve adult-family members of all students served. Elementary, Middle and High Schools receive academic support, meals and snacks and personal enrichment activities weekly. Student Ratios: Academic / Certified Teachers minimum of 15:1 and Enrichment / Non-Academic minimum of 25:1.

#### **Community Notice**

Boys & Girls Clubs of Northeast Florida will post a Public Notice in our "What We Do – 21<sup>st</sup> CCLC" section of our website by mid-April to provide information about our intent to apply for this grant <http://www.bgcnf.org/21stcentury/>. A notice will also be posted at the administrative office.

#### **Needs Assessments**

BGCNF will work with each school to collect Parent/Student and Teacher survey data. Survey links and hard copies will be given to each principal and their teams to ensure that a minimum of 20% of the total of each group are surveyed. Surveys will be collected and analyzed. BGCNF's operations team members will make recommendations from the data and write programming into each grant.

**Closing the Gaps:** The programs are designed to address the identified needs: (1) academic remediation/homework help to address student progress; (2) integrated reading and writing activities (literacy) to support ELA academic achievement; (3) STEAM to address science and math deficiencies with a blend of visual arts and photography ("A" in STEAM); (4) physical exercise and education to create healthier students; and (5) adult-family member services.



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

**Community Partners:** Boys & Girls Clubs will work with community partners and stakeholders representing each school to provide support necessary to maintain and sustain programming.

#### **Target Population, Recruitment and Retention**

##### **Target Population**

As part of the 2022-23 21<sup>st</sup> CCLC grant proposal, BGCNF will serve students who meet the priorities for the 21<sup>st</sup> CCLC program. Specifically, our project (unit) director will work with school administration to target students who have received less than satisfactory scores on their end of year exams during the past school year and those who are currently receiving less than a "c" grade and/or those who are in the lowest 25<sup>th</sup> percentile within enrollment.

Research shows that students begin to disengage with formal education as early as the fourth and fifth grades. Students who are disengaged from school are no longer motivated to succeed in school – it is no longer what they see as meaningful or important. Unfortunately, disaffected and disengaged students also influence their peers to disengage – and generally engage with negative activities. Such students are likely to be retained; to fail to earn enough credits; to perform poorly on state assessments; and to fail to graduate on time (America's Promise Alliance, 2017). We have structured our grant and program to service Clay County School District students with Science, Technology, Engineering, Arts, Math and Literacy programming so that we can reach this core group as identified in the needs assessment so that they can not only prosper, but also extend the power of the grant by becoming a positive influence for their peers.

Boys & Girls Clubs of Northeast Florida staff strive to secure an environment to serve children with special needs including those who might be homeless, English language learners, physical, psychological, sensory or learning disabilities, and/or those with attention behavior concerns. BGCNF and our staff work with every individual student so that they are not excluded from the program and are safely accommodated.

##### **Recruitment and Retention**

The recruitment and retention of the most at-risk students and those most in need of 21<sup>st</sup> CCLC services is conducted through established relationships each individual Clay County School as identified in this response. The primary strategies to be used to recruit and retain targeted students for enrollment and to achieve consistent, long-term participation in the 21<sup>st</sup> CCLC program are achieved by involving students, parents and school principals and teachers from the very beginning, including through the development of this application. The recruitment strategy



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

has the additional benefit of strengthening our ongoing relationship with the school day, meeting the needs not only of students but of teachers and the schools.

#### *Recruitment*

- Reach out to adult-family members of students served at designated Clay County Schools. Follow up with all who provided phone numbers on the needs assessment and ask them to tell their friends and family members about the Club and programs.
- Have staff recruit potential students directly through events, relationships and unique entry points to reach students in the schools.
- Encourage current students to recruit their fellow student friends.
- Create recruitment activities designed to target potential students that align with each school's programming.
- Ask teachers and the principal to give referrals for the program.
- Secure a list of school events and have BGCNF Club staff members attend.

#### *Retention*

Particularly with secondary students, we acknowledge that 21<sup>st</sup> CCLC activities must be extremely compelling to not only attract but retain such students. Students have many options and our intent – and a strong suit of BGCNF – is to incite students to continue to choose our programs. We:

- Poll students to secure feedback and preferences for enrichment.
- Create excitement around the STEAM+L programming to engage students.
- Communicate with parents to follow-up student absences of more than two days in the 21<sup>st</sup> CCLC program, including helping parents to solve attendance barriers.
- Routinely share information about the 21<sup>st</sup> CCLC programs to parents as they pick up their children and integrate information to keep their children engaged as part of our adult-family member program activities.
- The Club Project (Unit) Director and assigned teachers regularly collaborate with the schools to be certain that academic learning objectives and materials are shared.
- Work directly with school administration in time of need to retain a student.
- Staff ensure that support is given to students with different learning styles.

#### **Program Evaluation**



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

Evaluation is a critical component of Project STEAM+L programming. Boys & Girls Clubs of Northeast Florida (BGCNF) values the opportunity to learn from an objective perspective and is committed to making mid-course corrections where data show that the program is not performing optimally for students or for their families. BGCNF finance, operations and development/grants administration staff meet weekly to discuss process improvements based on data. Our team understands the important role of evaluating our 21<sup>st</sup> CCLC programs and we are prepared to make adjustments based on data outcomes.

#### Approved Program Activities

Project Celebration STEAM+L engages students in the Science, Technology, Engineering, Arts (Visual & Photography), Math and Literacy areas. STEM and STEAM have become popular vehicles for youth activities. We view them as the organizing framework for a variety of activities to challenge, captivate, and motivate students. We have added literacy to specifically acknowledge that literacy is the building block for students' current and future success. Without

#### Boys & Girls Clubs Experience and Capacity

BGCNF staff has experience with managing federal grants with FDOE 21<sup>st</sup> CCLC, HUD – Community Development Block Grants, USDA food and FDOH grants and numerous other city and foundation grants.

Upon receipt of monitoring and audit activities, BGCNF finance, operations and grants administration staff collaborate weekly through meetings and discussions to effectively evaluate, monitor and adjust programs, train staff, and make necessary improvements. BGCNF effectively manages six (6) 21<sup>st</sup> CCLC Grants and 32 Kids Hope Alliance Grants serving over 5,000 students daily and nearly 10,000 annually. At least 10 staff members have engaged in 21<sup>st</sup> CCLC training and development activities. We are prepared and excited about this opportunity to serve more students in our afterschool programs.

Surveys, questionnaires, among other informative data-based assessment tools are issued to the program participants. Staff reviews the data and makes adjustment to programming as needed to enhance student outcomes. Our on-going relationship with the school administration to review the goals of the school improvement plans monthly is critically important to implementing program changes to drive student grade improvements.





## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

Organizational background: Boys & Girls Clubs of Northeast Florida (BGCNF) is a member of Boys & Girls Clubs of America – the United States' most effective youth development organization. BGCA has been ranked as the top national, youth serving organization, according to the Chronicle of Philanthropy's Top 400 list of philanthropies for the past 18 years. BGCNF works to help young people of all backgrounds develop the qualities they need to gain skills, experience positive peer influence and improve their academic success. For over 55 years, BGCNF has provided quality afterschool programming to our community's disadvantaged youth. BGCNF has demonstrated its capacity to operate afterschool services since the Laurence F. Lee Boys & Girls Club opened in May 1966. The agency currently operates 35 Clubs in Duval County; one (1) Club in St. Johns County, and two (2) Clubs in Alachua County - each strategically placed to serve over nearly 10,000 at-risk youth every year. To accomplish its mission in the community, BGCNF utilizes 400+ employees, 200 volunteers, a Board of Governors and an annual revenue of \$14+ million. BGCNF has successfully applied for, received and administered many federal, state and city grant awards each year for over fifteen years.

BGCNF is financially managed by a Board of Governors and administered by the President and the Vice President of Operations and Vice President of Programming. The agency is fiscally sound and has received single audits with no significant findings for the past several years.

#### **Staffing & Professional Development**

**Staffing** - The administrative staff at our Boys & Girls Clubs are trained and extremely experienced in leading, managing and delivering programs serving youth. Our Directors of Grant Administration – Programming oversees the sites and trains staff to run and fully execute all 21<sup>st</sup> CCLC program requirements. Our Program (Unit) Director (PD) is responsible for managing and implementing the educational program and budget described in the approved application to ensure that the agency meets its responsibilities to the FDOE under the grant agreement in a timely manner, including monitoring of programs goals, objectives, and activities. The PD provides leadership and planning necessary to provide high quality 21st CCLC programming for students and families for 21st CCLC. The PD ensures communication between the 21st CCLC sites, teachers, principals, community partners, advisory committee and support staff; and facilitate all staff trainings. In addition, our Clubs employ certified teachers who collaborate and complement academic learning with their schools; Youth Development Specialists who oversee all project-based learning activities; a family program coordinator; and a program specialist who



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

oversees data collection and programming. All team members receive training to meet the objectives of the RFP

**Professional Development** - All 21<sup>st</sup> CCCL teachers, program instructors, and other 21<sup>st</sup> CCLC staff are trained on elements of the grant including the funding priorities and provisions of academic, project-based and experiential learning methods and activities in culturally appropriate ways. Staff gain a sound understanding of the program design, need, and effective teaching methodology of the 21<sup>st</sup> CCLC program, and the measurable objectives and activities to be offered to our students and their adult-family members to ensure that the offerings address community needs. Weekly staff meetings are held that include a training element. Monthly agency-wide training programs occur to keep staff aligned with the goals and objectives of the grant and to enhance student experiences and outcomes via our programs.

#### Facilities – Clay County School District

Boys & Girls Clubs of Northeast Florida will work with each school to determine the space required to appropriately run the 21<sup>st</sup> CCLC programs to include, but not limited to: Classrooms, Activity Rooms, Gyms, Outdoor recreational areas, and/or Multipurpose Rooms. The list of on-site facilities to be utilized by the Contractor will be discussed and agreed upon in writing via a Memorandum of Understanding ("MOU") with the Clay County School District, the School District Director of K-12 and the individual school principals. The above referenced MOU must be submitted to purchasing and the office of the School Board Attorney for contract review.

#### Safety and Student Transportation

BGCNF takes the safety and security of the youth we serve very seriously. Our 21<sup>st</sup> CCLC program staff undergo a FDLE Level II screening and meet all the certification requirements and possess the necessary licenses as required by BGCNF, DCPS and 21<sup>st</sup> CCLC. BGCNF conducts random drug tests and background checks are conducted annually after hire. Staff undergoes screening as required by the Jessica Lunsford Act. BGCNF adheres to all district safety and hiring regulations.

Safety procedures/onsite: To enroll students at the 21<sup>st</sup> CCLC a parent or guardian must fill out a detailed membership form with contact medical, employment, demographic and socioeconomic information. Students sign themselves in and out each day, which provides the monthly attendance records, as needed. Adult-family members are encouraged to pick up their children



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

from the club each day. Should a parent or guardian not be available to pick their child up at the end of the day, we require that the parent sign a release form and provide an authorized list of individuals for pick-up with proof of identity. BGCNF has a detailed Parent Handbook which includes safe practices and expectations. Our Clubs and teams are compliant with CPR, First Aid, and ongoing in-house and other trainings. BGCNF's safety manual and guidelines addresses a myriad of other safety issues. BGCNF will collaborate with each Clay County School to determine transportation needs to serve the students in the after school and summer programs.

#### **Collaboration and Sustainability**

##### ***Collaboration***

Our on-going school collaboration includes the sharing of student data, including report card grades, standardized test scores, attendance and behavior records. And, BGCNF hires certified teachers from each school to provide continuity with the school day including before school and afterschool programs. Throughout the school year, our project (unit) director, teachers and school administration meet to discuss student performance and identify areas to further engage in academic enrichment and to evaluate continued alignment with the school improvement plans.

##### ***Sustainability***

One of the main purposes of this funding is to create an innovative program that is both high-quality and sustainable after the end of federal funding. We understand that the 21<sup>st</sup> CCLC grant is designed to front-load key programming expenditures to allow for successful continuation in those years federal funding is no longer available. BGCNF Board of Governors and our partners are deeply committed to the success of this program at each designated Clay County School.

Fundraising at all levels include: Annual Capital Campaigns, Jacksonville event fundraisers, board donations, corporate outreach and grants. We proactively pursue any and all available sources of private and public financial support for our effort to sustain Boys & Girls Clubs within the Clay County School District.



## Data-Sharing and Usage Agreement Clay County District Schools

This agreement establishes the terms and conditions under which the Clay County District Schools can acquire, share, and use data. Either party may be a provider of data to the other party or be a recipient of data from the other. The purpose of this agreement is to provide for the Parties' sharing of certain respective Student Data from student education records, pursuant to s. 34 CFR 99.31(a)(6) and s. 1002.221, Florida Statutes, in order that the District and Data Recipient may improve the advancement of achievement throughout Clay County.

1. The confidentiality of data pertaining to individuals will be protected as follows:

- A. The data recipient will not release the names or addresses of individuals or information that could be deemed as personally identifiable information of an individual, nor will the recipient present the results of data analysis (including but not limited to graphics or maps) in any manner that would reveal an individual's personally identifiable information.
- B. Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.
- C. Both parties agree that personally identifiable information (PII) will be as defined in Florida State Statute 501.171.
- D. Both parties agree to follow Florida's public records laws and laws relating to records retention located in Florida State Statute chapter 119 and Florida's General Records Schedule GS1-SL.

2. Any use, disclosure, or re-disclosure of the confidential information provided by each Party to the other Party not expressly permitted by this agreement is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any information provided pursuant to this agreement. Notwithstanding the terms, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing Party must provide the other Party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

3. The data recipient will not release data to a third party without prior approval in writing from the data provider.

4. The data recipient will not share, publish, or otherwise release any findings or conclusions derived from the analysis of data obtained from the data provider without prior written approval from the data provider.

5. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the "Contract/agreement" with the "Data Recipient".

6. All data transferred to Clay County District Schools shall remain the property of the "vendor" and shall be destroyed or returned to the "vendor" within sixty (60) days upon termination of the contract/agreement. The district shall send written notice to the other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.

7. All data transferred from Clay County District Schools shall remain the property of the school district and shall be destroyed or returned to the school district within sixty (60) days upon termination of the contract/agreement. The district shall send written notice to the other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.

8. Any third party granted access to data, as permitted under condition #2, above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party to the school district and signed by the school district before data will be released. The primary "vendor" will be responsible for presenting the signed agreement to the district on behalf of the third party.

9. Both parties agree that PII data stored will be encrypted while in transit and rest.

10. Each party agrees to disseminate this agreement to appropriate personnel in each party's agency.

11. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited to

## Data-Sharing and Usage Agreement Clay County District Schools

Sections 1002.22 and 1002.97, Florida Statutes, and Family Educational Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) regarding the sharing of Student Data in student education records and information relevant to the purpose of this agreement.

12. The Parties hereby agree to share electronic Student Data across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student education.

13. The Parties acknowledge that, during the term of this agreement, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect the confidential information received from the other party in a manner that will not permit the personal identification of a child or the parents, including guardians, by persons other than those authorized to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.

14. Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information; it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this agreement.

15. Each Party shall take all steps necessary to safeguard the confidentiality of the data received. Each Party must develop, implement, maintain and use reasonable and appropriate administrative and internal controls, and technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained, used, stored, or transmitted pursuant to this agreement. A review of these controls may be requested by either party to ensure their adequacy and implementation.

- appropriate administrative actions include appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this agreement (including but not limited to, in appropriate circumstances, termination of employment).

16. Neither Party shall possess nor assert any lien or other rights against or to confidential information of the other Party.

17. Each Party agrees to report in writing within three (3) business days to the other Party any use, disclosure, or re-disclosure of confidential information not authorized by this agreement. Such report must identify:

- the nature of the unauthorized use, disclosure, or re-disclosure;
- the data used, disclosed, or re-disclosed;
- the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure;
- what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure;
- what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

18. Data Recipient agrees that the District shall have the right to review, prior to Data Recipient publishing any report or findings related to the Student Data, in order for the District to verify proper techniques are used to avoid any unauthorized disclosure of Student Data.

Company: Boys & Girls Clubs of Northeast Florida

Clay County District Schools

Name: PAUL MARTINEZ

Name: Ethan Caren

Date: 6-14-22

Date: 5/30/22

Signature: Paul Martinez

Signature: Ethan Caren

# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **230028**  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE: **PREVIOUS ONE BOARD 1st**  
**Broskie 1st**  
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: 8/17/2022

Name of Contract Initiator: T. Pickett

Telephone #: 904-336-6918

School/Dept Submitting Contract: Academic Services

Cost Center # 9007

Vendor Name: Boys and Girls Club of Northeast Florida "MOU" for each School in Program per Contract 220123

Contract Title: ~~School Partnership Agreement~~ **Should be "MOU" for Facility Use**

Contract Type: New ☐ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: 0

Renewal Option(s): 0

Contract Cost: 0

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

\_\_\_\_ Completed Contract Review Form

\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

\_\_\_\_ SIGNED Addendum A (If not an SBAO Template Contract)\*

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

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

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

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

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

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

Workers' Compensation = \$100,000 Minimum

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

\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

\_\_\_\_ COVID-19 Waiver (If Applicable)

\_\_\_\_ Release and Hold Harmless (If Applicable)

RECEIVED  
AUG 17 2022  
PURCHASING

RECEIVED  
8/17/2022  
SBAO

### \*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\*

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <b>BTS</b>	<b>See Questions</b>
Review Date <b>8/17/22</b>	<b>MOU should only address the Facility use at each School.</b>
School Board Attorney <b>JB</b>	<b>Rewritten</b>
Review Date <b>10/18/22</b>	
Other Dept. as Necessary	<b>NOTE: Original MOU submitted not used. MOU's rewritten by B Bickner attached. Signatures Req'd</b>
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> <b>10/18/22</b>



This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement (“the Agreement”) with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

- Page 174 of 564

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

Boys & Girls Clubs of Northeast Florida

Clay High School

Paul Mart  
Signature

Jun Halter  
Signature

Paul Martinez  
Print Name

Jun Halter  
Print Name

President/CEO  
Title

Principal  
Title

10/18/22  
Date

10/18/22  
Date

School District of Clay County, Florida

Paul L. Bohner

Signature

David S. Broskie,

Print Name

Superintendent of Schools

10/18/22

Date

School District Director of K-12

Treasure Pickett

Signature

Treasure Pickett

Print Name

Clay School District Director of K-12

DRAFT

## **MEMORANDUM OF UNDERSTANDING GROVE PARK ELEMENTARY SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local School Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Derrionn Anderson	Phone: 904-496-0671
Title: Unit Director / Site Coordinator	Email: DerrionnA@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.



6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Grove Park Elementary School**

Paul Martinez

Signature

Melissa Wright

Signature

Paul Martinez

Print Name

Melissa Wright

Print Name

President / CEO

Title

Principle

Title

10/18/22

Date

10/27/2022

Date

School District of Clay County, Florida

School District Director of K-12

David S. Broskie

Signature

Treasure Pickett

Signature

David S. Broskie

Print Name

Treasure Pickett

Print Name

Superintendent of Schools

Clay School District Director of K-12

10/18/22

Date

DRAFT

**MEMORANDUM OF UNDERSTANDING  
KEYSTONE HEIGHTS JR./SR. HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Robyn McInerney Phone: 904-496-0668  
Title: Unit Director / Site Coordinator Email:RobynM@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
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Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Keystone Heights Jr./Sr. High School**

Paul Martin  
Signature

Laurie Burke  
Signature

Paul Martinez  
Print Name

Laurie Burke  
Print Name

President/CEO  
Title

Principal  
Title

10/18/22  
Date

10/27/22  
Date

School District of Clay County, Florida

School District Director of K-12

David J. Broskie

Signature

Treasure Pickett

Signature

David Broskie

Print Name

Treasure Pickett

Print Name

Superintendent of Schools

Clay School District Director of K-12

10/18/20

Date

DRAFT



**MEMORANDUM OF UNDERSTANDING  
MONTCLAIR ELEMENTARY SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

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3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Tamera Rhymes Phone: 904-396-4435  
Title: Unit Director / Site Coordinator Email: TameraR@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.



6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
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**Boys & Girls Clubs of Northeast Florida**

Paul Martin

Signature

Paul Martinez

Print Name

President / CEO

Title

10/18/22

Date

**Montclair Elementary School**

Bill Miller

Signature

Bill Miller

Print Name

Principal

Title

10/18/22

Date

School District of Clay County, Florida

David S. Broskio

Signature

David S. Broskio

Print Name

Superintendent of Schools

10/18/22

Date

School District Director of K-12

Treasure Tice

Signature

Treasure Tice

Print Name

Clay School District Director of K-12

DRAFT

**MEMORANDUM OF UNDERSTANDING  
ORANGE PARK HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local School Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
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3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Latina Brewer Phone: 904-496-0670  
Title: Unit Director / Site Coordinator Email: LatinaB@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
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10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
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**Boys & Girls Clubs of Northeast Florida**

Paul Martinez

Signature

Paul Martinez

Print Name

President / CEO

Title

10/18/22

Date

**Orange Park High School**

Ivin J. Gunder

Signature

Ivin J. Gunder

Print Name

Principal

Title

10/27/22

Date

School District of Clay County, Florida

David S. Brashie

Signature

David Brashie

Print Name

Superintendent of Schools

10/18/20

Date

School District Director of K-12

T. Rickett

Signature

Treasure Rickett

Print Name

Clay School District Director of K-12

DRAFT



**MEMORANDUM OF UNDERSTANDING  
ORANGE PARK JUNIOR HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Katrina Rogers

Phone: 904-496-0910

Title: Unit Director / Site Coordinator

Email: KatrinaR@BGCNF.org



5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including but not limited to, employees such as teachers, guidance counselors,

parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Orange Park Junior High School**

Paul Martinez

Signature

Tania L. Auguste

Signature

Paul Martinez

Print Name

Tania L. Auguste

Print Name

President/CEO

Title

Principal

Title

10/18/22

Date

10-24-2022

Date

School District of Clay County, Florida

School District Director of K-12

David S. Brink

T. Fickett

Signature

Signature

David Brink

Treasure Fickett

Print Name

Print Name

Superintendent of Schools

Clay School District Director of K-12

10/18/22

Date

DRAFT

**MEMORANDUM OF UNDERSTANDING  
WILKINSON JUNIOR HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

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3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Rachel Barnes Phone:  
Title: Unit Director/Site Coordinator Email: RachelB@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

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12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Willkinson Junior High School**

Paul Martinez

Signature

Nick Warnette

Signature

Paul Martinez

Print Name

Nick Warnette

Print Name

President/CEO

Title

Principal

Title

10/18/22

Date

10/27/22

Date

School District of Clay County, Florida

David S. Broskie

Signature

David S. Broskie

Print Name

Superintendent of Schools

10/18/22

Date

School District Director of K-12

Treasure Pickett

Signature

Treasure Pickett

Print Name

Clay School District Director of K-12

DRAFT



# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4

**IMPORTANT**

**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.  
Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)  
The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:  
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.  
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



**SHARING SECURITY AND PRIVACY AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AND  
BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**

This Data Sharing Security and Privacy Agreement ("Agreement") is made by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("CCDS"), and **BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**, a Florida not for profit corporation, located at 10 S Newnan Street, 2<sup>nd</sup> Floor, Jacksonville, Florida, 32202, ("BGC"). CCDS and BGC may be referred to herein as "Party."

**RECITALS**

WHEREAS, on or about August 1, 2022, CCDS and BGC entered into a Memorandum of Understanding regarding the establishment and operation of a 21<sup>st</sup> Community Learning Center Program Boys & Girls Club. CCDS has seven (7) BGC programs known as Clay High School, Grove Park Elementary School, Montclair Elementary School, Orange Park High School, Orange Park Jr. High School, Keystone Heights Junior/Senior High School and Wilkinson Junior High School in Clay County, Florida;

WHEREAS, pursuant to the Memorandum of Understanding, BGC provides student supports including a range of academic support programs, and family and community engagement services, while participating in a collaborative leadership along with fellow core partners within the Boys & Girls Clubs of Northeast Florida network;

WHEREAS, CCDS and BGC have a common desire to share data in order to evaluate the efficacy of the 21<sup>st</sup> Community Learning Center Program school as an effective educational delivery mode.

NOW, THEREFORE, the Parties agree, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), set forth in 20 U.S.C. §12329, and its regulations at Part 99 of Title 34 of the Code of Federal Regulations ("CFR"), as amended, as follows:

**1. TERM AND TERMINATION**

1.1 Any Party may terminate its participation in this Agreement with or without cause. A Notice of Termination shall be provided to the other Party at least sixty (60) days prior to the effective date of termination.

1.2 CCDS may terminate this Agreement immediately due to negligence, abuse of confidentiality restrictions, or any material violation of this Agreement by BGC. BGC may terminate this Agreement immediately due to any material violation of this Agreement by CCDS.

## **2. COMPENSATION**

There is no monetary compensation set forth under this Agreement. The Parties will each bear their own costs and expenses relating to execution of their respective obligations and responsibilities as set forth in this Agreement.

## **3. DEFINITIONS AND ABBREVIATIONS**

3.1 "Confidential Information" means any information disclosed by one Party to the other during the course of this Agreement, which is not generally known to the public in the form provided, and shall include PII (as defined herein).

3.2 "Disclose," "disclosure," or "re-disclosure" means to permit access to or the release, transfer, or other communication of PII (as defined herein) contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. See 34 CFR §99.3.

3.3 "Education records" means records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. See 34 CFR §99.3.

3.4 "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. §12329, and its implementing regulations enacted at 34 CFR §99, and Sections 1001.41 and 1002.22, *Florida Statutes*, as they relate to the release of student information.

3.5 "Personally Identifiable Information" ("PII") has the same meaning as under FERPA at 34 CFR § 99.3.

## **4. PURPOSE OF THE DISCLOSURE**

4.1 BGC uses data in partnership with CCDS in the legitimate educational interest of students to improve instruction and administer student aid programs by reviewing student-level data to identify which students need supports, to determine what supports are needed and to initiate or modify those supports in response to data, aligning with the requirements listed in 34 C.F.R.

§99.31 of the Family Educational Rights and Privacy Act (FERPA). BGC shall administer the "Efforts to Outcomes" database for the collection of services and outcomes for students within CCDS community partnership schools in order to continually improve student services which meaningfully contribute to student success.

4.2 For purposes of this Agreement, BGC shall function as an agent of the CCDS only with regard to accessing and maintaining pupil record information necessary for BGC's

performance. BGC agrees to the following conditions, as required by 20 U.S.C. §12329 and 34 C.F.R. §99.31(FERPA): (1) BGC is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (2) BGC is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

4.3 BGC shall comply with all requirements of 34 C.F.R. §99.31(a)(6). BGC shall conduct its analysis in a manner that does not permit personal identification of parents and students by anyone other than representatives of BGC authorized by this Agreement who have a legitimate educational interest in the information for purposes of this Agreement. For the purposes of auditing or evaluating BGC's federal or state supported program, BGC Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

## **5. JOINT OBLIGATIONS OF THE PARTIES**

5.1 CCDS and BGC shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any Party to this Agreement to maintain, use, disclose, redisclose or share PII in a manner not allowed by federal law, regulation, or this Agreement.

5.2 CCDS and BGC shall each identify at least one point of contact/data custodian from their respective organizations who shall be responsible for processing and responding to data requests and general inquiries from the other Party. Upon signing of this Agreement, both Parties will exchange in writing the name, mailing address, email address, and telephone number of their point of contact/data custodian, which must be updated from time to time, as applicable.

5.3 BGC point of contact:

Lendward Griffin (LendwardG@BGCNF.org)  
Sr. Director of 21<sup>st</sup> Century Clubs  
Contact Number: 904.913.8100  
Address: 10 S Newnan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202

CCDS point of contact:

\_\_\_\_\_  
\_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **6. RESPONSIBILITIES OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (CCDS)**

CCDS will share the requested data with BGC, but only for purposes of BGC conducting the analysis as described in Section 4 of this Agreement. CCDS will disclose/ redisclose only those specific data elements required to complete the analysis. Data will be disclosed to BGC through the CCDS Point of Contact identified in Section 5.

6.1 CCDS acknowledges that it must comply with the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h). CCDS is solely responsible for ensuring that any survey, analysis, or evaluation provided to its students as part of the analysis defined in Section 4 of this Agreement does not ask students to respond in any manner that reveals information concerning: (1) political affiliations or beliefs of the student or the student's family; (2) mental or psychological problems of the student or the student's family; (3) sex behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of other individuals with whom respondents have close family relationships; (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers; (7) religious practices, affiliations, or beliefs of the student or student's parent; or (8) income.

6.2 As part of this Agreement, CCDS will, transmit the following data to BGC if the data exists as a record in the CCDS Student Information System:

Identifiable, student-level information for BGC in the schools it will serve Florida  
Student ID: (New Enrollment to Program)  
Basic demographic data including:  
    Date of Birth  
    Race Ethnicity  
    Assigned Grade  
Enrollment Data, including disenrollment date and reason.  
Name of School, prior level school to enrollment if known or applicable  
Reading, Science, and Math Grade levels; Q1, Q2, Q3 and Q4  
Economic Status  
ELL, ESE  
Standardized test scores (FSA, PSAT, SAT, ACT, EOC); Q4  
Algebra EOC: Q4  
Geometry EOC; Q4  
Clay Standard Assessments, Achieve 3000, Pre-Post, IREADY  
Self-report survey data related to adolescent risk behavior (e.g., such as those collected on the CDC Youth Risk Behavior Survey)  
Total number of instructional days  
Teacher and staff incident reports of violence indicators.  
Behavior Referrals and Incident Reports - Monthly

Daily attendance; Q1, Q2, Q3 and Q4

Data regarding the number of students who are eligible for free or reduced priced meals

## **7. RESPONSIBILITIES OF BGC**

7.1 BGC agrees to use PII shared under this Agreement for no purpose other than to conduct the analysis described in Section 4 of this Agreement. CCDS approval to utilize PII from education records pursuant to Section 4 of this Agreement does not confer approval to use it for any other purpose.

7.2 BGC agrees to only share or redisclose PII received under this Agreement with The Florida Department of Education's EZReports Afterschool Management Software. BGC agrees to not share or redisclose PII any other individual, institution, organization, entity, or government without the prior written approval of CCDS, except as permitted by this Agreement or by FERPA (e.g., upon obtaining prior consent of the parent or eligible student), or as required by a valid subpoena, court order, or administrative directive. BGC is not prohibited from sharing aggregate or deidentified student data if BGC follows appropriate disclosure avoidance policies.

7.3 BGC agrees to maintain PII obtained pursuant to this Agreement separate from all other data files that possesses and not to copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to complete the analysis described in Section 4 of this Agreement, or as necessary for established data management and backup processes. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type, including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data.

7.4 The ability to access or maintain PII under this Agreement will not under any circumstances transfer from BGC or be assigned by BGC to any other individual, institution, organization, government, or entity, except as permitted by this Agreement or upon obtaining prior written consent of the parent or eligible student.

7.5 Under no circumstance shall BGC become an owner, proprietor, or custodian of any PII provided by CCDS under this Agreement. BGC may not publish the results of its analysis or other outcomes stemming from work performed under this Agreement in a way that identifies CCDS, individual students or their parents, either directly or indirectly, absent their prior written consent.

7.6 BGC agrees to establish procedures and systems to process, store, and/or transmit PII under this Agreement in a secure manner that prevents unauthorized disclosure of the PII, including the interception, diversion, duplication, or other unauthorized access to said PII.

7.7 BGC will permit CCDS to review all procedures set established pursuant to subsection 7.6 of this Agreement, will provide written assurances to CCDS, regarding the use of PII transmitted under this Agreement to ensure that CCDS has appropriate policies and

procedures in place to protect the PII and to enable CCDS to confirm that BGC disclosure of PII is authorized by this Agreement.

7.8 In accordance with section 6.2, any survey, analysis, or evaluation provided to students as part of the analysis defined in Section 4 of this Agreement must be approved by the Point of Contact defined in section 5 prior to utilization.

## **8. DATA SECURITY**

BGC agrees to protect and maintain PII with security measures that include maintaining secure environments that are properly patched and up to date with all appropriate security updates implemented on a reasonably timely basis as designated by a relevant authority, including but not limited to, Microsoft notifications. Likewise, BGC agrees to conform to the following measures to protect and secure PII:

8.1 Data Transmission, Storage, Backup, and Recovery. BGC agrees that any and all transmission or exchange of system application data with CCDS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent. BGC agrees that any and all CCDS data will be stored, processed, and maintained solely on designated servers and that no CCDS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of BGC's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of service shall be contained within the states, districts, and territories of the United States, unless specifically agreed to in writing by a CCDS officer with designated data, security or signature authority. BGC agrees to store all CCDS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

8.2 Data Re-Use. BGC agrees that any and all PII disclosed under this Agreement shall be used expressly and solely for the purposes enumerated herein. PII shall not be distributed, repurposed, or shared across other applications, environments, or business units of BGC except as permitted in this Agreement. As required by Federal law, BGC agrees that no PII shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except as permitted by this Agreement, by the FERPA permitted disclosures set forth at 34 CFR §§ 99.31(a)(1), 99.31(a)(6), and 99.31(a)(12), or on a case-by-case basis as specifically agreed to in writing by a CCDS officer with designated data, security, or signature authority.

8.3 End of Agreement Data Handling. BGC agrees that, upon termination of this Agreement, it shall return all PII to CCDS in a useable electronic form, and erase, destroy, and render unreadable all PII stored on BGC computers, servers, information storage/retrieval devices and systems of any kind or nature whatsoever, in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days after the termination of this Agreement or within seven (7) days after the request of an agent of CCDS, whichever shall come first. Notwithstanding the foregoing, BGC shall be permitted to retain an archival copy of the PII solely for purposes of satisfying the data retention requirements of third-party publishers of reports

or other articles in connection with the analysis defined in Section 4 of this Agreement, or as may be required by law.

8.4 Data Breach. BGC agrees to comply with Florida Statutes §501.171 and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification by law. In the event of a material breach of any of BGC's security obligations under this Agreement or other event requiring notification under applicable law ("Notification Event"). BGC agrees to notify CCDS promptly and to provide reasonable assistance to CCDS to inform individuals if required by applicable law, and to indemnify, hold harmless, and defend CCDS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

8.5 Mandatory Disclosure of PII. If BGC becomes compelled by law or regulation (including securities laws), or subpoena, court order, or other administrative directive to disclose any PII related to CCDS students, BGC will provide CCDS with prompt written notice, to the extent permitted by law, so that CCDS may seek an appropriate protective order or other remedy. If a remedy acceptable to CCDS is not obtained by the date that BGC must comply with the request, BGC will furnish only that portion of the PII that it is legally required to furnish, and BGC shall require any recipient of the PII to exercise commercially reasonable efforts to keep the PII confidential, to the extent permitted by law.

8.6 Remedies for Disclosure of Confidential Information. The Parties acknowledge that unauthorized disclosure or use of PII or other confidential education records may irreparably damage CCDS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any PII or education records shall give CCDS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). BGC hereby waives the posting of a bond with respect to any action for injunctive relief. BGC further grants CCDS the right, but not the obligation, to enforce these provisions in BGC's name against any of BGC's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

## **9. GOVERNING LAW AND REMEDIES**

9.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of the Agreement will have its venue in the courts of the State of Florida located in Clay County and the Agreement will be interpreted according to the laws of Florida and/or federal law where appropriate. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to

recover court costs, and expenses recognized as taxable court costs pursuant to Florida Statutes and/or The Florida Rules of Civil Procedure (including fees, costs, and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

## **10. INDEPENDENT CONTRACTOR RELATIONSHIP**

10.1 BGC is, and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of CCDS. All persons engaged in the analysis pursuant to Section 4 of this Agreement shall at all times, and in all places, be subject to BGC's sole direction, supervision, and control. BGC shall exercise control over the means and manner in which it and its employees perform pursuant to this Agreement, and in all respects BGC's relationship and the relationship of its employees to CCDS shall be that of an independent contractor and not as employees or agents of CCDS. BGC does not have the power or authority to bind CCDS in any promise, agreement, or representation.

10.2 Nothing contained herein, other than the limited "agency" language in subsection 4.2 of this Agreement, shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

## **11. INSURANCE**

At its sole expense, during the term of this Agreement BGC shall maintain General and Professional Liability insurance for any and all claims as a result of an action, lack of action, error, or omission by BGC, its employees, agents, or subcontractors in an amount not less than One Million Dollars (\$1,000,000) per claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.

## **12. INDEMNIFICATION**

12.1 Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification subsection shall not operate to release any party from liability for their own negligence or the negligence of their officers, agents or employees or the duty to indemnify another party from said negligence.

12.2 Nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the CCDS's liability beyond that which is set forth in section 768.28, Florida Statutes. Nor shall any such language be construed or interpreted to waive the CCDS's sovereign immunity from suit, or to require the CCDS to indemnify BGC 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 CCSS or its employees. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

### **13. SUCCESSORS AND ASSIGNS**

Neither CCDS nor BGC shall assign, sublet, convey, or transfer its interest in this Agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than CCDS and BGC.

### **14. NON-EXCLUSIVE AGREEMENT**

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

### **15. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### **16. ENTIRETY OF AGREEMENT**

CCDS and BGC agree that this Agreement, and any documents made a part thereof, set forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

### **17. NON-WAIVER**

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

### **18. FORCE MAJEURE**

Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, Acts of God, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

## **19. CONSTRUCTION OF AGREEMENT**

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

## **20. TERM, TERMINATION AND EXTENSION OF AGREEMENT**

This Agreement shall be for a term of two (2) years, commencing on the date on which the last signature is affixed. Upon written agreement of the parties, executed at least thirty (30) days prior to expiration, the Agreement may be extended three times for periods of one (1) year each. The maximum term of this Agreement shall be five (5) years, including the original term and the one year extensions, after which the Agreement must be reviewed for currency and re-executed. Either party may terminate this Agreement immediately for cause in the event that the other party acts in violation of any state or federal law, regulation or rule, including but not limited to FERPA, or willfully or negligently abuses the confidentiality restrictions of this Agreement or is in material violation of any term of this Agreement. Either party shall have the absolute right to terminate this agreement with or without cause with sixty (60) days' prior written notice to the other party. However, any unilateral termination of this Agreement by a party shall be effective only at the end of the specific academic period during which the written notice was given if the notice is given more than sixty (60) days from the end of the academic period

## **21. NOTICE**

All correspondence, formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

Name: John Steinmetz and/or Jeremiah Blocker  
Title: Attorney for the School Board of Clay County, Florida  
Address: 900 Walnut Street  
Green Cove Springs, Florida 32043  
Email: schoolboardattorney@myoneclay.net  
Phone: 904-336-6507

Name: Mr. Lendward Griffin  
Title: Sr. Director of 21<sup>st</sup> Century Clubs  
Boys & Girls Clubs of Northeast Florida  
Address: 10 S Newnan Street  
Jacksonville, Florida 32203  
Email: [LendwardG@BGCNE.org](mailto:LendwardG@BGCNE.org)  
Phone: 904.913.8100

IN WITNESS WHEREOF, the undersigned, in their representative capacities, acknowledge that they have read this Agreement in full and have had an opportunity to review it; that they understand and agree to each of the foregoing provisions; and that they are duly authorized to sign the Agreement and have executed this Agreement on the dates written below.

**BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

\_\_\_\_\_  
Printed Name: Ashley Gilhousen

Title: Board Chair

Date: \_\_\_\_\_

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **220123**  
Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: **4/22/22**  
Name of Contract Initiator: **Treasure Pickett** Telephone #: **904-336-6918**  
School/Dept Submitting Contract: **Academic Services** Cost Center # **9007**  
Vendor Name: **Boys + Girls Club of Northeast Florida**  
Contract Title: **Agreement between SBAO + Boys + Girls Club NE Florida**  
Contract Type: ☒ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #  
Contract Term: **4 years** Renewal Option(s):  
Contract Cost: **\$0**

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- \_\_\_\_ Completed Contract Review Form
- \_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- \_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract)\*
- \*This Statement MUST BE included in the body of the Contract:
- \*The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.\*
- \_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.  
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.  
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).  
Workers' Compensation = \$100,000 Minimum  
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
- \_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/boc/exempt/>) (if Applicable)
- \_\_\_\_ COVID-19 Waiver (if Applicable)
- \_\_\_\_ Release and Hold Harmless (if Applicable)

RECEIVED  
APR 25 2022  
PURCHASING

RECEIVED  
4/27/2022  
SBAO

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <b>B78</b>	<b>No Purchasing Requirements</b>
Review Date <b>4/24/22</b>	<b>See concerns in Red so defer to Mr. Bickner + Mr. Caren + Dr. Legutko</b>
School Board Attorney <b>JP</b>	<b>Defer to Mr. Bickner</b>
Review Date <b>4/18/22</b>	<b>Bickner changes in Blue - all are approved by Bickner, Purchasing.</b>
Other Dept. as Necessary	<b>Defer to Mr. Caren (IT Department)</b>
Review Date	<b>Defer to Dr. Legutko (Budget) (emailed 4/26)</b>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<b>5/19/22 Dated Document</b> <b>APPROVED</b> DATE: <b>5/19/2022</b>





## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Boys & Girls Clubs of Northeast Florida (BGCNF) (hereinafter referred to as "CONTRACTOR"), whose principal place of business is Physical Address: 10 South Newnan Stree, 2nd Floor, Jacksonville, FL 32202  
Mailing Address: P.O. Box #2059, Jacksonville, FL 32203.2059

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide after school services to the Schools listed in Attachment A-1.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, 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: 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 by and listed in Attachment A, 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 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 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) Vendors/Consultants 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](mailto:PRR@myoneclay.net)

25. Government Funding: 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 Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations 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, 4.

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.

\*\*\*\*\*

**In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.**

SBCC'S Representative with CONTRACTOR is: Treasure Pickett  
School/Department Name: Academic Services  
Mailing Address: 28 S. Green St, Green Cove Springs, FL  
Phone #: 904-336-6918 Email Address: treasure.pickett@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

By: Mary S. Bolla

Print Name: Mary S. Bolla

Title: Board Chair

Date: 6/2/22

**CONTRACTOR**

By: Paul Martinez

Print Name: Paul Martinez

Title: President & CEO

Date: April 19, 2022

**Attachment A**

**SCOPE OF SERVICES AND/OR PRODUCTS**

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

See Attachment A-1

Boys/Girls Club of Northeast Florida will pay the fixed fee/flat rate amount set forth in paragraph number 3 to the participating schools no later than the last day of the first month of each term/semester each year. This amount is \$1,000.00 per school per term/semester, which terms/semesters are defined as "fall", "spring" and "summer." There are seven (7) proposed sites, multiplied by a total of \$3,000 per site, multiplied by four (4) years, equaling a total contract commitment by the Contractor in the amount of \$84,000.00. \*\*\*\*\*

\*\*\*\*\*

2. **Term:**

The award of the BGCNF 21st

CCLC 2022-23 contract,

Mid-summer 2022 and continue until

The term of this Agreement shall commence on

July 31, 2026, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ 3,000 per school served annually for a total of 4 years (7 X \$3,000 X 4 years = \$84,000.00) Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation paid by Contractor to SBCC under this agreement shall not exceed \$120,000 over 4 years.

## NOTIFICATION DOCUMENT

### ***Waiver Requires Signature At Time Of Entrance On SBCC Property***

**Masks are Highly Encouraged and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, Employees not drawing District pay at the time they are on campus, or others 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: Boys & Girls Clubs of Northeast Florida

Signature of Authorized Representative: Paul Martinez

Printed Name of Authorized Representative: Paul Martinez

Title of Authorized Representative: President & CEO

Date: April 19, 2022



## 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.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(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.

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## **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.

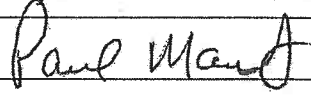
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## **RECOVERED MATERIALS**

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: Boys & Girls Clubs of Northeast Florida

Signature of Authorized Representative: 

Print Name of Authorized Representative: Paul Martinez

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: Boys & Girls Clubs of Northeast Florida

Paul Martinez

Printed Name

Signature: Paul Martinez

President & CEO

Title of Authorized Representative

Date: April 19, 2022



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:** Boys & Girls Clubs of Northeast Florida

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Paul Martinez  
(Printed Name)

President & CEO  
(Title)

Paul Martinez  
(Signature)

April 19, 2022  
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

My name is (*INSERT NAME* Paul Martinez). 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.

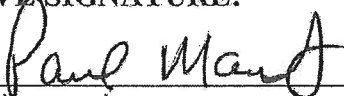
- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent 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* Boys & Girls Clubs of Northeast Florida) 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* Boys & Girls Clubs of Northeast Florida) 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:** Boys & Girls Clubs of Northeast Florida

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Paul Martinez  
(Printed Name)

  
(Signature)

President & CEO  
(Title)

April 19, 2022  
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Paul Manti  
Signature

Boys & Girls Clubs of Northeast Florida  
Company Name



ATTACHMENT A-1

**Final List of Clay County District Schools**  
BGCNF's 2022-2023 21<sup>st</sup> CCLC Grant Application  
5.18.22

Clay County District Schools	
1	<b>Clay High School</b> 2025 Fl-16, Green Cove Springs, FL 32043-8526 (904) 336-7175
2	<b>Grove Park Elementary School</b> 1643 Miller St, Orange Park, FL 32073 <a href="tel:(904)336-1275">(904) 336-1275</a>
3	<b>Keystone Heights Jr/Sr High School</b> 900 Orchid Ave, Keystone Heights, FL 32656 <a href="tel:(352)473-2761">(352) 473-2761</a>
4	<b>Montclair Elementary School</b> 2398 Moody Ave, Orange Park, FL 32073 <a href="tel:(904)336-1975">(904) 336-1975</a>
5	<b>Orange Park Jr High School</b> 1500 Gano Ave, Orange Park, FL 32073-4506 (904) 336-5975
6	<b>Orange Park High School</b> 2300 Kingsley Ave, Orange Park, FL 32073-5125 (904) 336-8675
7	<b>Wilkinson Jr. High School</b> 5025 County Road 218, Middleburg, FL 32068-3553 (904) 336-6175



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

#### Proposed Scope of Work

Boys & Girls Clubs of Northeast Florida (BGCNF) will offer Project STEAM+L (Science Technology Engineering Arts and Math plus Literacy) at designated Clay County School District in Florida in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers grant programming. Designed to complement and enrich school day instruction, the 21<sup>st</sup> Century program serves students at the seven (7) designated schools listed in Attachment A-1, pg. 16 (**FINAL LIST**), afterschool for 2-3 hours as determined by a Memorandum of Understanding ("MOU") with the Clay County School District, the School District Director of K-12 and the individual school principals, as referred to on page 22 of 23 under the subheading of Facilities.

Our Club and services are fully open to all children in each designated school. BGCNF offers programming to serve adult-family members of all students served. Elementary, Middle and High Schools receive academic support, meals and snacks and personal enrichment activities weekly. Student Ratios: Academic / Certified Teachers minimum of 15:1 and Enrichment / Non-Academic minimum of 25:1.

#### Community Notice

Boys & Girls Clubs of Northeast Florida will post a Public Notice in our "What We Do – 21<sup>st</sup> CCLC" section of our website by mid-April to provide information about our intent to apply for this grant <http://www.bgcnf.org/21stcentury/>. A notice will also be posted at the administrative office.

#### Needs Assessments

BGCNF will work with each school to collect Parent/Student and Teacher survey data. Survey links and hard copies will be given to each principal and their teams to ensure that a minimum of 20% of the total of each group are surveyed. Surveys will be collected and analyzed. BGCNF's operations team members will make recommendations from the data and write programming into each grant.

**Closing the Gaps:** The programs are designed to address the identified needs: (1) academic remediation/homework help to address student progress; (2) integrated reading and writing activities (literacy) to support ELA academic achievement; (3) STEAM to address science and math deficiencies with a blend of visual arts and photography ("A" in STEAM); (4) physical exercise and education to create healthier students; and (5) adult-family member services.



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

**Community Partners:** Boys & Girls Clubs will work with community partners and stakeholders representing each school to provide support necessary to maintain and sustain programming.

#### **Target Population, Recruitment and Retention**

##### **Target Population**

As part of the 2022-23 21<sup>st</sup> CCLC grant proposal, BGCNF will serve students who meet the priorities for the 21<sup>st</sup> CCLC program. Specifically, our project (unit) director will work with school administration to target students who have received less than satisfactory scores on their end of year exams during the past school year and those who are currently receiving less than a "c" grade and/or those who are in the lowest 25<sup>th</sup> percentile within enrollment.

Research shows that students begin to disengage with formal education as early as the fourth and fifth grades. Students who are disengaged from school are no longer motivated to succeed in school – it is no longer what they see as meaningful or important. Unfortunately, disaffected and disengaged students also influence their peers to disengage – and generally engage with negative activities. Such students are likely to be retained; to fail to earn enough credits; to perform poorly on state assessments; and to fail to graduate on time (America's Promise Alliance, 2017). We have structured our grant and program to service Clay County School District students with Science, Technology, Engineering, Arts, Math and Literacy programming so that we can reach this core group as identified in the needs assessment so that they can not only prosper, but also extend the power of the grant by becoming a positive influence for their peers.

Boys & Girls Clubs of Northeast Florida staff strive to secure an environment to serve children with special needs including those who might be homeless, English language learners, physical, psychological, sensory or learning disabilities, and/or those with attention behavior concerns. BGCNF and our staff work with every individual student so that they are not excluded from the program and are safely accommodated.

##### **Recruitment and Retention**

The recruitment and retention of the most at-risk students and those most in need of 21<sup>st</sup> CCLC services is conducted through established relationships each individual Clay County School as identified in this response. The primary strategies to be used to recruit and retain targeted students for enrollment and to achieve consistent, long-term participation in the 21<sup>st</sup> CCLC program are achieved by involving students, parents and school principals and teachers from the very beginning, including through the development of this application. The recruitment strategy





## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

has the additional benefit of strengthening our ongoing relationship with the school day, meeting the needs not only of students but of teachers and the schools.

#### *Recruitment*

- Reach out to adult-family members of students served at designated Clay County Schools. Follow up with all who provided phone numbers on the needs assessment and ask them to tell their friends and family members about the Club and programs.
- Have staff recruit potential students directly through events, relationships and unique entry points to reach students in the schools.
- Encourage current students to recruit their fellow student friends.
- Create recruitment activities designed to target potential students that align with each school's programming.
- Ask teachers and the principal to give referrals for the program.
- Secure a list of school events and have BGCNF Club staff members attend.

#### *Retention*

Particularly with secondary students, we acknowledge that 21<sup>st</sup> CCLC activities must be extremely compelling to not only attract but retain such students. Students have many options and our intent – and a strong suit of BGCNF – is to incite students to continue to choose our programs. We:

- Poll students to secure feedback and preferences for enrichment.
- Create excitement around the STEAM+L programming to engage students.
- Communicate with parents to follow-up student absences of more than two days in the 21<sup>st</sup> CCLC program, including helping parents to solve attendance barriers.
- Routinely share information about the 21<sup>st</sup> CCLC programs to parents as they pick up their children and integrate information to keep their children engaged as part of our adult-family member program activities.
- The Club Project (Unit) Director and assigned teachers regularly collaborate with the schools to be certain that academic learning objectives and materials are shared.
- Work directly with school administration in time of need to retain a student.
- Staff ensure that support is given to students with different learning styles.

#### **Program Evaluation**



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

Evaluation is a critical component of Project STEAM+L programming. Boys & Girls Clubs of Northeast Florida (BGCNF) values the opportunity to learn from an objective perspective and is committed to making mid-course corrections where data show that the program is not performing optimally for students or for their families. BGCNF finance, operations and development/grants administration staff meet weekly to discuss process improvements based on data. Our team understands the important role of evaluating our 21<sup>st</sup> CCLC programs and we are prepared to make adjustments based on data outcomes.

#### Approved Program Activities

Project Celebration STEAM+L engages students in the Science, Technology, Engineering, Arts (Visual & Photography), Math and Literacy areas. STEM and STEAM have become popular vehicles for youth activities. We view them as the organizing framework for a variety of activities to challenge, captivate, and motivate students. We have added literacy to specifically acknowledge that literacy is the building block for students' current and future success. Without

#### Boys & Girls Clubs Experience and Capacity

BGCNF staff has experience with managing federal grants with FDOE 21<sup>st</sup> CCLC, HUD – Community Development Block Grants, USDA food and FDOH grants and numerous other city and foundation grants.

Upon receipt of monitoring and audit activities, BGCNF finance, operations and grants administration staff collaborate weekly through meetings and discussions to effectively evaluate, monitor and adjust programs, train staff, and make necessary improvements. BGCNF effectively manages six (6) 21<sup>st</sup> CCLC Grants and 32 Kids Hope Alliance Grants serving over 5,000 students daily and nearly 10,000 annually. At least 10 staff members have engaged in 21<sup>st</sup> CCLC training and development activities. We are prepared and excited about this opportunity to serve more students in our afterschool programs.

Surveys, questionnaires, among other informative data-based assessment tools are issued to the program participants. Staff reviews the data and makes adjustment to programming as needed to enhance student outcomes. Our on-going relationship with the school administration to review the goals of the school improvement plans monthly is critically important to implementing program changes to drive student grade improvements.





## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

Organizational background: Boys & Girls Clubs of Northeast Florida (BGCNF) is a member of Boys & Girls Clubs of America – the United States' most effective youth development organization. BGCA has been ranked as the top national, youth serving organization, according to the Chronicle of Philanthropy's Top 400 list of philanthropies for the past 18 years. BGCNF works to help young people of all backgrounds develop the qualities they need to gain skills, experience positive peer influence and improve their academic success. For over 55 years, BGCNF has provided quality afterschool programming to our community's disadvantaged youth. BGCNF has demonstrated its capacity to operate afterschool services since the Laurence F. Lee Boys & Girls Club opened in May 1966. The agency currently operates 35 Clubs in Duval County; one (1) Club in St. Johns County, and two (2) Clubs in Alachua County - each strategically placed to serve over nearly 10,000 at-risk youth every year. To accomplish its mission in the community, BGCNF utilizes 400+ employees, 200 volunteers, a Board of Governors and an annual revenue of \$14+ million. BGCNF has successfully applied for, received and administered many federal, state and city grant awards each year for over fifteen years.

BGCNF is financially managed by a Board of Governors and administered by the President and the Vice President of Operations and Vice President of Programming. The agency is fiscally sound and has received single audits with no significant findings for the past several years.

#### Staffing & Professional Development

**Staffing** - The administrative staff at our Boys & Girls Clubs are trained and extremely experienced in leading, managing and delivering programs serving youth. Our Directors of Grant Administration – Programming oversees the sites and trains staff to run and fully execute all 21<sup>st</sup> CCLC program requirements. Our Program (Unit) Director (PD) is responsible for managing and implementing the educational program and budget described in the approved application to ensure that the agency meets its responsibilities to the FDOE under the grant agreement in a timely manner, including monitoring of programs goals, objectives, and activities. The PD provides leadership and planning necessary to provide high quality 21st CCLC programming for students and families for 21st CCLC. The PD ensures communication between the 21st CCLC sites, teachers, principals, community partners, advisory committee and support staff; and facilitate all staff trainings. In addition, our Clubs employ certified teachers who collaborate and complement academic learning with their schools; Youth Development Specialists who oversee all project-based learning activities; a family program coordinator; and a program specialist who



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

oversees data collection and programming. All team members receive training to meet the objectives of the RFP

**Professional Development** - All 21<sup>st</sup> CCCL teachers, program instructors, and other 21<sup>st</sup> CCLC staff are trained on elements of the grant including the funding priorities and provisions of academic, project-based and experiential learning methods and activities in culturally appropriate ways. Staff gain a sound understanding of the program design, need, and effective teaching methodology of the 21<sup>st</sup> CCLC program, and the measurable objectives and activities to be offered to our students and their adult-family members to ensure that the offerings address community needs. Weekly staff meetings are held that include a training element. Monthly agency-wide training programs occur to keep staff aligned with the goals and objectives of the grant and to enhance student experiences and outcomes via our programs.

#### Facilities – Clay County School District

Boys & Girls Clubs of Northeast Florida will work with each school to determine the space required to appropriately run the 21<sup>st</sup> CCLC programs to include, but not limited to: Classrooms, Activity Rooms, Gyms, Outdoor recreational areas, and/or Multipurpose Rooms. The list of on-site facilities to be utilized by the Contractor will be discussed and agreed upon in writing via a Memorandum of Understanding ("MOU") with the Clay County School District, the School District Director of K-12 and the individual school principals. The above referenced MOU must be submitted to purchasing and the office of the School Board Attorney for contract review.

#### Safety and Student Transportation

BGCNF takes the safety and security of the youth we serve very seriously. Our 21<sup>st</sup> CCLC program staff undergo a FDLE Level II screening and meet all the certification requirements and possess the necessary licenses as required by BGCNF, DCPS and 21<sup>st</sup> CCLC. BGCNF conducts random drug tests and background checks are conducted annually after hire. Staff undergoes screening as required by the Jessica Lunsford Act. BGCNF adheres to all district safety and hiring regulations.

Safety procedures/onsite: To enroll students at the 21<sup>st</sup> CCLC a parent or guardian must fill out a detailed membership form with contact medical, employment, demographic and socioeconomic information. Students sign themselves in and out each day, which provides the monthly attendance records, as needed. Adult-family members are encouraged to pick up their children



## ATTACHMENT A-1

### Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



#### Clay County School District

from the club each day. Should a parent or guardian not be available to pick their child up at the end of the day, we require that the parent sign a release form and provide an authorized list of individuals for pick-up with proof of identity. BGCNF has a detailed Parent Handbook which includes safe practices and expectations. Our Clubs and teams are compliant with CPR, First Aid, and ongoing in-house and other trainings. BGCNF's safety manual and guidelines addresses a myriad of other safety issues. BGCNF will collaborate with each Clay County School to determine transportation needs to serve the students in the after school and summer programs.

#### **Collaboration and Sustainability**

##### ***Collaboration***

Our on-going school collaboration includes the sharing of student data, including report card grades, standardized test scores, attendance and behavior records. And, BGCNF hires certified teachers from each school to provide continuity with the school day including before school and afterschool programs. Throughout the school year, our project (unit) director, teachers and school administration meet to discuss student performance and identify areas to further engage in academic enrichment and to evaluate continued alignment with the school improvement plans.

##### ***Sustainability***

One of the main purposes of this funding is to create an innovative program that is both high-quality and sustainable after the end of federal funding. We understand that the 21<sup>st</sup> CCLC grant is designed to front-load key programming expenditures to allow for successful continuation in those years federal funding is no longer available. BGCNF Board of Governors and our partners are deeply committed to the success of this program at each designated Clay County School.

Fundraising at all levels include: Annual Capital Campaigns, Jacksonville event fundraisers, board donations, corporate outreach and grants. We proactively pursue any and all available sources of private and public financial support for our effort to sustain Boys & Girls Clubs within the Clay County School District.

## Data-Sharing and Usage Agreement Clay County District Schools

This agreement establishes the terms and conditions under which the Clay County District Schools can acquire, share, and use data. Either party may be a provider of data to the other party or be a recipient of data from the other. The purpose of this agreement is to provide for the Parties' sharing of certain respective Student Data from student education records, pursuant to s. 34 CFR 99.31(a)(6) and s. 1002.221, Florida Statutes, in order that the District and Data Recipient may improve the advancement of achievement throughout Clay County.

1. The confidentiality of data pertaining to individuals will be protected as follows:

- A. The data recipient will not release the names or addresses of individuals or information that could be deemed as personally identifiable information of an individual, nor will the recipient present the results of data analysis (including but not limited to graphics or maps) in any manner that would reveal an individual's personally identifiable information.
- B. Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.
- C. Both parties agree that personally identifiable information (PII) will be as defined in Florida State Statute 501.171.
- D. Both parties agree to follow Florida's public records laws and laws relating to records retention located in Florida State Statute chapter 119 and Florida's General Records Schedule GS1-SL.

2. Any use, disclosure, or re-disclosure of the confidential information provided by each Party to the other Party not expressly permitted by this agreement is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any information provided pursuant to this agreement. Notwithstanding the terms, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing Party must provide the other Party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

3. The data recipient will not release data to a third party without prior approval in writing from the data provider.

4. The data recipient will not share, publish, or otherwise release any findings or conclusions derived from the analysis of data obtained from the data provider without prior written approval from the data provider.

5. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the "Contract/agreement" with the "Data Recipient".

6. All data transferred to Clay County District Schools shall remain the property of the "vendor" and shall be destroyed or returned to the "vendor" within sixty (60) days upon termination of the contract/agreement. The district shall send written notice to the other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.

7. All data transferred from Clay County District Schools shall remain the property of the school district and shall be destroyed or returned to the school district within sixty (60) days upon termination of the contract/agreement. The district shall send written notice to the other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.

8. Any third party granted access to data, as permitted under condition #2, above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party to the school district and signed by the school district before data will be released. The primary "vendor" will be responsible for presenting the signed agreement to the district on behalf of the third party.

9. Both parties agree that PII data stored will be encrypted while in transit and rest.

10. Each party agrees to disseminate this agreement to appropriate personnel in each party's agency.

11. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited to

## Data-Sharing and Usage Agreement Clay County District Schools

Sections 1002.22 and 1002.97, Florida Statutes, and Family Educational Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) regarding the sharing of Student Data in student education records and information relevant to the purpose of this agreement.

12. The Parties hereby agree to share electronic Student Data across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student education.

13. The Parties acknowledge that, during the term of this agreement, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect the confidential information received from the other party in a manner that will not permit the personal identification of a child or the parents, including guardians, by persons other than those authorized to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.

14. Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information; it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this agreement.

15. Each Party shall take all steps necessary to safeguard the confidentiality of the data received. Each Party must develop, implement, maintain and use reasonable and appropriate administrative and internal controls, and technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained, used, stored, or transmitted pursuant to this agreement. A review of these controls may be requested by either party to ensure their adequacy and implementation.

- appropriate administrative actions include appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this agreement (including but not limited to, in appropriate circumstances, termination of employment).

16. Neither Party shall possess nor assert any lien or other rights against or to confidential information of the other Party.

17. Each Party agrees to report in writing within three (3) business days to the other Party any use, disclosure, or re-disclosure of confidential information not authorized by this agreement. Such report must identify:

- the nature of the unauthorized use, disclosure, or re-disclosure;
- the data used, disclosed, or re-disclosed;
- the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure;
- what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure;
- what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

18. Data Recipient agrees that the District shall have the right to review, prior to Data Recipient publishing any report or findings related to the Student Data, in order for the District to verify proper techniques are used to avoid any unauthorized disclosure of Student Data.

Company: Boys & Girls Clubs of Northeast Florida

Clay County District Schools

Name: PAUL MARTINEZ

Name: Ethan Caren

Date: 6-14-22

Date: 5/30/22

Signature: Paul Martinez

Signature: Ethan Caren



# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **230028**  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE: **PREVIOUS ONE BOARD 1st**  
**Broskie 1st**  
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: 8/17/2022

Name of Contract Initiator: T. Pickett

Telephone #: 904-336-6918

School/Dept Submitting Contract: Academic Services

Cost Center # 9007

Vendor Name: Boys and Girls Club of Northeast Florida "MOU" for each School in Program per Contract 220123

Contract Title: ~~School Partnership Agreement~~ **Should be "MOU" for Facility Use**

Contract Type: New ☐ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: 0

Renewal Option(s): 0

Contract Cost: 0

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (if not an SBAO Template Contract)\*

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

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

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

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

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

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

Workers' Compensation = \$100,000 Minimum

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

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED  
AUG 17 2022  
PURCHASING

RECEIVED  
8/17/2022  
SBAO

### \*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\*

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <b>BTS</b>	<b>See Questions</b>
Review Date <b>8/17/22</b>	<b>MOU should only address the Facility use at each School.</b>
School Board Attorney <b>JB</b>	<b>Rewritten</b>
Review Date <b>10/18/22</b>	
Other Dept. as Necessary	<b>NOTE: Original MOU submitted not used. MOU's rewritten by B Bickner attached. Signatures Req'd</b>
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> <b>10/18/22</b>

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement (“the Agreement”) with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

- Page 241 of 564

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.



10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Clay High School**

Paul Mart  
Signature

Jun Hatter  
Signature

Paul Martinez  
Print Name

Jun Hatter  
Print Name

President/CEO  
Title

Principal  
Title

10/18/22  
Date

10/18/22  
Date

School District of Clay County, Florida

Paul L. Bohner

Signature

David S. Broskie,

Print Name

Superintendent of Schools

10/18/22

Date

School District Director of K-12

Treasure Pickett

Signature

Treasure Pickett

Print Name

Clay School District Director of K-12

DRAFT

## **MEMORANDUM OF UNDERSTANDING GROVE PARK ELEMENTARY SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Derrionn Anderson Phone: 904-496-0671  
Title: Unit Director / Site Coordinator Email: DerrionnA@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Grove Park Elementary School**

Paul Martinez

Signature

Melissa Wright

Signature

Paul Martinez

Print Name

Melissa Wright

Print Name

President / CEO

Title

Principal

Title

10/18/22

Date

10/27/2022

Date

School District of Clay County, Florida

School District Director of K-12

David S. Broskie

Signature

Treasure Pickett

Signature

David S. Broskie

Print Name

Treasure Pickett

Print Name

Superintendent of Schools

Clay School District Director of K-12

10/18/22

Date

DRAFT



**MEMORANDUM OF UNDERSTANDING  
KEYSTONE HEIGHTS JR./SR. HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Robyn McInerney Phone: 904-496-0668  
Title: Unit Director / Site Coordinator Email:RobynM@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.



10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Keystone Heights Jr./Sr. High School**

Paul Martin  
Signature

Laurie Burke  
Signature

Paul Martinez  
Print Name

Laurie Burke  
Print Name

President/CEO  
Title

Principal  
Title

10/18/22  
Date

10/27/22  
Date

School District of Clay County, Florida

David J. Broskie

Signature

David Broskie

Print Name

Superintendent of Schools

10/18/20

Date

School District Director of K-12

Treasure Pickett

Signature

Treasure Pickett

Print Name

Clay School District Director of K-12

DRAFT

**MEMORANDUM OF UNDERSTANDING  
MONTCLAIR ELEMENTARY SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Tamera Rhymes Phone: 904-396-4435  
Title: Unit Director / Site Coordinator Email: TameraR@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

Paul Martin

Signature

Paul Martinez

Print Name

President / CEO

Title

10/18/22

Date

**Montclair Elementary School**

Bill Miller

Signature

Bill Miller

Print Name

Principal

Title

10/18/22

Date

School District of Clay County, Florida

David S. Broskio

Signature

David S. Broskio

Print Name

Superintendent of Schools

10/18/22

Date

School District Director of K-12

Treasure Tice

Signature

Treasure Tice

Print Name

Clay School District Director of K-12

DRAFT



**MEMORANDUM OF UNDERSTANDING  
ORANGE PARK HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Latina Brewer Phone: 904-496-0670  
Title: Unit Director / Site Coordinator Email: LatinaB@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
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10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

Paul Martinez

Signature

Paul Martinez

Print Name

President / CEO

Title

10/18/22

Date

**Orange Park High School**

Ivin J. Gunder

Signature

Ivin J. Gunder

Print Name

Principal

Title

10/27/22

Date

School District of Clay County, Florida

School District Director of K-12

David S. Brookie

T. Rickett

Signature

Signature

David Brookie

Treasure Rickett

Print Name

Print Name

Superintendent of Schools

Clay School District Director of K-12

10/18/20

Date

DRAFT

**MEMORANDUM OF UNDERSTANDING  
ORANGE PARK JUNIOR HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

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WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

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3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Katrina Rogers

Phone: 904-496-0910

Title: Unit Director / Site Coordinator

Email: KatrinaR@BGCNF.org

5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
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parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
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Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Orange Park Junior High School**

Paul Martinez

Signature

Tania L. Auguste

Signature

Paul Martinez

Print Name

Tania L. Auguste

Print Name

President/CEO

Title

Principal

Title

10/18/22

Date

10-24-2022

Date

School District of Clay County, Florida

School District Director of K-12

David S. Brink

T. Fickett

Signature

Signature

David Brink

Treasure Fickett

Print Name

Print Name

Superintendent of Schools

Clay School District Director of K-12

10/18/22

Date

DRAFT



# MEMORANDUM OF UNDERSTANDING WILKINSON JUNIOR HIGH SCHOOL

This MEMORANDUM OF UNDERSTANDING ("MOU") s entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") grant programming, will offer Project Steam+L programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local Scholl Boards and the BGCNF, and

WHEREAS, on June 2, 2022, The School Board of Clay County, Florida entered into an Independent Contractor Agreement (“the Agreement”) with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated seven (7) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21<sup>st</sup> CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. BGCNF shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:  
Name: Rachel Barnes  
Title: Unit Director/Site Coordinator  
Phone:  
Email: RachelB@BGCNF.org
5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, which resources which may be reasonably defined by agreement between the parties.

6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

<b>In-Kind Contribution</b>	<b>Description of In-Kind Contribution</b>	<b>Dollar Value</b>
Afterschool 110 Students	180 Service Days 110 students / 25 students per service area = 4.4 x \$60 (Classroom rate per half day) = 264 x 180 days - \$47,520.00	\$47,520
Summer 110 Students	28 Service Days 110 students / 25 students per service area = 4.4 x \$120 (Classroom rate per full day) = 528 x 28 days - \$14,784	\$14,784
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
<b>Total Value of In-Kind Contributions</b>		<b>\$ 62,304</b>

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.



10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.

Parties recognize that signing of this agreement is for purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

**Boys & Girls Clubs of Northeast Florida**

**Willkinson Junior High School**

Paul Martinez

Signature

Nick Warnette

Signature

Paul Martinez

Print Name

Nick Warnette

Print Name

President/CEO

Title

Principal

Title

10/18/22

Date

10/27/22

Date

School District of Clay County, Florida

David S. Broskie

Signature

David S. Broskie

Print Name

Superintendent of Schools

10/18/22

Date

School District Director of K-12

Treasure Pickett

Signature

Treasure Pickett

Print Name

Clay School District Director of K-12

DRAFT

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C8 - Approval for new 3-year Florida Virtual School Curriculum Contract for K-12

#### Description

FLVS curriculum is designed for students looking for high-quality education, unparalleled flexibility and support, an academic challenge, and ownership of their education in a safe, distraction-free learning environment. Students have a variety of tuition-free, flexible and full-time options to choose from and can enroll in either one or multiple courses. Students have convenient 24/7 online access to more than 190 courses – including NCAA-approved core, electives, world languages, career and technical education, honors, college prep, and Advanced Placement® – allowing them to study anytime and anywhere. Florida Virtual School (the district and all of our individual schools) are accredited by Cognia and Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI). SACS CASI is an accrediting division of Cognia. Our courses meet all Florida Standards. In addition, our core course curriculum has been approved by the NCAA.

#### Gap Analysis

Clay Virtual Academy offered FLVS virtual instruction to CCDS K-12 students during the 23--24 school year. CVA will not pay upfront for courses, but by course, after the student's grace period has passed.

#### Previous Outcomes

FLVS virtual curriculum was used in the 23-24 school year for all K-12 students. Reports have been generated and shared with stakeholders to assist in the monitoring of student progress.

#### Expected Outcomes

Students will continue to use the FLVS curriculum and will be monitored for progress by teachers, guidance counselors, lab facilitators, office staff, and administration.

Teachers will differentiate instruction by holding live lessons and tutoring sessions.

#### Strategic Plan Goal

Goal: 1.1 Student Success: Strengthen our high-quality instructional system through increased alignment to state standards, with an emphasis on literacy.

Strategy: Utilize the District's Vision for Instruction as the primary instructional framework to ensure high-quality instructional practice, aligned to standards, to meet the needs of all students.

#### Recommendation

That the Clay County School Board approves to continue with the FLVS curriculum for the next 3 years.

#### Contact

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

#### Financial Impact

We will pay curriculum fees (\$45-\$82) per course, per segment, based on students taking an FLVS course with a Clay Virtual teacher. Due to COVID-19, more students are now taking virtual courses. Therefore, we are expecting an increase in cost for the FLVS curriculum over the next couple of years. Estimated total annual cost of the FLVS contract will be \$650,000-\$700,000 per year with an option to renew after the 3rd year. Year 1: \$665,000, Year 2: \$665,000, Year 3: \$665,000.

#### Review Comments

#### Attachments

🔗 [FLVS Contract 240150 2023-2024 Board.pdf](#)

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # **240150**  
Number Assigned by Purchasing Dept.



# **CONTRACT REVIEW**

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO  
NOT PLACE ITEM ON AGENDA UNTIL  
REVIEW IS COMPLETED  
☐ Must Have Board Approval over \$100,000.00

Date Submitted: 3/21/2024

Name of Contract Initiator: Amanda Stilianou

Telephone #: 904-336-9878

School/Dept Submitting Contract: Clay Virtual Academy (CVA)

Cost Center # 7005

Vendor Name: Florida Virtual School Franchise

Contract Title: Florida Virtual School Franchise

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐

Previous Year Contract # 210098

Contract Term: July 1, 2024 through June 30, 2027

Renewal Option(s): Three Year Contract

Contract Cost: \$1,995,000.00

**X BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #100-5100369-7005-0000-0000-0

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):**

**RECEIVED**

By Bertha Staefe at 1:11 pm, Mar 21, 2024

- ☒ 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/botexempt/>) (If Applicable)
- ☐ Release and Hold Harmless (If Applicable)

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	FLDOE approved Program & Course Provider
Review Date <b>REVIEWED</b> By Bertha Staefe at 1:12 pm, Mar 21, 2024	Fix email address on page 17 & the formatting of Appendix A, B, C, D
School Board Attorney JPS	Legally sufficient. Approved after formatting is fixed
Review Date 3/25/24	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<b>APPROVED</b> By Elaine at 7:51 am, Apr 03, 2024



**FLORIDA DISTRICT FRANCHISE AGREEMENT**  
**by and between**  
**FLORIDA VIRTUAL SCHOOL**  
**and**  
**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This Florida District Franchise Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of Clay County, Florida ("District"), collectively referred to hereinafter as the "Parties" or "Party."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above-named School District; and

**WHEREAS**, Section 1002.37(2)(i), Florida Statutes, authorizes FLVS to enter into Franchise Agreements with Florida school districts; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.
- b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose



- duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.
- c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
  - d) "Billable Enrollment" means any student enrollments designated as "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or who achieves twenty percent (20%) completion in any status.
  - e) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
  - f) "Course Fees" means the license fees to be paid by the District to FLVS, which are described in Section 6, "Fees and Payment" and Appendix A –Course List and Fees of this Agreement.
  - g) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
  - h) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
  - i) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
  - j) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

- k) "Learning Management Systems" or "LMS" means the software-based system that must be utilized to access the Licensed Course Content.
- l) "Licensed Course Content" means the courses and course components of the FLVS Course Content in object code format licensed to District hereunder and described in Appendix A of this Agreement and such additional third-party components required as part of the Licensed Course Content.
- m) "Licensed Materials" means the Licensed Course Content, LMS, and Virtual School Administrator.
- n) "Virtual School Administrator (VSA) License" means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

## 2. **LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

## 3. **TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that the pricing and course list is subject to modification at the sole discretion of FLVS prior to the start of each academic school year. FLVS shall provide the updated Appendix A - Course List and Fees of this Agreement on or before April 1 prior to the start of each academic school year.

**District hereby agrees to the Agreement Term selected below:**

     one (1) academic school year term, July 1, 2024 through June 30, 2025

  X   three (3) academic school year terms, July 1, 2024 through June 30, 2027

**4. DISTRICT OBLIGATIONS**

The District shall:

- a) Designate a person or persons who shall serve as point(s) of contact as follows:
  - i) District level leader; ii) District virtual school (franchise) leader; and iii) Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program. The District level leader and District virtual school (franchise) leader shall be listed in Section 40, "Notice" of this Agreement.
- b) Adhere to all branding policies as outlined in the FLVS Branding and Media Policy in Appendix D of this Agreement.
- c) Use the FLVS Learning Management System and Student Information System for students enrolled in the Franchise program.
- d) Report only Florida Virtual School courses within the Franchise program for Florida Education Finance Program (FEFP) funding.
- e) Have approved and processed by FLVS all student transfers between the Parties.
- f) Comply with the Academic Integrity policies (see Appendix B of this Agreement) established by FLVS.
- g) Provide accurate rosters of teachers, participating in the Franchise, including contact information and subjects they teach, on July 1<sup>st</sup> and December 1<sup>st</sup> of each academic year, and provide FLVS with an updated roster whenever the District hires new teachers or teachers leave employment with the District.
- h) Require that all teachers complete new teacher training before being placed with students.
- i) Require all teachers of new or updated courses complete training on the new or updated course within two (2) weeks of training being made available.
- j) Record a course as completed only if a student has taken the final segment exams or the District has documented adherence to local District policy regarding course completion.
- k) Maintain all teacher and student email communications within the FLVS LMS.



- l) Provide certified teachers in the subject they are teaching or otherwise comply with Section 1012.42, Florida Statutes, regarding out-of-field instructors. Certification numbers shall be entered and maintained by the District in the FLVS Student Information Management System (VSA) account.
- m) Have sole responsibility to comply with all College Board AP regulations and audits. Franchise AP courses not authorized by the College Board may not be offered with the AP label.
- n) Have sole responsibility to comply with all AICE regulations and audits. Franchise AICE courses not authorized by Cambridge may not be offered with the AICE label.
- o) Participate in end-of-year Franchise evaluations.
- p) Participate in Annual Franchise Management Training.
- q) Require each teacher teaching FLVS courses to sign Appendix B of this Agreement ("Teacher Acknowledgement Form") and submit all signed forms to FLVS by October 1st of each academic year or within thirty (30) days of the teacher's employment.
- r) Achieve an eighty-five percent (85%) or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys conducted by FLVS's external vendor.
- s) Provide FLVS with notice of any public records request received regarding this Agreement or any services provided thereunder within twenty-four (24) hours of receipt by the District.
- t) Apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
- u) Provide a high-resolution vector logo to FLVS by July 30th of each academic year.
- v) Use the tagline "Powered by FLVS" when specifically promoting FLVS courses.
- w) Encourage instructors and staff to attend FLVS Professional Development

offerings and award professional development in-service points upon completion.

- x) Utilize the Salesforce application to access quality assurance documents and submit concern resolutions.
- y) Regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Agreement. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in Sections 1002.3105(5), 1003.4281, and/or 1003.4282 (if applicable), Florida Statutes; 3) that FLVS maintains the confidentiality of all education records and the information contained within as per Section 10, "Confidential Information" of this Agreement.
- z) District's failure to fulfill the obligations in this Agreement shall result in the action outlined in Appendix C "Steps for Enforcement."

## **5. FLVS OBLIGATIONS**

FLVS shall:

- a) Provide a Franchise Operations Manager assigned to support the District.
- b) Provide access to the LMS platform.
- c) Provide systems training during the academic year terms for Districts, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
- d) Provide hosting of courses on the LMS platform.
- e) Provide course materials to students which shall be returned to FLVS at the conclusion of the course by the District, unless FLVS has designated the materials as disposable.
- f) Provide course updates.
- g) Provide Student Information Management System (VSA).
- h) Provide Quality Assurance ("QA") Services inclusive of one (1) Classroom Audit and one (1) Completion Audit per instructor, Educator footprints reports upon request, and Quality Assurance training.

- i) Conduct Academic Integrity investigations pursuant to FLVS policy as set forth in Appendix B "Teacher Acknowledgement Form" of this Agreement for referral to the District and any subsequent disciplinary action upon conclusion of the investigation which the District may undertake.
- j) Provide monthly parent/student survey results.
- k) Provide an Annual Customer Satisfaction Report.
- l) Provide Instructor Training for all new course releases.
- m) Provide new Instructor Training.
- n) Provide a year-end evaluation of the program.
- o) Provide Franchise Management Training.
- p) Provide syllabus documents for AP courses for use in AP audit process.
- q) Provide a co-branded digital flyer\*, which is designed and sent to the District by request only, up to three (3) times a year (August, January, and May).
- r) Provide access to FLVS video course tours.
- s) Provide the Salesforce platform to access QA documents and submit concern resolutions.

*\*All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

## **6. FEES AND PAYMENT**

The District shall pay to FLVS the Course Fees described in Appendix A "Course List and Fees" of this Agreement, for each Billable Enrollment. The District shall pay for each Billable Enrollment regardless of the student's status upon receipt of invoice. The Course Fees will be invoiced according to the Invoicing Schedule in the table set forth herein and paid pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the District to pay correct and undisputed invoices within forty-five (45) days of the District's Accounts Payable Department's receipt of said invoice. The District shall issue a Purchase Order to FLVS prior to the enrollment of students under this Agreement. The District shall not incur any obligation for payment prior to the issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by

All overdue (ninety (90)-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, and may be denied access to FLVS content at the sole discretion of FLVS. Performance of this Agreement will be suspended until payment is received by FLVS.

FLVS Invoicing Schedule for Agreement Billable Enrollments:

<b>Cycle</b>	<b>Enrollment Data Date Range</b>	<b>Invoice Sent to District on or before</b>
Cycle 1	July - Oct	November 30th
Cycle 2	Nov - Feb	March 31st
Cycle 3	Mar - Jun	June 30th
Cycle 4	True-up / Enrollments not captured in previous cycles	July 31st

Billing Contact Personnel:

<b>District</b>	<b>Florida Virtual School</b>
<b>Name:</b> Sonya Findley	<b>Name:</b> Mihaela Brehoi
<b>Address of School/District:</b> 900 Walnut St., Green Cove Springs, FL 32043	<b>Address:</b> 5422 Carrier Drive, Suite 201 Orlando, Florida 32819
<b>Email:</b> accountspayable@myoneclay.net	<b>Email:</b> mbrehoi@flvs.net
<b>Telephone No.:</b> 904-336-6500	<b>Telephone No.:</b> 407-513-3615

**7. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data. Further, Data shall be backed up on a schedule no less stringent than what is used by FLVS.

**8. BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who, (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with

the District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless the District, its officers, and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by the District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

#### **9. INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse

compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

**10. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. Each Party shall fully comply with the applicable requirements of Family Education Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and the federal regulations set forth in 34 C.F.R Part 99, and Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes, and State Board of Education rules 6A-1.0955 and 6A-1.09550, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records.. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall remain fully binding upon both Parties.

For the limited purposes of auditing the implementation of the Agreement and accessing student information, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the District with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose.

11. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall comply with COPPA and all rules promulgated thereunder.

12. **E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

13. **NCAA**

The National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria.

14. **DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

15. **WARRANTIES OF FLVS**

**Limit of Liability**

- a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto, FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the District hereunder for the licensed materials; (II) the amount paid by the District for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Section 7, "Software Security" of this Agreement; (III) the amount paid by the District for installation



service that is the subject of the claim if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by the District under this Agreement.

- b) FLVS shall in no event be liable for special, incidental, indirect, or
- c) consequential loss or damage, lost business revenue, loss of profits, loss of
- d) data, failure to realize expected profits or savings, or any claim against the District by another person (even if FLVS has been advised of the possibility
- e) of such damage) unless required by law.
- f) FLVS shall be liable to the District only as expressly provided in this
- g) Agreement, and shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to the District or a third party for any claim,
- h) including, not limited to, any liability for negligence. The limitations,
- i) exclusions, and disclaimers in this Agreement shall apply irrespective of the nature of the cause of action, demand, or action by the District, including but
- j) not limited to, breach of contract, negligence, tort, or any other legal theory
- k) and shall survive a fundamental breach or breaches or the failure of the
- l) essential purpose of this Agreement or of any remedy contained herein.

**16. INDEMNIFICATION.** To the extent permitted by law, FLVS and the District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and the District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

**17. INTELLECTUAL PROPERTY CLAIMS**

Notwithstanding the foregoing, FLVS shall have no liability for any claim that is based on (i) the use of other than the latest release and version of the Licensed Materials, if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to the District for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

**18. TERMINATION**

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 19, "Termination for Convenience" of this Agreement; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and the expiration of a
- d) ten (10)-day opportunity to cure period, fails to perform any duties or
- e) covenants of this Agreement; or
- f) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or
- g) covenants of this Agreement.

**19. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, the District shall pay FLVS for all Billable Enrollments for all service dates up to and including to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend the notice of termination period to a time period beyond the

thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**20. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

**21. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**22. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

**23. SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**24. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED

WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**25. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Accordingly, the Parties shall:

- 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, Florida Statutes.
- b. Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
- c. Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.
- d. Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party'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 immediate termination by the non-breaching Party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION**

OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: [custodianofrecords@flvs.net](mailto:custodianofrecords@flvs.net). IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT [business/street address]: 900 Walnut St., Green Cove Springs, FL 32043 OR AT [phone number]: 904-336-6500 OR AT [email address]: sally.anderson@myoneclay.net.

**26. FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**27. NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

**28. AUDIT RIGHTS**

FLVS may audit the use of their Licensed Materials and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the District and the Florida Department of Education.

**29. EMAIL ACCESS**

The District is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

**30. NON-SOLICITATION AGREEMENT**

FLVS and the District agree that during the term of this Agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or Affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

**31. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**32. NON-DISCRIMINATION**

The Parties shall not discriminate against any employee or participant in the

performance of the duties, responsibilities, and obligations under this Agreement because of race, age, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

**33. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**34. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

**35. ENTIRE AGREEMENT**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**36. AMENDMENTS**

With the exception of the annual update to the FLVS Course Offerings and Price List (Appendix A), no modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both



**37. COMPLIANCE WITH LAWS**

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**38. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the venue for any court proceeding arising from or related to this Agreement shall be in a court of competent jurisdiction situated in Orange County, Florida.

**39. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

**40. NOTICE**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

**As to FLVS:**

Larry Banks, Sr. Director of Partner Services, Florida Florida Virtual School  
5422 Carrier Drive, Suite 201  
Orlando, FL 32819  
Email: [lbanks@flvs.net](mailto:lbanks@flvs.net) and [procurement@flvs.net](mailto:procurement@flvs.net)

With a copy to:

Office of General Counsel  
Florida Virtual School  
5422 Carrier Drive, Suite 201  
Orlando, FL 32819  
Email: [ogc@flvs.net](mailto:ogc@flvs.net)

**As to the District:**

David Broskie, Superintendent of Schools  
Schools District Name: School District of Clay County  
Address: 900 Walnut St.  
City/State: Green Cove Springs, FL 32043  
Email: david.broskie@myoneclay.net



With a copy to:

Name/Title: Clay Virtual Academy, Amanda Stilianou, CVA Principal

Address: 2306 Kingsley Ave.

City/State: Orange Park, FL 32073

Email: amanda.stilianou@myoneclay.net

**41. AUTHORITY**

Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

**42. NO THIRD-PARTY BENEFICIARIES**

There are no third-party beneficiaries created or entitled by this Agreement, and only the specific Parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.

**43. NO ASSIGNMENT**

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

**44. NO PARTNERSHIP OR JOINT VENTURE**

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the District and FLVS or any other Party or cause either Party to be responsible in any way for the debts and obligations of the other Party.

*(Signatures to follow on next page)*



[Signature page to Franchise Agreement between  
Florida Virtual School and

Dated Upon Full Execution]

**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

<b>FLORIDA VIRTUAL SCHOOL</b>	
By (Authorized Signature)	Date
Printed Name and Title of Person Signing: Louis J. Algaze, Ph.D. – President and CEO	
Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819.	
Approved as to legal form and sufficiency by:	
FLVS Office of General Counsel	
<b>THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA</b>	
By (Authorized Signature)	Date
Printed Name and Title of Person Signing: Ashley Gilhousen, SBCC/CCDS Board Chair	
Address: 900 Walnut St., Green Cove Springs, FL 32043	
Approved as to legal form and sufficiency by:	
School Board Attorney/Legal Counsel for School Board of Clay County, Florida Jeremiah Blocker, School Board Attorney	



## APPENDIX A - Course List and Fees

### Effective July 1, 2024, to June 30, 2025

The Licensed Materials, which are the subject of the Florida Virtual School (FLVS) Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, “FLVS Course Offerings”.

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the District. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course in which they are currently enrolled.

#### 1. **Fees**

This Course Offering list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at:  
<https://www.flvs.net/high-school-courses>.

FLVS Course Offerings	
Course Name (*Franchise only offering)	Price per segment
ENGLISH/LANGUAGE ARTS	
Advanced Placement English Language and Composition	45.00
Advanced Placement English Literature and Composition	45.00
English 1	45.00
English 1 for Credit Recovery*	45.00
English 2	45.00
English 2 for Credit Recovery*	45.00
English 3	45.00
English 3 for Credit Recovery*	45.00
English 4	45.00
English 4 for Credit Recovery*	45.00
English 4: Florida College Prep	45.00

Journalism 1	45.00
M/J Journalism	45.00
M/J Language Arts 1	45.00
M/J Language Arts 2	45.00
M/J Language Arts 3	45.00
Social Media 1	45.00
<b>MATHEMATICS</b>	
Advanced Placement Calculus AB	50.00
Advanced Placement Calculus BC	50.00
Advanced Placement Statistics	45.00
Algebra 1	45.00
Algebra 1 for Credit Recovery*	45.00
Algebra 1-A	45.00
Algebra 2	45.00
Calculus Honors	50.00
Geometry	45.00
Geometry for Credit Recovery*	45.00
M/J Grade 6 Mathematics	48.00
M/J Grade 7 Mathematics	48.00
M/J Grade 8 Pre-Algebra	45.00
Mathematics for College Algebra	57.00
Mathematics for College Liberal Arts	45.00
Mathematics for Data and Financial Literacy	45.00
Pre-Calculus Honors	45.00
Probability & Statistics with Applications Honors	45.00
<b>SCIENCE</b>	
Advanced Placement Biology	45.00
Advanced Placement Environmental Science	45.00
Advanced Placement Physics 1	68.00
Anatomy and Physiology	45.00
Astronomy / Solar Galactic	45.00
Biology 1	45.00
Biology 1 for Credit Recovery*	45.00
Chemistry 1	45.00
Chemistry 1 for Credit Recovery*	45.00
Earth/Space Science	45.00

Environmental Science (Guy Harvey)	45.00
Forensic Science	58.00
M/J Comprehensive Science 1	45.00
M/J Comprehensive Science 2	45.00
M/J Comprehensive Science 3	45.00
M/J Computer Science Discoveries 1	45.00
M/J Computer Science Discoveries 2	45.00
Marine Science 1	45.00
Physical Science	45.00
Physics 1	45.00
<b>SOCIAL STUDIES</b>	
Advanced Placement Human Geography	45.00
Advanced Placement Macroeconomics	45.00
Advanced Placement Microeconomics	45.00
Advanced Placement United States Government and Politics	78.00
Advanced Placement United States History	65.00
Cambridge AICE Psychology 1 AS	82.00
Economics	45.00
Holocaust History	45.00
Law Studies	67.00
M/J Civics	45.00
M/J United States History	45.00
M/J United States History & Career Planning	45.00
M/J World History	45.00
M/J World History & Career Planning	45.00
Personal Finance and Money Management	45.00
Psychology 1	45.00
United States Government	45.00
United States Government for Credit Recovery*	45.00
United States History	45.00
United States History for Credit Recovery*	45.00
World History	45.00
World History for Credit Recovery*	45.00
<b>ART/VISUAL ART/MUSIC</b>	
Advanced Placement Art History	45.00
Art History and Criticism 1 Honors	45.00

Digital Art Imaging 1	48.00
Guitar 1	60.00
M/J Digital Art and Design 1	45.00
M/J Exploring Music	48.00
M/J Guitar 1	60.00
M/J Visual Art 1	45.00
M/J Visual Art 2	45.00
Music of the World	45.00
Theatre, Cinema, & Film Production	58.00
Two-Dimensional Studio Art 1	45.00
<b>CAREER AND LIFE SKILLS</b>	
Accounting Applications 1	75.00
Advanced Placement Computer Science A (STEM)	58.00
Allied Health Assisting 3	45.00
Applications in Artificial Intelligence	67.00
Artificial Intelligence in the World	67.00
Career Research and Decision Making	67.00
Critical Thinking and Study Skills	67.00
Driver Education/Traffic Safety - Classroom	71.00
Leadership Skills Development	67.00
M/J Career Research & Decision Making	45.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	45.00
M/J Peer Counseling 1	67.00
Parenting Skills	67.00
Peer Counseling 1	67.00
Peer Counseling 2	67.00
Peer Counseling 2 ELL	67.00
<b>CAREER TECHNICAL EDUCATION</b>	
Agriscience Foundations 1	45.00
Agriculture Communications 2	48.00
Agriculture Communications 3	48.00
Computer & Network Security Fundamentals	59.00
Criminal Justice Operations 1	45.00
Cybersecurity Essentials	45.00
Digital Information Technology	68.00
Foundations of Curriculum and Instruction	67.00



Foundations of Programming	45.00
Hospitality and Tourism Marketing Management	67.00
Human Growth and Development	48.00
Introduction to Hospitality & Tourism	67.00
Introduction to the Teaching Profession	67.00
M/J Business Keyboarding	45.00
M/J Coding Fundamentals	45.00
Principles of Entrepreneurship	67.00
Procedural Programming	45.00
Technology for Hospitality and Tourism	45.00
<b>HEALTH/PHYSICAL EDUCATION</b>	
Fitness Lifestyle Design	45.00
Health 1 - Life Management Skills	45.00
Health Science Foundations	45.00
HOPE - Physical Education (Core)	45.00
M/J Comprehensive Physical Education Grade 6/7	45.00
M/J Comprehensive Physical Education Grade 7/8	45.00
M/J Fitness - Grade 6	45.00
Outdoor Education	80.00
Personal Fitness	45.00
<b>WORLD LANGUAGE</b>	
American Sign Language 1	45.00
American Sign Language 2	45.00
Chinese 1	45.00
Chinese 2	45.00
Chinese 3 Honors	45.00
French 1	45.00
French 2	45.00
French 3 honors	45.00
Hebrew 1	45.00
Hebrew 2	45.00
Latin 1	45.00
Latin 2	45.00
Latin 3 Honors	45.00
M/J Spanish, Beginning	45.00
M/J Spanish, Intermediate	45.00

Spanish 1	45.00
Spanish 2	45.00
Spanish 3 Honors	45.00
Spanish 4 Honors	45.00
Spanish for Spanish Speakers 1	45.00
<b>ELEMENTARY</b>	
Language Arts - Kindergarten	48.00
Language Arts - Grade One	48.00
Language Arts - Grade Two	48.00
Language Arts - Grade Three	48.00
Language Arts - Grade Four	48.00
Language Arts - Grade Five	48.00
Mathematics - Kindergarten	45.00
Mathematics – Grade One	45.00
Mathematics - Grade Two	45.00
Mathematics - Grade Three	45.00
Mathematics - Grade Four	45.00
Mathematics - Grade Five	45.00
Science - Kindergarten	45.00
Science – Grade One	45.00
Science – Grade Two	45.00
Science – Grade Three	45.00
Science – Grade Four	45.00
Science – Grade Five	45.00
Social Studies - Kindergarten	45.00
Social Studies – Grade One	45.00
Social Studies – Grade Two	45.00
Social Studies - Grade Three	45.00
Social Studies – Grade Four	45.00
Social Studies – Grade Five	45.00
Introduction to Computer Science K	45.00
Introduction to Computer Science 1	45.00
Introduction to Computer Science 2	45.00
Introduction to Computer Science 3	45.00
Introduction to Computer Science 4	45.00
Introduction to Computer Science 5	45.00
Elementary Spanish Introductory Level	45.00

Elementary Spanish 1	45.00
Elementary Spanish 2	45.00
Elementary Spanish 3	45.00
Elementary Spanish 4	45.00
Elementary Spanish 5	45.00
Elementary Physical Education K	45.00
Elementary Physical Education 1	45.00
Elementary Physical Education 2	45.00
Elementary Physical Education 3	45.00
Elementary Physical Education 4	45.00
Elementary Physical Education 5	45.00
Art - Grade Kindergarten	45.00
Art - Grade 1	45.00
Art - Grade 2	45.00
Art - Intermediate 1 - Grade 3	45.00
Art - Intermediate 2 - Grade 4	45.00
Art - Intermediate 3 - Grade 5	45.00

***[End of Course List]***

## **APPENDIX B**

### **Teacher Acknowledgement Form**

#### **FLVS Mission:**

Equip students for success by developing and delivering highly effective digital learning through an intuitive online platform.

#### **FLVS Vision:**

Lead online education worldwide with innovative digital solutions that individualize learning for each student.

#### **FLVS Values:**

- Excellence – Deliver the best. Always.
- Innovation – Lead transformative learning.
- Community – Build meaningful connections.
- Balance – Embrace flexibility.
- Communication – Listen, share, and collaborate openly.

#### **FLVS Commitment:**

The Student is at the center of every decision we make.

#### **FLVS Franchise Policy Guide:**

Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional workday by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows an overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

#### **Academic Integrity:**

Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:

<https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>

**Welcome Phone Call:**

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress accordingly.

**Grading Student Work:**

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within twenty-four (24) hours. Responding within twenty-four (24) hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within forty-eight (48) hours of submission.
2. Florida Virtual School uses the state-adopted grading scale. Per Section 1003.437, Florida Statutes, Middle and High School (grades 6-12) Grading System:
  - a) Grade A equals ninety percent (90%) through one hundred percent (100%).
  - b) Grade B equals eighty percent (80%) through eighty-nine percent (89%).
  - c) Grade C equals seventy percent (70%) through seventy-nine percent (79%).
  - d) Grade D equals sixty percent (60%) through sixty-nine percent (69%).
  - e) Grade F equals zero percent (0%) through fifty-nine percent (59%).
  - f) W – Student withdrawn during the grace period. No credit awarded.
  - g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
  - h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
  - i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completing one hundred percent (100%) of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one (1) of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

**Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.**

**Final Exam Policy:**

The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state-required EOC exams, the District may act in accordance with District policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

**Minimum Length of Courses:**

To ensure that Students are mastering content within their courses, it is important to remember that the fourteen (14) day minimum learning experience for all half-credit courses and a twenty-eight (28) day minimum for all full-credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e., workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	Twenty-one (21) Days
Fitness Lifestyle Design (FLD):	Twenty-four (24) Days
Health Opportunities in Physical Education	Twenty-one (21) Days

**Documentation of Student Work:**

All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.



As a Florida District Learning and Service Agreement Teacher, I have read and agree to abide by all FLVS Instructional Policies as found at:

[https://drive.google.com/file/d/1XBOfvyw9DBY7rnV\\_mvpadY78GovoCX2/view](https://drive.google.com/file/d/1XBOfvyw9DBY7rnV_mvpadY78GovoCX2/view)

Teacher Name	Certification	Areas
<hr/>		
Teacher Signature	Date	
<hr/>		
Franchise Leader	Date	
<hr/>		

Please submit this form to the Franchise Manager within thirty (30) Business Days of Teacher employment with your Franchise School.



## **APPENDIX C**

### **Steps for Enforcement**

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the District. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the District representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the District. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the District program and/or terminate the Agreement with the District.

#### **Step One: Verbal Warning**

1. Memo to file summarizing the discussion.
2. The District may file a written document outlining an opposing view with FLVS Franchise Manager, Director, and Chief.
3. Verbal communication with the District Franchise Leader to identify deficiencies with a plan for correction of identified deficiencies to bring the Franchise back into compliance within seven (7) Business Days.
4. If a deficiency is not corrected within seven (7) Business Days with the District back in compliance with the District Agreement, parties involved will attend mandatory training with costs being incurred by the District.

#### **Step Two: Probation**

1. Should the discrepancies continue, FLVS will place the District on probation for no longer than one (1) year. This probationary action shall not prevent students currently enrolled in FLVS courses to complete those courses.

## **APPENDIX D**

### **Florida Virtual School Branding and Media Policy**

#### **FLVS Branding Policy:**

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida.

- “Florida Virtual School” and “FLVS” are the only approved school name and abbreviation. “The Florida Virtual School,” “Florida Virtual,” and “Florida Virtual Schools” are not approved for use.
- Never use FLVS or Florida Virtual School possessively.
- Provide the FLVS Senior Director of Partner Services with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

#### **FLVS Media Relations Policy:**

- Notify the FLVS Communications Manager and the FLVS Senior Director of Partner Services upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
  - Tania Clow, Communications Manager: 407-513-3627, [tclow@flvs.net](mailto:tclow@flvs.net)
  - Larry Banks, Senior Director of Partner Services: 407-484-4031, [lbanks@flvs.net](mailto:lbanks@flvs.net)
- Media Resources Available:
  - FLVS Newsroom ([flvs.net/news](https://flvs.net/news)) – View news releases, annual reports, district enrollment summary, research documents, and FLVS leadership members.
- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS Senior Director of Partner Services.

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C9 - Approval for the Purchase of i-Ready Mathematics K-5 for the 2024-2025 School Year

#### Description

i-Ready Mathematics is an online program that provides students of all ages with differentiated instruction and supports them in their paths to success. Students gain experience through concrete examples and engaging lessons. Its responsive instruction provides consistent insight into student understanding and performance on standards, enabling teachers to monitor their student's progress and help them prepare for standards-based assessments and beyond. The data from the i-Ready Assessment empowers teachers with a deeper knowledge of their students' needs. Based on research into assessment design and backed by extensive validity evidence, sophisticated data is transformed into meaningful, actionable insights that make differentiating instruction a reality for teachers. A suite of intuitive reports provides a common language through which teachers and administrators can work toward the shared goal of student achievement.

#### Gap Analysis

i-Ready Mathematics is an effective program for addressing the achievement gaps among students with significant math deficiencies. Using a gap analysis approach, it identifies the specific skill gaps of each student and provides them with a prescriptive pathway designed to fill those gaps. This approach helps ensure that students are not left behind because of past learning difficulties and receive the necessary support to achieve grade-level proficiency. The Beginning-of-Year(BOY), Middle-of-Year (MOY), and End-of-Year (EOY) progress monitoring data generated by i-Ready Diagnostic for math (K-5) also provide valuable insights into student progress over time, which can be used to adjust instruction and ensure that it meets all students' needs. By leveraging this data, educators can make data-driven decisions that lead to better student outcomes and ultimately narrow the achievement gaps among students with significant math deficiencies. i-Ready Mathematics is a powerful tool for addressing the achievement gaps in math, ensuring that all students have access to high-quality instruction that prepares them for future academic success.

#### Previous Outcomes

i-Ready Mathematics: Based on beginning of year (BOY) i-Ready Mathematics student performance data compared to EOY student performance data, students working on grade level increased from 18% to 67%, students working one grade level below decreased from 63% to 28%, and students working two or more grade levels below decreased from 28% to 6% during the 2022-2023 school year.

#### Expected Outcomes

The expected outcome of implementing i-Ready Mathematics in grades K-5 is to significantly improve math proficiency among all students, including those with substantial math deficiencies, by enriching their skill development and reinforcing grade-level standards mastery. This approach will enhance Tier I core instruction by embedding critical foundational skills development, leading to better student achievement outcomes. Additionally, this program is expected to help narrow the achievement gaps among students with significant math deficiencies, ultimately ensuring that all students have access to supplemental high-quality math instruction that prepares them for future academic success.

#### Strategic Plan Goal

Goal 1. Engage all students to attain the necessary skills and knowledge to be future-ready graduates.

#### Recommendation

The Clay County School Board approves the purchase of an i-Ready Mathematics site and student licenses, teacher toolbox, and professional development for grades K- 5 for the 2024-2025 school year.

#### Contact

Heather Teto, Chief of Elementary Education, 904-336-6909, heather.teto@myoneclay.net

#### Financial Impact

For 2024-2025, the fiscal impact of the i-Ready site and student licenses, teacher toolbox, and professional development will not exceed \$471,646.50 from the 2024-2025 SAI allocation and Title II funds.

**Review Comments**

**Attachments**

🔗 [240152 - Curriculum Associates Contract - pending Board approval.pdf](#)

DRAFT



# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240152**  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE:

May 2, 2024

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:

Name of Contract Initiator: Heather Teto/Ryan Widdowson

Telephone #: 336-6906/6908

School/Dept Submitting Contract: Elementary Education/Federal Programs Cost Center # 9006/9106

Vendor Name: Curriculum Associates, LLC

Contract Title: i-Ready and Ellevation Platform and Strategies Subscription

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 230158

Contract Term: July 1, 2024 - June 30, 2025

Renewal Option(s):

Contract Cost: \$471,646.50 (i-Ready) + \$56,570.75 (Ellevation) = \$528,217.25

☒ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100.5100366.9106.1125.0000.000.0

Funding Source: Budget Line # 420.5100366/399.9106.0000.4060.000.4

☐ 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):

**RECEIVED**

By Bertha Staefe at 2:00 pm, Mar 25, 2024

☒ 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	Technology Software, Single Source, Instructional Material/Copyright under 6A-1.012 (14),(12(d)), (11(b))
Review Date <b>REVIEWED</b> By Bertha Staefe at 1:58 pm, Mar 25, 2024	
School Board Attorney JPS	<del>JP - see vendor requested revisions to ICA &amp; Data Share Agreement.</del> I have reviewed and approved the contract terms and changes.
Review Date 4/8/24	
Other Dept. as Necessary	
Review Date 4/1/2024 received New DSA by email - Approved by EC	<del>Ethan - See revisions to our Data Share Agreement (pages 36-39 of this document)</del> <del>Do we need to send them our new Data Share Agreement?</del>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<b>APPROVED</b> By Bertha Staefe at 2:00 pm, Apr 09, 2024





## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Curriculum Associates, LLC (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 153 Rangeway Road, North Billerica, MA 01862.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Clay County District Schools School/Department,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, 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, as applicable [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 third-party 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 described herein. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy, as applicable, 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: Services and/or Products 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. CONTRACTOR shall bill SBCC annually in advance for its products and services and payment will be due 30 days from receipt of invoice.
  - b. Services and/or Products, as authorized by and listed in Attachment A, 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 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, within 90 days following license activation, without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party and SBCC will receive a pro-rata refund. 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 and a pro-rata refund will be issued.
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, except in connection with the sale of all or substantially all of the outstanding assets or equity of CONTRACTOR.
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) for those employees working on site with direct unsupervised contact with students. 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, as applicable. 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)

*\*Exempt, need signed WCAF*

*\*If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and 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, and access to the SBCC networks (hereinafter "Confidential Information"). For the purposes of this Agreement and for the advance of doubt, Confidential Information, "student records" and "student information" shall not include De-identified Data, as defined by FERPA. 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 and upon written notice from SBCC. CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information within 30 days of written request. Ellevation backup data will be deleted 90 days after termination while i-Ready backup data will be deleted automatically over time in accordance with CONTRACTOR'S data retention and destruction policies. 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 applicable federal and state laws and applicable 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 Confidential 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 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 119.071(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. § 119.071(5)(a)6]
- b) Vendors/Consultants 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. § 119.071(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](mailto:PRR@myoneclay.net)

25. Government Funding: 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 Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations 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, 4.

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.

\*\*\*\*\*

**In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.**

SBCC'S Representative with CONTRACTOR is: Heather Teto/Ryan Widdowson

School/Department Name: Elementary Education/Federal Programs

Mailing Address: 23 South Green Street, Green Cove Springs, FL 32043

Phone #: 904-336-6909/6908 Email Address: heather.teto@myoneclay.net/ryan.widdowson@myoneclay.net

### Accepted and Agreed to:

#### SCHOOL BOARD OF CLAY COUNTY

By: \_\_\_\_\_

Print Name: Ashley Gilhousen

Title: School Board Chair

Date: \_\_\_\_\_

#### CONTRACTOR

By: 

Print Name: Robert Waldron

Title: CEO

Date: 4/9/2024

## Attachment A

### SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

Attachment A-1 - i-Ready - Q345935.6  
Attachment A-2 - Ellevation Platform - Q-42579  
Attachment A-3 - Ellevation Strategies - Q-45952

DRAFT

2. **Term:**

The term of this Agreement shall commence on July 1, 2024 and continue until June 30, 2025, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ 528,217.25 Flat Rate (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed \$ 528,217.25.

## 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: Curriculum Associates, LLC

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Robert Waldron

Title of Authorized Representative: CEO

Date: 4/9/2024

## **Exhibit # 2 (a)**

### **EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"), as applicable. 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.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(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.

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## **RECORDS ACCESS AND RETENTION**

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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.

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## **RECOVERED MATERIALS**

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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: Curriculum Associates, LLC

Signature of Authorized Representative: 

Print Name of Authorized Representative: Robert Waldron, CEO



## 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: Curriculum Associates, LLC

Robert Waldron

Printed Name

Signature: 

CEO

Title of Authorized Representative

Date: 4/9/2024

**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, Florida Stat. as follows:

**Preference to businesses with drug-free workplace programs** - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** Curriculum Associates, LLC

**AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:**

Robert Waldron  
(Printed Name)

  
(Signature)

CEO  
(Title)

4/9/2024  
(Date)

**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

State of FLORIDA)  
County of CLAY)

My name is (INSERT NAME Robert Waldron). 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 Curriculum Associates, LLC) 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 Curriculum Associates, LLC) 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 shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** Curriculum Associates, LLC

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Robert Waldron  
(Printed Name)

  
(Signature)

CEO  
(Title)

4/9/2024  
(Date)

**Exhibit # 2 (e)**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
___ N/A _____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.



Signature

Curriculum Associates, LLC

Company Name

# Curriculum Associates®

**Prepared For:**

Heather Teto  
Clay County District Schools  
900 Walnut St,  
Green Cv Spgs, FL 32043

2/13/2024

Dear Heather Teto,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025

Quote ID: 345935.6

Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	\$450,288.00	\$356,832.00
Toolbox	\$114,370.00	\$97,214.50
Professional Learning	\$17,600.00	\$17,600.00
i-Ready Partners Services	\$56,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i> <ul style="list-style-type: none"> <li><u>Initial Implementation Services:</u> Provisioning, Initial Rostering, Hosting, Technology Assessment</li> <li><u>Implementation Management:</u> Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</li> <li><u>Staff Development Consultation and Resources:</u> Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</li> <li><u>Technical Support:</u> Proactive Network Monitoring &amp; Issue Notification, Annual Health Check, Technical Support</li> </ul>		
List Total:		\$638,258.00
Savings:		\$166,611.50
Shipping/Tax/Other:		\$0.00
<b>Total:</b>		<b>\$471,646.50</b>

Thank you again for your interest in Curriculum Associates.

**Sincerely**

Angela Gitto  
(518) 867-9780  
agitto@cainc.com

**Please submit this quote with your purchase order**



# Curriculum Associates®

Quote ID: 345935.6

Date: 2/13/2024

Quote Valid through: 12/31/2024

**Prepared For:**

Heather Teto  
Clay County District Schools  
900 Walnut St,  
Green Cv Spgs, FL 32043  
heather.teto@myoneclay.net

**Your Representative:**

Angela Gitto  
(518) 867-9780  
agitto@cainc.com

Argyle ES 2625 Spencers Plantation Blvd, Orange Park, FL 32073							
Total Building Enrollment: 756, Grade Range: PK - 5							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	756	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
Subtotal:						\$16,176.00	
Shipping:						\$0.00	
Tax:						\$0.00	
School Subtotal:						\$16,176.00	

Charles E Bennett ES 1 S Oakridge Ave, Green Cv Spgs, FL 32043							
Total Building Enrollment: 574, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	574	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
Subtotal:						\$16,176.00	
Shipping:						\$0.00	
Tax:						\$0.00	
School Subtotal:						\$16,176.00	

Clay Hill ES 6345 County Road 218, Jacksonville, FL 32234							
Total Building Enrollment: 399, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	399	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$13,817.50
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$13,817.50
Coppergate ES 3460 Copper Colts Ct, Middleburg, FL 32068							
Total Building Enrollment: 483, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	483	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$13,817.50
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$13,817.50
Discovery Oaks ES 950 Oakleaf Plantation Pkwy, Orange Park, FL 32065							
Total Building Enrollment: 812, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	812	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$20,645.00
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$20,645.00



Doctors Inlet ES 2634 County Road 220, Middleburg, FL 32068						
Total Building Enrollment: 560, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	560	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00

Fleming Island ES 4425 Lakeshore Dr, Orange Park, FL 32003						
Total Building Enrollment: 700, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	700	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00

Grove Park ES 1643 Miller St, Orange Park, FL 32073						
Total Building Enrollment: 452, Grade Range: K - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	452	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$13,817.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$13,817.50

Keystone Heights ES 335 Sw Pecan St, Keystone Hgts, FL 32656						
Total Building Enrollment: 735, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	735	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00
Lake Asbury ES 2901 Sandridge Rd, Green Cv Spgs, FL 32043						
Total Building Enrollment: 833, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	833	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00
Lakeside ES 2752 Moody Ave, Orange Park, FL 32073						
Total Building Enrollment: 742, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	742	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00



McRae ES 6770 County Road 315, Keystone Hgts, FL 32656						
Total Building Enrollment: 483, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	483	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$13,817.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$13,817.50

Middleburg ES 3958 Main St, Middleburg, FL 32068						
Total Building Enrollment: 562, Grade Range: K - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	562	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00

Montclair ES 2398 Moody Ave, Orange Park, FL 32073						
Total Building Enrollment: 399, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	399	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$13,817.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$13,817.50

**Oakleaf Village ES 410 Oakleaf Village Pkwy, Orange Park, FL 32065**

Total Building Enrollment: 912, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	912	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00

**Orange Park ES 1401 Plainfield Ave, Orange Park, FL 32073**

Total Building Enrollment: 441, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	441	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$13,817.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,817.50

**Plantation Oaks ES 4150 Plantation Oaks Blvd, Orange Park, FL 32065**

Total Building Enrollment: 973, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	973	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$20,645.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,645.00



R M Paterson ES 5400 Pine Ave, Fleming Islan, FL 32003						
Total Building Enrollment: 757, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	757	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00
Rideout ES 3065 Apalachicola Blvd, Middleburg, FL 32068						
Total Building Enrollment: 483, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	483	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$13,817.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$13,817.50
Ridgeview ES 421 Jefferson Ave, Orange Park, FL 32065						
Total Building Enrollment: 539, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	539	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00

S Bryan Jennings ES 215 Corona Dr, Orange Park, FL 32073						
Total Building Enrollment: 462, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	462	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$13,817.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$13,817.50
Shadowlawn ES 2945 County Road 218, Green Cv Spgs, FL 32043						
Total Building Enrollment: 672, Grade Range: PK - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	672	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00
Spring Park ES 3530 County Road 315, Green Cove Springs, FL 32043						
Total Building Enrollment: 800, Grade Range: K - 6						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	800	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
					Subtotal:	\$16,176.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,176.00



Swimming Pen Creek ES 1630 Woodpecker Ln, Middleburg, FL 32068							
Total Building Enrollment: 434, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$12,000.00	\$10,800.00	\$10,800.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 351-500 students 1 Year	Multiple	28269.0	1	\$3,550.00	\$3,017.50	\$3,017.50	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	434	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$13,817.50
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$13,817.50
Thunderbolt ES 2020 Thunderbolt Rd, Fleming Islan, FL 32003							
Total Building Enrollment: 726, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	726	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$16,176.00
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$16,176.00
Tynes ES 1550 Tynes Blvd, Middleburg, FL 32068							
Total Building Enrollment: 980, Grade Range: PK - 6							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$18,160.00	\$16,344.00	\$16,344.00	
i-Ready Learning Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	Multiple	28271.0	1	\$5,060.00	\$4,301.00	\$4,301.00	
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	980	\$3.00	\$0.00	\$0.00	
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00	
						Subtotal:	\$20,645.00
						Shipping:	\$0.00
						Tax:	\$0.00
						School Subtotal:	\$20,645.00



**W E Cherry ES 420 Edson Dr, Orange Park, FL 32073**

Total Building Enrollment: 623, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	623	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Wilkinson ES 4965 County Road 218, Middleburg, FL 32068**

Total Building Enrollment: 644, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$14,120.00	\$12,708.00	\$12,708.00
i-Ready Learning Teacher Toolbox Access Math Per Site 501-800 students 1 Year	Multiple	28270.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Math Fluency Grade 2-5 Early Access	Multiple	33590.0	644	\$3.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$16,176.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,176.00

**Clay County District Schools 900 Walnut St, Green Cv Spgs, FL 32043**

Total Building Enrollment: 25038, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Session (up to 6 hours) AY 24-25	Multiple	38557.0	8	\$2,200.00	\$2,200.00	\$17,600.00
Subtotal:						\$17,600.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$17,600.00

Total			
		List Total:	\$638,258.00
		Savings:	\$166,611.50
		Merchandise Total:	\$471,646.50
		Voucher/Credit:	\$0.00
		Estimated Tax:	\$0.00
		Estimated Shipping:	\$0.00
		<b>Total:</b>	<b>\$471,646.50</b>

Special Notes	
<p><b>All i-Ready purchases require professional development.</b></p> <p>15% Blended Learning Discount applied to Toolbox contingent upon purchase of i-Ready.</p> <p>10% discount applied to i-Ready based on scope of quote.</p> <p>Please make PO out to Curriculum Associates.</p>	

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

Y29

# Curriculum Associates

## Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).

# Curriculum Associates®

## Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

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## Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

### Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account  
Management



Professional  
Development



Educational  
Consultants



Achievement  
Analytics



Technical  
Support

### Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



# Curriculum Associates®

## Placing an Order

Email: [Orders@cainc.com](mailto:Orders@cainc.com)  
Fax: 1-800-366-1158  
Mail:  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.  
Please attach quote to all signed purchase orders.  
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at [invoices@cainc.com](mailto:invoices@cainc.com) or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



# Curriculum Associates, LLC Price Quote - Q-42579

Attachment A-2

Version: 1

Quote Date: 2/15/2024

Quote Expiration Date: 8/1/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Representative: Susy Garcia

Email: [susy.garcia@ellevationeducation.com](mailto:susy.garcia@ellevationeducation.com)

Phone: 617-307-5755

Address: 153 Rangeway Road,  
North Billerica, MA 01862

Start Date: 7/1/2024

Customer: School District of Clay County, FL

Contact Name: Ryan Widdowson

Email: [ryan.widdowson@myoneclay.net](mailto:ryan.widdowson@myoneclay.net)

Phone: (904) 284-6500

Address: 900 Walnut Street,  
Green Cove Springs, FL 32043

End Date: 6/30/2025

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation	1,510	\$15.50	\$23,405.00
Subscription Total:			\$23,405.00

## Services Fees

Services Total: \$0.00

## Total Investment - Q-42579

Grand Total: \$23,405.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).



Curriculum Associates, LLC Price Quote - Q-45952

Version: 1  
Quote Date: 2/15/2024  
Quote Expiration Date: 8/1/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC	Customer: School District of Clay County, FL
Representative: Susy Garcia	Contact Name: Ryan Widdowson
Email: susy.garcia@ellevationeducation.com	Email: ryan.widdowson@myoneclay.net
Phone: 617-307-5755	Phone: (904) 284-6500
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: 900 Walnut Street, Green Cove Springs, FL 32043
Start Date: 7/1/2024	End Date: 6/30/2025

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Strategies	1,510	\$15.50	\$23,405.00
Subscription Total:			\$23,405.00

Services Fees

Product	Quantity	Unit Price	Total Fees
Online Training Hour	5	\$1,250.00	\$6,250.00
Strategies Data/Implementation	1	\$3,510.75	\$3,510.75
Services Total:			\$9,760.75

Total Investment - Q-45952

Grand Total:	\$33,165.75
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Invoicing Schedule: Up Front, In Full      Payment Term: Net 30      Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/5/2024

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 233 West Central St Natick MA 01760	I cT Marisa Coooola O'Malley r.a N.J., 8:00- 781-309-9482   r Not: 781-586-7763 I AJ ss: MCoooolaOMallevtroeasteminsurance.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Comoanv</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER D : Westchester Sumlur Lines Insurance Co</td> <td>10172</td> </tr> <tr> <td>INSURER E : Rated Bv Multiole Comoanies</td> <td>914</td> </tr> <tr> <td>INSURERF:</td> <td></td> </tr> </table>	INSURER A: Hartford Fire Insurance Co	19682	INSURER B : Trumbull Insurance Comoanv	27120	INSURER C: Hartford Casualty Ins Co	29424	INSURER D : Westchester Sumlur Lines Insurance Co	10172	INSURER E : Rated Bv Multiole Comoanies	914	INSURERF:	
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INSURER D : Westchester Sumlur Lines Insurance Co	10172												
INSURER E : Rated Bv Multiole Comoanies	914												
INSURERF:													
<b>INSURED</b> Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862	257957												

## COVERAGES

CERTIFICATE NUMBER: 1267090332

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POUCYEFF (MM/DD/YYYY)	1/1/2025	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE OCCUR Abuse & Molestat \$1M Occ/\$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY T LOC OTHER:		08UUNBA6769	1/1/2024	1/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		08UENBA7382	1/1/2024	1/1/2025	IE t f SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ rp : RAMAGE \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> OCCUR EXCESS LIAB CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTIONS in		08XHUBA6907	1/1/2024	1/1/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) g fc tp8 PERATIONS below	NIA	08WBAE7J6L	1/1/2024	1/1/2025	E L EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Each Claim/Agg Prof/Cyber Deductible \$5M/\$5M \$250,000/\$250,000
D	Professional Liability & Cyber Liability		F15306580005	1/1/2024	1/1/2025	

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

School Board of Clay County and Clay County District Schools are named as Additional Insured for General Liability Policy when required by written contract

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**c3t:li:7\***

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# STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School Board of Clay County  
and  
Curriculum Associates, LLC

Provider Name

Version: 1r7

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*This document may only be used by A4L Community members and may not be altered in any substantive manner.*



## STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School Board of Clay County  
and  
Curriculum Associates, LLC

\_\_\_\_\_  
Provider Name

Version: 1r7

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*This document may only be used by A4L Community members and may not be altered in any substantive manner.*



This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

School Board of Clay County, located at 900 Walnut Street, Green Cove Springs, FL 32043  
(the “**Local Education Agency**” or “**LEA**”)

And Curriculum Associates, LLC located at 153 Rangeway Rd, North Billerica, MA 01862 (the “**Provider**”).  
Provider Name Street, City, State

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check Box if Required**
  - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)
  - ☒ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Ethan Caren Title: Director of Information Services  
Address: 900 Walnut Street, Green Cove Springs, FL 32043  
Phone: 904-336-9603 Email: ethan.caren@myoneclay.net

The designated representative for the Provider for this DPA is:

Name: Legal Department Title: \_\_\_\_\_  
Address: 153 Rangeway Rd, North Billerica, MA 01862  
Phone: (800) 225-0248 Email: customercontracts@cainc.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA, School Board of Clay County

By: Ethan R. Caren Date: 04/01/2024

Printed Name: Ethan Caren

Title/Position: Director of Information Services

Curriculum Associates, LLC

Name of Provider

By: JH2 LLC Date: 3/27/2024

Printed Name: Jordan Meranus Title/Position: Ellevation - Division CEO

## STANDARD CLAUSES

Version 1.0

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.



3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit “H”, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit “H” will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

Provider's Ellevation educational software offers three main cloud-based software solutions. The Ellevation Platform, our data and instructional planning solution, is a comprehensive EL program management tool that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Ellevation Strategies®, our teacher capacity solution, offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELs acquire language while mastering grade-level content. Ellevation Math®, our academic language solution, develops the academic language of students in math by front-loading key vocabulary concepts within the context of a math problem.

In addition to our software subscriptions, Ellevation offers a suite of training solutions designed to ensure our partners maximize the value and benefits of our products. We offer a range of synchronous and asynchronous training options, including on-demand videos, online workshops, and in-person trainings.



**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: staff ID; staff email; staff name; staff school assignment	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>



**EXHIBIT “C”****DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"****DIRECTIVE FOR DISPOSITION OF DATA**

School Board of Clay County      Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

---

**Categories of data**

Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Describe here or attach special instructions

**3. Schedule of Disposition**

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

**4. Signature**

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Authorized Representative of LEA

---

Date

**5. Verification of Disposition of Data**

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Authorized Representative of Provider

---

Date



**EXHIBIT "E"****GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Clay County District Schools ("Originating LEA") which is dated \_\_\_\_\_ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

customercontracts@cainc.com

Curriculum Associates, LLC

**Name of Provider**

BY: Q H 2 LLC Date: 3/27/2024

Printed Name: Jordan Meranus Title/Position: Ellevation - Division CEO

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School Board of Clay County (Originating LEA) and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT “F”****DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks****2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider.

## Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input checked="" type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G"****Supplemental SDPC State Terms for [State]**Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

- 1) An operator may not knowingly do any of the following:
  - a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
  - b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
  - c) Share, sell, or rent a student's information, including covered information ....
- 2) An operator shall do all the following:
  - a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
  - b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
  - c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.



**EXHIBIT "H"****Additional Terms or Modifications**

Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

(This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None." 618-1/4715859.1)

**1. Article IV, Paragraph 4 is amended to read as follows:**

**No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to ~~aggregate summaries of~~ De-Identified ~~information~~ Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

**2. Article IV, Paragraph 5 is amended to read as follows:**

**De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless ~~(a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.~~ Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

**3. Article IV, Paragraph 6 is deleted in its entirety and replaced with the following:**

**Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. ~~Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice.~~ The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3 or data which may have been created and archived for disaster recovery purposes, which backup data shall be destroyed pursuant to Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a "Directive for Disposition of Data" form to Provider, a copy of which is attached hereto as Exhibit "D". If the LEA and Provider employ Exhibit "D", no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

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This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

School Board of Clay County, located at 900 Walnut Street, Green Cove Springs, FL 32043  
(the “**Local Education Agency**” or “**LEA**”)

And Curriculum Associates, LLC located at 153 Rangeway Rd, North Billerica, MA 01862 (the “**Provider**”).  
Provider Name Street, City, State

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check Box if Required**
  - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)
  - ☒ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.



The designated representative for the LEA for this DPA is:

Name: Ethan Caren Title: Director of Information Services  
Address: 900 Walnut Street, Green Cove Springs, FL 32043  
Phone: 904-336-9603 Email: ethan.caren@myoneclay.net

The designated representative for the Provider for this DPA is:

Name: Legal Department Title: \_\_\_\_\_  
Address: 153 Rangeway Rd, North Billerica, MA 01862  
Phone: (800) 225-0248 Email: customercontracts@cainc.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA, School Board of Clay County

By: *Ethan R. Caren* Date: 04/01/2024

Printed Name: Ethan Caren

Title/Position: Director of Information Services

Curriculum Associates, LLC

Name of Provider

By: *Jordan Meranus* Date: 3/27/2024

Printed Name: Jordan Meranus Title/Position: Ellevation - Division CEO

## STANDARD CLAUSES

Version 1.0

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

**Exhibit “H”**, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit “H”** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.



9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

Provider's Ellevation educational software offers three main cloud-based software solutions. The Ellevation Platform, our data and instructional planning solution, is a comprehensive EL program management tool that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. Ellevation Strategies®, our teacher capacity solution, offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELs acquire language while mastering grade-level content. Ellevation Math®, our academic language solution, develops the academic language of students in math by front-loading key vocabulary concepts within the context of a math problem.

In addition to our software subscriptions, Ellevation offers a suite of training solutions designed to ensure our partners maximize the value and benefits of our products. We offer a range of synchronous and asynchronous training options, including on-demand videos, online workshops, and in-person trainings.

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**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>



Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: staff ID; staff email; staff name; staff school assignment	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

**EXHIBIT “C”****DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.



**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"****DIRECTIVE FOR DISPOSITION OF DATA**

School Board of Clay County      Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

---

**Categories of data**

Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Describe here or attach special instructions

**3. Schedule of Disposition**

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

**4. Signature**

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Authorized Representative of LEA

---

Date

**5. Verification of Disposition of Data**

---

Authorized Representative of Provider

---

Date

**EXHIBIT "E"****GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Clay County District Schools ("Originating LEA") which is dated \_\_\_\_\_ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

customercontracts@cainc.com

Curriculum Associates, LLC

**Name of Provider**

BY:  Date: 3/27/2024

Printed Name: Jordan Meranus Title/Position: Ellevation - Division CEO

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School Board of Clay County (Originating LEA) and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT "F"****DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks****2/24/2020**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

## Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input checked="" type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G"****Supplemental SDPC State Terms for [State]**Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

- 1) An operator may not knowingly do any of the following:
  - a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
  - b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
  - c) Share, sell, or rent a student's information, including covered information ....
- 2) An operator shall do all the following:
  - a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
  - b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
  - c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

**EXHIBIT "H"****Additional Terms or Modifications**

Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

(This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None." 618-1/4715859.1)

1. The first WHEREAS CLAUSE on page 2 is amended to add "relating to its Ellevation Platform" after "digital services".

2. Article IV, Paragraph 4 is amended to read as follows: No Disclosure: Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

3. Article IV, Paragraph 5 is amended to read as follows: De-identified Data: Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any party unless that party agrees in writing not to attempt re-identification. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

4. Article IV, Paragraph 6 is amended to read as follows: Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. For clarification, the LEA shall have thirty (30) days following termination or expiration of the Service Agreement to provide Provider with a written request for a one-time, delimited file export of its data via SFTP. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Section II 3 or data which may have been created and archived or disaster recovery purposes, which backup data shall be destroyed pursuant to



Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a "Directive for Disposition of Data" form to Provider, a copy of which is attached hereto as Exhibit "D". If the LEA and Provider employ Exhibit "D", no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

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# Curriculum Associates

2023 / 2024

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Jan 19, 2024

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We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above-named product or service.

Please let us know if you have any questions. Our contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "Teddy Rice".

Teddy Rice  
President and Co-Founder  
Ellevation Education  
50 Milk Street, Floor 20  
Boston, MA 02109  
[sales@ellevationeducation.com](mailto:sales@ellevationeducation.com)

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C10 - Affiliation Agreement between Clay County District Schools and University of Central Florida (UCF)

#### **Description**

This agreement is between Clay County District Schools and University of Central Florida for UCF students to participate in field and clinical experiences under the direction of a qualified mentor educator in Clay County schools.

#### **Gap Analysis**

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

#### **Previous Outcomes**

Clay County District Schools currently has active agreements with 22 Colleges/Universities, and does not have a current agreement with UCF. This agreement would allow teacher candidates from UCF to be placed in Clay.

#### **Expected Outcomes**

Placement of teacher candidates provides real-world experiences to better prepare them for the rigors of teaching in the Prek-12 educational setting. UCF is currently requesting the placement of 1 student, and this agreement will allow for future interns to be placed over the duration of the contract period.

#### **Strategic Plan Goal**

Goal 2: Talent Recruitment, Development, and Retention

Strategy 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

#### **Recommendation**

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

#### **Contact**

Roger Dailey, Chief Academic Officer, 904.336.6904 [roger.dailey@myoneclay.net](mailto:roger.dailey@myoneclay.net)

#### **Financial Impact**

\$0

#### **Review Comments**

#### **Attachments**

📎 [240141 UCF Teacher Internship.pdf](#)



# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240141**

Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE:

**4/4/2024**

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: 02/20/2024

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: University of Central Florida - School of Teacher Education

Contract Title: University of Central Florida Student Teacher Internship Agreement

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: In effect for the remainder of the school year: End date 06/30/2024

Renewal Option(s): Option to renew for the 2024-25 school year if mutually agreed upon.

Contract Cost: \$0

☐ **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)

**RECEIVED**

By Elaine at 3:38 pm, Feb 22, 2024

### \*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\*

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	No cost
Review Date <b>REVIEWED</b> By Bertha Staefe at 4:11 pm, Mar 04, 2024	
School Board Attorney JPS	Approved.
Review Date 3/7/24	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	DATE: _____



## STUDENT TEACHER INTERNSHIP AGREEMENT

This Student Teacher Agreement (the "Agreement") is hereby entered into this 4th day of April, 2024 ("Effective Date") by and between the School Board of Clay County, Florida ("District") and the University of Central Florida Board of Trustees, for the benefit of the UCF School of Teacher Education (the "University").

### RECITALS

WHEREAS, the District recognizes the importance of assisting in the educational development of student teachers and is willing to make its premises available for such purposes; and

WHEREAS, the University wishes to provide its education students with internship teaching experience at the elementary, middle, and/or high school levels as part of the completion of their respective academic program.

NOW, THEREFORE, in addition to the foregoing recitals, the parties agree to the following:

### **I. Definitions:**

The following definitions shall apply to this Agreement:

A. "Intern Teacher" shall refer to a student enrolled in the University's educational program who needs student teaching experience to complete his/her degree.

B. "Supervising Teacher" shall refer to the instructional employee of the District who serves as the instructional leader in the classroom to which the Intern Teacher has been assigned.

C. "Clinical Supervisor" is that person who, as a faculty member of the University, shall be designated by the University to monitor the clinical progress of the Intern Teacher during the course and scope of the internship assignment.

D. "Student Teaching" shall refer to the active participation by an Intern Teacher in the day-to-day duties and responsibility of classroom teaching under the direct supervision of a Supervising Teacher and the Clinical Supervisor.

### **II. General Provisions:**

A. The selection of Supervising Teachers shall be undertaken and determined by the school principal of the school where the Intern Teacher shall be assigned to teach under the overall oversight and approval of the District Superintendent. Supervising Teachers must meet qualification guidelines for state-approved initial teacher certification

programs, as outlined in F.S. 1004.04.

B. Intern Teachers recommended for review by the University shall be subject to appropriate District academic and criminal background screening requirements before commencing. This shall include, if need be, the completion of an on-line application and the

Teacher Insight Survey. Fingerprinting and any other screening costs shall be borne by the University or by the student if so determined by the University.

C. Intern Teachers are not District employees and thus will not be compensated by the District nor will they be eligible for any fringe benefits or statutory rights attendant to employees.

### **III. District Responsibilities:**

A. The District shall provide each participating Intern Teacher with teaching experience in a District school and within classes in the appropriate area of anticipated certification. This shall be done under the direction of a certified Supervising Teacher who shall work with the Intern Teacher in conjunction with the University's Clinical Supervisor.

B. The District shall allow the Clinical Supervisor on-going access to the host school and classroom of the participating Intern Teacher for the specific purpose of observing the Intern Teacher. The Clinical Supervisor shall also be provided with the opportunity to consult with the Supervising Teacher on an ongoing basis in order to evaluate the Intern Teacher's work performance and progress.

C. The District may refuse to accept, or may terminate, any Intern Teacher assigned to the District for Student Teaching based upon a good faith determination that the Intern Teacher is not meeting performance, professional standards and/or expectations, or is deemed otherwise unfit to commence or continue teaching in the classroom. Such refusal will be made in writing to the University.

D. The District shall provide the University through the Clinical Supervisor and the Intern Teacher, with all District policies and procedures to which the Intern Teacher is expected to adhere during the course and scope of the Intern Teacher's assignment with the District.

E. The Supervising Teacher shall provide the Intern Teacher and the Clinical Supervisor evaluative written feedback of the Intern Teacher's performance on a weekly basis or as otherwise agreed to in consultation with the Clinical Supervisor.

F. The Intern Teacher shall be permitted to observe and/or participate in team meetings and school based professional growth opportunities during the course and scope of the Intern Teacher's assignment with the District.

### **IV. University Responsibilities:**

A. University shall be responsible for monitoring and evaluating individual Intern Teacher progress as well as curriculum planning, admission, administration, matriculation requirements, and other issues required by its academic program.

B. The University shall appoint a Clinical Supervisor who shall observe Intern Teachers in the classroom. The Clinical Supervisor will assess the candidate's progress towards mastery of teaching competencies. The Clinical Supervisor may request the District to assist an Intern Teacher in a particular area of anticipated need and competence. The District will review such request to see if feasible to undertake.

C. The University shall be responsible for the overall final evaluation of the Intern Teacher for his/her academic program upon receipt and review of the Supervising Teacher's evaluative reports and feedback.

D. The University shall provide the above certificates of insurance to the District prior to any intern being allowed in the schools.

E. The District does not furnish workers' compensation insurance for Intern Teachers. It is understood that Intern Teachers are not employees of the District.

#### **V. Final Provisions:**

A. This Agreement shall become effective on the date hereof and shall continue for the remainder of the school year. It shall be renewed upon mutual agreement of the parties for the next school year unless otherwise terminated.

B. The District acknowledges that the education records of Teacher Interns assigned to the district are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 123g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of educational records concerning any Intern Teacher assigned to the District under this Agreement.

C. Both Parties hereto mutually agree, and it is hereby understood, that each Party, as an instrumentality and/or subdivision of the State of Florida, is governed by section 768.28, Florida Statutes, regarding any claims for personal injury or property damage, and as such is only liable or responsible to the extent and limit provided therein.

D. The parties hereto may terminate this Agreement upon ninety (90) day advance written notice to one another.



SCHOOL BOARD OF CLAY COUNTY

UNIVERSITY OF CENTRAL FLORIDA

\_\_\_\_\_  
By: Ashley Gilhousen

\_\_\_\_\_  
By:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Legal Content Approved:  
\_\_\_\_\_

DRAFT



DEPARTMENT OF FINANCIAL SERVICES

*Division of Risk Management*

STATE RISK MANAGEMENT

TRUST FUND

Policy Number: GL-0221 General Liability  
Certificate of Coverage

Name Insured: University of Central Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2023

Expiration Date: July 1, 2024

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C11 - Library Media Services Manual

#### Description

The Library Media Services Manual provides information regarding the implementation of state and local policies related to CCDS libraries. The manual serves as a tool for the purpose of standardization of procedures for school and district level staff responsible for libraries.

It is important for library personnel to be familiar with the procedures, and guidelines applicable to CCDS libraries. Contents of this document are based on: 1. Current regulations, 2. State and County policies, and 3. Standardized procedures.

#### Gap Analysis

Adopting the 2024 Library Media Services Manual ensures Clay County meets the requirements of the Statutes and Regulations regarding library services.

#### Previous Outcomes

The previous manual was approved by the board.

#### Expected Outcomes

The manual will provide clear responsibilities for school and district library personnel.

#### Strategic Plan Goal

GOAL 1:1: Strengthen our high-quality instructional system through increased alignment to state standards, with an emphasis on literacy.

#### Recommendation

That the School Board approve the Library Media Services Manual.

#### Contact

Roger Dailey, Chief Academic Officer, [roger.dailey@myoneclay.net](mailto:roger.dailey@myoneclay.net)

#### Financial Impact

#### Review Comments

#### Attachments

🔗 [Library Media Services Manual May 2024 \(Draft\) \(1\).pdf](#)



DRAFT

# Clay County District Schools

Green Cove Springs, Florida

David Broskie  
Superintendent of Clay County District Schools



## Library Media Services Manual

Including a description of state and district policy regarding selection, funding and allocation of media and library materials.

### Clay County District Schools Board Members:

Erin Skipper, District 1  
Mary Bolla, District 2  
Beth Clark, District 3  
Michele Hanson, District 4  
Ashley Gilhousen, District 5

May 2024

DRAFT

## TABLE OF CONTENTS

<b>Preface</b>	<b>1</b>
<b>Statutes, Guidelines and Standards</b>	<b>1</b>
<b>State Library Media Training</b>	<b>1</b>
<b>Copyright</b>	<b>1</b>
<b>Personnel Responsible for Selection</b>	<b>2</b>
<b>Collection Development</b>	<b>2</b>
<b>Selection Criteria</b>	<b>2</b>
<b>School Library Media Advisory Committee</b>	<b>4</b>
<b>Comprehensive Plan</b>	<b>4</b>
<b>Inventory/End of Year Procedures</b>	<b>4</b>
<b>Weeding Overview</b>	<b>5</b>
<b>Discard Process/Surveying Equipment</b>	<b>6</b>
<b>Collection Access for Students</b>	<b>6</b>



# Library Media Services

## Clay County District Schools

### Preface

The Library Media Services Procedure Manual is designed to be a guide for library media staff throughout the county. It provides a guideline for school faculty and staff to refer to with questions about the CCSD library services.

The primary objective of the library media center is to implement, enrich, and support the educational program of the school. The library media center shall provide a wide range of materials on all levels of difficulty, with diversity of appeal, and with the representation of different points of view.

The Library Media Services Policy Manual will be reviewed annually by the School Board.

### Statutes, Guidelines and Standards

Florida Statute 1006.28 (1) (d)

(d) *School library media services; establishment and maintenance.*—Establish and maintain a program of school library media services for all public schools in the district, including school library media centers, or school library media centers open to the public, and, in addition such traveling or circulating libraries as may be needed for the proper operation of the district school system. Upon written request, a school district shall provide access to any material or book specified in the request that is maintained in a district school system library and is available for review.

### State Library Media Training

In 2022, section 1006.29 (6) was amended by House Bill 1467 to require the Department of Education to develop an online training program for librarians, media specialists and other personnel involved in the selection and maintenance of library collections and materials on reading lists. Beginning January 1, 2023 this training must be taken annually by such persons before reviewing and selecting library materials.

No later than July 1, 2023, and annually thereafter, each superintendent must certify that all school librarians and media specialists employed by the district have completed the online training program.

### Copyright

Infringement of copyright protection is a violation of federal law. The CCDS complies with all federal copyright laws. **It is the responsibility of each principal and library media specialist to inform the faculty and staff of current copyright laws concerning print and non-print materials.** The library media specialist should document annually how the information has been presented to the school. The library media specialist is not a “copyright policeman.” Enforcement of copyright is the administrator’s responsibility.



# Library Media Services

## Clay County District Schools

### Personnel Responsible for Selection

HB 1467 signed by the Governor on March 25, 2022 and became effective on July 1, 2022 requires that each material in a school library or assigned school- or grade-level reading list be selected by a certified educational media specialist who holds a valid educational media specialist certificate, regardless of whether the book was purchased, donated, or otherwise made available to the students.

Beginning January 1, 2023, each school district shall provide training to school librarians, and media specialists, and other personnel; involved in the selection of school district library materials must complete the training program developed pursuant to s. 1006.29(6) before reviewing and selecting.

School principals are responsible for overseeing compliance with school district procedures for selecting school library media center materials at the school to which they are assigned.

### Collection Development

Library collection development can be defined as “the ongoing process of systematically building high-quality print and non-print information resources to meet the informed needs of a particular district or school.” Collection development primarily focuses on the acquisition of print, non-print, and other library materials by a trained librarian or school library media specialist for school staff, students and community stakeholders.

The library media collection is developed in accordance with the district's educational media materials selection policy and Florida statute 1006.28.

Each elementary school must publish on its website, in a searchable format prescribed by the department, a list of all materials maintained in the school library media center.

#### Three Goals of Collection Development

1. A good collection development policy provides guidelines for the selection of materials for the library that are balanced. Examples of a balanced collection include fiction, nonfiction and the inclusion of opposing viewpoints.
2. Collection development also provides guidelines for retention, preservation, and archiving of materials.
3. Collection development policies describe the ongoing process for removal of inappropriate materials including the regular removal or discontinuation of books based on criteria provided in s. 1006.28(2)(d), F.S.

### Selection Criteria

Materials should be selected by certified educational media specialist considering recommendations from school community stakeholders and reputable, professionally recognized reviewing periodicals. These materials should support the school's curriculum and contribute to the learning goals of teachers and students. Selections should include a wide variety of materials, both print and non-print.





# Library Media Services

## Clay County District Schools

No library material shall be used, distributed, or made available to students if it contains content that can meet the requirements found in the “harmful to minors” statute. Districts should err on the side of caution with regards to material that is potentially harmful to minors and in violation of s. 847.012, Florida Statutes.

The material selection procedures for developing library media center collections noted below must be posted on the website for each school within the district.

All library media centers share three basic goals:

- To meet the needs of reader interest
- To support the state academic standards and aligned curriculum
- To support the academic needs of students and faculty

Book and media selections must meet the criteria in s. 1006.40(3)(d):

- Free of pornography and material prohibited under s. 847.012
- Suited to student needs and their ability to comprehend the material presented
- Appropriate for the grade level and age group for which the materials are used or made available

Media considered for purchase are judged on the basis of the following criteria:

- Purpose – overall purpose and its direct relationship to instructional objectives and/or the curriculum
- Reliability – accurate, authentic
- Quality – writing and/or production of merit
- Treatment – clear, comprehensible, skillful, convincing, well-organized
- Technical production – aurally and visually appealing, well-crafted, up-to-date
- Construction – durable, manageable, functional, attractive, well-packaged, safe
- Special features – useful illustrations, photographs, maps, graphics, charts, graphs, documentation, sound, user-friendly
- Possible uses – individual, small and large group instruction, in-depth study

When choosing materials for the library media center, choose materials that are age appropriate by taking into consideration the ages, grade-levels, levels of maturity, reading levels and special curricular needs and programs of your school or district. Materials should reflect all levels of abilities from struggling readers through those that are advanced. Special curricular needs may include materials for English language learners, gifted learners, and schools that may have specialized programs such as technology magnets, and advanced programs.

Section 1006.28(2)(d)2, F.S., states that the consultation of reputable, professionally recognized reviewing periodicals and school community stakeholders is required. Consultation with stakeholders and professional periodicals can provide information helpful to ensure the selection criteria set out in statute, rule, and policy are met.



# Library Media Services

## Clay County District Schools

### School Library Media Advisory Committee

It is recommended that a School Library Media Advisory Committee be established. The members of this committee will receive instruction annually by the library media specialist and meet at least twice a year.

This committee may consist of:

- Principal or principal's representative
- Media specialist(s)
- Teachers – at least one per grade level/department
- Parent of a student at the school (Minimum of one)
- Students (when appropriate).

The School Library Media Advisory Committee's activities may include:

- Assisting with book fairs and other community activities that strengthen or promote the media program
- Review and make recommendations on challenged materials and resources
- Providing leadership in collaborative teaching
- Promoting resource-based learning
- Soliciting purchasing recommendations from other teachers and students
- Consulting recommended selection tools
- Recommending purchase priorities in light of available funds using District guidelines

### Comprehensive Plan

Every library media specialist should make plans for the library media center for the upcoming year. A written comprehensive plan is an effective way to show the principal, staff, and School Improvement Committee the needs of your media center.

This plan should include goals, objectives, an action plan, and evaluation. Items which could be included are the addition of networked computers for student/teacher use, maintenance of state standards for library materials, replacement of worn or broken equipment, addition of new technologies, professional development activities, etc.

This plan should be written and shared with the principal before the principal begins planning for the school's budget year. One copy of your plan should be discussed with your principal and one copy should go to the District Instructional Media Services Specialist. The Comprehensive Plan will be completed annually in the Spring.

### Inventory/End of Year Procedures

A complete and accurate inventory of all materials and equipment must be taken each school year and recorded. The library media specialist and the media technical assistant, along with library media volunteers, are responsible for conducting this inventory. Clay County District Schools requires an inventory report to be submitted to the District Instructional Media Services Specialist and the local designated school administrator.



# Library Media Services

## Clay County District Schools

Inventories will be started at the beginning of each school year by the District Instructional Media Services Specialist. School media specialists will need to notify the District Instructional Media Services Specialist of completion of the inventory in order for it to be finalized.

Required by Florida State Statutes, completing an inventory:

- Helps assure appropriate selections by identifying weak areas or gaps in the collection
- Helps assess the extent to which students and teachers are provided a wide variety of resources suitable to different learning styles and curriculum areas
- Helps identify resources that need minor repairs or those that should be discarded (physical condition, outdated or inaccurate materials, duplicate copies)
- Assists Clay County District Schools and the Florida Department of Education in assessing the current status of media collections in the schools and in relating to the legislature the need for financial resources
- Serves as documentation for insurance purposes in case of a disaster.

All items owned by the school, barcoded with Follett Destiny-compatible barcodes, housed in the library media center or other school location must be inventoried and accounted for.

## Weeding Overview

Weeding (also known as deselection) is an essential part of collection development; weeding ensures that the library media center materials are current, useful, and accessible. All library media centers are limited by the amount of space available to house materials; weeding is a continuous evaluation of resources intended to remove items that are worn out or no longer useful from the collection. Media centers provide for the regular removal; or discontinuance of books based on, at a minimum, physical condition, rate of recent circulation, alignment to state academic standards and relevancy to curriculum, and out-of-date content.

Weeding (also known as deselection) is an essential part of collection development; weeding ensures that the library media center materials are current, useful, and accessible. All library media centers are limited by the amount of space available to house materials; weeding is a continuous evaluation of resources intended to remove items that are worn out or no longer useful from the collection.

Media centers provide for the regular removal; or discontinuance of books based on, at a minimum:

- Outdated content
- Circulation Data
- Age appropriateness of material for the school community
- Information that is biased, racist, or sexist
- Relevance of the material to the needs and interests of students and staff
- Availability of an updated copy of the material
- Multiple copies of the same title and circulation data
- Availability as an online database
- Physical condition of the material



# Library Media Services

## Clay County District Schools

### Discard Process/Surveying Equipment

The final decision to discard materials from the library media collection is made by the media specialist. Weeded materials must be physically removed from the library media center collection.

Teachers may choose any discarded materials for special classroom collections if the information in the text is accurate and the material is appropriate. Any materials to be discarded should be boxed, marked as discarded library books and placed with discarded textbooks at your school.

[Disposal of Instructional Materials: Florida Statute 1006.41](#)

When a piece of equipment is damaged beyond repair or is outdated and no longer serves a viable purpose in the instructional program, it may be surveyed. Contact the property administrator in your school before you survey equipment.

### Collection Access for Students

As parents are the ultimate decision maker for their child(ren), CCDS strongly supports a parent's right to determine titles that are appropriate or inappropriate for their child to read. At the start of each school year, parents must decide if their child has permission to check out titles from the school's collection. Parents can also elect to receive a daily email in order to remain updated on their child's library activity.

CCDS recognizes that each family views book subject matter and content differently. Book titles vary in subject matter and content. To ensure that parents approve of their child accessing titles with more mature content, titles flagged as mature will require parents to select the Unlimited Library Access option on the Secondary Library Book Access Level form. The Board approved community standards are to help ensure that parents are able to make more fully informed decisions about what their student is reading and is considered appropriate by each parent.

- General access: General Access provides access to check out library books excluding titles that may be flagged Parental Advisory Status. This access level serves as the default pending parental selection of other options.
- Unlimited access: This option allows secondary students unlimited access to all materials in the library, including the secondary books that may be flagged as Parental Advisory Status.
- Limited access: Provides parents with the ability to limit their child's access to certain books in the library.
- No access: Student is prohibited by their parent(s) from checking out books from the library.
- Daily Emails: A parent may opt to receive daily afternoon emails listing materials checked out by their student.

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

**Title**

C12 - Proclamation of Mental Health Month May 2024

**Description**

The world around us is ever changing and it is important that we prioritize our mental health and recognizes the importance of coordinated mental health services in promoting the academic success of our students.

**Gap Analysis****Previous Outcomes****Expected Outcomes**

The citizens of Clay County will recognize and further support coordinated mental health services that support children, youth, young adults, and families.

**Strategic Plan Goal**

Goal 4: Safe and Positive Learning Environment

Strategy 1: Enhance supports surrounding student mental health and wellness.

**Recommendation****Contact**

Laura Fogarty 904-336-6513 [laura.fogarty@myoneclay.net](mailto:laura.fogarty@myoneclay.net)

**Financial Impact**

None

**Review Comments****Attachments**

📎 [2024 Mental Health Awareness Month Proclamation.pdf](#)

# SCHOOL BOARD OF CLAY COUNTY, FLORIDA

PROCLAMATION # 24-21

## Mental Health Awareness Month



***WHEREAS***, the need for comprehensive, coordinated mental health services for children, youth, young adults, and families places a critical responsibility on our community; and

***WHEREAS***, it is appropriate that Clay County District Schools dedicate a time each year to raise the awareness of mental health; and

***WHEREAS***, Clay County District Schools, through its unique approach to providing resources to students and families with mental health needs, is striving to effectively help students be more successful; and

***WHEREAS***, Clay County District Schools, encourages its citizens to participate in uniting to meet the mental health needs of children and youth in our community; and

***NOW, THEREFORE, BE IT RESOLVED***, that the School Board of Clay County, Florida, does hereby proclaim May 2024 as Mental Health Month.

***Duly adopted and approved by the School Board of Clay County, Florida, this 2nd day of May, 2024***

***ATTEST:***

---

David S. Broskie  
Superintendent of Schools  
Clay County, Florida

---

Ashley Gilhousen, School Board Chair



## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C13 - Approval to Advertise and Notice of Public Hearing 2024-2025 Student & Family Handbook and Code of Student Conduct

#### **Description**

Per statutory requirements, the 2024-2025 Code of Student Conduct is being noticed prior to its official adoption by the School Board of Clay County. The Code of Student Conduct is a policy adopted by the district that defines and describes the expected behavior of students while in the learning environment and is a guide for administrators on addressing conduct infractions through intervention and consequences.

#### **Gap Analysis**

The Code of Student Conduct is updated annually to address new statutory requirements and strengthen existing language based on a review of discipline data profiles.

#### **Previous Outcomes**

The Code of Conduct was enforced with fidelity by each school.

#### **Expected Outcomes**

By publicly advertising this revised version of the Student Handbook and the Code of Student Conduct per statutory regulation, the District will continue its cycle of compliance with the Florida Department of Education and allow for public input on the practices and procedures related to student rights and responsibilities as well as how the District handles student misbehavior while in the learning environment.

#### **Strategic Plan Goal**

Goal: Goal 4 Strengthen the overall physical and emotional environment to foster an environment of safety and belonging for students, staff, and all stakeholders.

Strategy: 4.2: Develop systems and processes that focus on developing the whole child. Cultivate and sustain resilience, respect and positive behavior through the training and implementation of student-centered, evidence-based practices.

#### **Recommendation**

That the Clay County School Board will approve the advertisement of the 2024-2025 Student Handbook and Student Code of Conduct, and set the public hearing for June 6th, 2024.

#### **Contact**

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

#### **Financial Impact**

None

#### **Review Comments**

#### **Attachments**

☞ [Summary of Changes - 24\\_25 Code of Conduct.pdf](#)

☞ [Board Redline Copy - 2024\\_2025 - CCDS Student and Family Handbook and Code of Student Conduct.pdf](#)

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# Summary of Changes

## 2024-2025 Student Code of Conduct

The following is a summary of updates and revisions to the student code of conduct.

- **Entire Document** - Dates updated to reflect current year.
- **Entire Document** - Will be justified and pages assigned once finalized.
- **Entire Document** - Section and subsection numbers assigned for ease of reference.
- **Table of Contents** - Changes/Addition of sections and pages updated. Additional sections added to highlight added procedures/information. Page numbers will be adjusted once the deleted portions are removed.

<b>Section 1 - Introduction</b>	
<b>1.1 - Superintendent's Message</b> (pg 3)	Updated
<b>Section 2 - Mission, Vision, and Philosophy</b>	
<b>Our Philosophy</b> (pg 5)	Removed misleading language
<b>Section 3 - Student Rights and Responsibilities</b>	
<b>3.6 - Student Publications</b> (pg 8)	Moved statement to appropriate place
<b>3.8 - Role of Home, Student, and School</b> (pg 9)	Added recommended language
<b>3.9, 3.10, 3.11</b> (pg 10-11)	Moved under Rights and Responsibilities instead of being under Equal Opportunity.
<b>Section 4 - Equal Opportunity: Prevention of Discrimination, Harassment, and Bullying</b>	
<b>4.1 Notice of Non-Discrimination</b> (pg 11)	Deleted language has to do with employees and hiring practice and is found in the employee handbook.
<b>Section 5 - Attendance</b>	
<b>5.1 - Compulsory School Attendance</b> (pgs 16-17)	<ul style="list-style-type: none"> <li>• Updated language to reflect more student and parent friendly language</li> <li>• Removed language that outlines district establishment of procedures.</li> </ul>
<b>5.3 - Make-Up Work</b> (pg 18)	Moved the section to more applicable location.

<b>5.6 - Attendance Requirements for Minors to Maintain Driving Privileges</b> (pg 19)	Updated language to make it more student and parent friendly
<b>5.7 - McKinney-Vento Homeless Assistance Act</b> (pg 20)	Updated language to match statute changes.
<b>Section 6 - Student Conduct</b>	
<b>6.2 - Dress Code</b> (pg 21)	Non-Permitted Apparel - #5 added language approved/acceptable face covering
<b>6.4 - Wireless Communication Devices</b> (pgs 23-24)	<ul style="list-style-type: none"> <li>• Changed language to reflect statute changes from HB 379</li> <li>• Clarified Secondary Only permissions.</li> </ul>
<b>6.9 - Zero Tolerance Rule</b> (pg 26)	Added language about Threat Assessment Protocol
<b>Section 7 - Student Accountability, Discipline, and Misconduct</b>	
<b>7.7 - Weapons in School</b> (pg 33)	Removed authorization of weapon at school.
<b>7.10 - Discipline Action Matrix</b> (pg 35)	Matched DSP code with definition in appendix
<b>7.12 Discipline and Students with Disabilities</b> (pg 38-49)	<ul style="list-style-type: none"> <li>• Updated language to be more user friendly</li> <li>• Updated procedures to reflect current District practice and alignment to policy.</li> </ul>
<b>7.13 - Procedural Safeguards for Students With Disabilities</b> (pg 39)	Section renamed to reflect current language
<b>Section - 8 Student Safety</b>	
<b>8.1 - Threat Management Assessment</b> (pg 41)	Updated language to meet current Statute
<b>8.2 &amp; 8.3</b> (pg 41)	Added links for Fortify and Safer Watch
<b>Section 10 - Other Important Information for Families</b>	
<b>10.1 - Family Educational Rights and</b>	Added language to FERPA rights for Dual Enrollment Students

Privacy Act (FERPA) (pg 45-46)	
<b>Appendix A &amp; B: Glossary &amp; Behavior Infraction Codes</b>	
(pg 59-70)	<ul style="list-style-type: none"> <li>• Removed SEL</li> <li>• Updated <b>SESIR</b> language and terms to match state requirements.</li> <li>• Updated <b>SESIR</b> Examples and Non Examples to align with those published by the FLDOE</li> <li>• Linked All <b>SESIR</b> Events to the FLDOE <b>SESIR</b> definitions.</li> </ul>

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# **Student and Family Handbook and Code of Student Conduct 2024 – 2025**



**David S. Broskie  
Superintendent of Schools**

**CLAY COUNTY SCHOOL BOARD**

District 1: Erin Skipper  
District 2: Mary Bolla  
District 3: Beth Clark  
District 4: Michele Hanson  
District 5: Ashley Gilhousen

**Clay County District Schools**



# Table of Contents

<b>Table of Contents</b>	<b>1</b>
<b>Section 1 - Introduction</b>	<b>3</b>
1.1 - Superintendent's Message	3
1.2 - Jurisdiction of the School Board	3
<b>Section 2 - Mission, Vision, and Philosophy</b>	<b>4</b>
<b>Section 3 - Student Rights and Responsibilities</b>	<b>5</b>
3.1 - School Participation	5
3.2 - Learning Experiences and Outcomes	5
3.3 - Freedom of Speech and Expression	6
3.4 - Privacy and Property Rights	7
3.5 - Student Executive Officers	7
3.6 - Student Publications	8
3.7 - Pledge of Allegiance Notice	8
3.8 - Role of Home, Student, and School	
3.9 - Student-Led Organizations	
3.10 - Student Activities, Athletics, and Extracurricular Activities	
3.11 - Rules for Student Activities and Clubs	8
<b>Section 4 - Equal Opportunity: Prevention of Discrimination, Harassment, and Bullying</b>	<b>9</b>
4.1 - Notice of Non-Discrimination	9
4.2 - Discrimination/Harassment	11
4.3 - Sexual Harassment	12
4.4 - Bullying	12
4.5 - Reporting Discrimination, Harassment, and Bullying	13
4.5.1 - Procedures for Investigating Accusations of Harassment and Bullying	13
4.5.2 - HOPE Scholarship	14
<b>Section 5 - Attendance</b>	<b>15</b>
5.1 - Compulsory School Attendance	15
5.2 - Absences/Tuancy	16
5.3 - Make-Up Work	16
5.4 - Senior Attendance Policy	16
5.5 - Tuancy	16
5.6 - Attendance Requirements for Minors to Maintain Driving Privileges	18
5.7 - McKinney-Vento Homeless Assistance Act	19
<b>Section 6 - Student Conduct</b>	<b>19</b>
6.1 - Academic Honesty	19
6.2 - Dress Code	19
6.3 - Student Use of the Internet	21
6.4 - Wireless Communication Devices	21
6.5 - Student Conduct on a School Bus	22

<b>6.6 - Student Conduct in the Restroom</b>	23
<b>6.7 - Parking/Vehicle Rules</b>	23
<b>6.8 - Youth Gang Membership</b>	24
<b>6.9 - Zero Tolerance Rule</b>	24
<b>Section 7 - Student Accountability, Discipline, and Misconduct</b>	<b>25</b>
7.1 - Hearing Office	26
7.2 - In-School Suspension	27
7.3 - Out of School Suspension, Alternative Placement, and Expulsion	28
7.4 - Reports to Law Enforcement Agencies	30
7.5 - Investigations of Suspected Student Misconduct	31
7.6 - Tobacco, Drugs, and Alcohol	31
7.7 - Weapons In School	32
7.8 - Firearms	32
7.9 - Striking or Threatening a School Board Employee	32
7.10 - Discipline Action Matrix	33
7.11 - Category Action	36
7.12 - Discipline and Students with Disabilities	37
7.13 - Procedural Safeguards for Students With Disabilities	
7.14 - Students Charged with a Felony	39
<b>Section 8 - Student Safety</b>	<b>40</b>
8.1 - Threat Management Assessment	40
8.2 - FortifyFL - SaferWatch App	40
8.3 - Random Searches	41
8.4 - Family and Behavior Expectations	41
<b>Section 9 - Student Health</b>	<b>41</b>
9.1 - Immunization	41
9.2 - Health Services/Screenings	42
9.3 - Food Allergens	42
9.4 - Live Lice Policy	42
9.5 - Home Responsibilities for General Health Updates	44
<b>Section 10 - Other Important Information for Families</b>	<b>44</b>
10.1 - Family Educational Rights and Privacy Act (FERPA)	44
10.2 - Student Device Electronic Agreement	47
10.3 - Responsible Use Guidelines	49
10.4 - Child Abuse Reporting	50
10.5 - Use of Student Work, Video, and Photographs	50
10.6 - Social Media Guidelines	51
10.7 - Rights of Divorced Parents	52
10.8 - Parental Concerns Regarding Employees	52
10.9 - Student Surveys	
<b>Appendix A: Glossary</b>	<b>53</b>
<b>Appendix B: Behavior Infraction Codes</b>	<b>55</b>

# Section 1 – Introduction

## 1.1 – Superintendent's Message

Dear Parents and Guardians:

Clay County District Schools is firmly committed to ensuring that every student can succeed within a safe and positive learning environment. The 2023-2024 Student Code of Conduct details the expectations for student behaviors that encourage a positive learning experience for all. These skills build a foundation for students to obtain academic and personal success.

The Student Code of Conduct is the District's policy that is approved each year by the Clay County School Board. This handbook contains important information to ensure your child has a successful school year. Well-informed parents and guardians have always been our best partners in this work. I ask that you please review the Student Code of Conduct with your child, discuss the content within the handbook, and complete the acknowledgment form. Should you have any questions or concerns, I encourage you to reach out to your child's principal and they will be happy to assist with any questions regarding our policies and procedures within the handbook. As always, parental and caregiver support is crucial to student success and well-being and I thank you for your partnership as we provide an educational experience to our students that will help them grow, achieve, and reach their full potential.

Respectfully,

David Broskie

Dear Parents and Guardians:

Clay County District Schools is committed to providing an educational environment in which every student has the opportunity to reach his or her potential. The 2024-2025 Student Code of Conduct outlines the roles and responsibilities that guide student behavior in our schools. We believe that when students understand and adhere to these guidelines, they are better equipped to succeed both inside and outside the classroom.

We recognize the crucial role that parents and guardians play in reinforcing these principles at home. By reviewing the Student Code of Conduct with your child, you help ensure that they understand their rights, responsibilities and the consequences of their actions. Additionally, your support in promoting a culture of respect and safety on our school campuses is invaluable. Should you have any questions or concerns, I encourage you to reach out to your child's principal and they will be happy to assist with any questions regarding the policies and procedures within the handbook.

As always, parental and caregiver support is crucial to student success and well-being and I thank you for your partnership. Together, we can create a learning environment where all students feel safe, supported and empowered to achieve their full potential.

Respectfully,

David Broskie

Superintendent of Schools



## 1.2 – Jurisdiction of the School Board



This Handbook and all of its referenced policies and procedures is in force at all times on all school campuses and properties, as well as such times and places, including but not necessarily limited to, school sponsored events, field trips, athletic functions and other activities where school administrators have jurisdiction over students. Jurisdictional control over the student may extend to the immediate vicinity of the school when the conduct of the student is deemed to have a detrimental effect on the health, safety, or welfare of the school. With respect to bullying and harassment behavior, jurisdiction of the Board extends to data or computer software accessed at a non-school related location, activity, function, or program, or to technology or an electronic device that is not owned, leased, or used

by the Clay County District Schools.

Our primary role as School Board members is to ensure the safety of all school district members and guests, and to craft policies that reflect the spirit of our communities while also considering the future of our most precious asset – the kids. This Handbook is just one of those guides that help to make our schools great. We are honored to be given this opportunity, and look forward to the collaboration and partnership that makes Clay County a truly special place to live.

## Section 2 – Mission, Vision, and Philosophy

### Our Mission

Our mission is to work collaboratively with all stakeholders to provide a public education experience that is motivating, challenging, and rewarding for all children. We will increase student achievement by providing students with learning opportunities that are rigorous, relevant and transcend beyond the boundaries of the school walls. We will ensure a working and learning environment built upon honesty, integrity, and respect. Through these values, we will maximize student potential and promote individual responsibility.

### Our Vision

The School District of Clay County exists to prepare life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

### Our Philosophy

Instruction should occur in an environment that promotes the highest level of learning. Effective instruction requires high levels of student engagement, innovation of classroom rituals and routines, and clearly articulated behavioral expectations. This is described as the absence of distractions, frictions, and disturbances that interfere with the effective functioning of the student, class, and school. It is the presence of a friendly, student-centered environment in which students and school personnel work cooperatively toward mutually recognized and accepted goals, and in which the parent and the school develop and maintain a positive, collaborative relationship focused on what is best for the learner.

As a student progresses through the grade levels, it is reasonable to assume that an increase in age and maturity will result in the student assuming new opportunities to grow and greater responsibility for their

actions. It is recognized that differences in age and maturity require different types of opportunities and disciplinary action; while maintaining a fair and equitable system that is applied to all students in grades PreK-12.

To assist parents, administrators, and faculty in maintaining a positive learning environment, this Student & Family Handbook, along with its embedded Code of Student Conduct, will:

- Describe the role of the home, student, and school in the education of the learner.
- Describe student's rights and responsibilities as part of the learning environment.
- Describe student conduct and processes associated with student misconduct.
- Describe aspects of student health and wellness, safety and security, and other relevant information that will help lead to a positive experience for all stakeholders.

The content of this Handbook will be shared with all students, parents, faculty, and councils associated with district and school teams, in language that is understandable to the audience, **in various formats** through ~~multiple media and sensory platforms~~, and in writing when requested by an individual, to ensure that a common understanding is established for the education of our children and youth.

## Section 3 – Student Rights and Responsibilities

It is the intent of this document to help students understand that individual rights involve associated responsibilities, and that individual rights must be viewed in relationship to the health, safety, and welfare of the entire school community. The principal shall assume administrative responsibility and instructional leadership under the supervision of the Superintendent, and in accordance with rules and regulations of the School Board for planning, management, and operation of the school to which the principal is assigned. The faculty and staff shall assist in the orderly operation of the school and assure the rights of students.

### 3.1 – School Participation

Regular attendance by students will facilitate the development of the skills and knowledge necessary to function in a modern democratic society. School staff, parents, students, and appropriate state agencies are expected to work together to ensure that all applicable school attendance laws are obeyed.

Student Rights	Student Responsibilities
To be informed of School Board policies and individual school rules regarding absenteeism and tardiness.	Take advantage of their educational opportunity by attending all classes daily and on time.
To appeal a decision pertaining to an absence.	To provide the school with an adequate explanation and documentation indicating the reason for an absence.
To make up class work within a prescribed length of time in case of an excused absence.	To request the make-up assignment from their teachers upon their return from an excused absence and to complete the work within a reasonable length of time as determined by school board policy (1 day per each day of absence).

Clay County District School employees are not responsible for supervising students who arrive on school property 30 or more minutes before school or a school-sponsored activity is scheduled to begin. Further, Clay County District School employees are not responsible for supervising students who remain on school property 30 minutes or more after school ends, or 30 or more minutes after a school-sponsored activity ends.

## 3.2 – Learning Experiences and Outcomes

Active involvement in the learning process is critical to academic success, and is a complex interaction between age, maturity, ability, and personal commitment. For all learners, the level of engagement with the material and the experiences will be reflected in grades and assessments.

Student Rights	Student Responsibilities
To have equal educational opportunity with regard to academic programs and extracurricular activities.	To pursue participation in academic programs and extracurricular activities of interest and that are commensurate with ability.
To be informed of district curriculum course descriptions that will facilitate informed choices.	To actively pursue assistance from qualified school staff with course selection that is consistent with ability and program of study.
To receive instruction in courses of study under competent instructors and in an atmosphere free from bias and prejudice.	To cooperate fully and exert every effort to achieve mastery at the highest level possible.
To receive access to instructional materials and resources for the subject(s) they are studying.	To take care of instructional materials/resources issued to them and to pay for lost or damaged instructional materials.*
To receive and have explained to a teacher's grading criteria at the beginning of each year long or semester course.	To become informed of the grading criteria and any updates to grading rubrics.
To receive reasonable notification of failure or potential failure during the grading period when it is apparent unsatisfactory work is being performed.	To maintain standards of academic performance commensurate with ability, and to make every effort to improve performance upon receipt of notification of unsatisfactory progress

\*[Florida Statutes 1006.42\(1\)](#): Each Parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials, and shall pay for such loss, destruction, or unnecessary damage as provided by law.

## 3.4 – Freedom of Speech and Expression

Citizens in our democracy are guaranteed self-expression under the 1st and 4th Amendments of the United States Constitution; therefore, in a democratic society, one of the basic purposes of education is to prepare students for responsible self-expression.

Student Rights	Student Responsibilities
----------------	--------------------------



To form and express viewpoints through speaking and writing in a manner which is not obscene, slanderous, or libelous.	To respect the rights, property, and beliefs of other individuals, to express disagreement in a manner which does not infringe upon the rights of others, and does not interfere with the orderly educational process.**
To not be subject to disciplinary action because of use of a language other than English if the student has limited English proficiency.	To act in a manner which preserves the dignity of patriotic observances.
To affirm their identity with the American ideals as allowed and encouraged by state law.*	To respect the religious beliefs and observances of others.
To refrain from any activity which violates the precepts of their religion.	To plan for, seek approval of, and conduct activities which are consistent with the educational objectives of the school.
To petition and survey student opinion in accordance with the procedures that are established by the principal and consistent with school district guidelines.	

\*Pursuant to [F.S. 1003.44](#).

\*\*Pursuant to [School Board Rule 4.04](#) and [F.S. 1006.07\(2\)\(c\)](#).

### 3.4 – Privacy and Property Rights

Federal and State laws provide persons with reasonable expectation of privacy in addition to freedom from unreasonable search and seizure of property. Such guarantees are not unlimited and must be balanced by the school's responsibility to protect the health, safety, and welfare of all students (4th Amendment of the United States Constitution).

Student Rights	Student Responsibilities
To maintain privacy of personal possessions unless school personnel have reasonable suspicion to believe a student possesses any object or material which is prohibited by law or School Board Policy.	To not carry or conceal any such material that is prohibited by law or would detract from the educational process.
To attend school in an educational environment in which personal property is respected.	To respect the property rights of the public at large as well as those of individuals, and to refrain from destruction of, or damage to such property.
To be informed of state laws governing the search of personal effects while on school property, including lockers, backpacks, purses and gym bags.*	To accept the consequences for content stored within an assigned locker or other storage device.*

\*Pursuant to [F.S. 1006.09\(9\)](#), school officials may conduct a warrantless search of a student's locker, vehicle, or any storage area on school property if such officials have reason to believe that illegal, prohibited, or harmful items may be concealed.

### 3.5 – Student Executive Officers

Effective student associations are the forums for the training and involvement of students in the democratic process, and promote the ideals of shared governance, respecting differing opinions, and engaging productive

discourse with one another. Members of the school community share the responsibility for shaping such associations into positive instruments for student involvement.

Student Rights	Student Responsibilities
To form and operate executive officers within student groups under the direction of a faculty advisor.	To elect student executive officers and representatives in student groups who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.
To seek an executive office in student government or other student organization regardless of race, sex, color, creed, or political beliefs.	To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.
To attend, as a student executive officer or representative, official student group meetings upon approval of such meetings by the school principal.	To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

### 3.6 – Student Publications

Education is the process of inquiry and learning, acquiring and imparting knowledge, and exchanging ideas. One of the important roles of the school is to provide effective avenues through which students may express themselves on a wide range of subjects. Official student publications, such as school newspapers, should include viewpoints representative of the entire student body. **Principals may suppress or recall literature which they consider primarily commercial in nature or material which could endanger the orderly operation of the school.**

Student Rights	Student Responsibilities
To possess, post, and distribute forms of literature that are not inherently disruptive to the school program through means such as, but not limited to, newspapers, magazines, leaflets, pamphlets, and online forums.	To use only those bulletin boards or wall areas designated for use by students and student organizations, and accept responsibility for the effect that the posting might have on the normal activities of the school.
To be free of censorship on their publications except within the framework of guidelines previously agreed upon by students and administrators.	To refrain from publishing libelous and obscene materials, to seek full information on the topics about which they write, and observe the normal rules for responsible journalism under the guidance of the faculty advisor.

### 3.7 – Pledge of Allegiance Notice

Pursuant to [F.S. 1002.20\(12\)](#), students have the right not to participate in reciting the pledge. Upon a written request by his or her parent, a student must be excused from reciting the pledge, including standing and placing the right hand over his or her heart.

### 3.8 – Role of Home, Student, and School

In order for effective instruction to occur, there must be a cooperative relationship between student, parent, and educator. This relationship may be described as follows:

#### Parents or Guardians Who:

1. assume responsibility for their child's behavior.
2. maintain regular communication with the school and encourage their child to maintain acceptable behaviors specific to their home, community, and a public school learning environment.
3. ensure that their child is in daily attendance, and promptly report and explain an absence to the school. provide their child with the resources needed to complete class work.
4. assist their child in developing grooming habits consistent with a school environment.
5. bring to the attention of school authorities any problem or condition which affects their child or other children of the school community.
6. discuss report cards and work assignments with their child.
7. maintain up-to-date contact information and addresses at the school, including medical provider and hospital preference.

#### Students Who:

1. attend all classes daily, and arrive on time.
2. are prepared to come to class with appropriate working materials.
3. are responsible for their own work and actions.
4. are responsible for delivery of written communications to their parent/guardian.
5. are respectful to all individuals and property.
6. refrain from profane or inflammatory statements.
7. maintain grooming habits appropriate for a school environment.
8. abide by the rules and regulations set forth by the school and individual classroom teachers, while conducting themselves in a safe and responsible manner.

#### Schools That:

1. provide high quality instruction for all students.
2. encourage the use of good guidance procedures. counseling services for educational and personal improvement.
3. ~~maintain an atmosphere conducive to good behavior~~ provide and maintain a safe atmosphere that encourages good behavior and learning for all students.
4. exhibit an attitude of respect for students.
5. plan a flexible curriculum to meet the needs of all students.
6. promote effective training and discipline based upon fair and impartial treatment of all students.
7. develop a positive working relationship among staff, students, and community partners.
8. encourage the school staff, parents and students to use the services of community partners.
9. encourage parents to maintain regular communication with the school and participate in its affairs.
10. seek to involve students in the development of district policy.
11. inform all employees of their requirement to report to law enforcement felony offenses and violent misdemeanors or delinquent acts which would be a felony offense if committed by an adult on or near school property.

### **3.9 – Student-Led Organizations**

Student-led organizations are permitted in secondary schools, and such organizations are allowed to meet on school premises during non-instructional time, as designated by the school principal. Students wishing to establish an organization shall work with their school and within district policy. Membership in all student organizations shall be on a voluntary basis and only open to students currently enrolled in the school at which meetings are to be held. Student organizations shall not engage in any activity which is contrary to law, district policy, or school rules.

### **3.10 – Student Activities, Athletics, and Extracurricular Activities**

Organized clubs and activities are characteristic of student life from the elementary school through college, and are characteristic of adult life as well. All members of the school community share the responsibility for organizing and supporting clubs and activities that meet student needs and serve definite and worthwhile purposes.

### **3.11 – Rules for Student Activities and Clubs**

1. Clubs and activities must be open to all qualified students.
2. Clubs cannot interfere with school activities and School Board policies must be followed.
3. Clubs must have a charter and a constitution that state the membership qualifications and the rules of conduct (written by both students and teachers, be approved by the administration, and be kept on file so that all students, parents, and school personnel may read them).
4. Local chapters of national organizations whose charters are prescribed are exempt from the requirement that they must be written by both students and teachers.
5. Clubs must have a faculty sponsor approved by the administration; this sponsor must be at all meetings/events and with chaperones when appropriate.
6. Club members cannot be hazed pursuant to School Board Policy 4.11 and F.S. 1006.135(1). Hazing means any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student. Hazing includes any forced activity that could adversely affect the mental health or dignity of the student. Students are always encouraged to talk to parents and school administrators about any activity in which they are made to feel uncomfortable. Demeaning or dangerous activities are not necessary to be a part of a team or group.
7. Club dues must be reasonable.
8. Club meetings must be held on the school grounds except for special meetings/events approved by the administration.
9. Club money must be handled through the school's internal accounts system.

NOTE: [Florida Statute 1006.14](#): Secret societies prohibited in public K-12 school states that (1) It is unlawful for any person, group, or organization to organize or establish a fraternity, sorority, or other secret society whose membership is comprised in whole or in part of students enrolled in any public K-12 school or to go upon any public K-12 school premises for the purpose of soliciting any students to join such an organization.

A student not currently suspended for interscholastic extracurricular activities, or suspended or expelled from school, pursuant to the district's suspension or expulsion authority provided in law is eligible to participate interscholastic extracurricular activities pursuant to [F.S. 1006.195\(1\)](#).

Per [F.S. 1006.09\(2\)](#), if a student is convicted of, or is found to have committed a felony or a delinquent act, including an off-campus incident which would have been a felony if committed by an adult, the student's eligibility in interscholastic extracurricular activities is contingent upon local administration policy, regardless of whether or not adjudication is withheld.

Students who participate in interscholastic extracurricular activities for, but are not enrolled in a district public school, are subject to the district's code of Student Conduct for the limited purpose of establishing and maintaining the student's eligibility to participate at the school.

All junior high students must have a 2.0 on a 4.0 GPA scale at the conclusion of each semester. A high school student must have a cumulative 2.0 GPA on a 4.0 unweighted GPA scale at the conclusion of each semester.

Students are limited to four years of athletic eligibility upon entering high school.

The Florida High School Athletic Association continues to retain jurisdiction over eligibility rules dealing with recruitment violations and sanctions against students.

## **Section 4 – Equal Opportunity: Prevention of Discrimination, Harassment, and Bullying**

### **4.1 – Notice of Non-Discrimination**

#### **Notice of Non-Discrimination and Procedures for Handling Allegations of Possible Discrimination within Clay County District Schools - Employment and Programs**

~~Non-discrimination and diversity are foundation principles of the School Board. It is School Board policy to hire and promote the best qualified candidate measured against the requirements of the job and to provide equal employment and advancement opportunity for all individuals without discrimination because of race, color, gender, religion, age, national origin, disability, veteran, marital status or any other protected status. The School Board also makes reasonable accommodations for disabled employees. Employees who would like to be considered for accommodation assistance should contact the Assistant Superintendent for Human Resources. Information obtained concerning individuals requesting accommodations is kept confidential, to the extent possible, except that principals and supervisors may be informed regarding restrictions on the work duties of disabled individuals and information regarding necessary accommodations. The policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.~~

The Clay County School Board reaffirms its Equal Education Opportunity (EEO) commitment as follows:

1. ~~Guidance~~ **School** Counseling, financial assistance and access to academic, career and vocational opportunities are available without regard to race, religion, color, sex, marital status, age, national origin, disability, or other protected status.
2. Criteria for admission to programs and courses do not have the effect of restricting access.
3. Recreational and athletic activities do not exclude participation in, deny benefits of, or treat people differently on the basis of sex.

The Policy of the Clay County School Board ([6GX-10-1.06](#)) relative to Non-Discrimination states the following:

DISCRIMINATION ON THE BASIS OF RACE, RELIGION, COLOR, SEX, MARITAL STATUS, AGE, NATIONAL ORIGIN, PREGNANCY, OR DISABILITY IS PROHIBITED IN THE EMPLOYMENT OF PERSONNEL IN THE PROVISION OF EDUCATIONAL PROGRAMS AND IN THE CONDUCT OF THE BUSINESS AFFAIRS OF THE CLAY COUNTY SCHOOL SYSTEM, AND PROVIDES EQUAL ACCESS TO THE BOY SCOUTS AND OTHER DESIGNATED PATRIOTIC GROUPS.

(Ref. F.S. 760.10; F.S. 760.50; Federal Civil Rights Acts title VI, VII, IX; Section 504F. Rehabilitation Act, 1973-78; IDEA, ADEA; Equal Pay Act; Americans with Disabilities Act)

The procedures outlined below shall be used for the processing of allegations of possible discrimination.

1. All such allegations should be discussed initially on an informal basis with the school principal, supervisor or appropriate division head directly responsible for the area of concern. Such discussion should be held within ten (10) days of alleged incidents(s) if possible.
2. In addition, each school has a school-based Title IX Coordinator, which is listed under each school's webpage under the administration tab. A compiled list can be found on the [District's Title IX webpage](#). Any student matter not resolved by the school principal to the satisfaction of the aggrieved party shall be referred to the attention of the Title IX Office.  
Title IX Office  
School District of Clay County  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Telephone: (904) 336-6919
3. Any student matter not resolved by the school principal to the satisfaction of the aggrieved party shall be referred to the attention of the following office:  
Coordinator of Student Engagement  
School District of Clay County  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Telephone: (904) 336-5000
4. Any **Human Resources** matter not resolved by the school principal or division head to the satisfaction of the aggrieved party shall be referred to the attention of the following office:  
Assistant Superintendent for Human Resources  
School District of Clay County  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Telephone: (904) 336-6701
5. All complaints of discrimination or harassment shall be investigated fully and all person(s) involved shall be questioned. The aggrieved party may be required to appear in person to answer questions.
6. Such investigation shall be initiated within fifteen (15) days of receipt of the complaint. If an extension of the timelines is deemed necessary, the aggrieved party shall be notified of such extension prior to the end of the fifteen (15) days.
7. Retaliation against any person who makes a complaint pursuant to this policy, or who participates in any investigation initiated pursuant to this policy, will not be tolerated. Any employee who engages in such retaliation shall be subject to disciplinary action up to and including termination.



## 4.2 – Discrimination/Harassment

Discrimination is defined as treating a person of a particular group differently based on their protected class characteristic. Harassment is defined as verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of the person's protected status and has the purpose or effect of unreasonably interfering with an individual's educational performance or creating an intimidating, hostile, or offensive education environment. Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the district's premises or circulated by e-mail, phone (including voice messages), text messages, social networking sites, or other means. Harassment does not include verbal expressions or written material that is relevant and appropriately related to course subject matter or curriculum.

It shall be a violation of District policy for any student, teacher, administrator, or other district personnel to harass a student or adult through conduct of a sexual nature, or regarding race, color, sexual orientation, national origin or disability as defined by this policy.

It shall also be a violation of District policy for any teacher, administrator, or other school personnel of this District to tolerate sexual harassment or harassment based on race, color, sexual orientation, national origin, or disability by a student, teacher, administrator, or other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extracurricular activities, under the auspices of the School District.

Examples of conduct that may constitute harassment based on race, color, sexual orientation, or national origin, include:

1. graffiti containing offensive language which refers to a person's race, color, sexual orientation, or national origin
2. name calling, jokes, or rumors
3. threatening or intimidating conduct directed at a person because of his/her race, color, sexual orientation, or national origin
4. racial or ethnic slurs, negative stereotypes, and hostile acts based on another's race, color, sexual orientation, or national origin
5. a physical act of aggression or assault upon another because of, or in a manner reasonably related to, that person's race, color, sexual orientation, or national origin
6. other kinds of aggressive conduct such as theft or damage to property which is motivated by race, color, sexual orientation, or national origin

Harassment based on a disability consists of verbal or physical conduct relating to an individual's physical or mental impairment when the harassing conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from services or opportunities in an educational program or activity, or creates an intimidating, threatening, or abusive educational environment.

Examples of conduct that may constitute harassment because of a disability include:

1. graffiti containing offensive language derogatory to a person because of their physical or mental disability
2. threatening or intimidating conduct directed at another because of that person's physical or mental disability

For additional information, please refer to District Policy Rule 1.11.

## 4.3 – Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature in the workplace. Sexual harassment can take two forms: 1) hostile environment and 2) "quid pro quo" which means "you do something for me and I'll do something for you" in a sexual context.

All public schools receiving any federal funds must also comply with Title IX of the Education Amendments of 1972. A school has a responsibility to respond promptly and effectively to a claim of sexual harassment or sexual violence. Title IX requires schools to adopt and publish grievance procedures for students to file complaints of sex discrimination, including complaints of sexual harassment or sexual violence. Schools can use general disciplinary procedures to address complaints of sex discrimination but all procedures must provide for prompt and equitable resolution of sex discrimination complaints.

## 4.4 – Bullying

Bullying is defined as any written or verbal expression, or physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any student, or would be reasonably assumed to cause harm. Bullying is prohibited against any student for any reason, including but not limited to, any such behavior that is directed toward a student on the basis of academic performance, or against whom federal and state laws prohibit discrimination.

To guide the investigation of alleged bullying, three key elements must be present in order to fall into the Substantiated Bullying category. This includes behaviors that are repeated, or could be reasonably repeated, intentional, and reflect a power imbalance between the individual engaged in bullying behavior and the one being bullied.

Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, or purposely excluding someone from a group. Cyberbullying is a specific form of bullying using technology to hurt, harm or humiliate another individual or group.

## 4.5 – Reporting Discrimination, Harassment, and Bullying

If you feel you have been a victim of, or witness to, discrimination, harassment, or bullying, report it immediately. Retaliation for reporting is not tolerated. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or report of harassment/bullying/hazing and the investigative procedures that follow. The following actions are encouraged in reporting this behavior:

1. Students are always encouraged to report the complaint directly to a teacher, school counselor, school administrator, or parent.
2. If a student or other person familiar with the situation would like to submit a report anonymously, they may call the Bullying Hotline at (904) 336-6799.
3. If the accused is a district employee, the student or parent should contact Human Resources at (904) 336-6706.

4. If the accused is an adult not employed by the school district, the student or parent should contact the school principal.

#### **4.5.1 – Procedures for Investigating Accusations of Harassment and Bullying**

1. When a report is made, the school principal will notify the parents of both the student(s) accused of bullying and the student(s) that has been allegedly bullied within 48 hours. This notification will include a description of the accusation and the process for investigation that will take place, along with a timeline of action.

It is expected that a thorough investigation will require more than one day but will be completed in a timely manner. It must review more than a single incident to be considered bullying behavior but not for harassment or hazing.

2. The principal will designate a staff member that can remain neutral to lead the investigation.
3. All interviews of students and adults will be documented and uploaded into the SIS referral system. All interviewees should be prepared to give as much detail as possible regarding who, what, when, where, and how the behavior allegedly occurred.
4. The School Counselor will be notified within 48 hours of the report in order to meet with the student(s) that was harassed, bullied, or hazed, to determine their counseling needs.
5. Collection and evaluation of facts will include:
  - a. the nature of the behavior
  - b. how often the behavior occurred
  - c. past incidents or past continuing patterns of behavior
  - d. relationship between the parties involved, including any positions of power one may have over another
  - e. race, national origin, sex, disability (if any) and age of the person being harassed or bullied
  - f. identity of the student(s) bullying others
  - g. locations of all incidents
  - h. impact on educational progress and educational environment
  - i. context in which the alleged incidents occurred
6. Once an investigation is completed, information and findings are entered into the SIS and appropriate actions are taken regarding student discipline per this Code of Student Conduct and supports put in place for all individuals involved.
7. The principal will notify the parent of the student being harassed or bullied of the Hope Scholarship program within 15 days of the initial report and provide them with requisite paperwork for submission to the state.

A maximum of 60 school days shall be the limit for the initial filing of incidents that fall under the Federal guidelines for harassing behavior and completion of the investigative procedural steps.

#### **4.5.2 – HOPE Scholarship**

Section 1002.40, Florida Statutes, ~~was~~ **were** established in ~~last year's~~ legislative session and provides the parent of a public school student who was subjected to an incident of bullying or violence (a complete list of incidents is found in section [1002.40\(3\), F.S.](#), an opportunity to transfer to another public school, or request a scholarship for the student to enroll in and attend a participating private school. The law states in part, "Upon receipt of a report of an incident, the school principal, or his or her designee, shall provide a copy of the report to the parent and investigate the incident to determine if the incident must be reported as required by

[1006.09\(6\) F.S.](#) Within 24 hours after receipt of the report, the principal or his or her designee shall provide a copy of the report to the parent of the alleged offender and to the superintendent.

Upon conclusion of the investigation or within 15 days after the incident was reported, whichever occurs first, the school district shall notify the parent of the program and offer the parent an opportunity to enroll his or her student in another public school that has capacity or to request and receive a scholarship to attend an eligible private school, subject to available funding.”

Please go to the [FLDOE website](#) for more detailed information.

## Section 5 – Attendance

### 5.1 – Compulsory School Attendance

Regular school attendance is a necessary part of a student's education. Excessive absences impair a student's educational progress, impacts whether the student passes or fails a class or grade, and may result in court proceedings and/or the loss of driving privileges. Florida Law ([Section 1003.21, Florida Statutes](#)) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term. A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date of which the student attains that age if he/she files a formal declaration of intent to terminate school enrollment with the school district. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent or legal guardian. [F.S. 1003.21\(1\)\(c\)](#).

Florida law ([Section 1003.26, Florida Statutes](#)) specifies steps for enforcement of regular school attendance. It is the responsibility of the school district superintendent to enforce school attendance of all children who are subject to compulsory school age requirements. The responsibility includes:

1. Develop policies and procedures to ensure that schools respond in a timely manner to each unexcused absence, or absence for which the reason is unknown.
2. Contact the home for every unexcused absence or absence for which the reason is unknown, to obtain parent justification for the absence.
3. Evaluate each justification and, based on district policy, determine whether the absence is excused or unexcused; if excused, allow the student to make up assigned work without academic penalty.
4. Track excused and unexcused absences.
5. Identify and refer students who may be developing a pattern of nonattendance to the school child study team for intervention services.
6. Schedule a meeting with certain identified parents to discuss their child's attendance.
7. Implement prevention and intervention strategies to address truancy and attendance issues as required for drivers' licenses and related requirements for habitual truants.
8. Send a notice to the superintendent of schools and to the district home education contact regarding patterns of nonattendance for specific students.
9. Refer habitual truancy cases to the case staffing committee and/or child-in-need-of-services provider for assistance.

## 5.2 – Absences/Truancy

Absenteeism, regardless of the reason, negatively affects the continuity of the learning process. As a student's absenteeism increases, there is a greater responsibility for the school to deter future absenteeism, and a greater responsibility for the student to demonstrate that such absenteeism has not negatively affected performance mastery. **One of the greatest indicators of success is simply showing up on a daily basis.**

The parent/guardian has the responsibility to ensure the student is rested and prepared for the rigor of a learning environment.

All elementary, middle and high school students who are absent will be marked “unexcused” (U) until the parent/guardian notifies the school in writing and justifies the absence with one of the acceptable reasons as defined below.

1. Failure to do so within three (3) school days may cause the absence to be recorded as “unexcused”.
2. In the case of excessive or extended absences, which are claimed to be due to illness, upon request of the principal or designee, a parent must provide documentation (doctor's statement) of a student's illness.
3. Excessive or extended absences are considered five (5) in one grading period, ten (10) in one semester or twenty (20) in a calendar year, or a history of excessive absences per period. Absences that meet this threshold as defined above will require a doctor's note. The principal of the school shall determine when it is necessary to require a doctor's note from the student's medical provider and require the parent/guardian to provide a copy to their child's school within a reasonable period of time as determined by the principal or designee.

Reasons for acceptable **(excused)** absences include but are not limited to:

1. Scheduled doctor or dentist appointments.
2. Illness of the student.
3. Major illness in the immediate family of the student (immediate family is determined as parents, brothers, sisters, grandparents, aunts, uncles, legal guardians or persons “in loco parentis,” or a member of one's own household)
4. Death in the immediate family of the student.
5. Financial inability to provide necessary clothes for the student when reported by the parent in writing to the Superintendent and validated by the Superintendent (FS 1003.24(3)).
6. Religious holiday of the student's faith
7. Religious instruction
8. Religious institutes, conferences, or workshops, provided that the principal or designee approves the absence in advance.
9. The principal shall reserve the right to refuse a student's request for released time, if according to the provisions of the district's student progression plan:
  - a. The student is not enrolled in sufficient courses to allow for the student's promotion or graduation, and thus the released time would not be equivalent to an optional period.
  - b. The student's grades/academic progress is insufficient to allow for the student's promotion or graduation.
10. Absences due to head lice will be excused. However, once a student has accumulated 10 absences during a school year due to head lice, the school will refer the case to the School Social Worker for family support and appropriate intervention, including a possible referral to the Truancy Arbitration Program through the State Attorney's Office. Unusual circumstances may be addressed by the principal to go beyond these 10 days for excused absences.

11. Subpoena or forced absence by any law enforcement agency, a copy of the subpoena or court summons must be submitted to the school.
12. For purposes of attendance, school related activities would not be counted as absences from school.
13. Issues and occasions specific to military families

An absence from school under the following circumstances may be considered **unexcused**.

1. The absence was without the parent/guardian's knowledge or consent.
2. Permission for the absence was requested but denied by the principal of the student's school.
  - a. This could include the following:
    - i. Shopping trips
    - ii. Pleasure trips
    - iii. Suspension
    - iv. Appointments without prior approval
    - v. Truancy
    - vi. Other avoidable absences

The principal has administrative discretion in cases of excessive absences to reject a written note and consider the absence as unexcused when absences are seriously impacting academic progress, with the exception of sickness, injury or insurmountable conditions.

For additional information, please refer to [District Policy Rule 4.01](#).

### **5.3 – Make-Up Work**

It is essential that students absent from school make up work missed. It is the responsibility of the student and the family to initiate requests for, and to pick up, make-up work on the day the student returns to class from an excused absence. All work missed from an absence can be made up within 24 hours for 100% credit. For example, if a student misses three days, they have three days to complete missing assignments for full credit.

### **5.4 – Senior Attendance Policy**

Students must be in attendance for at least 90% of their total possible class periods during their senior year of high school to participate in commencement ceremonies. Once all attendance is recorded and verified, the rate of attendance will be pulled from the Student Information System.

This is not an excused/unexcused absence policy; it is an attendance policy. The type of absence does not matter with the following exceptions:

1. doctor appointments or doctor mandated stay at home that is documented on a physician's professional stationary
2. subpoenas to court
3. bereavement time for an immediate family member
4. participation in a school-sanctioned activity
5. pre-approved college visits documented by email or regular mail correspondence
6. parent approved absence from school

It is the student's responsibility to bring verification from the doctor, parent or court for an exception; otherwise the absence will count against the policy. Verification must be supplied within three school days following the absence.



NOTE: All decisions regarding participation in graduation activities as a function of the Senior Attendance Policy will be at the discretion of school administration.

## 5.5 – Truancy

Florida law defines "habitual truant" as a student who has 15 or more unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.

Absence by a student shall create a strong presumption that the student has failed those subjects or courses in which they are enrolled during that period

1. For the school year Twenty (20) or more days .
2. For semester courses, ten (10) days shall apply;
3. For individual grading periods, five (5) days shall apply.

Such a presumption may be overcome by effort or performance which satisfies the teacher(s) involved, that such student should receive other than a failing grade. A review committee representing the administration, the instructional staff, and guidance **School Counselor**, appointed by the principal, will review each such case individually and will make recommendations. Individual teacher(s) shall give strong consideration to the recommendation of the review committee in determining the effort or performance of the student.

## 5.6 – Attendance Requirements for Minors to Maintain Driving Privileges

Florida law requires that minors who fail to satisfy attendance requirements will be ineligible for driving privileges. The School District is required to notify the Department of Highway Safety and Motor Vehicles of the following:

1. Students ages 14-18 who accumulate fifteen (15) unexcused absences, not including out of school suspensions, in a ninety (90) calendar-day period.
2. Students between the ages of 16-18 who have signed a declaration of intent to terminate school enrollment.
3. Students ages 14-18 who are expelled.
4. Students ages 14-18 who did not enter school and for whom the school has received no indication of transfer to another educational setting.

These students may not be issued a driver's license or learner driver's license. Also, the Department of Motor Vehicles shall suspend any previously issued driver's license or learner driver's license of any such minor pursuant to Florida Statute 322.091. In order to have a driver's license reinstated, the student must attend school regularly for thirty (30) days with no unexcused absences and pay the appropriate reinstatement fee.

Recognizing the importance of education and keeping the students in school, the 1997 legislature enacted [322.091 F.S.](#) relating to the driver's license for students, ages 14 to 18, as an incentive for students to stay in school and continue their education. In order for a student to retain or obtain his/her regular Florida driver's license or learner's driver's license, the student must comply with compulsory school attendance.

Accumulating 15 unexcused absences in a period of 90 calendar days or failure to remain enrolled in school will result in being classified as a habitual truant and the loss of said license, or the withholding of the necessary forms to obtain a license by the Florida Department of Highway Safety and Motor Vehicles. ([F.S. 1003.27\(2b\)](#)). Parents and students will need to contact the school district at (904) 336-9639 for detailed information regarding reporting, reinstatement, and appeal procedures.

For additional information, please refer to [District Policy Rule 4.53](#) and [322.091 F.S.](#)



## 5.7 – McKinney-Vento Homeless Assistance Act

~~The McKinney-Vento Homeless Assistance Act of 2000 (Subtitle VII-B) per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, ensures homeless children transportation to and from school free of charge, allowing children to attend their school of origin (last school enrolled or the school they attended when they first became homeless) regardless of what district the family resides in. It further requires schools to register homeless children even if they lack normally required documents, such as immunization records or proof of residence. Local school districts must appoint Local Education Liaisons to ensure that school staff are aware of these rights, to provide public notice to homeless families (at shelters and at school) and to facilitate access to school and transportation services. Contact information and eligibility documents can be found at [Project REACH](#).~~

The McKinney-Vento Homeless Assistance Act of 2000 (Subtitle VII-B) per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, ensures the following:

- Students who are experiencing homelessness or are in housing transitions due to hardships have transportation to and from school free of charge, when in the best interest of the student.
- It allows students to attend their school of origin (last school enrolled or the school they attended when they first became homeless) regardless of what district the family resides in, when in the best interest of the student.
- It further requires schools to register students experiencing homelessness even if they lack normally required documents, such as immunization records or proof of residence.
- Local school districts must appoint Local Education Liaisons to ensure that school staff know these rights, provide public notice to families experiencing homelessness (at shelters and school), and facilitate access to school and transportation services.
- Contact information and eligibility documents can be found at [Project REACH](#).

## Section 6 – Student Conduct

It is the belief of the Clay County District Schools that teachers and students deserve school environments that are safe, nurturing, and conducive to education and development. Creating a positive school/classroom climate while decreasing student time spent outside of the classroom now requires close attention to the social and emotional needs of the student as well as the behavioral intent. In the event that the school or classroom discipline has been disrupted to a level where a school must take action, the following information outlines the steps and the powers that the District will and must take.

### 6.1 – Academic Honesty

Clay County District Schools recognizes the importance of promoting a learning environment, whether traditional or distance learning, that values academic honesty. In order to foster ethical behavior among students, it is critical to educate all students regarding the characteristics of academic integrity. When engaged in learning activities, students should demonstrate the discipline necessary to seek guidance from their instructor rather than resorting to inappropriate behaviors that may undermine their own academic and personal development. This is a shared responsibility of all students, families, teachers, and staff.

## 6.2 – Dress Code

Responsibility for the dress and appearance of students generally rests with individual students and their families. Students may wish to express themselves by the manner of their dress and appearance; however, students shall not wear clothing or affect an appearance at school or school-sanctioned activities or events that are or may be disruptive to the educational environment. Clay County District Schools standards on student attire are intended to help students focus on schoolwork, reduce discipline problems, and improve school order and safety. Subject to approval, principals, working with their school community, may establish additional specific standards for their schools. Any such standards must be published and distributed to families.

Dress and personal appearance of students should be a positive reflection on the family, student, school and community. A good rule of thumb: if there is a question about whether an outfit would be acceptable, choose a different outfit. Ultimately, school leadership reserves the right to determine if the dress code is being violated.

The following guidelines are to be followed:

1. All students shall be properly groomed and attired appropriate to the activity when on school property or participating in school-sponsored events.
2. Students should have a school ID in their possession while on campus, and present their school ID to staff upon request.
3. Students shall be dressed so they will not present a clear danger to health and safety. Clothing should be tailored in such a manner that because of fit, design, color, texture, or inadequate coverage of the body does not create a classroom or school disruption as determined by administration, or expose inappropriate areas of the body while in normal activity.

### Permitted Apparel:

1. Shorts, dresses or skirts should come to the middle thigh or longer. If leggings are worn with the above mentioned clothing items, then the top layer of clothing (shorts, dress, skirt, etc.) MUST come to the middle thigh or longer.
2. Pants and shorts should be worn at the waistline without the necessity of support whether a shirt is tucked in or out and fastened at the top closure. Belts will be buckled at all times if worn.
3. Jeans/pants that have frays/holes above the middle thigh must have something underneath them, such as leggings that cover the skin, so as not to expose skin or undergarments.
4. Shirts must cover the shoulder and not expose undergarments in any manner or any part of the torso.
5. The neckline of a shirt must limit exposure of the body.
6. Footwear of some type must be worn at ALL times.

### Non-Permitted Apparel:

1. Apparel or personal items may not have imagery regarding drugs or alcohol, indecent remarks, tobacco slogans or advertisements, or display violence or sexually suggestive imagery.
2. Sleepwear, such as bedroom slippers, pajamas, etc.
3. Tank tops, halter tops, muscle shirts, tube tops, spaghetti straps, mesh/see-through shirts, sheer-tops or bottoms.
4. Head coverings -unless approved by the administration.
5. Any apparel or accessory determined by administration to present a safety hazard for the student or the school. (ski masks, gaiters or other face coverings and sunglasses unless permitted outside of buildings or medically necessary)

Disciplinary action for violation of the student dress code shall include notifying the student of the violation and a requirement that the dress or appearance be corrected before the student reenters the classroom, school environment, or school sanctioned activity or event. An administrator will determine the suitability of attire in question as it reflects the spirit of the dress code policy. Students found to be in violation of dress code policy will have the following options; 1) change into appropriate school provided dress for the remainder of the day, 2) change into their own appropriate dress for the remainder of the day, or 3) be assigned to the in-school suspension class for the remainder of the day or until a proper outfit can be brought for the student. At the discretion of the building level administrator, a family conference may be held. More serious consequences may result from repeated or serious violations.

For additional information, please refer to [District Policy Rule 4.03](#).

### **6.3 – Student Use of the Internet**

The Internet and related electronic instructional resources are used in schools to support student learning and distance learning. The use of these resources are for educational purposes only when on district property, at district or school sanctioned activities or events, when students are being transported in vehicles dispatched by Clay County District Schools, and off school property when such conduct has a nexus to school or any district curricular or non-curricular activity or event. Teachers and school administration determine use of the Clay County District Schools Instructional Network based on educational goals of the school and classroom, and may determine to limit access. Students are encouraged to use the network to do homework, class-related research, and class work when appropriate. Students should not use this network for music, gaming, or non-educational video streaming. In compliance with the Child Information Protection Act (CIPA) requirements, this network will be monitored. Clay County District Schools accept no responsibility associated with loss, damage, or theft of a device connected to the network.

### **6.4 – Wireless Communication Devices**

The School Board is aware that parents and students use Wireless Communication Devices (WCDs) (laptops, chromebooks, tablets, smartphones, smartwatches, bluetooth devices (to include earbuds), etc.) to communicate with each other. However, the use of wireless communication devices on school grounds must be appropriately regulated to protect students, staff, and the learning environment.

Possession of a WCD by a student at school during school hours and/or during extracurricular activities is a privilege that may be forfeited by any student who fails to abide by the terms outlined in the Code of Conduct, or otherwise abuses this privilege.

Taking audio recordings, photographs or videos by any means whatsoever while on school property or while on school transportation is prohibited. The only exceptions to this rule are:

1. Taking photos or video for reproduction in a school sponsored publication.
2. Taking photos or video during a school sponsored social event, sporting event, awards ceremony or other school sponsored activity or function at which photography is allowed and the photographs are images of activities which are reasonably considered to be part of the activity or event.
3. Taking photographs or video with the permission of the school administration.

Publication on any internet site or social media platforms of any audio recordings, photographs, videos or images taken in violation of the rules listed above or recording fights or similar events is strictly prohibited, will be deemed disruptive to the order of the school and will be sufficient reason to impose disciplinary action.

## All Students

1. Students may have **a wireless communication** ~~an electronic device~~ on school property, **unless this privilege has been revoked.**
2. Students may NOT use **a wireless communication device** during instructional time, **except when expressly directed by a teacher solely for educational purposes. A teacher shall designate an area for wireless communication devices during instructional time.** ~~(HB 379) their electronic devices during instructional time for any reason. If School Issued Technology is not available, Wireless Communication Devices may be used if the following criteria are met:~~
  - ~~a. It is approved by school administration~~
  - ~~b. It is under the guidance of school staff~~
  - ~~c. It is used only for educational purposes~~
  - ~~d. Otherwise, the electronic device must be silenced or powered off AND out of sight once students enter the classroom.~~
3. Students may not use an electronic device in areas considered personal space ( i.e. - bathroom, locker room) and other areas designated by Administration.
4. Students may not use their Wireless Communication Devices to accept or make phone calls or video conferencing during school hours unless instructed to do so by Administration/School Personnel.

## Secondary Only

Students may use an electronic device **outside of school hours** ~~before and after school~~, during lunch break, transitions between classes, at school related functions **as determined by school administration**, and extracurricular activities as long as the electronic devices are not audible. (cannot be heard by others)

Use of a Wireless Communication Device during standardized testing is prohibited and can cause the student's test to be invalidated.

## 6.5 – Student Conduct on a School Bus

The privilege of students to ride a school bus is contingent upon following the expectations outlined in this handbook. The driver of the school bus shall be in complete charge of the bus during the ride and while students are entering or leaving the vehicle. Students shall be required to conform to all regulations concerning discipline, safety, and behavior while riding on the school bus. The driver shall notify appropriate authorities if a student persists in violating the established rules of conduct. After due warning has been given to the student and/or families, the privilege of riding the bus may be withheld from the student. Violation of district policies and regulations while on the school bus may result in student discipline up to and including suspension or expulsion, in accordance with district policy.

The Clay County District Schools have jurisdiction over students who are on the school bus or at the school bus stop when the bus is present at the bus stop. [\[F.S. 1006.10 \(3\)\]](#) Therefore it is the parent's responsibility to take any action with local law enforcement to correct a problem during the time students are waiting at the bus stop or when students are en route to or from the school bus stop. Other responsibilities of parents of transported students include (exerted from [F.A.C. 6A-3.0121](#)):

1. To ensure the safe travel of students to and from school including to and from the assigned bus stop.
2. To ensure that students ride only in their assigned school buses and get off only at assigned bus stops, except when alternative buses or arrangements have been made and documented by the district..
3. To ensure students are aware of and follow the expected rules of behavior while they are at the bus stops and to provide the necessary supervision during times when the bus is not present.

4. To provide the necessary assistance for students to get on and off at the bus stop when the physical disability of the student renders them unable to get on and off the bus without assistance (as required by district policy or the student's individual education plan).

We believe that all pupils can behave appropriately and safely while riding the school bus, and as such we will not tolerate behavior that is disruptive to the driver or which inhibits or interferes with the safe operation of the bus. In order to guarantee your child and other children who ride buses the safe and efficient transportation they deserve, the following has been established:

1. Arrive at the bus stop ten (10) minutes prior to the scheduled pick up time.
2. Take responsibility for their behavior and conduct themselves in a respectful, orderly manner while waiting at the bus stop for the bus to arrive.
3. Wait until the bus comes to a stop before attempting to get on or off the bus.
4. Enter and leave the bus only at the front door after it has come to a stop, except in the case of an emergency as directed by the driver.
5. Leave the bus only with the consent of the driver.
6. Be silent when approaching or crossing railroad tracks.
7. Keep the aisle and stepwell clear at all times.
8. Do not tamper with door handles, windows, and other safety equipment at any time.
9. Do not use wireless communication devices, or electronic devices. Exception: Field trips in which the school administration approves the use of these devices or as a planned intervention for special needs students. Do not use wireless communication devices except in an emergency concerning safety-to-life issues (defined as a bus accident, mechanical breakdown which delays the normal route, and/or thirty (30) minutes or more in a route delay).

Large Objects on the School Bus: Oversized objects, including, but not limited to, large band instruments or cases, school projects or athletic equipment which cannot be held in the seat, are prohibited, unless prior approval is obtained from the bus driver and the school administration.

Cameras: School buses are equipped with video cameras for the purposes of ensuring the health, welfare and safety of all staff, students, and drivers.

NOTE: Bicycle riders under the age of 16 must wear properly fitted, safety-related helmets when riding a bicycle. Law enforcement officers may issue a traffic citation and assess fines to riders who do not comply.

## **6.6 – Student Conduct in the Restroom**

The restroom is a place on campus with an expectation of privacy. Students should not perform any action, engage in any behavior, or promote behavior in others which could result in the loss of privacy, or the dignity, of any individual. In order to promote the safety and welfare of all students, the following restroom procedures are to be followed within Clay County District Schools:

1. Students shall make every effort to maintain the cleanliness and effective working order of the restrooms.
2. Students may not loiter, or use the restroom as a place to socialize. At no time should more than one person be in a restroom stall.
3. Students may not utilize recording devices of any kind while in the restroom – including but not limited to, cell phones, audio recording devices or cameras.
4. Students may only utilize the restroom which corresponds to their biological sex assigned at birth.

5. Upon request through the school administration, students may be provided access to single-use restroom facilities.
6. A student should exit the restroom immediately if they observe others engaged in actions that violate school policy, or procedures of conduct. At their earliest opportunity, they should report the behavior to a staff member.

## 6.7 – Parking /Vehicle Rules

All parking areas are the property of Clay County District Schools. The parking of a student's vehicle on campus is a privilege granted by the Clay County District Schools upon availability of parking, Written consent from parent/guardian, purchase of a parking decal at the school of attendance, and written agreement to comply with the Student Code of Conduct. The Clay County District Schools regard the use of motor vehicles for travel to and from school by students as an assumption of responsibility on the part of those students to care for school property, in the observation of safety rules, and in the display of courtesy and consideration toward others. Students who violate school parking rules may have their parking decal revoked and/or are subject to disciplinary action that may result in loss of privileges, suspension, alternative disciplinary placement, or expulsion from school. Searches of motor vehicles on school grounds may be conducted by the principal or designee when that official has reasonable grounds to suspect that the search will uncover evidence of a violation of Board and/or district policies, school rules, or federal, state, or local laws or uncover the presence of an item that presents an immediate danger of physical harm or illness to any person.

## 6.8 – Youth Gang Membership

Students are not allowed to form or participate in groups virtually or in person which threaten, frighten or harm other students. Such groups, when they become known by school and district authorities, may be considered a gang. These groups generally have common names, and wear common colors, jewelry, signs or clothing. Students are encouraged to alert an adult if such activity or groups become known to them.

## 6.9 – Zero Tolerance Rule

[Florida Statute 1006.13](#) mandates that “each district school board shall adopt a policy of zero tolerance for crime and substance abuse...and victimization of students...” whenever and wherever students are under the jurisdiction of the school district. The law requires that expulsion be recommended for any student at school or at a school-related function that was determined to have had possession of a firearm or weapon as defined in [Chapter 790](#), or any student making a threat or false report as defined by state statutes [790.162](#) and [790.163](#).

Simulating a firearm or weapon while playing or wearing clothing or accessories that depict a firearm or weapon or express an opinion regarding a right guaranteed by the Second Amendment to the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system under [Chapter 790](#) or s.[1006.13](#). Simulating a firearm or weapon while playing includes, but is not limited to:

1. Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon.
2. Possessing a toy firearm or weapon that is 2 inches or less in overall length.
3. Possessing a toy firearm or weapon made of plastic snap-together building blocks.
4. Using a finger or hand to simulate a firearm or weapon.
5. Vocalizing an imaginary firearm or weapon.
6. Drawing a picture, or possessing an image, of a firearm or weapon.
7. Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon.



A student may be subject to disciplinary action if simulating a firearm or weapon while playing that substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. The severity of consequences imposed upon a student including referral to the criminal justice or juvenile system, must be proportionate to the severity of the infraction and consistent with school board policies for similar infractions. **Actions could result in a potential threat assessment that could result in disciplinary action/consequences.**

In fulfilling this statutory requirement, we have incorporated the specified legal definitions into the language of the Code of Student Conduct. Regardless of language to the contrary in federal or Florida Law, possession of a firearm, electric weapon or destructive device on the property of any school, school bus, or school bus stop is prohibited. This prohibition includes firearms in motor vehicles parked in parking lots, or anywhere on any school property.

Certain disruptive behavior(s) will be reported to law enforcement authorities as defined by the state SESIR codes. A referral by law enforcement to the criminal justice or juvenile delinquency system must be made on all violent acts noted below and weapon charges as defined in the [Gun Free School Act of 1994](#) & [F.S.790.115](#). The following are prohibited on any school property (including parking areas), school bus, school bus stop, and school sponsored event:

1. Any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive.
2. The frame or receiver of any weapon described above.
3. Any firearm muffler or firearm silencer.
4. Any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or similar device.
5. Any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter. Any combination of parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled.
6. Any Firearm.
7. Any weapon as defined in [Florida Statute 790.00 \(13\)](#).

Incidents defined in the next section of this Handbook will be reported and may result in criminal prosecution. If the infraction involves a victim, the school shall notify the victim and parents, if a minor, of the infraction and the victim's right to press charges against the offender. The Clay County District Schools will take all steps necessary to protect the victim of any violent crime from any further victimization. Florida law prohibits any student that commits any of the felony offenses specified by [s.985.455\(2\)](#), against another student from attending school with, or riding the same school bus as, the victim or any sibling of the victim. All school personnel will be made aware of the Student Victimization and Zero Tolerance Rule [F.S. 1006.13](#).

Infractions that fall under Zero Tolerance Rule are defined by the Florida Department of Education through the School Environmental Safety Incident Reporting (SESIR) and receive the most severe consequences provided for by School Board Policy.

THE DISTRICT MAY ASSIGN MORE SEVERE CONSEQUENCES THAN NORMAL WHEN THE STUDENT APPEARS MOTIVATED BY HOSTILITY TOWARD THE VICTIM'S REAL OR PERCEIVED RACE, RELIGION, COLOR, SEXUAL ORIENTATION, ETHNICITY, ANCESTRY, NATIONAL ORIGIN, POLITICAL BELIEFS,



## **Section 7 – Student Accountability, Discipline, and Misconduct**

Self-direction and personal responsibility are goals of Clay County District Schools. Students must be accountable for their actions, and CCDS recognizes that effective student discipline is a major contributor to the creation of a positive and productive learning environment for all students. In accordance with state law, CCDS uses this student/parent handbook as a written code of conduct, based upon the principle that every student is expected to follow accepted rules of conduct and show respect for persons of authority. Certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. Clay County District Schools uses proportionate disciplinary action and/or restorative practices to keep students engaged in learning.

Teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes, on school grounds, and at school sponsored events.

1. Establish classroom rules of conduct that includes positive reinforcement of desired behaviors.
2. Establish and implement consequences, designed to modify undesired behavior.
3. Methods may include:
  - a. monitoring student behavior through short-term progress reports.
  - b. conferences and/or contracts between administrators, parents, teachers, and students.
  - c. referrals to school or district services, e.g., school social worker, school counselor, and/or district mental health therapist, etc.

The Code of Student Conduct defines infractions that have been committed by students while under the supervision of district staff or designees.

1. A major consideration in the application of the Code of Student Conduct is the identification of the most appropriate disciplinary action necessary to bring about positive student behavior. To that end, specific grounds for disciplinary action have been divided into three categories: the offense, disciplinary actions, and restorative practices. Administrators may choose the discipline for each event.
2. It is important to note that the administrator and teacher, consistent with the power delegated to him/her, has the authority to take additional or more severe administrative action under this Code if, in his/her opinion, the nature of the misconduct warrants it.
3. Each classroom teacher should deal with general classroom disruption by taking in-class disciplinary action, by making a personal call to the parents or guardians when feasible, and by scheduling conferences with parent(s) or guardian and other school staff. Only when the action taken by the teacher is ineffective, or the disruption is sufficiently severe, should the student be referred to the principal or his/her designee. Teachers will be notified of the results of the action taken.

## 7.1 – Hearing Office

The Student Hearing Office is designed for circumstances that warrant District-level review of intervention beyond a school administration decision. This is the case for zero-tolerance infractions, as well as school-based decisions that a parent wishes to appeal.

Hearings will be conducted pursuant to Florida Statutes [1006.07\(1\)\(a\)](#) and [1006.08\(1\)](#). Suspension hearings are exempted from provisions of Ch. 120 F.S. Expulsion hearings shall be governed by F.S. 120.57(2) and are exempt from F.S. 286.0111.

Florida Statute [1003.32\(4\)](#) and [1006.09\(1\)\(a\)](#), along with School Board policies of the Clay County District Schools, give teachers and other school staff who have control and direction of students assigned to them by the principal or the principal's designee, the authority to remove students who are disobedient, disrespectful, violent, abusive, uncontrollable or disruptive to the learning environment. If the teacher requests the student not be returned to the classroom, the principal may not return the student to that teacher's class without the teacher's consent. In the event of a disagreement on the student's return to the teacher's classroom, a committee determines that such placement is the best or only available alternative.

### Due Process Procedures

Students will be informed of the infraction and have the opportunity to be heard before disciplinary action. Students will be notified of the school rules that have been violated, either verbally or in writing, by an administrator or designee. Students will be given the right to present evidence or provide a list of witnesses concerning the charges. The following steps will be taken to guarantee due process:

1. Proper notification of the infraction or complaint against the student and proposed disciplinary action.
2. Explanation of evidence against the student.
3. Opportunity to present evidence and/or provide a list of witnesses on their behalf.
4. Opportunity to refute charges with an administrator/designee.

## 7.2 – In-School Suspension

In-school suspension (ISS) is a strategy used to discipline students for their behavior while ensuring that they continue to participate in learning activities. It consists of students being removed from their classroom environment, and spending their day or assigned time working on their class work in a designated location for these students. Adult supervision and assistance will be provided to students with their assignments and activities.

### The goals and primary student outcomes of ISS are:

1. Allows students to continue with school work.
2. Gives students a "time out" to regroup and refocus.
3. Provides the student an opportunity to remediate behavioral concerns.
4. Keeps students in their school routine.
5. Makes transition back into a regular school day easier.

### In-School Suspension For Students With Disabilities

Like all students, students with disabilities can be placed in ISS for violating the school's code of conduct. However, the Individuals with Disabilities Education Act (IDEA) requires schools to follow additional procedures when placing students with disabilities in ISS.

### Students with Disabilities Must Be Able to:

1. **Appropriately progress in the general curriculum.** Generally, this means that the student is receiving all of their regular education assignments and that regular education teachers are involved in the setting, either through supervising it or making regular appearances there.
2. **Receive the services specified on the child's IEP or 504.** 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.).
3. **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.

The ISS program should include both an academic and behavioral component. The behavior component should address the specific behavior for which the student is placed in ISS.

**Note:** The school does not have to include ISS in counting removal days if, during the suspension, it affords the student the opportunity to continue to progress in the general curriculum, receive ESE services, and participate with non-disabled peers.

## **7.3 – Out of School Suspension, Alternative Placement, and Expulsion**

Clay County District Schools may consider the following factors to determine whether to suspend or expel a student:

1. Age;
2. Disciplinary history;
3. Eligibility as a student with a disability;
4. Seriousness of the infraction;
5. Threat posed to other students and staff; and
6. Likelihood that a lesser intervention would properly address the violation.

In matters involving student behavior which may result in the suspension or expulsion of a student, it is district policy that the family will be provided the opportunity to be involved in all such disciplinary procedures.

### **Out of School Suspension**

A school principal may suspend a student from all classes of instruction on school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee, for persistent disobedience and/or gross misconduct. Principals take this action when they have exhausted informal and other formal disciplinary strategies, or when they have at least considered those alternatives and rejected them as inappropriate in a given situation.

Pursuant to Florida Statute 1006.09(1)(b), no student who is required by law to attend school shall be suspended for unexcused tardiness, or absences. Therefore, suspension is not an appropriate disciplinary action for truancy as it relates to students who fall within the mandatory state attendance requirements.

### **Procedures for OSS**

1. Prior to suspension, the student shall be advised of why he/she is being suspended (i.e., infraction code), be provided an opportunity to refute the charges verbally or through a written statement, and be given an opportunity to submit to the administrator a list of names of other individuals who might have

witnessed the incident. It should be noted that any statement a student makes may be used, along with other documentation, to prove whether the student is guilty or not guilty of the infraction.

2. If the student is found to be guilty of the misconduct, determination of the suspension will be provided in writing through the notification of consequences.
3. Written notice such as a copy of the electronic referral and a notification of consequences shall be sent to the parent(s) or guardian by mail within 24 hours. All reasonable attempts to conference with the parent via phone or in person must be made during the suspension process.
4. If the immediate suspension of the student is justified because the student's presence endangers others or school property, the necessary notice and conference, if requested, will follow as soon as possible.
5. The school is required to provide all work assignments to be completed by the student.
6. Principal Review will be held for any student referred to the hearing office.

### **Appeal of Suspension/Principal Review**

1. The school principal, after reviewing the case with the parent or adult student, will either affirm or adjudicate the length of suspension as originally stated in the suspension notification during a Principals review. This change shall be made on the electronic referral in the Student Information System.
2. The parent, or adult student, at the Principal's Review should be advised of his/her right to appeal the action to the Hearing Office.
3. If the parent/guardian, or adult student feels that they were not afforded due process at the Principal's Review, he/she shall appeal to the Hearing Office in writing within 3 days.
4. The Hearing Office shall review the case to rectify any procedural errors.
5. The Hearing Office recommendation will be presented back to the school for a modification of the original suspension decision or uphold the original suspension.

### **Alternative Learning Placement**

The removal of a student from the traditional educational setting to an alternative learning placement with continued educational services.

### **Expulsion**

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the school board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly. All Level IV infractions and Level III infractions that are especially egregious, violent, or otherwise significant enough to warrant such a decision will be considered for expulsion.

### **Procedures for Alternative Learning Placement/Expulsion/District Hearing Office**

1. Prior to a meeting with the District Hearing Office, a Principal's Review will be held to advise the student as to why he/she has been recommended for alternative learning placement and/or expulsion, be provided with an opportunity to refute the charges in a meeting with the principal or principal designee, and be given the opportunity to submit to the administrator a list of names of other individuals who might have witnessed the incident leading to the recommendation.
2. The parent or adult student shall also be advised in the Principal Review of the right to appeal and be advised of the appeal procedures to the District Hearing Office.
3. Once the Principal Review is completed, a referral is made to the Hearing Office for final review and consideration of expulsion recommendation to the Superintendent.

4. The District Hearing Office will determine if sufficient basis is found for a recommendation to an alternative learning placement or expulsion to the School Board.

In the event that a student who has been recommended for expulsion withdraws from the Clay County District Schools, the expulsion proceedings with the School Board shall continue as though the student had not withdrawn. The Superintendent and School Board shall not delay action on an expulsion recommendation pending re-entry/reregistration of the student in Clay County District Schools.

Clay County District Schools will uphold and enforce disciplinary proceedings from other public school districts. A student who has been expelled from another school district, shall not be permitted to transfer, enroll, or be admitted into a Clay County District School. If a student was expelled with services or alternatively placed in another district, Clay County District Schools will uphold said expulsion or alternative disciplinary placement.

## 7.4 – Reports To Law Enforcement Agencies

The School Board views criminal acts committed by students to be extremely serious. In addition to School District disciplinary action, criminal acts will be reported to the appropriate law enforcement agency as outlined in the School District's zero tolerance policy. These include:

School Districts must report the following SESIR incidents, as defined in Rule 6A-1.0017, F.A.C., to law enforcement:

- |   |                                    |
|---|------------------------------------|
| 1. Aggravated Battery                       | 12. Homicide                       |
| 2. Alcohol                                  | 13. Kidnapping                     |
| 3. Arson                                    | 14. Other Major Incidents          |
| 4. Burglary                                 | 15. Robbery                        |
| 5. Criminal Mischief <\$1000                | 16. Sexual Assault                 |
| 6. Disruption on Campus Major               | 17. Sexual Battery                 |
| 7. Drug Sale/Distribution excluding Alcohol | 18. Sexual Offenses Other          |
| 8. Drug Use-Possession excluding Alcohol    | 19. Simple Battery Physical Attack |
| 9. Fighting                                 | 20. Threat/Intimidation            |
| 10. Grand Theft <\$750                      | 21. Trespassing                    |
| 11. Hazing                                  | 22. Weapons Possession             |

School Districts must report all SESIR incidents to law enforcement where the incident includes one or more of the following related elements, as defined Rule 6A-1.0017, F.A.C.:

- |                       |                   |
|-----------------------|-------------------|
| 1. Alcohol-Related    | 5. Hazing-Related |
| 2. Drug-Related       | 6. Injury-Related |
| 3. Gang-Related       | 7. Vaping-Related |
| 4. Hate Crime-Related | 8. Weapon-Related |

“Law enforcement action” means that official action was taken by a School Resource Officer (SRO) or local law enforcement officer in response to a SESIR incident, including but not limited to: an arrest, referral to a civil citation or similar pre arrest diversion program authorized by Section 985.12, F.S., or initiation of an involuntary examination authorized by Section 394.463, F.S.

“Reported to law enforcement” means that a school district or charter school communicated with a School Resource Officer (SRO) or other law enforcement agency or official about an incident. Reporting

to law enforcement may not always result in law enforcement action being taken.

## **7.5 – Investigations of Suspected Student Misconduct**

In order to protect the safety and welfare of students and school personnel, and to maintain order and discipline on school property or at school-sponsored activities or events, school authorities may search a student's locker or desk and its contents, personal property, or automobile under the circumstances described in policy and may seize any illegal, unauthorized, or contraband materials.

School lockers, desks, and other storage areas provided for student use on school premises are school property and remain at all times under the ownership and control of the school. Lockers, desks, and storage areas, as well as the contents therein, are subject to inspection at any time, without notice and without cause, at the discretion of the Clay County District Schools. No student shall lock or impede access to any locker or storage areas except with a lock provided or approved by school authorities. Searches of a student's person or personal effects such as a backpack, purse, book bag, electronic devices, motor vehicle, etc, within the school or on school grounds may be conducted by the principal or designee when that official has reasonable grounds to suspect that the search will uncover evidence of a violation of Board and/or district policies, school rules, or federal, state, or local laws or uncover the presence of an item that presents an immediate danger of physical harm or illness to any person.

## **7.6 – Tobacco, Vapes, Drugs, and Alcohol**

Clay County District Schools is committed to promoting the general health, welfare, and well-being of our school community. Consequently, it is district policy that no student shall be permitted to use, be under the influence of, possess, distribute, gift, purchase, exchange, or sell any tobacco product, alcohol, or illegal drug while on district property, at district or school-sanctioned activities or events, when students are being transported in vehicles dispatched by CCDS or one of its schools, and off school property when such conduct has a nexus to school or any district curricular or non-curricular activity or event. As used in this policy, "illegal drugs" are all substances defined under either federal statutes as "drugs" or "controlled substances," or state statutes as a controlled substance including marijuana or marijuana concentrate as well as counterfeit or synthetic illegal drugs and substances falsely represented as being drugs. As used in this policy, "drugs" also are legal and illegal drugs not properly possessed under state or federal law. An exception to this policy will be made for the administration of medical marijuana in accordance with state law and district policy. As per Florida Statute [1006.09\(8\)](#): School personnel are REQUIRED to report to the principal or the principal's designee any suspected unlawful use, possession, or sale by a student of any controlled substance as defined in [s.893.02](#); any counterfeit controlled substance as defined in [s.831.31](#); any alcoholic beverage as defined in [s.561.01\(4\)](#); or model glue. School personnel are exempt from civil liability when reporting in good faith to the proper school authority suspected unlawful use, possession, or sale by a student. Only a principal or principal's designee is authorized to contact a parent or legal guardian of a student regarding this situation.

Compliance with the standards of conduct set forth in this policy and its accompanying regulations are mandatory for all students. A violation shall subject a student to appropriate disciplinary action, up to and including expulsion and referral for prosecution. For tobacco violations, students may have the option to complete an alternative to suspension program, in lieu of other disciplinary procedures.

All students, families, and community members are expected to be aware of the prohibited conduct addressed in district policy and comply with the prohibitions. Failure to comply may result in student discipline up to and including expulsion; or family member or community member trespassed from district property.



“School property” means all property owned, leased, rented, or otherwise used or contracted for by a school. This includes, but is not limited to: all buildings used for instruction, administration, support services, maintenance, or storage; the grounds surrounding those buildings if the school is authorized to exercise dominion and control over the grounds; and all vehicles used by the school for transporting students, workers, visitors, or other persons.

“Tobacco product” means any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested, inhaled, or applied to the skin of an individual. “Tobacco product” does not include any product that has been approved by the appropriate federal agency as a tobacco use cessation product. However, due to the wide range of nicotine levels available in tobacco cessation products, the school may request a written document from a medical provider, for anyone under the age of 18, detailing dosage recommendation for tobacco cessation product use. “Use” means the lighting, chewing, smoking, inhaling, vaporizing, ingesting or application of any other tobacco substance.

## **7.7 – Weapons In School**

The possession and/or use of a weapon by a student is detrimental to the welfare and safety of students and school personnel within the district. Carrying, bringing, using, or possessing a weapon in any school building, on school grounds, in any school vehicle, or at any school-sponsored activity without the authorization of the school or the school district is prohibited.

## **7.8 – Firearms**

Any student who is determined to have brought a firearm or weapon (as defined in Chapter [790.115\(1\)](#), F.S.) to school, onto any school ground (including parking areas), to any school function, or onto any school-sponsored transportation and for making threats or false reports against a person or persons (as defined in F.S. [790.162](#) and [790.163](#)) is automatically recommended to be expelled for not less than one full year.

The Superintendent may consider the one year expulsion on a case by case basis and request the School Board to modify the requirement, including placement in an alternative program if in the best interest of the student and school system.

\*\*\*Possession of an artificial firearm is an automatic suspension and possible expulsion recommendation to the Superintendent.\*\*\*

## **7.9 – Striking or Threatening a School Board Employee**

Infractions include:

1. Striking a school board employee.
2. Threatening or attempting bodily harm when the person being threatened feels that the threat is real and may be carried out.

Procedures for investigating the striking or threatening of school district employees will include, but not be limited to, the following:

1. Collect all relevant information, including witness statements.
2. Consult with law enforcement at the staff member’s direction; school administration and the district Human Resources office should assist the staff member if needed in notifying CCEA or CESPA.
3. Notify the parent of the incident; notice the family with a certified letter of principal review.

4. Issue suspension notice with recommendation for expulsion (see ESE guidelines if student is a Student with Disabilities; a ten-day recommended suspension must be addressed at the district meeting).
5. Notify the Hearing Office by sending paperwork and recommendations.
6. Recommendations may include temporary placement in an appropriate alternative setting prior to any district level hearing.
7. The Superintendent or designee will convene the District Discipline Review Committee to investigate the incident. The Superintendent or designee will select the members of the committee, including members of the Clay County Education Association (CCEA) or Clay Educational Staff Professional Association Local 7409 (CESPA) when the injured staff member presses charges. If the district employee chooses to press charges, they can attend the district-wide meeting.
8. The student must attend the review meeting. Unusual circumstances that prevent their participation should be processed as part of the discipline backup material.
9. The committee will present its findings to the Superintendent through the Hearing Office for his expulsion recommendation to the School Board.

## 7.10 – Discipline Action Matrix

All infractions can be paired with multiple actions as set forth in the guidelines for assessing consequences of student misconduct. School principals have the discretion to deviate from these guidelines by assessing an appropriate consequence other than ones stated in the guidelines if it is determined that there are mitigating or aggravating circumstances. Clay County District Schools has implemented the use of restorative practices designed to strengthen relationships. Restorative practices focus on responsibility/accountability, repairing harm, communication, and appropriate responses.

The nature of the misbehavior and the student's past disciplinary record may be considered in disciplinary action under progressive discipline. Students may be referred for mental health services as indicated by need and history. The school district employee who is supervising the student or who observes the misbehavior should intervene in the misconduct. If repeated misbehavior or further action is necessary the school district employee should refer the student to the school administrator. After hearing the student's explanation, consulting with staff members and investigating as necessary, the administrator will decide on disciplinary action and/or restorative practice.

Following are disciplinary actions and/or restorative practices that can be used to address student misconduct. Each disciplinary action and/or restorative practice is coded in the Student Information System (SIS) to guide the user when choosing which action/intervention to apply. ALL INFRACTIONS REQUIRE PARENT CONTACT SUCH AS A CONFERENCE. More than one disciplinary action and/or restorative practice can be used for a single incident.

It is strongly encouraged that an action and/or restorative practice is focused on building better coping skills or desired behavior be used when an exclusionary action is also utilized.

Level 0/Minor Offenses		
Incident Description	Disciplinary Actions	Restorative Practices

<ul style="list-style-type: none"> <li>• Behavior Incident Tracking (BIT)</li> <li>• Unsubstantiated Bullying (UBL)</li> <li>• Unsubstantiated Harassment (UHR)</li> </ul>	<ul style="list-style-type: none"> <li>• Letter of Apology</li> <li>• Loss of Privileges</li> <li>• Time Out</li> <li>• School Defined Consequence</li> <li>• Warning/Verbal Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Check In/Check Out with Identified Staff Member</li> <li>• Counseling</li> <li>• Parent Contact</li> <li>• Reflection Sheet</li> <li>• School Defined Practice</li> <li>• Student Conference</li> <li>• Teach/Reteach Student Expectations</li> </ul>
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Level 1/ Minor Offenses		
Incident Description	Disciplinary Actions	Restorative Practices
<ul style="list-style-type: none"> <li>• Dress Code Violation (DRS)</li> <li>• Profanity/Obscene Language or Gesture (PRO)</li> <li>• Providing False Information/Forgery (FLS)</li> <li>• Skipping Class (SKP)</li> <li>• Tardy (TAR)</li> <li>• Violation of Classroom Rule (VCR)</li> <li>• Wireless Communication Device (WCD)</li> </ul>	<ul style="list-style-type: none"> <li>• Contract</li> <li>• ISS (1-5)</li> <li>• Loss of Privileges</li> <li>• School Detention</li> <li>• School Defined Consequence</li> <li>• Work Detail/School Chores</li> </ul>	<ul style="list-style-type: none"> <li>• Check In/Check Out with Identified Staff Member</li> <li>• Counseling</li> <li>• Letter of Apology</li> <li>• Parent Contact</li> <li>• Reflection Sheet</li> <li>• School Defined Practice</li> <li>• Student Conference</li> <li>• Teach/Reteach Student Expectations</li> </ul>

Level 2/ Major Offenses		
Incident Description	Disciplinary Actions	Restorative Practices
<ul style="list-style-type: none"> <li>• Abuse of School Property - vandalism under \$1000 (ABS)</li> <li>• Defiance/ Disrespect Insubordination (DEF)</li> <li>• Inappropriate Conduct (IAC)</li> <li>• Leaving School Without Permission (LVS)</li> <li>• <b>Low Level Confrontation</b> <del>Dispute/Student to Student Verbal Confrontation</del> (DSP)</li> <li>• Possession of Inappropriate Object (POS)</li> <li>• Student uses Profanity or Gesture/School Board Employee (SPE)</li> <li>• Stealing/Petty Theft &lt; \$750 (STP)</li> </ul>	<ul style="list-style-type: none"> <li>• Bus Suspension (1-10)</li> <li>• Consultation</li> <li>• Consultation with Law Enforcement</li> <li>• Contract</li> <li>• ISS (1-10)</li> <li>• Loss of Privileges</li> <li>• OSS (1-10)</li> <li>• School Defined Consequence</li> <li>• School Detention</li> <li>• Work Detail/School Chores</li> </ul>	<ul style="list-style-type: none"> <li>• Check In/Check Out with Identified Staff Member</li> <li>• Counseling</li> <li>• FEP- Family Education Program</li> <li>• Letter of Apology</li> <li>• Parent Contact</li> <li>• Reflection Sheet</li> <li>• School Defined Practice</li> <li>• Student Conference</li> <li>• Teach/Reteach Student Expectations</li> </ul>

## Level 3/Major Offenses

Incident Description	Disciplinary Actions	Restorative Practices
<p><b>Local District Codes</b></p> <ul style="list-style-type: none"> <li>Felony Charges filed outside of the school (SAO)</li> <li>Identity Theft (IDT)</li> <li>Inappropriate Use of Technology (TEC)</li> <li>Multiple Level 2 Referrals (MUL)</li> <li>Room Clearing Event (RCE)</li> <li>Student Confrontation/School Board Employee non physical (SCE)</li> <li>Violation of Behavior Contract (VBC)</li> </ul> <p><b>SESIR Violation Codes</b></p> <ul style="list-style-type: none"> <li>Bullying/ Cyberbullying (BUL)</li> <li>Burglary (BRK)</li> <li>Disruption on Campus - Major Disorderly Conduct (DOC)</li> <li>Fighting (FIT)</li> <li>Harassment (HAR)</li> <li>Hazing (HAZ)</li> <li>Other Major OMC</li> <li>Sexual Offense SXO</li> <li>Simple Battery - including school board personnel (PHA)</li> <li>Tobacco (TBC)</li> <li>Threat/Intimidation (TRE)</li> </ul>	<ul style="list-style-type: none"> <li>Alternative Learning Placement</li> <li>Bus Suspension (1-10)</li> <li>Consultation</li> <li>Contract</li> <li>ISS (1-10)</li> <li>Loss of Privileges</li> <li>OSS (1-10)</li> <li>Recommendation for Expulsion with or without services</li> <li>Refer to Hearing Office</li> <li>Refer to Law Enforcement</li> <li>School Defined Consequence</li> <li>School Detention</li> <li>Work Detail/School Chores</li> </ul>	<ul style="list-style-type: none"> <li>Check In/Check Out with Identified Staff Member</li> <li>Counseling</li> <li>FEP- Family Education Program</li> <li>Letter of Apology</li> <li>Parent Contact</li> <li>Reflection Sheet</li> <li>School Defined Practice</li> <li>Student Conference</li> <li>Teach/Reteach Student Expectations</li> <li>Tobacco Education Program</li> </ul>

Level 4/Major Offenses		
Incident Description	Disciplinary Actions	Restorative Practices

<ul style="list-style-type: none"> <li>• Aggravated Battery (BAT)</li> <li>• Alcohol (ALC)</li> <li>• Arson (ARS)</li> <li>• Criminal Mischief &gt; \$1000 (VAN)</li> <li>• Drug Sale and Distribution, Excluding Alcohol (DRD)</li> <li>• Drug Use Possession, Excluding Alcohol (DRU)</li> <li>• Grand Theft &gt; \$750, including Motor Vehicle Theft (STL)</li> <li>• Kidnapping (KID)</li> <li>• Homicide (HOM)</li> <li>• Robbery/Extortion (ROB)</li> <li>• Sexual Assault (SXA)</li> <li>• Sexual Battery (SXB)</li> <li>• Sexual Harassment (SXH)</li> <li>• Trespassing (TRS)</li> <li>• Weapon Possession (WPO)</li> </ul>	<ul style="list-style-type: none"> <li>• Alternative Learning Placement</li> <li>• OSS (10)</li> <li>• Recommendation for Expulsion with or without services</li> <li>• Refer to Hearing Office</li> <li>• Refer to Law Enforcement</li> <li>• School Defined Consequence</li> </ul>	<ul style="list-style-type: none"> <li>• Check In/Check Out with Identified Staff Member</li> <li>• Counseling</li> <li>• FEP- Family Education Program</li> <li>• Letter of Apology</li> <li>• Parent Contact</li> <li>• Reflection Sheet</li> <li>• School Defined Practice</li> </ul>
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Category Action		
Parent Involvement	Parent Involvement is critical to upholding the Code of Conduct	<ul style="list-style-type: none"> <li>• Admin/Parent/Student Conference</li> <li>• Parent Phone Call</li> </ul>
School Defined	The School has the authority to define consequences based on the offenses	<ul style="list-style-type: none"> <li>• Consequence</li> <li>• Restorative Practice</li> </ul>
Restorative Practice	Restorative practices help students in taking ownership of their behavior and understanding how it affects others.	<ul style="list-style-type: none"> <li>• Apology Letter (required for each infraction)</li> <li>• Peer Mediation</li> <li>• Reflection Sheet</li> <li>• Restitution</li> <li>• Work Detail/School Chores</li> </ul>
Contract	Students may be placed on a contract as a way to correct behavior	<ul style="list-style-type: none"> <li>• Attendance Contract</li> <li>• Behavior Contract</li> <li>• No Contact Contract</li> </ul>
Detention	Students may be assigned detention as a consequence for Code of Conduct violations	<ul style="list-style-type: none"> <li>• After School Detention</li> <li>• Class Detention</li> <li>• Saturday Detention</li> <li>• Silent Lunch Detention</li> </ul>
Removal	Removal from Extracurricular Activities based on Code of Conduct Violations	<ul style="list-style-type: none"> <li>• Loss of Privilege(s)/Extracurricular Activities</li> </ul>
Consultation	Consultation with various departments to ensure student needs are met	<ul style="list-style-type: none"> <li>• ESE Department Collaboration</li> </ul>

		<ul style="list-style-type: none"> <li>• Referral to Family Education Program</li> <li>• Referral to School Counselor</li> <li>• Referral to Hearing Office</li> <li>• Referral to Social Worker or Mental Health</li> <li>• Referral to Tobacco Education Program</li> </ul>
Suspension	Students may be suspended from school for violations of the Code of Conduct	<ul style="list-style-type: none"> <li>• School Bus Suspension</li> <li>• In-School Suspension</li> <li>• Out-of-School Suspension</li> </ul>
Alternative Learning Placement	Students may be placed at the alternative school in lieu of expulsion	<ul style="list-style-type: none"> <li>• Alternative Learning Placement</li> </ul>
Expulsion	The School Board of Clay County must hear and vote on any case of Expulsion	<ul style="list-style-type: none"> <li>• Expulsion</li> </ul>

## 7.12 – Discipline and Students with Disabilities

The School District of Clay County is committed to providing all students with disabilities a free, appropriate public education. While this commitment includes all aspects of learning experiences for students with disabilities, it in no way lessens the School Board's intention to maintain a safe, orderly environment for the entire student and staff population.

Additionally, the School Board believes that the implementation of thoughtful, carefully constructed disciplinary procedures is a necessary component of student education.

Formal disciplinary actions described in the Clay County Code of Student Conduct may be used with students with disabilities when trained professionals have evidence that such strategies are appropriate to the student's conduct and contribute to his **the** learning process. When necessary to ensure the overall safety, welfare, and/or order of the school environment, a student with disabilities may be subjected to out of school suspension (not to exceed 10 school days within a school year) with all alternative procedures and safeguards affirmed. More serious violations may result in a recommendation for expulsion and/or an administrative placement in an Alternative Exceptional Education setting.

When working with students with disabilities, the goal is to focus on proactive strategies using positive behavioral interventions and supports with an intentionally reduced focus on exclusionary methods (i.e. out-of-school suspension). Individualized Education Plan (IEP) or 504 teams must convene when a student reaches his or her fifth day, or any time prior to the fifth day of out-of-school suspension in order to proactively address the student's needs.

Procedures which govern a change of placement generally follow these guidelines:

1. The district prohibits any student with a disability from being suspended out-of-school for more than ten (10) consecutive days or ten (10) cumulative days within a school year. Any disciplinary removal of a student with a disability for more than ten (10) days in a school year is considered a change of



placement. If a decision is made that a change of placement will occur for a student with a disability, the student's IEP or 504 team will be convened to conduct a manifestation determination review.

2. Students with disabilities who have been determined to have committed certain Level III or Level IV infractions of the Code of Student Conduct may be recommended for expulsion.
3. The manifestation **determination** review committee is a team of professionals trained to provide input regarding the student's needs and disability. The team conducts a comprehensive records/data review and makes a determination if the student's behavior was or was not a manifestation of the student's disability. The team shall include the school psychologist, appropriate Exceptional Student Education (ESE) or 504 personnel, parents/student, and administrative representation of the referring campus. If the student's behavior is determined to be a manifestation of the student's disability and the student's misconduct did not involve weapons, drugs, or serious bodily injury, the student may not be expelled and the student's original placement is restored. The IEP or 504 team will ensure the student's needs are addressed via the IEP or 504 plan.
4. If it is determined that the offense is a manifestation of the student's disability, but the conduct involves drugs, weapons, or serious bodily injury, the student may not be expelled, but may be provided services for a limited time in an alternative setting. For students with an IEP, a Functional Behavior Assessment/Positive Behavior Support Plan (FBA/PBSP) is to be generated or reviewed and added to the IEP. ~~For students with 504 Plan, a behavior plan will be generated or reviewed.~~ **For students with a 504 Plan, the 504 team should review and update any existing Behavior Intervention Plan or conduct a 504 Reevaluation to determine if a Behavior Intervention Plan is needed.**
5. If the manifestation determination team determines that the student's behavior is not a manifestation of the student's disability, the district may discipline the student according to its regular discipline code of conduct.
6. A district-wide discipline hearing may be held to consider the Principal's recommendations to the Superintendent.
7. The recommendations will be based on the Statement of Manifestation and the determination of eligibility for expulsion.
8. After a review of the following documentation by the ESE Director or Student Services staff, the Superintendent may notify the parents regarding the Clay County School Board hearing schedule and the rights accorded the student at the hearing:
  - a. Statement of Manifestation
  - b. Current IEP, including relevant matrix amendments, or 504 Plan or Least Restrictive Environment (LRE)
  - c. Functional Behavior Assessment/Positive Behavior Support Plan
9. All Due Process Rights and Procedures are granted to students with disabilities. Parents must be provided with a copy of the procedural safeguards at the IEP/Manifestation Determination or 504/Manifestation Determination meeting as applicable.
10. Under no circumstances shall expulsion of a student with disabilities result in a complete cessation of educational services. Students will be provided an alternative setting in order to ensure that the IEP or 504 Plan is continued.

~~NOTE: In reference to students with a 504 Plan, the consequences for drug or alcohol use or possession by any student with a disability are not different from non-disabled students.~~

## **ESE-Parent Notification 7.13 – Procedural Safeguards for Students With Disabilities**

Notice of **IDEA** Procedural Safeguards for Parents of Student with Disabilities

A copy of the ESE procedural safeguards will be provided to you when your child is initially referred and placed in the exceptional student education program and at each annual IEP meeting thereafter. You will also receive a copy when a decision is made to take a disciplinary action against your child that constitutes a change of placement, upon receipt of your first State or due process complaint, when you request an evaluation, and upon your request. For easy reference, the procedural safeguards are located on the Clay County District Website's Exceptional Student Education page. This document provides parents with a full explanation of the procedural safeguards available under IDEA and the Department of Education regulation such as: prior written notice, parent consent meetings, independent evaluations, records, state complaint procedures, mediation, hearings, administrative law judges, due process hearing rights, appeals of due process, placement during due process hearings and appeals, attorney's fees, discipline including long term removals and interim alternative educational settings (IAES), placement consent and revocation, and private school placements. **For additional copies or explanations of the procedural safeguards, you may contact your child's school and/or the ESE district office.**

### **Notice of Rights for Students With Disabilities and Their Parents Under Section 504 of the Rehabilitation Act of 1973**

A copy of the 504 procedural safeguards will be provided to you when your child is initially determined eligible for a 504 plan and at each annual 504 plan meeting thereafter. You will also receive a copy when a decision is made to take a disciplinary action against your child that constitutes a change of placement, upon receipt of an impartial due process hearing, and upon your request. For easy reference the procedural safeguards are located on the Clay County district's website Climate and Culture page.

The purpose of this notice is to inform parents and students of their rights granted to them under 504 [34 CFR 104.32] such as, the right to receive a free and appropriate education, evaluation, placement decisions, educational records, and grievance or complaint procedures.

### **7.14 – Students Charged with a Felony**

Pursuant to Section 1006.09(2), Florida Statutes, a student charged with a felony or delinquent act that would be a felony if committed by an adult, whether it occurred on or away from school board property, may be suspended or assigned to an alternative education program. Such assignment may be made upon determination that the student is eligible according to federal and state program criteria, and:

- ☐ the nature of the offense is such that the student poses a threat to safety of other students or personnel at school
- ☐ the student's safety is at risk by remaining in school or at a school-sponsored event with other students.

A principal can initiate this process in writing through the Hearing Office under authority of F.S. [1001.54](#) and guidance of F.S. [1006.13\(6\)](#). Suspension pursuant to this process shall not affect the delivery of educational services to the student and the student shall be enrolled in an alternative education program. Students who are eligible for services under the IDEA or Section 504 of the Americans with Disabilities Act are subject to those procedural safeguards. The recommendation of the principal to exercise this policy must be approved by the principal supervisor.

## Section 8 – Student Safety

### 8.1 – Threat Management Assessment

In support of maintaining school safety, staff will investigate reports of, or evidence regarding, **students who exhibit behaviors that indicate a potential intent to harm or other concerning behavior that requires intervention** student behavior on or off school grounds that could pose a threat to the safety or welfare of other students or staff .

Threatening or **concerning** ~~potentially dangerous behavior~~ **and communication** ~~may include~~ **may be expressed verbally, visually, in writing, electronically, or through other means. Concerning communications may be considered threatening, even if they do not involve a direct and explicit threat of violence. Concerning communications may also allude to hopelessness or suicide.** ~~verbal, written, or non-verbal communications or gestures. Threats may be direct, indirect, conditional, or veiled. Threats may be communicated in person, electronically, through a third party, or by other intentional or unintentional means.~~

In assessing the potential level of danger of a student's behavior, school staff may conduct a threat **intake and/or** assessment following district policy. Families may be invited to assist school staff in completing the assessment; however, family refusal to assist staff in completing the assessment will not prevent staff from completing those parts of the assessment about which staff is knowledgeable. Clay County District Schools may also make a **level of concern** determination ~~of risk~~ based on information received from law enforcement agencies, court personnel, mental health professionals, human services, or other agency partners.

Families will be notified when a threat assessment is being conducted, or as soon as possible after such assessment has been conducted, regarding their student. Records of student threat management assessments shall be provided to families upon request. ~~Students~~ **Parents will be invited** ~~may be required~~ to participate in the development of a **student support management** ~~safety~~ plan and comply with such a plan. SB Policy 9.18

### 8.2 – FortifyFL

[FortifyFL](#) is a suspicious activity reporting tool that allows you to instantly relay information to appropriate law enforcement agencies and school officials. It is available on the CCDS student portal, and may be downloaded to any portable device through the FLDOE website.

### 8.2 – SaferWatch App

[SaferWatch](#) is a free emergency notification app. Please take a short moment to download the free app to your phone by accessing the App Store for iPhone users or Google Play for Android users. The app is programmed so that when CCDS teachers and staff are on any of our district's properties, a mobile panic button is available for use in the event of an immediate emergency. For CCDS students, the app allows them to report suspicious activity and tips occurring in schools.

The SaferWatch App Terms of Service (ToS) prohibits using the app for **fraudulent, abusive, or illegal activity**. SaferWatch makes it clear that any suspected fraudulent, abusive, or illegal activity may be grounds for terminating the User's right to use the SaferWatch app.

SaferWatch's User Privacy Policy (UPP) states that anonymous tips may not remain anonymous in the event that a user makes a False Report with the app, and that SaferWatch may release the user's information to law enforcement in these circumstances.

Since SaferWatch connects to the 911/E911 system, the misuse of the app could result in criminal charges.

### **8.3 – Random Searches**

School officials or school employees designated by the principal may conduct random searches of groups of individuals if the checks are done in a minimally intrusive, nondiscriminatory manner (e.g., on all students in a randomly selected class; on every third individual entering an athletic event, etc.). Random searches may not be used to single out a particular individual or category of individuals.

If a school official or a law enforcement officer has reasonable suspicion to believe that a particular student is in possession of an illegal or unauthorized metal container, object, or weapon, he or she may conduct a metal detector check of the student's person and personal effects.

A student's failure to permit a search as provided in this policy will be considered grounds for disciplinary action, including suspension.

School personnel may conduct a search of a student's possessions, a student's locker, or any other storage area on school property or student vehicle without a warrant when school personnel have reasonable suspicion that illegal, prohibited, harmful items or substance, or stolen property may be concealed in such location. School personnel have the authority to search a student's possessions upon reasonable suspicion if the student refuses to reveal the contents inside.

School personnel are encouraged to attempt to obtain consent from a student to search for illegal, prohibited, harmful items or substance, or stolen property, but may proceed with a search without a student's consent, upon reasonable suspicion of a prohibited or illegally-possessed substance or object.

Principals are authorized to request from law enforcement the need to utilize trained dogs to detect the presence of illegally possessed substances or objects in student lockers, in student automobiles parked on campus, and any student possession that is located on campus per Florida Statute [1006.09\(9\)](#).

### **8.4 – Family and Behavior Expectations**

All Clay County District Schools students and staff deserve to learn and work in an environment free from disruption, threat or intimidation. Family members and adult visitors will display appropriate and professional adult behavior in schools, during school events and at sanctioned school activities at all times. In accordance with Florida law, failure of a family member or adult visitor to act appropriately may result in the violator being prohibited (trespassed) from being on school property or attending any school sanctioned events. In cases of significant disruption, law enforcement will be contacted regarding the matter.

## **Section 9 – Student Health**

## 9.1 – Immunization

The Florida Department of Health has published the ~~2023~~ 2020-21 School Entry Immunization Requirements on their [website](#), along with multiple resources to help families navigate the [Immunization Guidelines](#) for school-age and preschool/daycare requirements. There is a [FAQ](#) section to assist in this process.

A Certificate of Immunization (DH 680) indicating compliance with the current required schedule of immunizations must be presented prior to enrollment in school. A physical exam (performed within 1 year prior to initial enrollment in Florida public or private schools) is required for all students new to the district. ([FS 1003.22](#))

## 9.2 – Health Services/Screenings

The new Florida Statute [1014.06](#) titled “Parents’ Bill of Rights”, requires parental consent to provide health services in our schools. Parents will need to have a [consent form](#) for care provided in the school health rooms signed for each student and on file with the school. At the beginning of each school year, the Clay County Schools and the Florida Department of Health in Clay County are required, by law, (F.S. [381.0056](#)) to inform parents of the health screening program. This program is carried out to appraise, protect and promote the health of students through assisting in the early identification of health problems in the areas of hearing, vision, growth & development, dental, mental health, and scoliosis. These screenings are limited to procedures that do not penetrate the skin or any body orifice (i.e., any invasive screening requires written parent permission).

## 9.3 – Food Allergens

For the safety and wellness of our student body, outside foods and beverages that are not commercially prepared and/or packaged are not allowable at school events or for shared consumption. All outside foods and beverages must contain an FDA-compliant nutrition label and/or a complete list of ingredients that will allow school personnel and/or students to identify potential allergens.

## 9.4 – Live Lice Policy

The ~~Florida Department of Health in Clay County~~ District Schools are is committed to utilizing best practice recommendations for lice management in schools in a manner that respects the privacy of students and families. No Clay County District School (CCDS) personnel, parents of other students or unauthorized personnel other than clinic staff and school principal (on a need to know basis) will be notified of a student having lice/nits. Lice exclusions are viewed as necessary only when excessive infestations (more than 10 live lice, diagnosed by a treating health care provider) are present or there is lack of follow up with treating lice.

Per the Centers for Disease Control and Prevention, head lice can be a nuisance but they have not been shown to spread disease. Personal hygiene or cleanliness in the home or school has nothing to do with getting head lice. For more information, go to [head lice information for schools from the CDC](#).

Both the [American Academy of Pediatrics \(AAP\)](#) and the [National Association of School Nurses \(NASN\)](#) offers the following information and advocates that school districts review policies regularly based on the following reasons:

1. Many nits are more than ¼ inch from the scalp. Such nits are usually not viable and very unlikely to hatch to become crawling lice, or may in fact be empty shells, also known as ‘casings’.
2. Nits are cemented to hair shafts and are very unlikely to be transferred successfully to other people.

3. The burden of unnecessary absenteeism to the students, families and communities far outweighs the risks associated with head lice.
4. Misidentification of nits is very common during nit checks conducted by nonmedical personnel.
5. Lice are typically not spread within the school setting. Lice transmission requires close head-to head contact or the sharing of personal hair related items.

School health room staff responsibilities regarding lice in schools:

1. Educate school staff regarding head lice causes, treatment and common misconceptions such as:
  - a. Getting head lice is not related to cleanliness of the person or his/her environment.
  - b. Head lice are mainly spread by direct contact with the hair of an infested person.
  - c. Head lice are not known to transmit disease.
  - d. Head lice move by crawling, not hopping or flying.
  - e. Head lice are not reportable to the public health departments unless there are other communicable disease related concerns.
2. Educate students and their families about how to prevent lice and what to do if a family member has lice.
3. Collaborate with the Public Health Department or other resources in planning assistance to families who have chronic infestation.

### **Treatment:**

If you suspect a child has head lice, it's important to encourage the parent(s)/guardian(s) to consult with a pediatrician or family physician for proper care as soon as possible. Treatment failure may be caused by lack of response to a treatment, incorrect product usage, misdiagnosis of the original condition, or re-infestation. To help avoid these pitfalls, the physician can confirm the diagnosis, discuss treatment options, provide an appropriate recommendation, and advise parent(s)/guardian(s) on how to properly use the medication.

### **Key treatment considerations:**

1. A common approach to head lice treatment is to use an over-the-counter (OTC) medication. While these treatments have been effective in the past, resistance to some OTC head lice treatments has been reported in recent years. A 2016 study showed that 48 states now have lice that may be genetically predisposed to resistance to commonly used treatments.
2. There are new prescription treatment options available that are safe and do not require nit combing.
3. Parent(s)/guardian(s) should closely follow treatment instructions. Using extra amounts or multiple applications of the same medication is not recommended, unless directed by a healthcare professional.
4. Family bed linens and recently used clothes, hats, and towels should be washed in very hot water and dried on the highest setting.
5. Personal articles such as combs, brushes, and hair clips should be soaked in very hot water (at least 130° F) for 5 to 10 minutes.
6. All household members and other close contacts should be checked, and anyone with evidence of an active infestation should be treated. All persons with active head lice should be treated at the same time.

### **Communicating with families:**

School nurses will help educate the community about head lice and treatment options, including OTC and prescription products, through letters to parents at the beginning of the school year or during a lice outbreak, handouts in the nurse's office, and presentations during parent-teacher nights.



School nurses can also help prevent stigmatization in the community by spreading the word that head lice infest children from all backgrounds and walks of life. Anyone can get head lice, no matter how clean their home or hair is, or where they live or go to school or play.

#### **Head Lice Protocol:**

1. When live lice are identified, the child's parent or guardian WILL be notified that same day by telephone stating that prompt, proper treatment must be completed before return to school after live lice diagnosis.
2. There are many acceptable treatment options; however, treatment with a product that is both a pediculicide as well as ovicidal is the surest way to kill lice and prevent further re-infestation.
3. Students will not be allowed to return to school until proof of treatment is presented by parent(s)/guardians(s). Acceptable proof of treatment is a health care provider note, receipt from purchase of over-the-counter lice treatment or visual confirmation from CCDS health room staff of no live lice on scalp upon students return to school.
4. Notification letters should be sent home to alert parents only if a high percentage (20% or more) of children in a classroom are infested with lice.

### **9.5 – Home Responsibilities for General Health Updates**

It is the responsibility of the parent(s)/guardian to notify the school of any health condition of their student(s) which may require medication, treatment, or monitoring at school or on school-sponsored trips or activities.

It is the responsibility of the parent(s)/guardian to submit a properly executed "Authorization for Medication/Treatment" form (MIS 12470) to school administration if their student requires medication (including over the counter) or treatment to be given during the school day. Parents will be responsible for delivery and retrieval of medications to the school nurse/health designee. No medications are to be transported via the school bus system. All medications to be administered by school personnel shall be received and stored in the ORIGINAL container; this includes over-the-counter medications.

It is the responsibility of the parent(s)/guardian to notify the school immediately of any chronic or acute medical conditions a child may have and of any necessity for a child to be allowed to self-medicate during the school day. The Health Services Manual may be viewed at [Health Services](#).

## **Section 10 – Other Important Information for Families**

### **10.1 – Family Educational Rights and Privacy Act (FERPA)**

The revised Family Educational Rights and Privacy Act (FERPA) became a Federal law in November, 1974 (amended 1976). The intent of this law is to protect the accuracy and privacy of student educational records. The Clay County School Board has adopted a policy for the implementation of this Act and the Superintendent of Schools has approved administrative procedures for this purpose.

Accordingly, this notice outlines the type of student information collected and how that information is maintained and released. It further indicates the school officials who have the responsibility to follow appropriate procedures regarding the information.

Section 1003.25 and Section 1002.22, F.S. mandates that each principal maintain a permanent cumulative record for each student enrolled in a public school. Such records are to be maintained according to a format prescribed by rules of the State Board of Education. These State Board Rules also define the data which must be kept.

### **What information is in a student's record?**

Education records of a student include but are not necessarily limited to: personally identifiable data (student and parent name, address, birth date, birthplace, sex, race), academic record, standardized test results, attendance records, health data, family background information, teacher or counselor ratings and observation, psychological reports, extracurricular activities, honors and awards, list of schools attended, and any other evidence, knowledge, or information recorded in any medium and maintained and used by an educational institution or by a person acting for such institution. The principal may maintain a separate disciplinary file for students involved in misconduct to include, but not be limited to, description of misconduct, suspension notices, records of action taken, etc. As amended by NCLB (No Child Left Behind), the district will transfer disciplinary records, with respect to a suspension or expulsion, as part of the student's educational record to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full-or part-time basis, in the school (Section 4155 of the Elementary and Secondary Education Act of 1965). Confidential records created by the Department of Juvenile Justice are not included in a Student's Educational record. The destruction of student records is in accordance with a retention schedule approved by the Bureau of Archives.

### **Who has access to student records?**

Those persons having access to student records are the School Board, the Superintendent, school personnel within a school or school district with a legitimate educational interest and others specified by Section 1002.22 F.S. A Record of Request shall be maintained in the records. These records are maintained under the direction of the principal.

### **What are the rights of a parent or adult student?**

According to (34C.F.R. § 300.20), a parent means:

1. A natural or adoptive parent of a child;
2. A guardian;
3. A person acting in the place of a parent (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or
4. A surrogate parent; or
5. A foster parent if the natural parent's authority to make educational decisions on the child's behalf has been extinguished under State law and the foster parent has an "ongoing, long-term parental relationship with the child; is willing to make the educational decisions required of parents under the Act; and has no interest that would conflict with the interests of the child."
6. FERPA regulations indicate that in the situation when a student is dually enrolled in both a K12 educational institution and a post-secondary institution, the parents retain the rights over the student's education records maintained by the high school and the student retains the rights over the education records maintained by the college or university.

Parents, legal guardians, or adult students (age 18 and/or in post-secondary education) have the right of access, right of waiver of access, right to revoke waiver of access, right to challenge and hearing, and right of privacy of records maintained on their child, and a right of a copy of the record (at the cost of reproduction).

Transfer, disclosure, or release of student records requires prior written consent of the parent of eligible student exceptions include:

1. disclosures made to school officials with legitimate educational interests;
2. disclosures made to another school at which the student intends to enroll;
3. disclosures made to state or local education authorities for auditing or evaluating federal-or state-supported education programs, or enforcing relevant federal laws; and
4. disclosures including information the school has designated as “directory information.”

A parent who wishes to review his/her child’s record should make an appointment with the principal or school counselor. School personnel are available to interpret student record information. All such requests will be honored by school officials as soon as possible. It is required that requests be honored within thirty (30) days. A copy of the Clay County Student Records Policy is available in all schools, and at the School Board offices in Green Cove Springs.

In case of divorce or legal separation, either parent may have access to a child’s educational record unless an appropriate court order to the contrary has been filed with the school.

Whatever rights are vested in the parent shall pass to the student whenever the student has attained eighteen (18) years of age or is attending a postsecondary educational institution, unless the student continues to be carried as a dependent on the parent’s income tax return. [Ref. 1002.22(3)] Students under age 18 may assume adult rights if they become married or are emancipated by court order. [Ref. F.S. 743.01 and 743.015] Note: Pregnant and parenting teens continue as minors unless they become married or emancipated by court order.

Parents or eligible students have the right to file a complaint with the Department of Health and Human Services concerning the alleged failure by the educational agency to comply with Section 438 of the Act. (200 Independence Avenue, S.W., Washington, D. C., 20207). [F.S. 1000.21\(5\)](#) defines “Parent” as: either or both parents, any guardian, or any person who is in a parental relationship to a student, or who is exercising supervisory authority in place of a parent over a student of public school age. The school district specific guidelines regarding “in-loco parentis” situations are detailed in School Board Policy [4.08](#).

### **Are there any records which the school can refuse to show a parent or eligible student?**

The right to access does not pertain to the following educational records: teacher’s/counselor’s /administrator’s personal notes and records that are not accessible to any other person except a substitute of any such person; law enforcement records which are maintained solely for their purposes; personnel records, physician, psychologist, psychiatrist records, or other recognized professional or paraprofessional records that are maintained solely in connection with treatment; letters of recommendation/evaluation which were considered confidential and entered into the record prior to July 1, 1977. No public educational institution shall maintain any report or record relative to a pupil or student which includes a copy of the pupil’s or student’s fingerprints. The name and address of the office that administers FERPA is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202-5920; See additional details in F.S. 1002.22(2)(c)1-8.

### **What information is released without parent permission?**

The School District of Clay County reserves the right for its agents to release “directory information” without prior permission of the parent or adult student. Directory information is information that is generally not considered harmful or an invasion of privacy if released. Such information will be limited to name, address, telephone number (if not unlisted), electronic mail address, field of study, age, participation in school

sponsored activities, height and weight of athletic team members, dates of attendance, most recent school attended, and degrees and awards received.

This information relating to the student body in general (bulk information release) may not be released to any individual or agency unless it is normally published for the public in general. Such information may be released only to a business rendering services under contract with the School Board. Examples: the local newspapers, television, school newspaper, school yearbook, or military services.

Section 9528 of the No Child Left Behind (NCLB) Act requires local education agencies (LEAs) to provide military recruiters with the name, address, and telephone listing of secondary students. The District shall honor any request of a parent or eligible student to withhold any or all of the information relating to a particular student. Photographs are designated as directory information and annual yearbooks and other publications may customarily include student photographs. Parents or eligible students objecting to the use of specific directory information must notify the school principal of such objection in writing within the first month of the student's enrollment. Notification objecting to the use or disclosure of directory information must be in writing and either hand delivered to the Principal of the school at which the student is attending, sent by mail to the Director of Information Services/Public Records Officer at the county office of the Clay County District Schools, 900 Walnut Street, Green Cove Springs, Florida 32043 or sent by email to [optoutferpa@myoneclay.net](mailto:optoutferpa@myoneclay.net).

Personally identifiable information may be disclosed, transferred, or released without prior consent of the parent or eligible student in connection with enrollment in another school, in emergency situations, application for financial aid, research, a state statute, or an accrediting organization; a court of competent jurisdiction in compliance with an order of that court, or a lawfully issued subpoena upon the condition that the pupil or student and his parent are notified of the order or subpoena in advance of compliance therewith by the educational institution.

In preparation of cases for prosecution under the Compulsory School Attendance and Child Welfare Law (F.S. 1003.21), the school system is authorized to release pertinent data in interpretative form to the State Attorney's Office, to the Department of Juvenile Justice, and the appropriate court without parent consent.

## **10.2 – Student Device Electronic Agreement**

Please read the following carefully before electronically signing this document. This is a legally binding contract and must be signed by the student ("Student") and a Parent or Legal Guardian ("Parent/Guardian") before a Chromebook (hereafter "Electronic Device") is assigned to you.

### **Purpose**

The primary purpose of Clay County District School's provision of access to electronic devices, network resources, and computer support services is to facilitate education and research consistent with the educational objectives of Clay County District Schools ("CCDS").

This Agreement must be signed by both the Student and the Parent/Guardian and is binding upon both parties.

### **Terms and Conditions**

Term and Termination: This Agreement shall commence on the issue date and shall terminate at the end of the school year the agreement is signed.

### **Student and Parent/Guardian's Obligations**

Student and their Parent/Guardian agrees to:

[Return to Table of Contents](#)

1. Use, maintain, and keep the Electronic Device in good operating order, at their own expense, in the manner for which it was designed and intended
2. Not allow or make any alterations or additions to the Electronic Device without the prior written consent of CCDS
3. Return the Electronic Device to CCDS in the same condition as received on the beginning date of the Agreement, minus reasonable wear and tear
4. Use the Electronic Device in ways that are not disruptive, offensive, harmful, or otherwise improper or against the acceptable use policies of CCDS
5. Provide CCDS with written notice to any change in address or telephone number during the term of this Agreement

### **Issuing Electronic Devices**

If you have an objection to your student using CCDS electronic devices, you must notify the school of your objection, in writing, within 48 hours of your receipt of this information.

### **Return of Electronic Device**

Students are required to return the Electronic Device to the assigned school administrative office upon:

Graduation OR

1. Transfer from CCDS School OR
2. Temporary or permanent discontinuance of schooling OR
3. Last Day of School OR
4. Termination of this Agreement for Failure to Comply

Student and Parent/Guardian acknowledge that failure to return the property after notice of termination constitutes theft.

### **Failure to Comply**

Failure to comply with any of the terms of this Agreement may result in the imposition of fines (for repair or replacement of the device), termination of the Student's ability to participate in this Program, and/or the imposition of appropriate civil or criminal penalties against Student and/or Parent/Guardian.

### **Criminal or Civil Liability**

Student and Parent/Guardian acknowledge that they are subject to criminal prosecution or civil liability for the destruction or misuse of the device. A theft report will be filed with the local Law Enforcement if a device is reported as stolen and Student and Parent/Guardian would still be financially responsible for the Electronic Device.

### **Ownership of Electronic Device**

The Electronic Device is, and shall remain, the property of CCDSB. Student and Parent/Guardian shall have no right, title, or interest herein or thereto except as expressly set forth in this Agreement.

Student and Parent/Guardian shall not assign rights or obligations under this Agreement or enter into any sublease of all or any part of the Electronic Device.

### **Warranty**

Student is being issued the device acknowledges that the device is being presented "as is" without warranty, other than any warranty provided by the manufacturer of the Electronic Device.

### **Lost or Damaged Electronic Device**

[Return to Table of Contents](#)

Should the Student damage or lose the Electronic Device, the Student and Parent/Guardian will be responsible for paying all outstanding lease payments for the entire term of this Agreement or repair cost, as applicable.

### **Right to Audit**

As permitted by law, CCDS reserves and intends to exercise the right to review, audit, intercept, access, and search the Electronic Device at will, monitor data usage and messages on the Electronic Device at any time for any reason, without notice or other restrictions.

### **Computer Resource Use Policies**

All users of CCDS devices and network resources are required to comply with the following:

1. Files, user ID's, passwords, and computer output belonging to an individual or to CCDS are considered to be personal property, but may be subject to audit by CCDS.
2. Users shall not examine, change, or use CCDS or another person's files, output, or usernames for which they do not have explicit authorization.
3. Users shall not deliberately attempt to degrade system performance or capability. Knowledge of systems or special passwords shall not be used to damage a system or file, or to change or remove information without authorization.
4. Users shall not use the system for any illegal purpose or to enter or send any material that is obscene, pornographic, or defamatory, or material that is intended to annoy, harass, or alarm another person.
5. All users shall use software only in accordance with applicable license agreements. Users shall not make unauthorized copies of any software under any circumstances. Duplication of licensed software for any purpose except for backup and archival purposes or when otherwise specifically authorized is prohibited. Users shall not give or transfer software to anyone except other authorized users of the CCDS network or device without specific approval from the CCDS. All software must be lawfully purchased or acquired.
6. Use of computer systems and databases shall be limited to the purpose(s) for which access is granted. Unless such use is specifically granted, use of CCDS digital resources for personal or private use for-profit, is prohibited.
7. Students are authorized to use electronic devices and network services for incidental personal use, provided such use does not interfere with the educational objectives of CCDS or overload network resources, thereby denying it to others.
8. Repeated minor infractions of the Student Responsible Use Guidelines or violations of a serious nature may result in the temporary or permanent loss of network access and/or Electronic Device use. More serious violations that may result in permanent loss of network access and/or Electronic Device use include, but are not limited to, extending computing resources to unauthorized users, attempts to steal passwords or data, unauthorized use or copying of licensed software, unauthorized attachment of personal computers to the CCDS network, unauthorized use of another's account, or overloading network resources thereby denying it to others. No payments made for the Electronic Device will be refunded if network access and/or Electronic Device use is denied due to violations or infractions of any CCDS or computer use policies, whether or not such infractions are mentioned in this Agreement.
9. Filtering will be provided by CCDS for school and off-site use. This filtering is a best effort to ensure that inappropriate material is not accessed by students whether in school or off site. No filtering solution is perfect, and this service is being provided free of any warranty.

## **10.3 – Responsible Use Guidelines**

### **Discovering Endless Possibilities**

Technology is an integral part of the CCDS curriculum across subjects and grades in developmentally appropriate ways, and it is aligned to the competencies listed in the Florida Standards which include: seek



knowledge and understanding; think critically and solve problems; listen, communicate and interact effectively; exhibit strong personal qualities; and engage and compete in a global environment.

### **Technology Agreement**

I understand that using digital devices (whether personal or school owned) and the CCDS network is a privilege, and when I use them according to the Responsible Use Guidelines I will keep that privilege. I understand that I have no right to privacy when using the CCDS network.

All students of Clay County District Schools agree to follow the Clay County District Schools Code of Student Conduct, school rules, and commit to the following Responsible Use Guidelines:

I will:

1. use digital devices, networks, email, and software in school for educational purposes.
2. keep my personal information (including home/mobile phone number, mailing address, and user password) and that of others private.
3. show respect for myself and others when using technology, including social media.
4. give acknowledgement to others for their ideas and work.
5. report inappropriate use of technology immediately.

The **Responsible Use Guidelines** will be reviewed each school year together with students and teachers and will provide a springboard for teaching and learning around topics such as Internet safety, digital citizenship, ethical, and appropriate use of technology.

## **10.4 – Child Abuse Reporting**

All employees and agents of the District School Board are authorized and mandated by Florida Statute [1006.061](#) to report all actual or suspected cases of child abuse, abandonment, or neglect to the Department of Children and Families, Central Abuse Hotline (1-800-962-2873), and to provide them with the necessary information to pursue such complaints. Employees have immunity from liability if they report such cases in good faith.

## **10.5 – Use of Student Work, Video, and Photographs**

From time to time, students have the opportunity to be recorded, photographed, or display artwork. Some of these recordings, photographs, schoolwork or artwork may be archived, included in the local news, on the school's CCTV or web page, and may eventually air on the School District of Clay County educational channel or be used at local, state or national conferences.

If you have an objection to your student's work or name being used for any of the above purposes, or if you object to photographs or recordings of your student being used, you must notify the school of your objection, in writing, within 48 hours of your receipt of this information.

For your information, if your student is an exceptional education student, your explicit, written permission will be obtained prior to any media release which identifies your student by name, along with his exceptionality or exceptional placement designation.

## 10.6 – Social Media Guidelines

In accordance with the Clay County District Schools' Student Code of Conduct, the District expects students to set and maintain high ethical standards in their use of social networking. Personal use of social media may have an effect at school. While at times it is easy to tell whether social media use is school-related or personal, at other times it may be difficult to distinguish fully between different uses. Sometimes, personal social media use, including off-hours use, may result in disruption at school and the school may need to get involved. This could include disciplinary action such as a parent conference, suspension, alternative disciplinary placement, and/or expulsion. It is important to remember that infractions outlined in the CCDS Student Code of Conduct prohibiting certain types of communication also apply to electronic communication. To be safe, be in control of what you do online, even if it is during personal time.

### Guidelines for Student Use of Social Media

1. Think before you post. Clay County District Schools recommends that students use discretion when posting to social media sites at all times and requires that students follow the CCDS Student Code of Conduct when on school district property.
2. If you see anything of concern on a fellow student's social networking page or account, you should promptly contact your school based administration, your teacher, or other school staff.
3. Be thoughtful about what you share online and consider how it would appear to family, friends, colleges, and future employers. Do not post or link anything (photos, videos, web pages, audio files, forums, groups, fan pages, etc.) to your social networking site(s) that you wouldn't want anyone to access. Social media venues are public and information can be shared beyond your control.
4. When responding to others, remember to be respectful and avoid comments that may be hurtful. You should refrain from using profane, obscene, or threatening language.
5. Use of school or District logos or images on your personal social networking sites is prohibited. The Clay County District Schools reserves the right to request school-related images or content posted without permission to be removed from the internet. If you wish to promote a specific activity or event, you may do so only by means of a link to school or District official social media accounts.
6. You should always take responsibility for what you post. Do not misrepresent yourself by using someone else's identity.
7. Only accept invitations to share information from people you know. Utilize privacy settings to control access to your network, web pages, profile, posts, blogs, wikis, podcasts, digital media, forums, groups, fan pages, etc.
8. Online stalkers and identity thieves are a real threat. Never share personal information, including, but not limited to: Social Security numbers, phone numbers, addresses, exact birth dates, and pictures with parties you don't know or on unsecure sites.
9. Users should keep their passwords secure and never share passwords with others. If someone tampers with your blog, email, or social networking account without you knowing about it, you could be held accountable.
10. Cyberbullying is considered an act of harassment. See the CCDS Student Code of Conduct for detailed information.

## 10.7 – Rights of Divorced Parents

Under current divorce laws, "shared parental responsibility" awards both parents full rights to the child, although "primary physical residence" is awarded to one parent. Neither parent has priority over the other with regard to the child's education, both parents have full and complete rights to pick up the child, to inquire about school work, and participate in school activities. The parent(s) should provide the school with a copy of the final

court judgment to determine new shared responsibility. Additional court documents, such as injunctions or modifications to the final judgments, should be provided to the school immediately as these may put new limits on access rights of a parent."In the event a parent is not granted shared parental responsibility then that parent may not pick up or check out the child unless the parent who is the primary residential custodian informs the school in writing that such actions are acceptable.

Custody papers issued by a court outside the state of Florida will not be accepted at face value. Out-of-state documents must be domesticated through the Florida Courts.

## **10.8 – Parental Concerns Regarding Employees**

The Clay County School Board recommends that parents who have a complaint about an employee begin by registering their concern directly with the employee in question, if possible. The vast majority of parental concerns are solved at this level. If not, parents are urged to contact the principal, district office staff, the Deputy Superintendent or the Superintendent to express their concerns.

Parents are often asked to put their concerns in writing. While this is not a requirement, it is often important, depending on the seriousness of the charge and the ultimate action proposed as the result of investigation. It is not the school system's intent to discourage parental concerns by establishing complex procedures for registering them. It is our intent, however, to make certain that parents are heard, that their concerns are investigated, if appropriate, and that our employees' due process rights are protected.

## **10.9 – Student Surveys**

No Child Left Behind (NCLB) requires Local Education Agencies (LEA's) to notify parents and/or obtain parental consent prior to the administration of a student survey that is:

1. part of an "applicable program" (funded in whole or in part by any program administered by the United States Department of Education (USDOE) require LEAs to obtain prior written consent of the parent.
2. surveys that are created by a third party (funded by sources other than USDOE programs) required LEAs to adopt specific policies. (These surveys do not require prior written parental consent but instead require districts to offer parents the opportunity to opt the student out of participation.)

LEAs are required to make the survey instrument available for inspection by parents regardless of funding source. By request of the State of Florida, school districts administer the Florida Youth Survey (FYS) which is funded from sources other than the USDOE. The district is required to offer parents the opportunity to opt their child out of the survey.

# Appendix A: Glossary

Commonly used acronyms and definitions of educational terms frequently used in Clay County District Schools:

Glossary of Acronyms and Definition of Terms	
<b>504 Plan</b>	Disability Accommodation Plan under Section 504 Rehabilitation Act of 1973
<b>Access Points</b>	Expectations written for students with significant cognitive disabilities to access the general education curriculum
<b>Achieve3000</b>	Reading and writing intervention program using non-fiction text to differentiate instruction
<b>ACT</b>	American College Test; college entrance exam
<b>ADD/ADHD</b>	Attention Deficit/Hyperactivity Disorder
<b>AP</b>	Advanced Placement
<b>ASD</b>	Autism Spectrum Disorder
<b>AYP</b>	Adequate Yearly Progress
<b>CCEA</b>	Clay County Education Association
<b>CESPA</b>	Clay Educational Staff Professional Association
<b>CTE</b>	Career and Technical Education
<b>CVA</b>	Clay Virtual Academy
<b>ELA</b>	English Language Arts
<b>ELL</b>	English Language Learners
<b>EOC</b>	End of Course Exam
<b>ESE</b>	Exceptional Student Education
<b>ESL</b>	English as a Second Language
<b>ESY</b>	Extended School Year
<b>FERPA</b>	Family Educational Rights and Privacy Act
<b>FHSAA</b>	Florida High School Athletic Association
<b>FLDOE</b>	Florida Department of Education
<b>Focus</b>	CCDS Student Information System
<b>FSA</b>	Florida Standards Assessment
<b>GPA</b>	Grade Point Average

<b>Guardian</b>	School employee qualified and trained to carry a gun on a school campus
<b>IDEA</b>	Individuals with Disabilities Education Act
<b>IEP</b>	Individualized Education Plan
<b>IQ</b>	Intelligence Quotient
<b>i-Ready</b>	An interactive online learning environment for reading and math
<b>LLI</b>	Leveled Literacy Intervention
<b>PSAT</b>	Preliminary SAT; practice college entrance exam
<b>RAIT</b>	Risk Assessment & Intervention Team
<b>SAC</b>	School Advisory Council
<b>SAT</b>	Scholastic Assessment Test; college entrance exam
<b>SEDNET</b>	The Multi-agency Network for Students with Emotional/Behavioral Disabilities creates and facilitates a network of key stakeholders committed to assisting in the provision of a quality system of care for students with or at-risk of emotional or behavioral challenges
<b>SEL</b>	Social-Emotional Learning
<b>SESIR</b>	School Environmental Safety Incident Reporting; FLDOE student behavior coding system
<b>SIPPS</b>	Systematic Instruction in Phonological Awareness, Phonics, and Sight Words
<b>SIS</b>	Student Information System
<b>SRO</b>	School Resource Officer
<b>STEAM</b>	Science, Technology, Engineering, Arts, and Mathematics
<b>STEM</b>	Science, Technology, Engineering, and Mathematics
<b>YMHFA</b>	Youth Mental Health First Aid

## Appendix B: Behavior Infraction Codes

### Level 0

Level 0 codes are reserved for documentation purposes only for state reporting purposes and student behavior records. Any actions/intervention can be administered and recorded in the student information system at the principal's discretion. Suspension of any kind should not be used with these codes.

**Behavior Incident Tracking (BIT)** - To be used for documentation of problematic student behaviors. Consequences can be issued using this code.

**Unsubstantiated Bullying (UBL)** – After a complete investigation and follow up of a reported bullying incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under definition of bullying as listed in the Jeffrey Johnston Stand Up for all Students Act (Florida Statute [1006.147](#)).

**Unsubstantiated Harassment (UHR)** – After a complete investigation and follow up of a reported harassment incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under definition of harassment as listed in the Jeffrey Johnston Stand Up for all Students Act (Florida Statute [1006.147](#)).

### Level 1

Level 1 infractions is relatively minor misbehavior or general classroom disruption that interferes with the orderly educational process in the classroom or other areas.

**Dress Code Violation (DRS)** - To dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety. Non-conformity to the general code of appearance as outlined in Board Policy.

**Profanity/Obscene Language or Gesture (PRO)** – Abusive, profane, obscene or vulgar language (verbal, written, or gestures) or conduct in the presence of another person.

**Providing False Information Lying/Forgery (FLS)** - Giving false or misleading information, either oral or written, which may injure another person's character or reputation or disrupt the orderly process of the school. Intentionally providing false or misleading information to, or withholding valid information from, a school staff member. This includes Forgery - to fashion or reproduce for fraudulent purposes, such as signing parents' name to a note.

**Skiping Class (SKP)** – If the student does not report to their assigned class but has been marked present throughout the school day or if the student reports 15 minutes or later to their assigned class.

**Tardiness (TAR)** - Late to class or school; if the student arrives 15 minutes after the beginning of class w/o permission then the student is considered SKP/skiping class.

**Violation of Classroom Rules (VCR)** - Violation of specific posted or written class rules that are not necessarily a disruptive behavior. Breaking behavioral contract, thereby progressing to the next disciplinary level as specified in the school student handbook.



**Cheating** - Academic cheating is defined as representing someone else's work as your own. If the student cheated on their own with no other student or participant then the cheating will be a Violation of Classroom Rules. In the event the student was cheating with multiple participants or on a state assessment, the student will receive Inappropriate Conduct.

- Example: having answers prior to an exam.

**Wireless Communication Device (WCD)** - Use of a wireless communication device in a way that is not outlined in the Wireless Communication Device Guidelines. (Refer to Inappropriate Use of Technology/Wireless Communication Devices as a possible code)

## **Level 2**

Level 2 infractions are acts of misbehavior whose frequency and seriousness tends to disrupt the learning climate of the school. These infractions usually result from a continuation of Level 1 misbehavior and require administrative personnel intervention. This misconduct must be reported to the appropriate school administrator for disciplinary action. The administrator will follow the procedure designated for major violations (Level 1) when investigating the situation and deciding on disciplinary action.

**Abuse of School Property vandalism under \$1,000 (ABS)** - To use wrongly or improperly, or to maltreat any school equipment or property, including, but not limited to, the inappropriate use of a computer by breaking into restricted accounts or networks, modifying or destroying files without permission, illegally copying software and entering, distributing or printing unauthorized files.

**Defiance/Disrespect Insubordination (DEF)** - Refusal or failure to obey, marked by resistance to authority. The flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority. Examples see below:

Leaving Class Without Permission - Student did not have permission granted by the teacher or other school entity to leave the classroom environment; unauthorized leaving of assigned class.

**Inappropriate Conduct (IAC)** - Violation of specific posted or written school rules that are not necessarily a disruptive behavior. Breaking behavioral contract, thereby progressing to the next disciplinary level as specified in the school student handbook.

Cheating - Academic cheating is defined as representing someone else's work as your own. If the student cheated on their own with no other student or participant, the cheating will be a Violation of Classroom Rules. In the event the student was cheating with multiple participants or on a state assessment, the student will receive IAC: Inappropriate Conduct. Several examples of IAC include sharing work with someone else, purchasing an academic paper or test questions in advance, paying another student to do the work, and plagiarism.

Gambling - One who participates in games of chance or skill for money or profit.

**Leaving School Without Permission (LVS)** – Unauthorized leaving of school grounds.

**Low Level Confrontation (DSP)** - Student who deliberately pushes, pulls, shoves, strikes, taunts, antagonizes, or mutual physical altercation with another student or by acts or words that does not result in any injuries and is stopped by verbal intervention.

**Possession of an Inappropriate Object (POS)** - Possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, cellular telephones, portable cassette or CD players, electronic games, rollerblades, skateboards, lighters, hats, etc. and any other items that cause distraction and/or damage to persons or property or otherwise interferes with learning. An example

[Return to Table of Contents](#)

is the possession of a pocket knife which may be potentially dangerous or harmful to others. These items will be confiscated.

**Stealing/Petty Theft <\$750 (STP)** - taking of property while on school grounds or from a vehicle on school property worth under \$750

**Student uses Profanity directed at a School Board Employee (SPE)** - A student who intentionally engages in a verbal confrontation involving a school board employee with profanity/obscene gestures. If the verbal confrontation involves a threat, the behavior will be coded as Threat/Intimidation (**TRE**).

### **Level 3**

Level 3 infractions are major acts of misconduct. They include serious disruptions of school order and threats to the health, safety and property of others. The misconduct must be reported promptly to a school administrator, who may remove the student from the school or activity immediately.

### **Local Codes**

**Felony Charges (SAO)** - Previously defined as State Attorney Charges.

**Identity Theft (IDT)** - When a student represents themselves as another individual (including but not limited to students and district employees) with the intent of creating confusion or disruption to another's well-being. The fraudulent acquisition and use of a person's private identifying information.

**Inappropriate use of Technology/Wireless Communication Devices (TEC)** - When the possession of a wireless communication device disrupts the educational process. This includes the unauthorized use of a wireless communication device to capture images or recordings without permission during school hours, attaching power cords to school devices, and/or the unauthorized use on school buses in the absence of an emergency concerning safety-to-life issues (defined as a bus accident, mechanical breakdown which delays the normal route, and/or thirty (30) minutes or more in a route delay).

**Multiple Level 2 Infractions (MUL)** - If a student commits 7 or more Level 2 infractions they may receive a "multiple level 2" infraction. This code can be used to initiate a Hearing Office Referral.

**Room Clearing Event (RCE)** – Should a student create an unsafe environment and the student population of the classroom needs to be removed for their safety.

Examples:

1. Student is throwing objects and turning over chairs
2. Student is running around the classroom and refuses to stop while pushing into other students.

Non-Example:

1. Student refuses to do work and yells when asked to begin.
2. Student throws an object not directed towards another student

**Student Confrontation/ School Board Employee Non Physical (SCE)** - A student who intentionally engages in a confrontation involving a school board employee.

**Violation of Behavior Contract (VBC)** – If a student violates the school or district behavior contract.

**SESIR Codes** - These are violations defined by the Florida Department of Education and are to be reported as School Environmental Safety Incident Reporting incidents.

**Bullying/Cyberbullying (BUL)** - Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. Bullying includes instances of cyberbullying, as defined in Section 1006.147(3)(b), F.S. Bullying may include, but is not limited to, repetitive instances of teasing, social exclusion, threats, intimidation, stalking, physical violence, theft, harassment, public or private humiliation, or destruction of property. If the physical harm or psychological distress is not the result of systematic or chronic behavior, evaluate for Harassment.

Examples:

1. Student uses a cell phone to take a picture of a student using the bathroom at school and shares it electronically.
2. Student spreads nasty rumors at school about another person, in conversation, in a note, or electronically.
3. Student repeatedly teases another person in a mean way, calling him/her inappropriate names, making fun of his/her appearance, or the way he/she talks, dresses, or acts.

Non-Examples:

Student calls another student an inappropriate name once.

The most common places where cyberbullying occurs are:

1. Social Media, such as Facebook, Instagram, Snapchat, and Twitter
2. SMS (Short Message Service) also known as Text Message sent through devices
3. Instant Message (via devices, email provider services, apps, and social media messaging features)
4. Email

**Burglary (BRK)** - Unlawful entry into or remaining in a dwelling, structure, or conveyance with the intent to commit a crime therein.

Examples:

1. Student or other breaking and entering into:
  - a. a school building during athletic events,
  - b. a school bus, or
  - c. a residential garage that is being used for a school-sponsored event
2. Student or other willfully remaining within a building after it has been secured and committing a crime, such as vandalism or theft.

Non-Examples:

1. Student or other entering an unlocked gym, without permission, and using the basketball court.
2. Student or other wandering the halls, after hours, after entering through an unlocked door.

**Disruption on Campus (DOC) - Major** - Disruptive behavior that poses a serious threat to the learning environment, health, safety or welfare of others. **Examples of major disruptions include bomb threats, inciting a riot, or initiating a false fire alarm.**

Examples:

1. Student or other making a bomb threat.
2. Student engaging in disruptive behavior that causes the bus driver to stop the bus to ensure the safety of the group.
3. Student or other causing an incident that results in closing the cafeteria.
4. Student or other inciting a riot.
5. Student or other pulling the fire alarm.

6. Student or other deliberately crashing the school computer system.
7. Student or other causing an incident that prevents others from proceeding to the next class or prevents egress.

Non-Examples:

1. Disruption of a single classroom.
2. Student defying authority.
3. Student disobeying or showing disrespect to others.
4. Student or other using obscene or inappropriate language or gestures.
5. Student not sitting in seat and/or talking loudly while school bus is moving.

**Fighting (FIT)** - When two or more persons mutually participate in use of force or physical violence that requires **either** physical **intervention** **restraint** or results in injury **requiring medical attention**.

Examples:

1. Student or other engaging in a fight/combat with another and physical **intervention** **restraint** is necessary to stop it.
2. Student becoming engaged in a fight which results in the need for first aid or medical attention for one or both of the participants.

Non-Examples:

1. **Student engaging in "horseplay"**
2. Student verbally confronting another student/teacher.
3. Student or other engaging in pushing and shoving who is easily separated or stopped.
4. Student or other engaging in a fight which is resolved without injury or need for physical intervention.

**Harassment (HAR)** - Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or has the effect of substantially disrupting the orderly operation of a school, including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose. Instances of Harassment that are chronic or repeated in nature should be evaluated for Bullying or Bullying-related.

Example:

One student approaches another student and makes an insulting gesture. The targeted student runs off in tears and is visibly upset.

Non-Example:

Two students approach each other and one student makes an insulting gesture towards the other student. Both students are good friends, no offense was taken by either student from the interaction.

**Hazing (HAZ)** - Any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior, or any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Examples:

Pressuring, coercing or forcing a student into: 1) violating state or federal law; 2) consuming food, liquid, drug, or other substance; or 3) participating in physical activity that could adversely affect the health or safety of the student **for purposes of initiation or admission**.

Non-Examples:

Requiring new team members to attend additional supervised practices.

**Other Major (OMC)** - (Major incidents that do not fit within the other definitions) Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified. This includes any drug or weapon found unattended and not linked to any individual; such incidents must be coded with the appropriate Related element (such as Drug-related or Weapon-related) and incident involvement must be reported as unknown.

Examples:

1. Student produces or uses counterfeit money.
2. Student participates in gambling activities, **i.e., throwing quarters for money.**
3. Student possessing drug paraphernalia.
4. Student possesses pornographic materials depicting others under the age of 18.

Non-Examples:

1. Student arrested for violating probation.
2. Student or other arrested for committing crimes off-campus.

**Sexual Offenses (SXO)** - Other sexual contact, including intercourse, without force or threat of force, subjecting an individual to lewd sexual gestures or comments or sexual activity, or exposing private body parts in a lewd manner.

Examples:

1. Student or other participating in sexual activity in front of a student.
2. Student or other intentionally exposing genitals.
3. Student or other touching the buttocks of another in lewd, lascivious manner.
4. Two or more students engaging in sexual activity.
5. Student or other soliciting or encouraging a person to commit a sexual act.

Non-Examples:

1. Students kissing consensually.
2. **Student swearing**
3. A kindergarten child relieving himself publicly.
4. A first grade student hugging another.
5. Student inadvertently touching the breasts, buttocks or groin of another student.
6. Inappropriate or suggestive gestures.

**Simple Battery (PHA)** - An actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual.

Example:

1. Throwing an object and hitting someone hard enough to cause injury.
2. Aggressively punching another person in the face.
3. Student committing a battery upon a school district employee such as a teacher or other staff person.

Non-Examples:

1. Horseplay, low-level pushing and shoving between students.
2. Student or other engaging in a fight/combat with another and physical restraint is necessary to stop it.
3. Student becoming engaged in a fight which results in the need for first aid or medical attention for one or both of the participants. (Refer to Fighting as a possible alternative code.)

**Tobacco (TBC)** -The possession, **sale, purchase,** distribution, or use of tobacco **or nicotine** products ~~and vape/vaping-related products~~ on school grounds, at school-sponsored events, or on school transportation by any person under the age of 21.

Examples:

1. A student under 21 possessing and/or smoking cigarettes, cigars, etc.
2. A student under 21 possessing and/or using a nicotine dispensing device or electronic nicotine delivery system (ENDS) such as electronic cigarettes, vape pens, hookah pens, etc.
3. A student using smokeless tobacco or nicotine products.

Non-Examples:

**A 21-year old student smoking a cigar on campus.**

~~Student in possession of any oils or products containing THC or CBD (refer to **DRU**).~~

~~Student in possession of aromatic essential oils.~~

**Threat/Intimidation (TRE)** - An incident where there was no physical contact between the offender and victim, but the victim reasonably believed that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal threats and verbal threats of physical harm which are made in person, electronically or through any other means.

Examples:

1. Student or other willfully and repeatedly following another or stalking with intent to cause the person to fear for their safety.
2. Student or other who willfully and repeatedly uses email or text messages to cause another to fear for their safety or cause substantial emotional distress (cyber stalking).

#### **Level 4**

Level 4 acts of misconduct are the most serious. All Level 4 infractions are grounds for expulsion, and will result in a mandatory 10-day suspension. These acts are clearly criminal and are serious enough to require administrative actions that result in immediate removal of the student from school, the intervention of law enforcement authorities, or action by the Superintendent and Clay County School Board.

**Aggravated Battery (BAT)** - A battery where the attacker intentionally or knowingly causes more serious injury (as defined in paragraph (8)(g) of 6A-1.0017 (SESIR), such as: great bodily harm, permanent disability, or permanent disfigurement; uses a deadly weapon; or, where the attacker knew or should have known the victim was pregnant.

Examples:

1. Student hitting another with a heavy object over the head **resulting in serious injury.**
2. Student jabbing a pen into another's arm resulting in serious injury.
3. Student or other engaging in a mutual physical altercation with another and continuing to hit/beat that person even after that person stops fighting, or is no longer able to fight back resulting in serious injury.
4. Student committing aggravated battery upon a school district employee such as a teacher or other staff person.

Non-Examples:

- a. Student or other delivering a single poke to the chest.
- b. Student or other delivers a single, non-injuring strike to the arm of another.
- c. Students or others actively engaging in a fight with each other (refer to Fighting code as a possible SESIR code).
- d. Student or other striking back when hit by an aggressor and becoming engaged in a fight with the aggressor (refer to Fighting code as a possible SESIR code).



**Alcohol (ALC)** - Possession, sale, purchase, distribution, or use of alcoholic beverages. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation. Alcohol incidents cannot be Drug-related.

Examples:

1. Student testing positive for alcohol by law enforcement.
2. Student possessing, using, or selling alcohol.

Non-Examples:

1. Student suspected of using alcohol without evidence.
2. Student smelled of alcohol who after investigation, was found to be diabetic.

**Arson (ARS)**- To intentionally damage or cause to be damaged, by fire or explosion, any dwelling, structure or conveyance, whether occupied or not, or its contents. Fires that are not intentional, that are caused by accident, or do not cause damage are not required to be reported in SESIR.

Examples:

Student or other deliberately setting a fire on campus.

Non-Examples:

Student or other unintentionally starting a fire.

**Criminal Mischief > \$1,000 (VAN)** - Willfully and maliciously injuring or damaging by any means any real or personal property belonging to another, including, but not limited to, the placement of graffiti thereon or other acts of vandalism thereto. Incidents that fall below the \$1,000 threshold are not reportable in SESIR, but instead should be reported as locally-defined incidents according to district policies.

Examples:

1. Student or other extensively defacing school with graffiti.
2. Student or other keying or scratching a car in a campus parking lot.
3. Student or other trashing a classroom resulting in damages of \$1,000 or more.
4. Student(s) damaging a hotel room (\$1,000 or more) on a school-sponsored trip.

Non-Examples:

1. Student or other accidentally damaging chemistry lab equipment.
2. Student or other causing damages under \$1,000.

**Drug Sale/Distribution Excluding Alcohol (DRD)** - The manufacture, cultivation, **purchase**, sale or distribution of any drug, narcotic, controlled substance or substance represented to be a drug, narcotic, or controlled substance.

Examples:

1. Student passing a marijuana cigarette around in the school bathroom.
2. Student giving prescription drugs prescribed for someone else to another.
3. Student selling cocaine to another.
4. Student or other misrepresenting substances as illegal drugs.

Non-Examples:

1. Student taking medication prescribed for themselves.
2. Student giving an aspirin or other over-the-counter medication to another in dosage prescribed.
3. Student smoking a marijuana cigarette alone. (Refer to DRU: Drug Use/Possession)
4. Student found with a single marijuana cigarette in backpack. (Refer to DRU: Drug Use/Possession)

**Drug Use Possession Excluding Alcohol (DRU)** - The use, or possession of any drug, narcotic, controlled substance or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

[Return to Table of Contents](#)

24-25 CCDS Student and Family Handbook 63

Examples:

1. Student or other possessing or being under the influence of illegal drugs at school, at school-sponsored events, or on school transportation.
2. Student possessing or observed swallowing prescription drugs that are not prescribed for him/her.
3. Student found inhaling or ingesting intoxicants, glue, solvents, or aerosols for hallucinogenic purposes.

Non-Examples:

1. Student possessing or using over-the-counter medications in dosage prescribed.
2. Student using inhalers for asthmatic condition.
3. Student possessing drug paraphernalia (refer to Other Major, **OMC**).

**Grand Theft (STL)**, The unauthorized taking of the property of another person or organization, including motor vehicles, valued at \$750 or more, without threat, violence, or bodily harm. Incidents that fall below the \$750 threshold are not reportable in SESIR, but instead should be reported as locally-defined incidents according to district policies. Thefts of property of any value that involve a use of force, violence, assault, or putting the victim in fear must be reported as Robbery.

Examples:

1. Student or other embezzling public funds.
2. Student or other stealing an item/items worth \$750 or more.
3. Student finding a checkbook, signing owner's name and making a purchase.
4. Student or other stealing a car or motorcycle.

Non-Examples:

1. Student or other borrowing an item without permission.
2. Student or other committing robbery (code as Robbery instead)
3. Student or other stealing an item less than \$750.
4. Student steals a credit card but no charges are made to the card.

**Homicide (HOM)** - The unjustified killing of one human being by another.

Examples:

Student or other person, known or unknown, committing any homicide on school campus, at school-sponsored events, or on school transportation.

Non-Examples:

1. Student or other accidentally dying
2. Student or other committing suicide.

**Kidnapping (KID)** - Forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against his/her will and without lawful authority.

Examples:

1. Student or other holding another person for ransom or reward, as a shield, or as a hostage.
2. Non-custodial caregiver, with a restraining order, picking up a student.

Non-Example:

Student running away with her boyfriend after being picked up from school by him.

**Robbery (ROB)** - The taking or attempted taking of money or other property from the person or custody of another with the intent to permanently or temporarily deprive the person or owner of the money or other property under the confrontational circumstances of force or threat of force or violence and/or by putting the victim in fear. A key difference in Grand Theft and Robbery is that Robbery involves violence, a threat of violence or assault, and putting the victim in fear.

Examples:

1. Student or other snatching a gold chain off someone's neck
2. Student or other extorting lunch money
3. Student or other engaging in "Carjacking"

Non-Examples:

Student or other taking money or valuable worth \$750 or more from an unattended purse.  
(Refer to Grand Theft as a possible alternative code.)

**Sexual Assault (SXA)** - An incident that includes fondling, indecent liberties, child molestation, or threatened rape. Both males and females can be victims of sexual assault.

Example:

1. Student or other threatening to rape another.
2. Student or other intentionally touching anyone younger than 16 years old in a lewd manner.

Non-Example:

Kindergarten student threatening another with a sexual act.

**Sexual Battery (Rape) (SXB)** - Forced or attempted oral, anal or vaginal penetration by using a sexual organ or an object simulating a sexual organ, or the anal or vaginal penetration of another by any body part or object. Both males and females can be victims of sexual battery.

Examples:

1. Student or other raping someone.
2. Student or other attempting to rape someone.

Non-Examples:

1. Students engaging in consensual sex acts. (Consensual sex is not Sexual Battery. Refer to SXO: Sexual Offenses (Other) as a possible alternative code.)
2. Student or other threatening to rape someone. (Refer to Sexual Assault as a possible SESIR code.)

**Sexual Harassment (SXH)** - Unwelcome conduct of a sexual nature, such as sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Harassing conduct can include verbal or nonverbal actions, including graphic and written statements, and may include statements made through computers, cellphones, and other devices connected to the Internet. The conduct can be carried out by school employees, other students, and non-employee third parties.

Examples:

1. Student or other causing unwanted and ongoing episodes of leering, pinching, grabbing.
2. Student or other making repeated suggestive comments or jokes or actions of a sexual nature.
3. Student or other pressuring one to engage in sexual activity.
4. Student or other repeatedly showing a photograph, poster or other images of nudity, lewd or sexual activity.

**Trespassing (TRS)** - To enter or remain on a school grounds/campus, school transportation, or at a school-sponsored **event function/off-campus** without authorization or invitation and with no lawful purpose for entry. **Only incidents involving a student currently under suspension or expulsion, or incidents where any offender (student or non-student) was previously issued an official trespass warning by school officials, or where any offender was arrested for trespass are required to be reported in SESIR. Trespass incidents that did not have a prior official warning, did not result in arrest, or did not involve students under suspension or expulsion should be reported as locally defined incidents according to district policies.**

Examples:

1. Any unauthorized person entering the campus **and arrested for trespass.**

2. Any unauthorized person remaining on property after being issued an official trespass warning by school officials.
3. A student currently under suspension or expulsion returning to campus without authorization or invitation.

**Non-Examples:**

1. Parent entering the building to pick up his/her child without first getting clearance through the office.
2. Person searching for assistance at a school facility after his/her car has broken down.

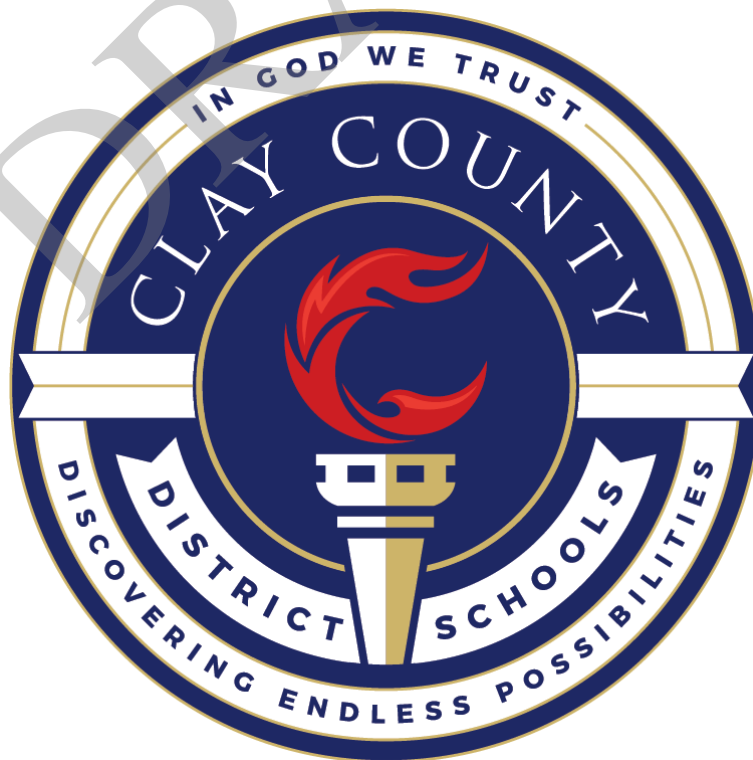
**Weapons Possession (WPO)** - Possession of **a firearm or any instrument or object as defined by [Section 790.001, F.S.](#)**, ~~any instrument or object (as defined by Section 790.001 (13), Florida Statutes, or district code of student conduct)~~ that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm.

**Examples:**

1. Student or other possessing a firearm or knife.
2. Student or other **wielding** using a knife, pocketknife, or other sharp or pointed implement as a weapon.

**Non-Examples:**

1. Student, after investigation, found to possess a common pocket knife, or eating utensil with no intent to harm.
2. Student possessing items not covered under law or district policy such as pointed instruments, pens, or pencils.
3. Student possessing a cutting tool ~~that is being~~ used in art, shop, or other class.



**A reminder from the Office of Climate and Culture:  
We are in this together and together we make a difference!**

DRAFT

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO  
APPROVE REVISIONS TO  
STUDENT AND FAMILY HANDBOOK AND  
CODE OF STUDENT CONDUCT**

**Approval to Advertise:** The School Board of Clay County, Florida ("the Board") approves the advertisement of revisions to Student and Family Handbook and Code of Student Conduct.

**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 Student and Family Handbook and Code of Student Conduct 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](http://www.oneclay.net) under the School Board Meeting Links, School Board Agendas - May 2, 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 Student and Family Handbook and Code of Student Conduct 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 Student and Family Handbook and Code of Student Conduct following a public hearing. ***The public hearing shall be held on Thursday, June 6, 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](mailto: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

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C14 - Proposed Allocation Changes for 2023-2024

#### **Description**

Staff allocation documents clarify how each school, district department and division is staffed for the 2023-2024 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 and schools are adequately staffed.

#### **Expected Outcomes**

Staffing will be sufficient to meet the needs of the various schools and district departments.

#### **Strategic Plan Goal**

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**

Approve staff allocation plan as submitted.

#### **Contact**

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904)336-6722, [susan.legutko@myoneclay.net](mailto:susan.legutko@myoneclay.net)

#### **Financial Impact**

Reflected in attachment.

#### **Review Comments**

#### **Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C15 - Proposed Allocation Changes for 2024-2025

#### **Description**

Staff allocation documents clarify how each school, district department and division is staffed for the 2024-2025 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 and schools are adequately staffed.

#### **Expected Outcomes**

Staffing will be sufficient to meet the needs of the various schools and district departments.

#### **Strategic Plan Goal**

The district ensures fiscal responsibility and equitable distribution of resources.

#### **Recommendation**

Approve staff allocation plan as submitted.

#### **Contact**

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904)336-6722, [susan.legutko@myoneclay.net](mailto:susan.legutko@myoneclay.net)

#### **Financial Impact**

Reflected in attachment.

#### **Review Comments**

#### **Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C16 - Monthly Financial Reports for March, 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 March 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 March, 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**

- 🔗 [March 2024 Monthly Board Financial Report.pdf](#)
- 🔗 [March 2024 Monthly Board Property Report.pdf](#)
- 🔗 [Contracts Signed by Superintendent \\$50,000 to \\$100,000.pdf](#)

**CLAY COUNTY SCHOOL BOARD**  
**SUMMARY OF CASH INVESTMENTS**  
**07/01/2023 thru 03/31/2024**

	CASH BALANCE	INVESTMENT AMOUNT	TYPE	GRAND TOTAL
General Fund(3)	11,838,057.26	71,332,398.78	(1) & (4) SBA/OTH	83,170,456.04
Debt Services(5)	0.00	654,013.86	SBA/OTH	654,013.86
Capital Projects	0.00	56,023,399.02	SBA/OTH	56,023,399.02
Special Rev. - Other	0.00	0.00	SBA	0.00
Spec. Rev - Food Service	6,418,730.23	4,268,039.97	SBA	10,686,770.20
Self Insurance	0.00	2,710,675.76	SBA	2,710,675.76
<b>GRAND TOTAL</b>	<b>18,256,787.49</b>	<b>134,988,527.39</b>		<b>153,245,314.88</b>

NOTES:

1. The rate of interest earned on investments with the State Board of Administration (PRIME) during the month of March, 2024 was 5.52%.
2. For comparison purposes with the General Fund Statement of Revenue, we have completed 75% 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 \$1,756,568.26 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 March, 2024 was 5.44%.
5. Trustee Accounts - Amounts placed with SBA by the Florida Department of Education for investment of debt service moneys.

**CLAY COUNTY SCHOOL BOARD**  
**GENERAL FUNDS**  
**STATEMENT OF REVENUE**  
**07/01/2023 thru 03/31/2024**

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Federal Impact Aid	3121	500,000.00	500,000.00	410,901.00	82.18%
	R O T C	3191	375,000.00	375,000.00	146,849.21	39.16%
<b>Federal Direct - Total</b>			<b>875,000.00</b>	<b>875,000.00</b>	<b>557,750.21</b>	
Federal thru Local and State	Medicaid	3202	2,000,000.00	2,000,000.00	1,158,613.84	57.93%
	Federal Through Local Revenue	3280	350,000.00	332,832.45	225,878.25	67.87%
<b>Fed thr Loc St - Total</b>			<b>2,350,000.00</b>	<b>2,332,832.45</b>	<b>1,384,492.09</b>	
State Sources	Florida Educ Finance Program	3310	230,527,297.00	228,333,250.00	165,065,656.00	72.29%
	Workforce Development	3315	904,441.00	904,441.00	678,330.00	75.00%
	Workforce Performance Incentiv	3317	0.00	0.00	91,629.00	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	33,061.59	82.65%
	Class Size Reduction	3355	37,159,379.00	37,159,379.00	27,764,047.00	74.72%
	School Recognition	3361	0.00	4,133,980.00	4,133,980.00	100.00%
	Voluntary Pre-K High Schools	3370	100,000.00	100,000.00	99,869.82	99.87%
	Voluntary Pre-K	3371	500,000.00	500,000.00	430,960.95	86.19%
	State Revenue Thru Local	3380	139,347.94	354,179.94	354,179.94	100.00%
	Miscellaneous State Revenue	3390	859,692.00	3,180,080.00	1,232,240.77	38.75%
	Other Misc State Revenue	3399	0.00	180,623.00	180,623.00	100.00%
<b>State Sources - Total</b>			<b>270,252,156.94</b>	<b>274,907,932.94</b>	<b>200,064,578.07</b>	
Local Sources	District School Taxes	3411	71,869,574.68	71,869,574.68	67,128,354.12	93.40%
	Prior Year Coll School Taxes	3419	30,000.00	30,000.00	19,676.04	65.59%
	Tax Redemptions	3421	1,000,000.00	1,000,000.00	0.00	0.00%
	Rent	3425	600,000.00	600,000.00	455,993.60	76.00%
	Interest Incl Profit On Investment	3430	1,000,000.00	1,000,000.00	2,513,674.24	251.37%
	Gifts Grants & Bequests	3440	241,601.80	305,527.82	93,278.82	30.53%
	Adult Gen Educ Course Fee-GED	3461	51,219.99	72,009.99	27,719.99	38.49%
	Postsecondary Voc Course Fees	3462	3,000.00	3,000.00	0.00	0.00%
	Lifelong Learning Fees	3466	500.00	500.00	0.00	0.00%
	Other Student Fees	3469	13,900.00	20,336.25	10,836.25	53.29%
	Preschool Program Fees	3471	449,398.24	449,398.24	317,187.73	70.58%
	Other Schl Class Fees	3479	91,774.00	91,774.00	51,709.65	56.34%
	Miscellaneous Local Sources	3490	1,651,034.72	1,933,038.17	5,317,791.96	275.10%
	Receipt Of Fed Indirect Cost	3494	1,000,000.00	1,000,000.00	362,751.26	36.28%
	Other Misc Local Sources	3495	300,000.00	300,000.00	487,693.38	162.56%
	Refund Of Prior Year's Expense	3497	100,000.00	100,000.00	57,967.56	57.97%
	Lost Damaged & Sale Of Textbook	3498	5,045.98	5,045.98	0.00	0.00%
	Receipt Of Food Serv Ind Cost	3499	400,000.00	400,000.00	181,836.93	45.46%
<b>Local Sources - Total</b>			<b>78,807,049.41</b>	<b>79,180,205.13</b>	<b>77,026,471.53</b>	
Transfers	Transfer From Capital Projects	3630	5,070,000.00	5,070,000.00	2,277,792.00	44.93%
	Transfer From Internal Service	3670	1,000,000.00	1,000,000.00	0.00	0.00%
<b>Transfers - Total</b>			<b>6,070,000.00</b>	<b>6,070,000.00</b>	<b>2,277,792.00</b>	
Other Financing Sources	Sale Of Land	3731	0.00	0.00	0.00	0.00%
	Sale Of Equipment	3733	100,000.00	100,000.00	53,129.08	53.13%
	Insurance Loss Recoveries	3740	22,573.84	22,573.84	86,600.58	383.63%
<b>OFS - Total</b>			<b>122,573.84</b>	<b>122,573.84</b>	<b>139,729.66</b>	
<b>Revenues - Total</b>			<b>358,476,780.19</b>	<b>363,488,544.36</b>	<b>281,450,813.56</b>	<b>77.43%</b>
Fund Balance	Restricted Fund Balance	2720	0.00	0.00	0.00	
	Fund Balance 7-1-2023	2750	27,644,443.17	27,644,443.17	27,644,443.17	
<b>Grand Total</b>			<b>386,121,223.36</b>	<b>391,132,987.53</b>	<b>309,095,256.73</b>	<b>79.03%</b>

**CLAY COUNTY SCHOOL BOARD**  
**GENERAL FUNDS**  
**STATEMENT OF EXPENDITURES AND TRANSFERS**  
**07/01/2023 thru 03/31/2024**

Expense	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Purch Services	Eng Services	Mat Supplies	Cap Outlay	Other Misc	Totals	% OF Budget
Basic FEFP K-12	5100	170,444,900.17	170,358,616.06	64,425,939.03	22,669,490.21	18,049,525.40	662.06	5,601,018.77	515,077.84	756,401.89	112,018,115.20	65.66%
Exceptional Education	5200	53,506,848.64	53,585,025.00	26,542,215.04	9,466,412.53	2,218,319.96	2,133.64	271,467.28	65,745.98	18,720.80	38,585,017.23	72.01%
Career Technical Education	5300	10,551,660.11	11,035,617.11	4,119,246.89	1,408,722.30	416,241.11	3,747.32	232,186.91	244,638.76	55,797.82	6,480,581.11	58.62%
Adult General	5400	586,174.30	749,419.36	130,599.89	38,556.05	43,523.38	0.00	18,125.36	23,246.17	15,596.85	269,647.70	35.99%
Voluntary Pre K	5500	1,129,409.24	1,253,989.96	483,070.04	173,285.82	33,620.02	0.00	139,699.02	7,494.56	0.00	837,189.48	66.76%
Other Instruction	5900	47,355.35	46,320.47	756,326.03	123,692.97	0.00	0.00	4,353.30	2,390.60	0.00	886,762.90	1,914.41%
Student Support Services	6100	19,178,274.27	19,464,349.36	10,068,091.39	3,298,012.24	487,396.31	3,708.97	118,719.05	102,002.93	32,330.73	14,110,261.62	72.63%
Instructional Media Services	6200	5,033,098.57	5,040,260.94	2,213,943.34	806,767.91	206,410.90	0.00	49,861.05	78,513.20	675.00	3,355,971.40	66.63%
Inst & Curric Dev Services	6300	4,892,736.36	4,891,700.87	2,481,942.32	804,824.34	28,017.69	285.35	7,093.94	46,392.78	799.15	3,369,355.57	69.09%
Inst Staff Training Services	6400	4,700,235.34	5,000,017.83	1,723,392.82	559,965.02	467,497.33	0.00	90,236.97	6,659.51	10,903.75	2,858,655.40	57.25%
Instruction Related Technology	6500	6,378,774.33	6,454,859.53	1,951,306.51	655,333.43	2,129,051.28	0.00	30,909.87	138,178.21	0.00	4,904,779.28	75.99%
Board	7100	1,348,152.49	1,343,152.49	296,475.80	140,695.89	260,442.48	0.00	111.85	0.00	22,082.42	719,808.44	53.59%
General Administration	7200	624,575.77	627,075.77	243,977.79	128,632.87	16,595.93	1,031.88	1,936.37	1,154.42	21,091.73	414,420.99	66.19%
School Administration	7300	17,363,431.65	17,596,505.94	10,384,810.18	3,360,780.83	57,989.57	0.00	47,651.14	91,218.15	25,774.57	13,968,224.44	79.45%
Facilities Acquisition and Construction	7400	4,732,141.62	6,129,837.20	779,562.70	267,170.03	380,323.50	3,899.06	11,093.21	512,572.54	695,770.28	2,650,391.32	41.64%
Fiscal Services	7500	1,865,497.68	1,781,310.28	911,923.50	284,902.18	23,115.77	0.00	7,427.78	1,885.86	18,570.25	1,247,825.36	70.05%
Food Services	7600	212,821.04	212,821.04	216,863.24	35,233.70	0.00	0.00	0.00	0.00	0.00	252,096.94	118.45%
Central Services	7700	4,702,510.91	4,754,288.57	1,912,530.68	604,965.89	165,489.14	5,885.23	47,488.27	114,948.93	10,434.04	2,861,743.08	60.35%
Pupil Transportation Services	7800	15,522,627.67	15,816,260.35	6,701,072.69	2,138,978.05	494,377.03	1,046,954.83	731,354.02	440,283.98	7,252.77	11,560,273.37	73.36%
Operation of Plant	7900	27,226,090.76	27,734,242.42	5,778,523.42	2,148,534.58	4,165,092.30	4,785,702.96	681,811.41	102,240.86	998.05	17,662,863.58	63.72%
Maintenance Of Plant	8100	8,574,000.15	8,615,557.56	3,007,174.24	1,071,751.51	1,238,333.40	143,323.36	848,300.68	196,185.86	10,332.31	6,515,406.36	75.33%
Administrative Technology Svcs	8200	1,746,835.48	1,690,135.48	939,364.08	304,945.42	5,516.18	11,807.48	10,426.38	14,200.62	270.61	1,286,530.97	75.84%
Community Services	9100	596,134.90	596,234.90	249,576.47	104,917.92	519.06	0.00	27,129.42	479.98	7,060.05	389,682.90	65.36%
Debt Service	9200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Expense</b>		<b>360,964,286.80</b>	<b>364,797,335.49</b>	<b>145,317,928.09</b>	<b>50,596,572.69</b>	<b>30,887,397.72</b>	<b>6,009,149.14</b>	<b>8,978,202.05</b>	<b>2,705,511.86</b>	<b>1,710,823.07</b>	<b>247,205,584.62</b>	<b>67.77%</b>
Nonspendable Fund Balance	6/30/2024	500,000.00	500,000.00								500,000.00	
Restricted Fund Balance	6/30/2024	5,528,761.83	5,528,761.83								5,528,761.83	
Assigned Fund Balance	6/30/2024	1,886,654.73	1,886,654.73								1,886,654.73	
Unassigned Fund Balance	6/30/2024	17,241,520.00	18,420,235.48								53,974,255.55	
<b>Total Fund Balance</b>		<b>25,156,936.56</b>	<b>26,335,652.04</b>								<b>61,889,672.11</b>	
<b>Grand Totals</b>		<b>386,121,223.36</b>	<b>391,132,987.53</b>								<b>309,095,256.73</b>	<b>79.03%</b>



**CLAY COUNTY SCHOOL BOARD**  
**GENERAL FUNDS - Additional Millage Fund**  
**STATEMENT OF REVENUE**  
**07/01/2023 thru 03/31/2024**

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Local Sources	District School Taxes	3411	18,409,214.83	18,409,214.83	16,854,163.77	91.55%
<b>Local Sources - Total</b>			<b>18,409,214.83</b>	<b>18,409,214.83</b>	<b>16,854,163.77</b>	
<b>Revenue</b>			<b>18,409,214.83</b>	<b>18,409,214.83</b>	<b>16,854,163.77</b>	
Fund Balance	Fund Balance	2750	9,606,247.17	9,606,247.17	9,606,247.17	100.00%
<b>Fund Balance - Total</b>			<b>9,606,247.17</b>	<b>9,606,247.17</b>	<b>9,606,247.17</b>	
<b>Fund Balance July 1, 2023</b>			<b>9,606,247.17</b>	<b>9,606,247.17</b>	<b>9,606,247.17</b>	
<b>Grand Total</b>			<b>28,015,462.00</b>	<b>28,015,462.00</b>	<b>26,460,410.94</b>	<b>94.45%</b>

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**CLAY COUNTY SCHOOL BOARD**  
**GENERAL FUNDS - Additional Millage Fund**  
**STATEMENT OF EXPENDITURES AND TRANSFERS**  
**07/01/2023 thru 03/31/2024**

Expense	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Eng Services	Mat Supplies	Cap Outlay	Other Transfers	Totals	% OF Budget
Basic FEEP K-12	5100	3,198,434.45	2,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Facilities Acquisition & Const	7400	12,205,023.58	12,110,023.58	0.00	0.00	138,240.12	0.00	0.00	3,956,638.98	0.00	4,094,879.1	33.78%
Facilities (S D )	7700	8,800.00	8,800.00	0.00	0.00	467.24	0.00	0.00	0.00	0.00	467.24	5.31%
Pupil Transportation Services	7800	109,736.60	109,736.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Operation Of Plant	7900	5,295,462.24	7,957,610.41	2,282,129.14	1,009,469.17	2,035,817.16	47,823.37	42,976.43	153,995.91	325.00	5,572,536.18	70.03%
Maintenance Of Plant	8100	202,600.77	202,600.77	113,485.40	43,690.71	0.00	0.00	0.00	0.00	0.00	157,176.11	77.58%
<b>Total Expense</b>		<b>21,020,057.64</b>	<b>22,388,771.36</b>	<b>2,395,614.54</b>	<b>1,053,159.88</b>	<b>2,174,524.52</b>	<b>47,823.37</b>	<b>42,976.43</b>	<b>4,110,634.89</b>	<b>325.00</b>	<b>9,825,058.63</b>	<b>43.88%</b>
Restricted Fund Balance	6/30/2024	6,995,404.36	5,626,690.64								16,635,352.31	
Unassigned Fund Balance	6/30/2024	0.00	0.00								0.00	
<b>Total Fund Balance</b>	<b>6/30/2024</b>	<b>6,995,404.36</b>	<b>5,626,690.64</b>								<b>16,635,352.31</b>	
<b>Grand Totals</b>		<b>28,015,462.00</b>	<b>28,015,462.00</b>								<b>26,460,410.94</b>	<b>94.45%</b>

**CLAY COUNTY SCHOOL BOARD**  
**DEBT SERVICE FUND**  
**STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS**  
**07/01/2023 Thru 03/31/2024**

**REVENUE AND TRANSFERS**

**Local Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Investment	3430	1,000.00	27,000.00	31,418.59	116.37%
Total Local Sources		1,000.00	27,000.00	31,418.59	

**State Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Racing Commission Funds	3341	219,668.76	219,668.76	167,437.50	76.22%
Total State Sources		219,668.76	219,668.76	167,437.50	

**Transfers**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Transfer From Capital Projects	3630	6,807,241.00	6,806,143.12	1,975,750.67	29.03%
Total Transfers		6,807,241.00	6,806,143.12	1,975,750.67	
Total REVENUE AND TRANSFERS		7,027,909.76	7,052,811.88	2,174,606.76	30.83%
Fund Balance July 1, 2023		513,770.23	513,770.23	513,770.23	
<b>GRAND TOTAL</b>		<b>7,541,679.99</b>	<b>7,566,582.11</b>	<b>2,688,376.99</b>	<b>35.53%</b>

**EXPENDITURES**

**Debt Service**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Redempt Of Prnc	710	6,135,242.17	6,135,242.17	1,535,242.17	25.02%
Interest	720	875,569.71	875,569.71	477,942.88	54.59%
Dues And Fees	730	16,000.00	16,000.00	9,018.88	56.37%
Total Debt Service		7,026,811.88	7,026,811.88	2,022,203.93	
Total EXPENDITURES		7,026,811.88	7,026,811.88	2,022,203.93	

**FUND BALANCE**

**Fund Balance**

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2024	2750	514,868.11	539,770.23	666,173.06	
<b>GRAND TOTAL</b>		<b>7,541,679.99</b>	<b>7,566,582.11</b>	<b>2,688,376.99</b>	<b>35.53%</b>

**CLAY COUNTY SCHOOL BOARD**  
**CAPITAL IMPROVEMENTS FUNDS**  
**STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS**  
**07/01/2023 Thru 03/31/2024**

**REVENUE AND TRANSFERS**

**Local Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
District Local Cap Improv Taxes	3413	27,613,822.24	27,613,822.24	25,798,859.53	93.43%
Local Sales Taxes	3418	16,000,000.00	16,000,000.00	11,164,250.27	69.78%
Tax Redemptions	3421	1,000.00	1,000.00	0.00	0.00%
Interest Incl Profit On Investments	3430	1,375.00	1,375.00	1,007,139.32	73,246.50%
Impact Fees	3496	8,804,457.00	8,804,457.00	8,969,738.34	101.88%
Total Local Sources		52,420,654.24	52,420,654.24	46,939,987.46	

**State Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
CO & DS Distributd To District	3321	1,275,000.00	1,275,000.00	0.00	0.00%
Interest On Undistrib CO & DS	3325	25,000.00	25,000.00	0.00	0.00%
Miscellaneous State Revenue	3390	809,718.00	701,906.40	183,015.87	26.07%
Charter Sch Capital Outlay Revenue	3397	796,000.00	796,000.00	694,964.00	87.31%
Sale of Equipment and Land	3733	0.00	0.00	20,020.00	NA
Total State Sources		2,905,718.00	2,797,906.40	897,999.87	
Total REVENUE AND TRANSFERS		55,326,372.24	55,218,560.64	47,837,987.33	86.63%
Fund Balance July 1, 2023		41,300,962.71	41,300,962.71	41,300,962.71	
<b>GRAND TOTAL</b>		<b>96,627,334.95</b>	<b>96,519,523.35</b>	<b>89,138,950.04</b>	<b>92.35%</b>

**EXPENDITURES**

**Debt Service**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Redempt Of Prnc	710	110,035.43	110,035.43	110,035.43	100.00%
Interest	720	2,284.57	2,284.57	2,284.57	100.00%
Dues And Fees	730	0.00	0.00	0.00	0.00%
Total Debt Service		112,320.00	112,320.00	112,320.00	

**Gen Sup Srvc**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Books New Library	611	135,000.00	135,000.00	134,957.13	99.97%
Books Existing Library	612	0.00	58,957.13	0.00	0.00%
AV Mat \$1000/Ovr	621	0.00	6,500.00	0.00	0.00%
AV Mat L/T \$1000	622	0.00	22,500.00	8,161.48	36.27%
Buildings & Fixed Equipment	630	20,797,439.59	22,126,505.23	6,606,913.90	29.86%
Dir Purch Bldgs	631	3,948,153.17	1,942,688.97	1,623,667.57	83.58%
Equip \$1000 Over	641	267,541.16	534,424.77	281,898.84	52.75%
Equip L/T \$1000	642	646,946.02	538,750.40	318,205.32	59.06%
Comp Hdw > \$1000	643	600,814.00	529,814.00	79,771.60	15.06%
Cplr Hdw <\$1000	644	1,375,169.58	2,256,469.58	1,162,336.50	51.51%
TechRel FE >\$1000	648	241,841.00	241,841.00	41,841.00	17.30%
TechRel FFE<\$1000	649	800,000.00	179,015.99	0.00	0.00%
School Buses	651	3,118,807.00	3,118,807.00	588,839.00	18.88%
Land	660	6,750,000.00	6,501,824.47	6,495,095.14	99.90%
Capital Imprv Other Than Bldgs.	671	7,345,351.57	6,195,437.72	2,030,314.84	32.77%
Non-Capital Imprv Other Than Bldgs.	672	6,206,223.02	6,227,476.26	3,415,917.33	54.85%
Direct Purc Capital Imprv Other Than	673	0.00	357,742.74	0.00	0.00%
Capital Remodeling	681	16,002,411.95	15,021,027.65	5,416,955.97	36.06%
Non-Cap Remodeling/Renovations	682	9,180,042.44	11,060,477.49	3,488,168.66	31.54%
Direct Purchase Capital Remodeling	683	904,360.00	676,900.00	243,459.12	35.97%
Dir Purch-Non-Cap Remodeling/Ren.	684	63,781.00	163,691.37	57,017.92	34.83%
Software >\$1000	691	612,143.20	612,143.20	454,536.00	74.25%
Software <\$1000	692	975.00	571.67	571.67	100.00%
CHARTER LCIF	793	0.00	220,212.27	161,299.96	73.25%
CHARTER Cap TAX	795	10,690.43	965,158.15	538,505.28	55.79%
Total Gen Sup Srvc		79,007,690.13	79,693,937.06	33,148,434.23	

**Xfer Of Funds**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Xfer To Gen Fnd	910	5,070,000.00	5,070,000.00	3,194,964.00	63.02%
Xfer To Dbt Svc	920	6,806,143.12	6,806,143.12	1,975,750.67	29.03%
Total Xfer Of Funds		11,876,143.12	11,876,143.12	5,170,714.67	
Total EXPENDITURES		90,996,153.25	91,682,400.18	38,431,468.90	41.92%

**Fund Balance**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Fund Balance June 30, 2024	2750	5,631,181.70	4,837,123.17	50,707,481.14	
<b>GRAND TOTAL</b>		<b>96,627,334.95</b>	<b>96,519,523.35</b>	<b>89,138,950.04</b>	<b>92.35%</b>

**CLAY COUNTY SCHOOL BOARD**  
**CAPITAL IMPROVEMENTS FUND - 396**  
**HALF-CENT SALES TAX**  
**STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS**  
**07/01/2023 Thru 03/31/2024**

**REVENUE AND TRANSFERS**

**Local Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Local Sales Taxes	3418	16,000,000.00	16,000,000.00	11,164,250.27	69.78%
Interest Incl Profit On Inves	3430	1,000.00	1,000.00	705,627.50	70,562.75%
Total Local Sources		16,001,000.00	16,001,000.00	11,869,877.77	
Total REVENUE AND TRANSFERS		16,001,000.00	16,001,000.00	11,869,877.77	<b>74.18%</b>
Fund Balance July 1, 2023		13,151,606.91	13,151,606.91	13,151,606.91	
<b>GRAND TOTAL</b>		<b>29,152,606.91</b>	<b>29,152,606.91</b>	<b>25,021,484.68</b>	<b>85.83%</b>

**EXPENDITURES**

**Debt Service**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Redempt Of Prnc	710	0.00	0.00	0.00	0.00%
Total Debt Service		0.00	0.00	0.00	

**Gen Sup Srvc**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Buildings & Fixed Equipment	630	914,515.66	870,642.08	654,701.44	75.20%
Equip \$1000 Over	641	186,215.08	376,995.36	194,572.76	51.61%
Equip L/T \$1000	642	414,121.26	271,625.64	111,149.66	40.92%
Capital Imprv Other Than Bldgs.	671	6,180,000.00	5,133,297.90	1,248,618.32	24.32%
Non-Capital Imprv Other Than Bldgs.	672	3,112,237.26	4,061,082.22	1,896,226.80	46.69%
Direct Purc Capital Improv Other	673	0.00	851,702.10	0.00	0.00%
Capital Remodeling	681	11,145,216.72	9,285,724.25	3,110,319.85	33.50%
Non-Cap Remodeling/Renovations	682	4,063,039.38	5,064,365.44	1,777,862.66	35.11%
Direct Purchase Capital Remodelin	683	0.00	0.00	0.00	0.00%
Dir Purch-Non-Cap Remodeling/Re	684	63,781.00	163,691.37	57,017.92	34.83%
CHARTER Cap TAX	795	0.00	877,696.94	513,651.42	58.52%
Total Gen Sup Srvc		26,079,126.36	26,956,823.30	9,564,120.83	
Total EXPENDITURES		26,079,126.36	26,956,823.30	9,564,120.83	

**FUND BALANCE**

**Fund Balance**

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2024	2750	3,073,480.55	2,195,783.61	15,457,363.85	0.00%
<b>GRAND TOTAL</b>		<b>29,152,606.91</b>	<b>29,152,606.91</b>	<b>25,021,484.68</b>	<b>85.83%</b>

**CLAY COUNTY SCHOOL BOARD**  
**SPECIAL REVENUE FUNDS - FOOD SERVICES**  
**STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS**  
**07/01/2023 Thru 03/31/2024**

REVENUE AND TRANSFERS					
Local Sources					
	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Investments	3430	100,000.00	100,000.00	195,050.21	195.05%
Student Lunches	3451	3,505,185.90	3,505,185.90	2,036,504.30	58.10%
Student Breakfasts	3452	468,817.50	468,817.50	234,108.70	48.09%
Adult Breakfasts/Lunches	3453	1,800.00	1,800.00	30,899.00	1,716.61%
Student A La Carte	3454	1,660,000.00	1,660,000.00	1,448,228.23	87.24%
Miscellaneous Local Sources	3490	5,000.00	5,000.00	51,937.65	1,038.75%
Total Local Sources		5,758,803.40	5,758,803.40	3,996,728.09	
Federal Thru State and Local					
	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
School Lunch Reimbursement	3261	11,368,719.83	11,368,719.83	8,379,825.32	73.71%
School Breakfast Reimbursement	3262	2,718,319.28	2,718,319.28	1,800,903.45	58.89%
After School Snack Reimb	3263	6,500.00	6,500.00	2,382.12	36.65%
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	32,071.98	32.07%
Food Service Misc	3269	0.00	939,508.34	943,139.35	100.39%
Total Federal Thru State & Local		15,798,539.11	16,738,047.45	10,958,322.22	
State Sources					
	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
School Breakfast Supplement	3337	60,000.00	60,000.00	35,159.00	58.60%
School Lunch Supplement	3338	85,000.00	85,000.00	50,678.00	59.62%
Total State Sources		145,000.00	145,000.00	85,837.00	
Total REVENUE AND TRANSFERS		21,702,342.51	22,641,850.85	15,040,887.31	
Fund Balance July 1, 2023		9,553,747.67	9,553,747.67	9,553,747.67	
GRAND TOTAL		31,256,090.18	32,195,598.52	24,594,634.98	76.39%
EXPENDITURES					
Gen Sup Srvs					
	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Administrator	110	2,098,059.90	2,098,059.90	1,637,359.80	78.12%
Other Support	160	4,937,777.95	4,937,777.95	4,074,668.04	82.52%
Retirement	210	994,355.28	994,355.28	792,580.98	79.71%
Social Security	220	534,846.38	534,846.38	418,630.35	78.27%
Group Insurance	230	1,844,126.96	1,844,126.96	980,969.90	58.67%
Workmans Comp	240	63,833.68	91,833.68	79,120.81	86.16%
Pro & Tech Serv	310	0.00	2,000.00	0.00	0.00%
Prof Svcs - Substitutes	313	106,500.00	106,500.00	48,285.47	45.34%
Travel-In cnty	331	6,200.00	9,200.00	4,567.37	49.65%
Travel-Out Cnty	332	2,500.00	2,500.00	788.95	31.56%
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 Maintenance	350	26,284.04	26,284.04	16,388.64	62.35%
Rentals	360	5,914.93	5,914.93	0.00	0.00%
Leases	367	0.00	3,000.00	1,701.14	56.70%
Tech Rentals	369	48,488.65	48,488.65	39,870.96	82.23%
Stamps	371	15,000.00	15,000.00	9,278.75	61.86%
Wireless Plan	372	100.00	100.00	0.00	0.00%
Cell Phones	378	1,000.00	1,000.00	932.97	93.30%
Olthr Purch Srvs	390	107,388.04	103,988.04	21,065.10	20.28%
Printing	391	15,000.00	15,000.00	5,215.72	34.77%
Bottled Gas	420	3,805.47	3,805.47	23.01	0.60%
Electricity	430	158,500.00	160,500.00	73,449.78	45.76%
Gasoline	450	6,000.00	6,000.00	5,141.89	85.70%
Diesel Fuel	460	4,000.00	4,000.00	2,254.49	56.36%
Supplies	510	1,081,267.49	910,236.49	577,915.32	53.46%
Toner/Type Fee	515	13,505.30	13,505.30	3,843.13	28.46%
Tech Supplies	519	887.99	5,887.99	757.81	12.91%
Oil & Grease	540	1,000.00	1,000.00	78.00	7.80%
Repair Parts	550	3,500.00	3,500.00	2,154.72	61.56%
Tires & Tubes	560	500.00	2,502.00	1,883.10	75.26%
Food	570	9,343,453.40	10,445,492.74	7,547,889.81	72.28%
Commodities	580	1,600,000.00	1,571,000.00	0.00	0.00%
AV Mat L/T \$1000	622	50.00	1,050.00	214.37	20.42%
Equip \$1000 Over	641	153,220.38	153,220.38	58,115.39	37.93%
Equip L/T \$1000	642	215,768.06	215,768.06	113,363.43	52.54%
Comp Hdw > \$1000	643	22,500.00	22,500.00	0.00	0.00%
Cptr Hdw <\$1000	644	50,000.00	50,000.00	11,672.58	23.35%
TechRel FFE<\$1000	649	2,500.00	2,500.00	2,019.90	80.80%
Capitalized Remodeling	681	295,555.00	295,555.00	163,263.94	55.24%
Non-Cap Remodeling	682	25,000.00	25,000.00	0.00	0.00%
Dues And Fees	730	30,400.00	40,400.00	30,562.25	75.65%
Misc Ex/Ind Cst	792	250,000.00	235,000.00	181,836.93	77.38%
Total Gen Sup Srvs		23,867,768.88	24,809,877.22	16,907,864.78	
Total EXPENDITURES		23,867,768.88	24,809,877.22	16,907,864.78	68.15%
Fund Balance June 30, 2024	2750	7,388,321.30	7,385,721.30	7,686,770.20	
Total Fund Balance		7,388,321.30	7,385,721.30	7,686,770.20	
GRAND TOTAL		31,256,090.18	32,195,598.52	24,594,634.98	76.39%



**CLAY COUNTY SCHOOL BOARD**  
**SPECIAL REVENUE FUNDS - OTHER**  
**STATEMENT OF REVENUE**  
**07/01/2023 thru 03/31/2024**

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Miscellaneous Federal Direct	3199	0.00	421,994.66	30,718.56	7.28%
<b>Federal Direct - Total</b>			<b>0.00</b>	<b>421,994.66</b>	<b>30,718.56</b>	
Fed thru Local and State	Career And Technical Education	3201	320,219.64	420,219.64	180,050.26	42.85%
	Adult General Education	3221	482,064.06	367,563.55	157,411.26	42.83%
	English Literacy And Civics Ed	3222	48,821.30	48,821.30	27,283.87	55.89%
	Title II	3226	1,516,130.85	1,580,357.39	798,307.43	50.51%
	I D E A	3230	9,352,170.31	12,459,170.31	7,021,878.85	56.36%
	Title I - Elem & Secondary Edu	3240	8,601,449.37	10,490,940.06	4,319,760.15	41.18%
	Title III	3241	267,687.89	289,949.26	175,587.16	60.56%
	Twenty-First Century Schools	3242	531,748.77	747,651.03	165,543.59	22.14%
Other Federal Thru State		3290	173,754.13	888,414.53	73,260.05	8.25%
<b>Fed thru Local &amp; State - Total</b>			<b>21,294,046.32</b>	<b>27,293,087.07</b>	<b>12,919,082.62</b>	
<b>Total</b>			<b>21,294,046.32</b>	<b>27,715,081.73</b>	<b>12,949,801.18</b>	<b>46.72%</b>

**CLAY COUNTY SCHOOL BOARD**  
**SPECIAL REVENUE FUNDS - OTHER**  
**STATEMENT OF EXPENDITURES AND TRANSFERS**  
**07/01/2023 thru 03/31/2024**

Expense	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Purch Services	Eng Services	Mat/Supplies	Cap Outlay	Other Misc.	Totals	% Of Budget
Basic FEPP K-12	5100	6,382,637.07	10,156,097.92	1,790,253.75	628,765.69	166,910.60	0.00	219,967.62	1,158,763.91	10,150.34	3,974,811.91	39.14%
Exceptional	5200	7,029,548.95	8,034,186.77	2,892,635.75	1,096,095.34	110,695.15	0.00	143,635.69	29,485.31	0.00	4,272,548.24	53.18%
Career Technical Education	5300	256,833.84	357,717.84	0.00	(1.59)	5,850.00	0.00	24,987.46	115,349.04	12,824.74	159,009.65	44.45%
Adult General	5400	287,015.47	284,675.85	46,068.70	18,322.66	1,090.80	0.00	612.50	18,755.55	0.00	84,850.21	29.81%
Other Instruction	5900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Student Support Services	6100	1,857,443.97	1,944,496.93	816,598.86	293,762.38	66,746.90	0.00	50,632.29	7,968.81	2,219.91	1,237,929.15	63.66%
Instructional Media	6200	7,000.00	4,500.00	83.33	18.87	0.00	0.00	0.00	0.00	0.00	102.20	2.27%
Inst & Curric. Dev Services	6300	2,163,524.37	2,215,061.61	1,194,191.67	401,723.91	2,301.05	0.00	290.84	0.00	0.00	1,598,513.47	72.17%
Inst Staff Training Services	6400	2,562,222.89	3,239,345.23	643,926.54	202,036.26	320,179.70	0.00	23,052.93	116,586.54	5,892.40	1,311,674.37	40.49%
Instruction Related Technology	6500	0.00	0.00	0.00	(53.83)	0.00	0.00	0.00	0.00	0.00	-53.83	NA
General Administration	7200	674,344.99	814,679.11	0.00	0.00	0.00	0.00	0.00	0.00	286,238.46	286,238.46	35.14%
School Administration	7300	270.48	11,774.10	4,375.21	2,141.63	0.00	0.00	0.00	0.00	0.00	6,516.84	55.35%
Facilities Acquisition and Construction	7400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Food Services	7600	0.00	0.00	0.00	(38.17)	0.00	0.00	0.00	0.00	0.00	-38.17	NA
Central Services	7700	2,437.00	24,069.50	6,260.00	567.19	287.25	0.00	0.00	0.00	0.00	7,114.44	29.56%
Pupil Transportation Services	7800	70,767.29	626,573.55	0.00	0.00	9,528.13	0.00	0.00	0.00	0.00	9,528.13	1.52%
Operation Of Plant	7900	0.00	1,903.32	864.99	191.12	0.00	0.00	0.00	0.00	0.00	1,056.11	55.49%
Maintenance Of Plant	8100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Administrative Technology Svcs	8200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Community Services	9100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
<b>Total Expense</b>		<b>21,294,046.32</b>	<b>27,715,081.73</b>	<b>7,395,258.80</b>	<b>2,543,538.46</b>	<b>683,589.58</b>	<b>0.00</b>	<b>463,179.33</b>	<b>1,446,909.16</b>	<b>317,325.85</b>	<b>12,949,801.18</b>	<b>46.72%</b>

**CLAY COUNTY SCHOOL BOARD**  
**CARES ACT AND ARP FUNDS - 44X**  
**STATEMENT OF REVENUE**  
**07/01/2023 thru 03/31/2024**

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Fed thru Local & State	CARES ACT ESSER	3271	17,056,158.93	17,195,689.93	8,279,954.32	48.15%
<b>Fed thru Local &amp; State - Total</b>			<b>17,056,158.93</b>	<b>17,195,689.93</b>	<b>8,279,954.32</b>	
<b>Total</b>			<b>17,056,158.93</b>	<b>17,195,689.93</b>	<b>8,279,954.32</b>	<b>48.15%</b>

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**CLAY COUNTY SCHOOL BOARD**  
**CARES ACT AND ARP FUNDS - 44X**  
**STATEMENT OF EXPENDITURES AND TRANSFERS**  
**07/01/2023 thru 03/31/2024**

Expense	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Purch Services	Eng Services	Matl Supplies	Cap Outlay	Other Misc.	Totals	% OF Budget
Basic FEPP K-12	5100	9,070,426.85	9,673,324.57	732,518.41	76,766.36	573,296.36	0.00	544,506.35	119,835.03	6,707.32	2,053,629.83	21.23%
Exceptional Education	5200	825,076.71	827,855.15	51,324.62	14,669.31	19,580.40	0.00	549,886.31	81,596.31	0.00	717,056.95	86.62%
Career Technical Education	5300	66,139.32	66,139.32	0.00	0.00	0.00	0.00	993.20	68,198.04	0.00	69,191.24	104.61%
Adult General	5400	167.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Voluntary Pre K	5500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Instruction	5900	4,468.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Student Support Services	6100	330,628.60	227,048.28	269,812.30	75,775.53	2,439.70	275.00	9,801.95	0.00	0.00	358,104.48	157.72%
Instructional Media Services	6200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Inst & Curric Dev Services	6300	151,820.04	158,120.04	9,700.24	3,599.92	181.85	0.00	651.31	0.00	9,200.00	23,333.32	14.76%
Inst Staff Training Services	6400	1,118,198.95	1,211,660.75	983,011.40	75,917.18	55,053.41	0.00	23,773.06	0.00	0.00	1,137,755.05	93.90%
Instruction Related Technology	6500	0.00	4,353.82	0.00	0.00	0.00	0.00	0.00	4,353.82	0.00	4,353.82	100.00%
Board	7100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
General Administration	7200	531,959.69	510,587.39	0.00	0.00	0.00	0.00	0.00	0.00	76,512.80	76,512.80	14.99%
School Administration	7300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Facilities Acquisition and Construction	7400	4,461,827.36	4,202,160.16	0.00	0.00	0.00	0.00	0.00	3,732,489.66	0.00	3,732,489.66	88.82%
Fiscal Services	7500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Food Services	7600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Central Services	7700	6,699.55	6,699.55	1,386.00	123.86	0.00	0.00	0.00	0.00	0.00	1,509.86	22.54%
Pupil Transportation Services	7800	486,697.35	305,712.20	85,382.63	18,585.96	0.00	0.00	0.00	0.00	0.00	103,968.59	34.01%
Operation Of Plant	7900	2,048.72	2,048.72	0.00	0.00	0.00	0.00	2,048.72	0.00	0.00	2,048.72	100.00%
Maintenance Of Plant	8100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Administrative Technology Svcs	8200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Community Services	9100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Expense</b>		<b>17,056,158.93</b>	<b>17,195,689.93</b>	<b>2,133,135.60</b>	<b>265,438.12</b>	<b>650,551.72</b>	<b>275.00</b>	<b>1,131,660.90</b>	<b>4,006,472.86</b>	<b>92,420.12</b>	<b>8,279,954.32</b>	<b>48.15%</b>

**CLAY COUNTY SCHOOL BOARD**  
**PROPERTY AND CASUALTY SELF INSURANCE FUND 711**  
**STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS**  
**07/01/2023 Thru 03/31/2024**

**REVENUE AND TRANSFERS**

**Local Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Investment	3430	360,000.00	360,000.00	165,126.50	45.87%
Charges For Services	3481	4,194,899.60	4,194,899.60	2,279,721.72	54.35%
Total Local Sources		4,554,899.60	4,554,899.60	2,444,848.22	
Total REVENUE AND TRANSFERS		4,554,899.60	4,554,899.60	2,444,848.22	53.68%
Fund Balance July 1, 2023		2,478,886.22	2,478,886.22	2,478,886.22	
GRAND TOTAL		7,033,785.82	7,033,785.82	4,923,734.44	70.00%

**EXPENDITURES**

**Gen Sup Svc**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Workmans Comp	240	1,284,645.36	1,284,645.36	970,225.43	75.52%
Pro & Tech Serv	310	175,664.67	175,664.67	76,504.50	43.55%
Ins & Bond Prem	320	2,114,855.93	2,514,855.93	2,328,444.87	92.59%
Insurance Claims	321	561,608.15	561,608.15	0.00	0.00%
Total Gen Sup Svc		4,136,774.11	4,536,774.11	3,375,174.80	

**Xfer Of Funds**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Xfer To Gen Fnd	910	(2,000,000.00)	1,000,000.00	0.00	0.00%
Total Xfer Of Funds		-2,000,000.00	1,000,000.00	0.00	
Total EXPENDITURES		2,136,774.11	5,536,774.11	3,375,174.80	

**FUND BALANCE**

**Fund Balance**

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2024	2750	4,897,011.71	1,497,011.71	1,548,559.64	
GRAND TOTAL		7,033,785.82	7,033,785.82	4,923,734.44	70.00%

**CLAY COUNTY SCHOOL BOARD**  
**HEALTH SELF INSURANCE FUND 712**  
**STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS**  
**07/01/2023 Thru 2/29/2024**

**REVENUE AND TRANSFERS**

**Local Sources**

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Investment	3430	78,000.00	78,000.00	34,816.90	44.64%
Charges For Services	3481	34,332,000.00	34,332,000.00	21,741,634.32	63.33%
Miscellaneous Local Sources	3490	150,000.00	150,000.00	133,182.13	88.79%
Total Local Sources		34,560,000.00	34,560,000.00	21,909,633.35	
Total REVENUE AND TRANSFERS		34,560,000.00	34,560,000.00	21,909,633.35	63.40%
Fund Balance July 1, 2023		7,531,320.67	7,531,320.67	7,531,320.67	
<b>GRAND TOTAL</b>		<b>42,091,320.67</b>	<b>42,091,320.67</b>	<b>29,440,954.02</b>	<b>69.95%</b>

**EXPENDITURES**

**Gen Sup Svc**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Pro & Tech Services (ASO Fee)	310	3,000,000.00	3,000,000.00	1,723,603.47	57.45%
Excess Insurance Premiums	320	1,550,000.00	1,760,000.00	1,303,255.44	74.05%
Insurance Claims (Medical)	322	18,017,210.00	18,017,210.00	15,116,441.11	83.90%
Insurance Claims (Prescriptions)	323	9,000,000.00	13,000,000.00	9,972,599.25	76.71%
Board Stamps	371	3,000.00	3,000.00	2,441.57	81.39%
Total Gen Sup Svc		31,570,210.00	35,780,210.00	28,118,340.84	

**WELLNESS DEPARTMENT**

	Acct #	Original Budget	Amended Budget	Expenditures	% OF EXP
Administrator	110	71,950.00	71,950.00	55,469.16	77.09%
Retirement	210	8,650.00	8,650.00	7,527.21	87.02%
Social Security	220	5,050.00	5,050.00	4,094.93	81.09%
Group Insurance	230	8,650.00	8,650.00	5,648.02	65.30%
Workmans Comp	240	1,300.00	1,300.00	793.06	61.00%
Pro & Tech Serv	310	152,000.00	152,000.00	87,714.00	57.71%
Travel	330	5,000.00	5,000.00	80.00	1.60%
Repairs And Maintenance	350	50.00	83.50	83.50	100.00%
Cell Phone Fee	378	1,000.00	1,000.00	252.55	25.26%
Othr Purch Svc	390	578,000.00	561,485.12	17,287.61	3.08%
Printing	391	0.00	16.26	16.26	100.00%
Gasoline	450	1,200.00	1,200.00	278.32	23.19%
Supplies	510	5,200.00	7,932.17	6,542.17	82.48%
Oil and Grease	540	0.00	100.00	21.00	21.00%
Repair Parts	550	20.00	25.44	25.44	100.00%
Equip \$1000 Over	641	2,000.00	9,655.00	7,654.68	79.28%
Equip L/T \$1000	642	1,980.00	1,980.00	593.92	30.00%
Computer Hardware L/T \$1000	644	500.00	500.00	0.00	0.00%
Tech Related FFE L/T \$1000	649	500.00	500.00	0.00	0.00%
Vehicles	652	0.00	43,000.00	0.00	0.00%
Dues And Fees	730	800.00	800.00	884.60	110.58%
Sub-Total		843,850.00	880,877.49	194,966.43	
Total EXPENDITURES		32,414,060.00	36,661,087.49	28,313,307.27	77.23%

**FUND BALANCE**

**Fund Balance**

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2024	2750	9,677,260.67	5,430,233.18	1,127,646.75	
<b>GRAND TOTAL</b>		<b>42,091,320.67</b>	<b>42,091,320.67</b>	<b>29,440,954.02</b>	<b>69.95%</b>



## FURNITURE/EQUIPMENT MARCH, 2024

	LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0020	FL YOUTH CHALLENGE ACADEMY	\$ 8,333.11								\$ 8,333.11
0021	GREEN COVE SPRINGS JUNIOR HIGH	\$ 340,160.21								\$ 340,160.21
0071	CHARLES E BENNETT ELEMENTARY	\$ 173,712.85								\$ 173,712.85
0111	BANNERMAN LEARNING CENTER	\$ 171,039.53								\$ 171,039.53
0112	PACE CENTER FOR GIRLS	\$ 1,613.20								\$ 1,613.20
0113	AMI KIDS	\$ 7,461.21								\$ 7,461.21
0201	ORANGE PARK ELEMENTARY	\$ 136,530.74	\$ 74,957.60							\$ 211,488.34
0232	GROVE PARK ELEMENTARY	\$ 260,039.07								\$ 260,039.07
0241	W E CHERRY ELEMENTARY	\$ 205,629.37					\$ 2,891.51	\$ 7,046.00		\$ 201,474.88
0252	ORANGE PARK HIGH	\$ 1,431,227.27	\$ 2,998.71							\$ 1,434,225.98
0261	DOCTORS INLET ELEMENTARY	\$ 178,361.62								\$ 178,361.62
0271	MIDDLEBURG ELEMENTARY	\$ 260,460.56							\$ 3,106.33	\$ 257,354.23
0301	KEYSTONE HEIGHTS ELEMENTARY	\$ 309,082.26					\$ 1,551.00			\$ 310,633.26
0311	KEYSTONE HEIGHTS JR/SR HIGH	\$ 780,552.31					\$ 1,100.51	\$ 10,689.89	\$ 2,448.00	\$ 768,514.93
0331	S BRYAN JENNINGS ELEMENTARY	\$ 174,443.74						\$ 8,487.57		\$ 165,956.17
0341	CLAY HIGH SCHOOL	\$ 1,048,571.46							\$ 7,132.22	\$ 1,041,439.24
0351	LAKESIDE JUNIOR HIGH	\$ 418,356.18								\$ 418,356.18
0352	LAKESIDE ELEMENTARY	\$ 262,948.16								\$ 262,948.16
0361	ORANGE PARK JUNIOR HIGH	\$ 516,838.97								\$ 516,838.97
0371	WILKINSON JUNIOR HIGH	\$ 590,383.60	\$ 8,447.48				\$ 5,339.46			\$ 604,170.54
0381	MONTCLAIR ELEMENTARY	\$ 190,622.67								\$ 190,622.67
0391	MIDDLEBURG HIGH SCHOOL	\$ 1,316,731.06	\$ 16,682.11				\$ 7,629.87	\$ 1,778.00	\$ 1,249.00	\$ 1,338,016.04
0401	RIDGEVIEW ELEMENTARY	\$ 312,238.68	\$ 7,690.00							\$ 319,928.68
0411	CLAY HILL ELEMENTARY	\$ 282,181.06								\$ 282,181.06
0431	RIDGEVIEW HIGH SCHOOL	\$ 1,139,780.97					\$ 7,629.87		\$ 3,852.78	\$ 1,143,558.06
0451	LAKE ASBURY ELEMENTARY	\$ 174,541.74								\$ 174,541.74
0471	ROBERT M PATERSON ELEMENTARY	\$ 195,575.31								\$ 195,575.31
0481	LAKE ASBURY JUNIOR HIGH	\$ 637,201.72							\$ 1,449.00	\$ 635,752.72
0491	WILKINSON ELEMENTARY	\$ 374,253.16					\$ 1,100.51			\$ 375,353.67
0501	TYNES ELEMENTARY	\$ 294,781.06						\$ 2,891.51		\$ 291,889.55
0511	MCRAE ELEMENTARY	\$ 286,563.00								\$ 286,563.00
0521	FLEMING ISLAND ELEMENTARY	\$ 167,741.90						\$ 1,551.00		\$ 166,190.90
0531	THUNDERBOLT ELEMENTARY	\$ 235,495.89								\$ 235,495.89
0541	RIDEOUT ELEMENTARY	\$ 207,934.80								\$ 207,934.80
0551	FLEMING ISLAND HIGH SCHOOL	\$ 1,308,373.81	\$ 3,608.00						\$ 1,506.87	\$ 1,310,474.94
0571	SWIMMING PEN CREEK ELEMENTARY	\$ 149,363.12								\$ 149,363.12
0591	ARGYLE ELEMENTARY SCHOOL	\$ 158,679.19					\$ 3,715.74	\$ 6,035.85	\$ 1,500.00	\$ 154,859.08
0601	COPPERGATE ELEMENTARY	\$ 268,618.53								\$ 268,618.53
0611	OAKLEAF JUNIOR HIGH	\$ 534,076.07						\$ 9,890.00	\$ 4,321.75	\$ 519,864.32
0621	OAKLEAF VILLAGE ELEMENTARY	\$ 265,893.95					\$ 7,629.87			\$ 273,523.82
0631	SHADOWLAWN ELEMENTARY	\$ 196,807.95					\$ 5,339.46	\$ 6,922.24	\$ 5,549.25	\$ 189,675.92
0641	DISCOVERY OAKS ELEMENTARY	\$ 651,707.62								\$ 651,707.62

## FURNITURE/EQUIPMENT MARCH, 2024

	LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0651	PLANTATION OAKS ELEMENTARY	\$ 602,660.70								\$ 602,660.70
0661	OAKLEAF HIGH SCHOOL	\$ 1,448,694.21	\$ 25,631.88							\$ 1,474,326.09
0671	SPRING PARK ELEMENTARY	\$ 733,690.79					\$ 4,082.55			\$ 737,773.34
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	\$ 13,717.48								\$ 13,717.48
9000	SCHOOL BOARD	\$ 16,515.41								\$ 16,515.41
9002	CAREER & TECHNICAL EDUCATION	\$ 24,349.78								\$ 24,349.78
9003	INSTRUCTIONAL RESOURCES	\$ 43,345.81	\$ 7,910.00							\$ 51,255.81
9004	CLIMATE & CULTURE	\$ 77,561.29								\$ 77,561.29
9005	EXCEPTIONAL STUDENT EDUCATION	\$ 171,933.55								\$ 171,933.55
9006	DEPT OF ELEMENTARY EDUCATION	\$ 37,735.41								\$ 37,735.41
9007	K12 ACADEMIC SERVICES	\$ 5,946.87								\$ 5,946.87
9008	ADULT COMMUNITY EDUCATION	\$ 111,350.12					\$ 3,718.11			\$ 115,068.23
9009	PROFESSIONAL DEVELOPMENT	\$ 112,624.51								\$ 112,624.51
9010	TRANSPORTATION	\$ 585,545.94	\$ 16,279.10		\$ 4,860.43		\$ 9,890.00	\$ 1,014.76	\$ 20,387.85	\$ 595,172.86
9015	READING & EARLY LITERACY	\$ 25,760.73								\$ 25,760.73
9016	SUPERINTENDENT	\$ 40,077.03								\$ 40,077.03
9020	OPERATIONS	\$ 51,428.08								\$ 51,428.08
9021	MAINTENANCE DEPARTMENT	\$ 698,006.55					\$ 47,004.61	\$ 10,821.64	\$ 1,364.98	\$ 732,824.54
9022	SAFETY & SECURITY	\$ 180,898.58								\$ 180,898.58
9023	FACILITY PLANNING & CONSTRUCT	\$ 63,532.52								\$ 63,532.52
9024	CODE ENFORCEMENT	\$ 5,913.23								\$ 5,913.23
9025	SCHOOL POLICE DEPARTMENT	\$ 333,476.42								\$ 333,476.42
9030	PRINT CENTER	\$ 59,232.86								\$ 59,232.86
9040	INFORMATION & TECH SERVICES	\$ 1,465,371.29					\$ 1,100.51	\$ 35,397.70	\$ 26,284.42	\$ 1,404,789.68
9050	BUSINESS AFFAIRS DIVISION	\$ 148,432.36								\$ 148,432.36
9060	HUMAN RESOURCES	\$ 64,362.45	\$ 5,363.00				\$ 1,239.37			\$ 70,964.82
9106	TITLE 1	\$ 22,930.08								\$ 22,930.08
9110	FOOD & NUTRITION SERVICES	\$ 221,755.98					\$ 8,883.90	\$ 18,587.73	\$ 1,036.35	\$ 211,015.80
9111	CURRICULUM & INSTRUCTION	\$ 22,539.83								\$ 22,539.83
9113	TEACHER TRAINING CENTER FIH	\$ 16,551.33					\$ 1,267.04			\$ 17,818.37
9114	TEACHER LEARNING CENTER OPHS	\$ 2,662.45								\$ 2,662.45
9252	SEDNET	\$ 26,306.15								\$ 26,306.15
		\$ -								\$ -
	TOTAL	\$ 24,076,016.35	\$ 169,567.88	\$ -	\$ 4,860.43	\$ -	\$ 121,113.89	\$ 121,113.89	\$ 81,188.80	\$ 24,169,255.86

VEHICLES MARCH, 2024										
LOCATION	BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE	
9010-TRANSPORTATION	\$ 32,296,054.67	\$ 736,882.20							\$ 33,032,936.87	
TOTAL	\$ 32,296,054.67	\$ 736,882.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,032,936.87	

## AUDIOVISUAL MARCH, 2024

LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	TRANSFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0111	BANNERMAN LEARNING CENTER	\$ 2,402.11							\$ 2,402.11
0252	ORANGE PARK HIGH	\$ 9,958.90							\$ 9,958.90
0311	KEYSTONE HEIGHTS JR/SR HIGH	\$ 1,792.00	\$ 1,264.00						\$ 3,056.00
0341	CLAY HIGH SCHOOL	\$ 26,584.42							\$ 26,584.42
0351	LAKESIDE JUNIOR HIGH	\$ 2,500.82							\$ 2,500.82
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	\$ 1,293.43							\$ 1,293.43
0481	LAKE ASBURY JUNIOR HIGH	\$ 11,237.85							\$ 11,237.85
0551	FLEMING ISLAND HIGH SCHOOL	\$ 1,231.99							\$ 1,231.99
0651	OAKLEAF HIGH SCHOOL	\$ 4,855.26							\$ 4,855.26
9005	EXCEPTIONAL STUDENT EDUCATION	\$ 1,900.00							\$ 1,900.00
TOTAL		\$ 83,114.18	\$ 1,264.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,378.18

## SOFTWARE MARCH, 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	\$ 39,580.84							\$ 2,030.00	\$ 37,550.84
9021 MAINTENANCE	\$ 13,800.00								\$ 13,800.00
9040 INFORMATION & TECH SERVICES	\$ 5,024,189.74							\$ 17,552.92	\$ 5,006,636.82
9110 FOOD & NUTRITION SERVICES	\$ 39,100.00								\$ 39,100.00
TOTAL	\$ 5,172,541.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,582.92	\$ 5,152,958.61

\$50,000 - \$100,000 Contracts "Signed" by Superintendent for BAD monthly BOARD Financial Report All applicable Contracts prior to Contract #240119 have been added to the list.					
CONTRACT #	SUBMITTED BY	DEPT	COST	PO #	VENDOR
<u>240109</u>	S Legutko	9050	\$58,500.00	Pending PO	Greenberg Traurig, P. A. - Bond Counsel
<u>240084</u>	J Mescall S Legutko L Addison	9050 9023	\$53,729.51 \$54,244.69	P2405873	PowerSchool "New" ERP Application Managed Services (9050) PowerSchool "New" Predictive Enrollment Analytics (9023)
<u>240079</u>	D Broskie	9000	\$60,000+ (\$5,000 per month + travel/etc. over \$500 a month needs prior approval)	P2405622	The Southern Group (Lobbying)
<u>240004</u>	R Widdowson	9106	\$74,508.36	P2403207	Houghton Mifflin Math 180
<u>240044</u>	M Sanders	9005	\$78,000.00	P2404855	McCoy Institute - Audiological Services
<u>240058</u>	R Widdowson	9106	\$67,500.00	P2404402	Imagine Language & Literacy License
<u>230179</u>	H McDonald	9004	\$52,800.00	P2400863	Clay Behavioral (RVE, MBE, KHE, MRE, WES, CHE, CEB)
<u>230154</u>	H Teto	9006	\$59,360.00	P2310132	QuaverEd, inc.
<u>230121</u>	T Pickett	9007	Based on Student Enrollment Estimate under \$50,000	Pending Student Enrollment (P2404508)	University of Florida (Dual Enrollment)

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C17 - Budget Amendment Report for March 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 March 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



## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C18 - DELETION OF CERTAIN ITEMS REPORT APRIL, 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 March, 2024.

#### Gap Analysis

N/A

#### Previous Outcomes

Property Records followed State mandate on trackable assets, Chapter 274.05

#### Expected Outcomes

Tangible Personal Property shall be controlled and supervised from acquisition through transfer or disposal. Disposal of property shall be in accordance with Section 274.05, Florida Statutes. All deletions of items with a value of \$1,000.00 or more will be approved by The School Board of Clay County prior to disposition - School Board Policy Section 5.03C

#### Strategic Plan Goal

Goal 5: Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

#### Recommendation

Approve Deletion of Certain Items Report - April, 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 APRIL, 2024.pdf](#)

### Monthly Deletion Analysis / APRIL 2023 2024

Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
OPH - 0252	18000146	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000147	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000148	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000149	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000150	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000151	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000152	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000153	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000154	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000155	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000156	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000157	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000158	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000159	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000160	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000161	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000162	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000163	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000164	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000165	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000166	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000167	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000168	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000169	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	18000170	TOWER: DELL PRECISION 3420 / OBSOLETE	D5
	AV002426	HUMAN TORSO / OBSOLETE	D1
	00045696	BUFFER w/ FLOOR PAD WHIRLAMATI / OBSOLETE	D1
	10000087	MOWER:RIDING 27HP GRAVELY / OBSOLETE	D1
	13000134	DEFIBRILLATOR: ONSITE AED PHIL / OBSOLETE	D1
CHS - 0341	00071835	SCRUBBER: MINUTEMAN AUTO FLOOR / BROKEN	D1
	16000125	SCRUBBER: FLOOR - MINUTEMAN / BROKEN	D1
MHS - 0391	00084536	SERVING COUNTER: ATLAS CASHIER / BROKEN	D1
OHS - 0661	00090031	INSTRUMENT: TUBA W/CASE / TRADE IN	D2
	00090032	INSTRUMENT: TUBA W/CASE / TRADE IN	D2
	00090033	INSTRUMENT: TUBA W/CASE / TRADE IN	D2
	00090034	INSTRUMENT: TUBA W/CASE / TRADE IN	D2
INSTRUCTIONAL RESOR. - 9003	16000148	COPIER / BROKEN	D1
ESE - 9005	24000814	AUDIOMETER: AVANT A2D DIAGNOST/ STOLEN	D3
	18100230	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1
MAINTENANCE - 9021	00086987	REFRIGERATOR: COMMERICAL REACH / BROKEN	D1
IT - 9040	18000413	LAPTOP: DELL PRECISION M5520 / BROKEN	D1
	18000064	LAPTOP: DELL PRECISION M5520 / BROKEN	D1
	18000063	LAPTOP: DELL PRECISION M5520 / BROKEN	D1
	18000068	LAPTOP: DELL PRECISION M5520 / BROKEN	D1
	18000077	LAPTOP: DELL PRECISION M5520 / BROKEN	D1
	18000069	LAPTOP: DELL PRECISION M5520 / BROKEN	D1

Monthly Deletion Analysis / APRIL 2023 2024			
Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
	17000594	LAPTOP: DELL PRECISION M5520 / BROKEN	D1
	18000137	LAPTOP: MOBILE PRECISION DELL / BROKEN	D1
	17000592	LAPTOP: DELL PRECISION 5520 / BROKEN	D1
	18000084	LAPTOP: DELL PRECISION 5520 / BROKEN	D1
	12000433	C/M/K - APPLE IMAC 21.5 " MC97 / BROKEN	D1
	14000180	SERVER - DELL POWEREDGE / BROKEN	D1
BAD - 9050	12000126	SHREDDER: STRIP-CUT / BROKEN	D1
HR - 9060	18100336	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1
	16000604	COPIER: COLOR RICOH MPC5503 / BROKEN	D1
	15000736	SCANNER: COLOR - FUJITSU / BROKEN	D1
	19100016	LAPTOP: DELL PERCISION 5530 / BROKEN	D1
TITLE ONE - 9106	18100207	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1

D1 = PARTED OUT/JUNK

D2 = TRADE IN

D3 = STOLEN

D5 = SURPLUS SALES

# Clay County Public Schools Monthly Deletion Report For Month Ending: 04/30/2024

<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>
<b>0252 ORANGE PARK HIGH</b>						
Junk/Parts	00045696	BUFFER w/ FLOOR PAD WHIRLAMATI	01/23/1990	04/02/2024	1,015.00	1,015.00
Junk/Parts	10000087	MOWER-RIDING 27HP GRAVELY	09/24/2009	04/02/2024	7,566.75	7,566.75
Junk/Parts	13000134	DEFIBRILLATOR: ONSITE AED PHIL	09/27/2012	04/02/2024	1,052.80	1,052.80
Junk/Parts	AV002426	HUMAN TORSO	07/22/1997	04/02/2024	1,510.02	1,510.02
Surplus Sale	18000153	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000155	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000156	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000149	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000146	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000169	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000163	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000166	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000168	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000159	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000167	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000160	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000154	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000170	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000150	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000157	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000151	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000148	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000152	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000161	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000147	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000164	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000165	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000158	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
Surplus Sale	18000162	TOWER: DELL PRECISION 3420	01/08/2018	04/02/2024	1,461.74	1,461.74
					<b>47,688.07</b>	<b>47,688.07</b>

LCTN 0341 CLAY HIGH SCHOOL

Clay County Public Schools  
Monthly Deletion Report  
For Month Ending: 04/30/2024

<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	00071835	SCRUBBER: MINUTEMAN AUTO FLOOR	Furniture,Fixtures & Equipment	06/26/2003	4,995.00	4,995.00
Junk/Parts	16000125	SCRUBBER: FLOOR - MINUTEMAN E2	Furniture,Fixtures & Equipment	11/12/2015	6,367.18	6,367.18
					11,362.18	11,362.18
	<u>LC</u> TN	<u>0391</u>	<u>MIDDLEBURG HIGH</u>			
Junk/Parts	00084536	SERVING COUNTER: ATLAS CASHIER	Furniture,Fixtures & Equipment	08/25/2005	2,511.90	2,511.90
					2,511.90	2,511.90
	<u>LC</u> TN	<u>0661</u>	<u>OAKLEAF HIGH SCHOOL</u>			
Trade-In	00090031	INSTRUMENT: TUBA W/CASE-ST. PE	Furniture,Fixtures & Equipment	10/12/2006	2,995.00	2,995.00
Trade-In	00090032	INSTRUMENT: TUBA W/CASE-ST. PE	Furniture,Fixtures & Equipment	10/12/2006	2,995.00	2,995.00
Trade-In	00090033	INSTRUMENT: TUBA W/CASE-ST. PE	Furniture,Fixtures & Equipment	10/12/2006	2,995.00	2,995.00
Trade-In	00090034	INSTRUMENT: TUBA W/CASE-ST. PE	Furniture,Fixtures & Equipment	10/12/2006	2,995.00	2,995.00
					11,980.00	11,980.00
	<u>LC</u> TN	<u>9003</u>	<u>INSTRUCTIONAL RESOURCES</u>			
Junk/Parts	16000148	COPIER: COLOR - RICOH MPC4503S	Furniture,Fixtures & Equipment	12/10/2015	6,255.00	6,255.00
					6,255.00	6,255.00
	<u>LC</u> TN	<u>9005</u>	<u>EXCEPTIONAL STUDENT EDUCATION</u>			
Junk/Parts	18100230	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	1,219.97	1,219.97
Theft/Vandal	24000814	AUDIOMETER: AVANT A2D DIAGNOST	Furniture,Fixtures & Equipment	12/15/2023	4,711.00	4,711.00
					5,930.97	1,219.97
	<u>LC</u> TN	<u>9021</u>	<u>MAINTENANCE DEPARTMENT</u>			
Junk/Parts	00086987	REFRIGERATOR: COMMERCIAL REACH	Furniture,Fixtures & Equipment	06/08/2006	6,035.85	6,035.85
					6,035.85	6,035.85
	<u>LC</u> TN	<u>9040</u>	<u>INFORMATION AND TECH SERVICES</u>			
Junk/Parts	12000433	C/M/K - APPLE IMAC 21.5" MC97	Furniture,Fixtures & Equipment	03/08/2012	1,118.00	1,118.00
Junk/Parts	14000180	SERVER - DELL POWEREDGE R720	Furniture,Fixtures & Equipment	10/10/2013	7,683.04	7,683.04
Junk/Parts	17000592	LAPTOP: DELL PRECISION 5520 1T	Furniture,Fixtures & Equipment	06/09/2017	1,856.00	1,856.00
Junk/Parts	17000594	LAPTOP: DELL PRECISION 5520	Furniture,Fixtures & Equipment	06/09/2017	1,532.00	1,532.00
Junk/Parts	18000063	LAPTOP: DELL PRECISION M5520	Furniture,Fixtures & Equipment	09/07/2017	1,603.45	1,603.45
Junk/Parts	18000064	LAPTOP: DELL PRECISION M5520	Furniture,Fixtures & Equipment	09/07/2017	1,603.45	1,603.45
Junk/Parts	18000068	LAPTOP: DELL PRECISION M5520	Furniture,Fixtures & Equipment	09/07/2017	1,603.45	1,603.45

Clay County Public Schools  
Monthly Deletion Report  
For Month Ending: 04/30/2024

<u>Disposal</u>		<u>Acquisition</u>		<u>Purchase</u>	<u>Depreciation</u>
<u>Method</u>	<u>Tag</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>	<u>Value</u>
Junk/Parts	18000069	LAPTOP: DELL PRECISION M5520	09/07/2017	1,603.45	1,603.45
Junk/Parts	18000077	LAPTOP: DELL PRECISION M5520	09/07/2017	1,603.45	1,603.45
Junk/Parts	18000084	LAPTOP: DELL PRECISION M5520	09/07/2017	1,603.45	1,603.45
Junk/Parts	18000137	LAPTOP: MOBILE PRECISION DELL	10/30/2017	1,709.50	1,709.50
Junk/Parts	18000413	LAPTOP: DELL PRECISION M5520	05/15/2018	1,689.67	1,689.67
				25,208.91	25,208.91
Junk/Parts	12000126	SHREDDER: STRIP-CUT - HSM 2252	09/22/2011	1,835.40	1,835.40
				1,835.40	1,835.40
	<u>LCTN</u>	<u>9050</u>	<u>BUSINESS AFFAIRS DIVISION</u>		
	<u>LCTN</u>	<u>9060</u>	<u>HUMAN RESOURCES</u>		
Junk/Parts	15000736	SCANNER: COLOR - FUJITSU FI-71	12/11/2014	1,007.78	1,007.78
Junk/Parts	16000604	COPIER: COLOR RICOH MPC5503	05/26/2016	8,090.00	8,090.00
Junk/Parts	18100336	LAPTOP: DELL LATITUDE 7389	02/20/2018	1,219.97	1,219.97
Junk/Parts	19100016	LAPTOP: DELL PERCISION 5530	02/14/2019	1,795.84	1,795.84
				12,113.59	12,113.59
Junk/Parts	18100207	LAPTOP: DELL LATITUDE 7389	02/20/2018	1,219.97	1,219.97
	<u>LCTN</u>	<u>9106</u>	<u>TITLE 1</u>		
				1,219.97	1,219.97
				1,219.97	1,219.97

Clay County Public Schools  
Monthly Deletion Report  
For Month Ending: 04/30/2024

<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		Total Vehicles			Total Audio Visual	Total Software
130,631.82		0.00			1,510.02	0.00
					Totals for Deletion Report	
					132,141.84	127,430.84

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)



## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C19 - BID Renewal

#### Description

Renew BID as required per FS 287, DOE 6A-1.012 and School Board Policy

- a. Water & Wastewater Treatment Plants Contracted Operations County Wide #22-MA-324: Contract Period is July 1, 2024 through June 30, 2025. The contract period is for one (1) year and is the second of three renewal options.
- b. Epoxy Floor Services County Wide Bid #22-F-239: Contract Period is July 1, 2024 through June 30, 2025. The contract period is for one (1) year and is the first of three renewal options.

#### 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

Original Bid was Board approved and has been used successfully during the past term to provide quality services and products to the district.

#### Expected Outcomes

Upon approval by the Board; we expect the contractors and vendors to continue providing quality services and products at the same terms and conditions as when the original Bid was awarded.

#### Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

#### Recommendation

Extend renewal as follows:

- a. Water & Wastewater Treatment Plants Contracted Operations County Wide #22-MA-324:
  - Two Fold Water Engineering Inc, PO Box 767, Melrose, FL 32666
- b. Epoxy Floor Services County Wide Bid #22-F-239:
  - Ronald Lance Tile & Resinous Systems LLC, P.O Box 1097, Fairfield, FL 32634

#### Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

#### Financial Impact

- a. Water & Wastewater Treatment Plants Contracted Operations County Wide #22-MA-324: The total estimated expenditure for the one (1) year contract renewal is \$120,000.00 from General Revenue.
- b. Epoxy Floor Services County Wide Bid #22-F-239: The total estimated expenditure for the one (1) year contract renewal is \$50,000.00 from General and Capital Revenue.

#### Review Comments

#### Attachments

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C20 - Contract - Third-Party Administrator (TPA) Benefit Consultant

#### **Description**

The School District obtains a Third-Party Administrator (TPA) Benefit Consultant as our broker of record for health and welfare plans and other life, accident and voluntary insurance policies procured from various insurance companies. Scope of services shall include but not limited to Consulting Services, Financial Services, Communications/Employee Engagement, Compliance and Legislative Support, Plan Administration/Daily Support, and Well-Being and Engagement as listed in Schedule A. The initial term is for four (4) years from June 1, 2024 through May 31, 2028 thereafter shall automatically continue for successive twelve (12) month periods (each a "Renewal Term", and together with the Initial Term, the "Term") for a maximum of four additional years.

#### **Gap Analysis**

The District requires Contractor to provide third party administrative services to ensure our staff receives products and services that meet their needs.

#### **Previous Outcomes**

The Bailey Group has served as the TPA Benefit Consultant of record for approximately six (6) years and earns commissions from the Insurance Carriers based on the amount of payments from the District to the carriers on a monthly basis.

#### **Expected Outcomes**

We expect the Contractor to continue providing quality services as they have done in previous years. In addition to the ongoing services, the Contractor will continue to sponsor and support the School Board's "Tools 4 Clay Schools Store" as well as any related events, in coordination and partnership with the Clay Education Foundation. Furthermore, the Contractor will fully subsidize or provide tech credits toward the benefits administration cost.

#### **Strategic Plan Goal**

Goal 5; Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

#### **Recommendation**

That the School Board approve the agreement between the School Board of Clay County and the Bailey Group, an NFP Company.

#### **Contact**

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

#### **Financial Impact**

Cost paid out of carrier fees and/or commission(s) shall not to exceed \$375,000.00 annually.

#### **Review Comments**

#### **Attachments**

🔗 [240157 Bailey Group Service Agreement.pdf](#)

# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240157**  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE:

**May 2, 2024**

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: 4/9/2024

Name of Contract Initiator: Bertie Staefe for Insurance Department Telephone #: 336-6736

School/Dept Submitting Contract: Business Affairs/Insurance Department Cost Center # 9050 / 9053

Vendor Name: The Bailey Group an NFP Company

Contract Title: Service Agreement - Insurance-Benefits Brokerage/Consulting Services

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # 180373/210085/220117/ 230134

Contract Term: June 1, 2024 - May 31, 2028 Renewal Option(s): AUTO RENEW for up to 4 additional years

Contract Cost: Not to exceed \$375,000 annually paid via carrier commissions

☐ **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	FDOE Rule 6A-1.012 (15) Third-Party Admin SBCC Addendum A
Review Date	
School Board Attorney	
Review Date	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	DATE: _____

# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4

**IMPORTANT**

**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.  
Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)  
The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:  
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.  
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of June 2024, ("Effective Date") by and between the School Board of Clay County, Florida (the "Client"), and The Bailey Group, an NFP Company. ("NFP"). It is agreed by and between the parties hereto as follows:

- A. APPOINTMENT OF NFP. The client has appointed NFP as its broker of record for health and welfare plans and other life, accident and voluntary insurance policies procured from various insurance companies by NFP on behalf of Client. In consideration of the premiums paid under those policies and the commissions earned by NFP and paid by the insurance companies, NFP has agreed to perform services as described in Schedule A on behalf of the Client pursuant to the terms of this Agreement.
- B. SERVICES OF NFP. During the term of this Agreement, and at the Client's request, NFP has agreed to provide the services as listed in Schedule A.
- C. OPERATING EXPENSES. Client agrees to pay all its own operating expenses not outlined in Schedule A.
- D. CLIENT RESPONSIBILITIES. Client agrees to:
1. Disclose and provide all information reasonably necessary for NFP to provide the Elected Services as soon as administratively possible.
  2. Verify correctness of all data associated with Elected Services in writing.
  3. Execute a service agreement, if applicable, with the selected vendor to provide the Elected Services.
- DI. TERM AND TERMINATION.
1. Term of Agreement. This engagement shall be in force for an initial term commencing on Effective Date and ending on May 31, 2028, (the "Initial Term") and thereafter this engagement shall automatically continue for successive twelve (12) month periods (each a "Renewal Term", and together with the Initial Term, the "Term") for a maximum of four additional years.
  2. Termination of Agreement. This Agreement may be terminated:
    - a. During the term, by either party upon issuance of written notice to the other party in the event of a breach of any material term of this engagement, which breach is not remedied within thirty (30) days following written notice thereof. Such written notice shall include a detailed description of occurrence and potential remedies for addressing the breach.
    - b. At the conclusion of the initial term ending May 31, 2028, this contract can be terminated by either party for any reason upon with (90) days prior written notice to terminate the engagement.
- DII. FEES AND COMPENSATION.

NFP is proposing a compensation agreement not to exceed \$375,000 annually. This compensation is derived from carrier fees or commission(s) and will be reconciled annually to ensure compliance. This fee excludes sums paid by supplemental insurance carriers. No portion of the

compensation is refundable except as required by law. The service fee is fully earned at the commencement of the term.

G. CONFIDENTIALITY.

1. All Confidential Information (as defined below) of one party disclosed to the other party hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion, and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no event less than reasonable care. The receiving party will limit access to Confidential Information to its personnel with a need to know such Confidential Information and will instruct such personnel to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (a) to the extent necessary to comply with any law, rule, regulation, legal process or ruling applicable to it, (b) to the extent necessary to enforce its rights under this agreement and (c) to the extent necessary to perform the Elected Services. Upon the written request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession (other than archive data copies or information that is embedded within the computer hardware or other technical systems used to perform the services hereunder, and in accordance with internal document retention policies and procedures for legal, compliance or regulatory purposes). For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including trade secrets, provided by the disclosing party to the receiving party for use in connection with the Elected Services which is marked as confidential or reasonably should be known as confidential in light of the circumstance. However, Confidential Information does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Notwithstanding the foregoing, NFP may use Client's and its employees' information for purposes other than the performance of the services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data.
2. NFP has implemented administrative, technical, physical, and organizational measures to help ensure the security and confidentiality of any personally identifiable information or proprietary data received in connection with the services. The security measures will be in material compliance with applicable data protection law. In performing the services, NFP will comply with all applicable local, state, and federal laws and regulations pertaining to protection of personally identifiable data, privacy, and security.
3. NFP further acknowledges and understands that to the extent it receives Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") while performing Elected Services, then in order to safeguard

PHI from inadvertent and/or unauthorized disclosures, NFP and Client will enter into a standard Business Associate Agreement.

- H. LIMITATION OF LIABILITY. Under no circumstances will NFP be liable for indirect, incidental, consequential, or exemplary losses and damages, whether foreseeable or not, such as, but not limited to, damages arising from loss of or denial of benefits, overcharges of vendor premiums, loss of revenue, data, or anticipated profits, or lost business irrespective of whether such damages were incurred by Client due to negligent act, willful misconduct or omission, breach of contract, breach of warranty, negligence, strict liability, misrepresentation or other torts. NFP's aggregate liability for any and all damages hereunder shall not exceed the amounts received by NFP under this arrangement in the six (6) months prior to the event occurring for which Client seeks damages from NFP.

NFP shall not be liable for any delay in performance or failure to perform caused directly or indirectly by fire, explosion, accident, flood, labor trouble, weather condition, any regulation, rule or act of any government or governmental agency, act of God, armed conflicts, civil commotion or any other cause or damage that is beyond the reasonable control of NFP or any of its sources or could not reasonably have been foreseen.

I. MISCELLANEOUS.

1. Governing Law; Dispute Resolution. This Agreement is made under and shall be governed by the laws of the State of Florida as if fully performed therein. Before commencing formal legal proceedings in connection with this Agreement or the engagement for service, the parties agree to use good faith efforts to informally resolve any disputes arising hereunder for a period of no less than thirty (30) days. Any dispute or controversy between the parties relating to or arising out of this Agreement or any amendment or modification hereof, or any other claims between the parties shall be determined by confidential arbitration in St. Augustine, FL, under the auspices of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act; provided however, that any action to compel or stay arbitration, for any dispute regarding the arbitrability of a claim relating to or arising under this Agreement, or an action seeking injunctive relief under this Agreement may be brought in any state or federal court of competent jurisdiction. The parties acknowledge and agree that in connection with any proceeding, hereunder, including arbitration, they are waiving their right to trial before a court and/or jury.
2. Entire Agreement; Interpretation; Amendment; Assignment. This Agreement document contains the entire agreement and understanding of the parties, with respect to the subject matter herein; there exist no other agreements, whether oral or written and this supersedes any prior written or oral agreements between the parties. If any court of competent jurisdiction finds any provision of these terms and conditions invalid, illegal, or unenforceable, such provision shall be severed, and the remainder of the terms and conditions shall remain valid and enforceable. These terms and conditions may only be altered, waived, modified, or terminated in writing, signed, and delivered by an authorized representative of each of the parties. This Agreement may not be assigned by a party without the prior written consent of the other, however, NFP may assign this document to an affiliate upon written notice to Client.



3. Standard of Care. NFP may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with state regulations, as to the nature and extent of the services to be provided hereunder. Additionally, NFP shall be held to the same standard of care that would apply for services performed by like insurance brokers/consultants under similar circumstances.
4. Disclaimer. NFP disclaims any undertaking to provide accounting, legal, or tax consultation services or advice. NFP will not be responsible for any of the following: (i) errors or omissions by Client, any Plan representative or fiduciary, or their respective officers, director, agents, and employees; (ii) failures, errors or omissions by Client or NFP's vendors, or their respective officers, directors, agents, and employees; (ii) failure by any party to provide any required or necessary information or data to NFP on a timely basis as necessary or appropriate for the performance of NFP's services under this Agreement; and (iv) any privacy violations committed by Client or NFP's vendors, or the respective officers, directors, agents, and employees thereof.

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 stated herein.

[END OF TEXT; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

The Bailey Group, an NFP Company

By: Sabrina M Abare, SVP, Account Management Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date CLIENT:*

School Board of Clay County, Florida

By:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Schedule A: Scope of Services**

**Included in proposed fees unless otherwise noted.**

**SCOPE OF SERVICES**

If any services, functions, or responsibilities not specifically described are necessary for the proper performance and provision of the agreement, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner, described herein.

<b>Consulting Services</b>
NFP will continually assess the current strategic plan and alignment with the District's organizational objectives.
NFP provides brokerage and consulting services for all core and voluntary benefits, including Medical, Dental, Vision, Life, Short- and Long-Term Disability, and all worksite benefits.
NFP evaluates and monitors the capabilities of each included provider. NFP will perform a market study and present benefits options for all lines of coverage including issuing competitive solicitations and bidding/quoting/negotiating all lines of coverage as directed by the Insurance Committee and approved by the School Board yearly or as needed, to be presented to the Insurance Committee for review and recommendation to the School Board.
NFP shall identify and provide a dedicated account manager. The account manager shall be present for scheduled Insurance Committee meetings, as well as any special school scheduled meetings outside of any regular cadence.
NFP will execute benchmarking comparisons of programs with like industry, location, and size.
<b>Financial Services</b>
NFP will provide a monthly detailed financial summary/claims review. NFP will also provide additional financial reports, usage reports, and special analyses periodically.
NFP will monitor large medical and pharmacy claims, all approved stop loss reimbursements and denials.
NFP will provide an overview of all rates, including COBRA rate development.
NFP will provide IBNR calculation and analysis annually.
NFP will review and approve the details for policies submitted by the District's insurance providers to ensure the base for billing is correct and financial contract terms are enforced.
NFP will provide ongoing rebate monitoring and confirmation.
NFP will prepare billing and backup files for monthly stop loss payment, for the District's final review.
NFP will continue to sponsor and support the School Board's "Tools 4 Clay Schools Store" as well as related events in coordination and partnership with the Clay Education Foundation.
<b>Communications/Employee Engagement</b>

During the annual Open Enrollment and enrollment for New Hires, NFP shall provide a sufficient number of enrollment counselors to meet with eligible employees, if needed as well as provide additional staff for site and/or virtual visits for multiple locations during open enrollment, if needed.

NFP will prepare approved annual benefits guide inclusive of all benefits that may be provided electronically to active, retiree, and COBRA participants. The annual benefit guide will include all core and voluntary benefits brokered by NFP, eligibility rules, instructions for utilizing carrier website and online enrollment, current enrollment information and dates, and other information as determined by the District.

NFP will assist with information for the District's benefits website, providing up-to-date information on all benefits programs under this contract. This includes attending weekly benefits administration calls with the vendor.

NFP will participate and assist in providing educational programs, as agreed upon between NFP and the District, for all employees to make them aware of their benefits and to help contain costs.

NFP will be responsible for developing and providing the Plan Documents. They will also provide access to summary booklets, identification cards, and enrollment forms for life, medical, dental, vision, hospital indemnity, and disability insurance.

The District shall have final approval on all open enrollment forms and other distributed literature.

#### **Compliance and Legislative Support**

NFP will provide in-depth compliance checklist review and assistance annually, and ongoing as legislation changes.

The District shall arrange for the annual actuarial certification that be submitted to the Insurance Commissioner's office by the date determined by the actuary. It shall be NFP's responsibility to provide the District's actuarial firm with the correct data necessary for the certification of the District's self-funded medical and pharmacy plans.

NFP will provide HIPPA compliance assistance and certification.

NFP will provide access to internal resources which include compliance updates, podcasts, webinars, compliance attorney support, and electronic toolkits for various compliance items.

#### **Plan Administration/Daily Support**

NFP will provide all services necessary to communicate, enroll, and administer the plans beginning with the 2024 plan year. NFP will be available to meet with participants as needed and requested by the District.

NFP will provide appropriate education, training, and analytics to the District's Insurance Committee to ensure informed and intelligent decision-making.

NFP shall identify an account management team to assist plan members through customer service issues, including claims questions and eligibility issues. NFP shall provide any necessary training for the service team.

NFP will assist the District with the implementation of file feeds between plan vendors and the District benefits administration system.

NFP will assist in reconciling payroll deduction reports provided by the District's Payroll Department and will identify discrepancies (amounts not deducted, incorrect amounts deducted, etc.) for all insurance-related benefits upon request.
NFP will provide ongoing assistance with benefits administration marketing, selection and implementation. NFP will fully subsidize or provide tech credits toward the benefits administration cost.
NFP will manage District relationships with carriers, including managing vendor performance, accountability and communication lines.
NFP will provide overall Human Resources assistance, including assistance with policies and procedures support, if needed.
<b>Well-Being and Engagement</b>
NFP shall identify a Well-Being and Engagement Consultant to work with the District's Wellness Coordinator for anything wellness related.
NFP's Well-Being and Engagement Consultant will provide program consulting, strategic support, data analysis and review, and wellness vendor research and support.
NFP will provide wellness tools, resources, and access to virtual wellness programs.
NFP will work with the District to ensure wellness program compliance.

***End Scope of Services, Please see Addendum B***

## Addendum B – Year-Round Planning and Activity Calendar

<b>Ongoing Services</b> As an NFP client, you are continuously supported by comprehensive services that form the foundation underlying every step of our start up and ongoing benefits cycle processes. These services are a natural outgrowth of NFP's analytical, year-round consulting approach, detail orientation, underwriting expertise, technical proficiency, and client focus. NFP will provide ongoing support on a wide variety of issues with a dedicated team.
<b>Review of Administration Resources</b> <ul style="list-style-type: none"><li>- Current processes</li><li>- Internal capacity and expertise</li><li>- Assess need for outsourced vendors - including communication, eligibility maintenance, enrollment and call centers</li><li>- Assist with technology solutions - self-serve, carrier portals, eligibility maintenance</li><li>- Communication materials</li><li>- Website utilization</li></ul>
<b>Financial Monitoring</b> <ul style="list-style-type: none"><li>- Evaluate financial impact of plan modifications</li><li>- Review utilization and claim experience, including high claimant activity</li><li>- Identify plan trends</li><li>- Monitor claim activity compared to budget</li></ul>
<b>Assist and Assess Administration/Outsourcing</b> <ul style="list-style-type: none"><li>- Assess current resources/technology</li><li>- Develop cost efficient administration processes and/or technology solutions for: -</li><li>- Billing/eligibility</li><li>- Communication</li><li>- Web Enrollment</li></ul>
<b>Vendor Management</b> <ul style="list-style-type: none"><li>- Manage vendors proactively, to maximize service</li><li>- Assist in establishment of service standards</li><li>- Work with client/vendors to resolve complex issues</li><li>- Stay abreast of available service advancements and alternatives</li></ul>
<b>Regulatory Compliance</b> <ul style="list-style-type: none"><li>- Provide proactive updates on regulatory changes/developments via written communications, email bulletins and educational webcasts</li><li>- Provide compliance assessments and assist in developing and implementing action plans aimed at resolving compliance deficiencies</li><li>- Provide user-friendly tools to help meet compliance requirements</li><li>- Review policies, procedures and documents including:<ul style="list-style-type: none"><li>- Plan Documents</li><li>- Summary Plan Descriptions</li><li>- Section 125 documents</li><li>- Health Care Reform</li></ul></li></ul>
<b>Wellness Program Strategy and Design</b> <ul style="list-style-type: none"><li>- Increase employee knowledge and education</li></ul>

- Design a customized yearly communications calendar aimed at educating and changing behavior
- Ensure all carrier resources are being fully utilized
- Advise on implementation of active health management programs
- Assist in designing a participation incentive plan
- Assist in creating participation-oriented program modules
- Coordinate measurable activities such as HRA/biometric screenings
- Introduce financial accountability-based health management program
- Tie employee cost share to wellness goals
- Design measurable program goals
- Create a ROI equation
- Coordinate program with carrier and onsite wellness coordinator
- Assess need for third party wellness vendors

#### **Mid-Year Services**

##### **Mid-Year Strategic Planning**

- Evaluate current financial performance, funding and contribution strategies
- Review utilization data
- Conduct a renewal projection
- Conduct a Health Care Reform evaluation
- Compare actual plan designs and costs to benchmark data
- Evaluate results of plan changes and vendor changes
- Critique/assess vendor performance
- Review/update compliance changes
- Discuss benefit/marketplace trends including:
- Product portfolio
- Consumerism
- Wellness initiatives
- Voluntary products
- Validate, reassess and update strategic goals/objectives

##### **Reporting**

- Develop a comprehensive report covering current costs, plan designs, benchmarking, observations and identified areas of opportunity related to:
- Medical coverage - plan design, network discounts, access and financial arrangements
- Pharmacy - plan design, PBM discounts, carve-in or carve-out approach
- Employee contributions and the overall current strategy
- Dental - plan design, network discounts and financial arrangements
- Life - basic program and optional buy-up programs, participation and guarantee issue levels, Executive life and disability insurance (if applicable)
- Short- and long-term disability - basic and buy-up programs, state mandated benefits, taxability of benefits
- Voluntary products
- Health Care Reform risk analysis
- COBRA administration
- FSA administration



<ul style="list-style-type: none"> <li>- Benefit technologies</li> <li>- Employee assistance programs</li> <li>- Disease management programs</li> <li>- Wellness programs</li> <li>- Overall benefits communication to employees</li> <li>- Annual benefit statements (if applicable)</li> <li>- Consumer Driven Health Plans, including HRA/HSA</li> <li>- Vision benefits</li> <li>- Retiree programs</li> <li>- Plan eligibility rules including waiting periods, student age, leave provisions, domestic partners, etc.</li> </ul>
<b>Pre-Renewal</b>
<b>Create Strategic Plans</b> <ul style="list-style-type: none"> <li>- Establish short- and long-term goals</li> <li>- Prioritize goals</li> <li>- Develop target timeline for achieving objectives</li> </ul>
<b>Renewal/Market Survey</b> <ul style="list-style-type: none"> <li>- Analyze demographics, utilization and current plans designs</li> <li>- Prepare detailed request for proposals</li> <li>- Conduct comprehensive market survey</li> <li>- Act as liaison/advocate through the RFP process</li> <li>- Ensure RFP responses are accurate and competitive</li> </ul>
<b>Explore/Evaluate Options</b> <ul style="list-style-type: none"> <li>- Develop detailed carrier/administration vendor RFPs</li> <li>- Act as liaison/advocate through the RFP process</li> <li>- Ensure RFP responses are accurate and competitive</li> <li>- Evaluate carrier/vendor responses for each line of coverage relative to: <ul style="list-style-type: none"> <li>- Pricing; Rating/underwriting methodology</li> <li>- Plan of benefits, Funding mechanisms, Performance and rate guarantees</li> <li>- Provider access, Employee disruption, Implementation considerations, Technology</li> <li>- Administration; Communication/enrollment capabilities</li> <li>- Stability and solvency</li> </ul> </li> </ul>
<b>Renewal</b>
<b>Market Survey Analysis and Presentation</b> <ul style="list-style-type: none"> <li>- Secure in-force renewals</li> <li>- Evaluate/negotiate renewal and proposals relative to: <ul style="list-style-type: none"> <li>- Your organizational objectives</li> <li>- Pricing</li> <li>- Rating/underwriting methodology</li> <li>- Financial funding alternatives</li> <li>- Plan of benefits</li> <li>- Cost management</li> <li>- Carrier reporting capabilities</li> </ul> </li> </ul>

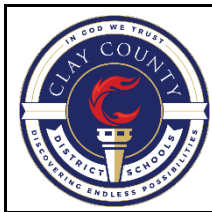
<ul style="list-style-type: none"> <li>- Provider access</li> <li>- Employee disruption</li> <li>- Implementation considerations</li> <li>- Account management</li> <li>- Performance and rate guarantees</li> <li>- Funding mechanisms</li> <li>- Communication/enrollment capabilities</li> <li>- Technology</li> <li>- Stability and solvency</li> <li>- Assess funding and plan design options</li> <li>- Prepare and present renewal/market comparisons</li> </ul>
<p><b>Present Findings/ Alternatives</b></p> <ul style="list-style-type: none"> <li>- Prepare comprehensive report including:</li> <li>- Current cost summary</li> <li>- Alternative cost summary</li> <li>- Plan of benefits comparison</li> <li>- Employee/provider disruption analysis</li> <li>- Carrier/vendor financial rating</li> <li>- Present alternatives aligned with employer objectives</li> </ul>
<p><b>Support Decision-Making</b></p> <ul style="list-style-type: none"> <li>- Provide additional information and clarify findings as needed</li> <li>- Conduct follow-up and negotiate with vendors</li> <li>- Facilitate finalist presentations (as applicable)</li> <li>- Secure vendor references</li> </ul>
<p><b>Plan/Vendor Selection</b></p> <ul style="list-style-type: none"> <li>- Prepare and present a comprehensive report that considers all of the aspects listed above and details the alternatives most consistent with your objectives</li> <li>- Provide summary information designed to help decision making including:</li> <li>- Medical - current cost summary</li> <li>- Financial alternatives/comparisons - insurance, self-funding, stop loss, carve-in vs. carve-out approaches</li> <li>- Alternative vendor cost summary</li> <li>- Plan design/plan of benefits comparison</li> <li>- Network analysis/employee disruption considerations</li> <li>- Performance and rate guarantees</li> </ul>
<p><b>Coordinate Program Implementation</b></p> <ul style="list-style-type: none"> <li>- Manage applicable vendor transitions</li> <li>- Develop detailed project plans including:</li> <li>- Enrollment</li> <li>- Administration</li> <li>- Communication</li> <li>- Facilitate administrative solutions, enrollment testing</li> <li>- Create employee communication strategy and collateral including new technology initiatives, preparation/review of all employee materials</li> <li>- Conduct enrollment meetings</li> </ul>

**Employee Communications Review and Design**

- Assist establishing communication strategies including use of newer technologies
- Review employee communications materials such as:
- Annual enrollment communications
- New hire materials
- Plan change announcements
- Employee newsletter articles
- Assist in the development of language as warranted
- Develop a year-round, customized employee communication campaign
- Assist with implementation of annual personalized benefit statements, upon request
- Implement and manage benefits landing page

**Post-Renewal****Post Implementation Review**

- Review plan documents/contracts/booklets and manage revision process
- Confirm accurate premium/fee billing
- Evaluate financial impact of final enrollment
- Appraise carrier/vendor performance



## **"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 119.071(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. § 119.071(5)(a)6]
    - Vendors/Consultants 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. § 119.071(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](mailto: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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **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: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(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.

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### **RECORDS ACCESS AND RETENTION**

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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.

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### **RECOVERED MATERIALS**

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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: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

## **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: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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, Florida Stat. as follows:

**Preference to businesses with drug-free workplace programs** - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

State of FLORIDA)  
County of CLAY)

My name is (INSERT NAME \_\_\_\_\_). 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 \_\_\_\_\_) 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 \_\_\_\_\_) 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 shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Exhibit # 2 (e)**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee

SBCC Title or Position of  
Contractor's Employee

SBCC Department/School of  
Contractor's Employee

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C21 - BID Award - PLACEHOLDER

#### Description

Award BID as required per FS 287, DOE 6A-1.012 and School Board Policy

- a. Custodial Services For Selected Administrative Buildings County Wide #24-F-246: Contract period is for a two (2) year period from July 1, 2024 through June 30, 2026 with the option to renew for three (3) additional one (1) year contract periods upon mutual agreement, in writing. Bid established for the purchase of labor and supervision to efficiently and effectively perform custodial service for School Board Facilities. The vendor awarded is the lowest most responsive and responsible qualified bidder meeting specifications.
- b. Elementary Schools Orff Instrument Sets Bid #24-SCH-97: Contract period is for purchases made between May 3, 2024 through June 30, 2024 with no renewals. Bid established for the purchase of Orff Instrument Sets at all Elementary Schools. The vendor awarded is the lowest, most responsive and responsible qualified bidder meeting specifications for Sections 1 - 5. No award for Section 6, as there were no vendors meeting specifications.
- c. Aluminum Ramps and Stairs – County Wide Bid #24-F-247: Contract period is for a three (3) year period from June 1, 2024 through May 31, 2027 with the option to renew for an additional three (3) year contract period, upon mutual agreement, in writing. Bid established for the purchase and installation/removal of aluminum landings/ramps/stair systems. One bid was received and evaluated by the Purchasing Department to be a responsive & responsible Bid. The Operation Department determined the bidder was qualified to do the work as specified. The vendor awarded was the sole responsive and responsible 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 Bids will expire but it was used successfully during the past terms to provide quality services and products to the district. No prior bids have been used to procure Orff Instruments.

#### 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. Custodial Services For Selected Administrative Buildings County Wide #24-F-246:
  - Southern Cleaning Service Inc 13052 US Hwy 11, Springville, AL 35146
- b. Elementary Schools ORFF Instruments Sets #24-SCH-97:
  - PLACEHOLDER
- c. Aluminum Ramps and Stairs – County Wide #24-F-247:
  - PLACEHOLDER

#### Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

**Financial Impact**

a. Custodial Services For Selected Administrative Buildings County Wide #24-F-246: The total estimated expenditure for the two (2) year contract is \$262,000. Estimated annual spend of \$131,000 for 2024-25, and \$131,000 for 2025-26 from General Revenue.

b. Elementary Schools Orff Instrument Sets Bid #24-SCH-97: The total estimated expenditure for purchase is \$500,000.00 from Grant Revenue.

c. Aluminum Ramps and Stairs – County Wide Bid #24-F-247: The total estimated expenditure for the three (3) year contract is \$160,000. Estimated annual spend of \$60,000 for 2024-25, \$50,000 for 2025-26, and \$50,000 for 2026-27 from General Revenue.

**Review Comments****Attachments**

DRAFT

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### Title

C22 - RFP to be Awarded - PLACEHOLDER

#### Description

Award RFP as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Temporary Substitute and Other Staffing Services #23-BA-130: Contract period is for a five (5) year period from July 1, 2024 through June 30, 2029 with the option to renew for five (5) additional year contract period upon mutual agreement, in writing.

#### Gap Analysis

The District requires vendors to provide services to ensure our students and staff needs are met.

#### Previous Outcomes

Prior Board approved contract will expire but it was used successfully during the past terms to provide quality services to the district.

#### Expected Outcomes

Upon approval by the Board, we expect the vendor to provide quality services at the terms and conditions listed in the Contract/RFP.

#### Strategic Plan Goal

Goal 5; Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

#### Recommendation

Award RFP as follows:

a. Temporary Substitute and Other Staffing Services #23-BA-130:

-

#### Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: [susan.legutko@myoneclay.net](mailto:susan.legutko@myoneclay.net)

Brenda Troutman, Assistant Superintendent for Human Resources, Phone (904)336-6700, Email:

[brenda.troutman@myoneclay.net](mailto:brenda.troutman@myoneclay.net)

#### Financial Impact

a. Temporary Substitute and Other Staffing Services #23-BA-130: The total estimated expenditure for the five (5) year contract is \$\_\_\_\_. Estimated annual spend of \$\_\_\_\_ from General Revenue.

#### Review Comments

#### Attachments

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C23 - Schematic/Preliminary/Final (Phase I, II, and III) Plans and Specifications for Keystone Heights High School Visitor Concession Stand

#### **Description**

Each phase or combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to the Schematic/Preliminary/Final (Phase I, II, and 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, and III) Plans and Specifications for Keystone Heights High School Visitor Concession Stand.

#### **Contact**

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

#### **Financial Impact**

As budgeted in the Educational Facilities Work Plan for \$500,000.00. The architect's cost estimate is \$500,000.00.

#### **Review Comments**

#### **Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

**Title**

C24 - Change Order #2 for Green Cove Springs Junior High School Window/HVAC Replacement (Buildings 1, 2, & 3)

**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 repairing of dry rotted beams, extra painting, and re-strapping conduit in soffit area.

**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 #2.

**Contact**

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

**Financial Impact**

This Change Order will increase the contract amount by \$21,804.12. Architect fees will increase by \$1,968.91. These funds are available and budgeted in the Educational Facilities Work Plan.

**Review Comments****Attachments**

🔗 [Change Order #2 GCJ Window HVAC Replacement Building 1, 2, & 3](#)



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** (Name and address)  
GCSJH Window Replacement  
(C-44-21/22)  
1220 Bonaventure Ave.  
Green Cove Springs, FL 32043

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: November 03, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 002  
Date: 05/02/2024

**OWNER:** (Name and address)  
School Board of Clay County  
900 Walnut Street  
Green Cove Springs, FL 32043

**ARCHITECT:** (Name and address)  
Bhide & Hall Architects, P.A.  
1329 Kingsley Ave. Suite C  
Orange Park, FL 32073

**CONTRACTOR:** (Name and address)  
Thomas May Construction Company  
310 College Drive  
Orange Park, FL 32065

### 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 #7 - Reconnect Roof Beam (Damaged due to Dry Rot)

COP #8 - Reconnect Roof Beam (Damaged due to Dry Rot)

COP #9 - Paint Soffit following repairs to roof beams and decayed fascia

COP #10 - Reconnect Roof Beam (Damaged due to Dry Rot)

COP #11 - Replace existing conduit strapping for rooms 2, 4, 6, 8 - unable to re-use existing.

The original Contract Sum was	\$ 1,739,989.00
The net change by previously authorized Change Orders	\$ 336,551.66
The Contract Sum prior to this Change Order was	\$ 2,076,540.66
The Contract Sum will be increased by this Change Order in the amount of	\$ 21,804.12
The new Contract Sum including this Change Order will be	\$ 2,098,344.78

The Contract Time will be increased by Seventy Nine (79) days.

The new date of Substantial Completion will be August 6, 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.**

Bhide & Hall Architects, P.A.

**ARCHITECT** (Firm name)

**SIGNATURE**

David S Shively, Sr. Vice President  
**PRINTED NAME AND TITLE**

05/02/2024

**DATE**

Thomas May Construction Company

**CONTRACTOR** (Firm name)

**SIGNATURE**

Keith R. Ward, President  
**PRINTED NAME AND TITLE**

05/02/2024

**DATE**

School Board of Clay County

**OWNER** (Firm name)

**SIGNATURE**

Ashley Gilhousen, Board Chair  
**PRINTED NAME AND TITLE**

05/02/2024

**DATE**

**SCHOOL DISTRICT OF CLAY COUNTY  
CHANGE ORDER #2**

**SDCC PROJECT NAME: Green Cove Springs Junior High School Window/HVAC  
Replacement (Buildings 1, 2, & 3)**

**SDCC PROJECT NUMBER: C-44-21/22**

---

**ADDITIONAL INFORMATION**

1. Repair three dry rotted beams (COP – 7, 8, & 10).	\$10,375.32
2. Extra painting needed after repairs (COP – 9).	\$9,454.16
3. Re-strapping conduit in soffit area (COP – 11)	\$1,974.64
<b>TOTAL CHANGE ORDER AMOUNT</b>	<b>\$21,804.12</b>

**Addition of seventy-nine (79) days to the Contract.**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

**Title**

C25 - Change Order #1 for Orange Park Junior High School Roof Repair/Replacement Buildings 1, 2, 3, & 4

**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 adding perimeter wood nailer modifications on buildings 2, 3, & 4 and adding 9 roof drains to building 1.

**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

**Financial Impact**

This Change Order will increase the contract amount by \$34,826.99. These funds are available and budgeted in the Educational Facilities Work Plan.

**Review Comments****Attachments**

🔗 [Change Order #1 for OPJ Roof Repair Replacement Buildings 1, 2, 3, & 4](#)

# SCHOOL DISTRICT OF CLAY COUNTY

## CHANGE ORDER NO. 1

SDCC PROJECT NAME: Orange Park Junior High School Roof Repair/Replacement Buildings 1, 2, 3 & 4

SDCC PROJECT NO: C-22-23/24

The Owner authorized the Contractor to make the following change(s) in the contract dated September 7, 2023.

ORIGINAL CONTRACT AMOUNT: \$1,517,110.07  
REVISED CONTRACT AMOUNT BY PREVIOUS CHANGE ORDER(S): \$0.00

Change(s) and reason(s) for this Change Order: Add perimeter wood nailer modifications on buildings 2, 3, & 4. Add 9 roof drains to building 1.

Additional Time needed for this Change Order is fifty-five (55) calendar days. Contract Final Completion date is April 25, 2024.

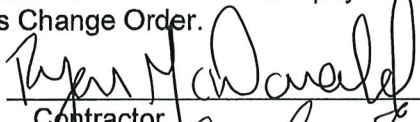
For these changes: ☒ Add to ☐ Deduct from the Contract in accordance with the conditions of the Contract the sum of: Thirty-four thousand eight hundred twenty-six dollars and ninety-nine cents

CURRENT CONTRACT AMOUNT: \$1,517,110.07  
ADDITION TO CONTRACT: \$34,826.99  
DEDUCTION TO CONTRACT: \$0.00  
REVISED CONTRACT AMOUNT: \$1,551,937.06

ARCHITECT/ENGINEER CERTIFICATION: In my considered professional opinion, as Project Architect/Engineer, the prices quoted in this Change Order are both fair and reasonable and in the proper ratio to the cost of the original work contract under benefit of competitive bidding.

Signature: N/A Date: \_\_\_\_\_  
Architect/Engineer

By execution of this Change Order, the Contractor acknowledges that all issues related to compensation and time have been resolved and payment recited herein is full compensation for the work identified in this Change Order.

ACCEPTED: Signature:  Date: 5/2/2024  
Contractor

Signature:  Date: 5/2/2024  
SDCC Project Manager

APPROVED: Signature: \_\_\_\_\_ Date: 5/2/2024  
School Board Chairman

MIS15010  
EFF 7/10/08



**SCHOOL DISTRICT OF CLAY COUNTY  
CHANGE ORDER #1**

**SDCC PROJECT NAME: Orange Park Junior High School Roof  
Repair/Replacement Buildings 1, 2, 3, & 4**

**SDCC PROJECT NUMBER: C-23-23/24**

---

**ADDITIONAL INFORMATION**

- |  |             |
|--|-------------|
| 1. Add perimeter wood nailer modifications on buildings 2, 3, & 4. | \$11,142.37 |
| 2. Add 9 roof drains to building 1.                                | \$23,684.62 |

<b>TOTAL CHANGE ORDER AMOUNT</b>	<b>\$34,826.99</b>
----------------------------------	--------------------

**No additional days to the Contract.**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C26 - Prequalification of Contractors

#### **Description**

Section 1013.46 of Florida Statutes requires School Boards to pre-qualify contractors prior to their being able to bid on construction projects for the district. The rules for pre-qualification are stipulated in the State Requirements for Educational Facilities (SREF). The attached list identifies the contractors to be approved this month. As this is an annual requirement, the attached list may contain both new contractors and contractors seeking to renew their pre-qualification status. Per Florida Statutes, only those contractors currently pre-qualified at the time of bidding may bid on a School Board construction project.

#### **Gap Analysis**

Contractor Pre-Qualification is an annual requirement.

#### **Previous Outcomes**

CCDS complies with contractor pre-qualification as required by Florida Statutes and SREF (State Requirements for Educational Facilities).

#### **Expected Outcomes**

CCDS will remain in compliance by certifying the contractors recommended for pre-qualification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

#### **Strategic Plan Goal**

Ensure 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 Pre-qualification list.

#### **Contact**

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

#### **Financial Impact**

None.

#### **Review Comments**

#### **Attachments**

• [Table for Board Backup Contractor Prequal, 5.2.24](#)

## 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 Bryce Ellis, 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
Acme Roofing & Sheet Metal Company, Inc.	General Contractor	\$6,500,000.00	May 31, 2025
BBG Contracting Group, Inc.	Roofing Contractor	\$12,000,000.00	May 31, 2025
Central Pipe Rehab, LLC	Building Contractor	\$300,000.00	May 31, 2025
D.H. Pace Company, Inc.	Building Contractor	\$30,000,000.00	May 31, 2025
Elkins Construction, LLC	General Contractor	\$250,000,000.00	May 31, 2025
Harrell Construction Company, Inc.	General Contractor	\$15,000,000.00	May 31, 2025
Parrish McCall Constructors, Inc.	General Contractor	\$250,000,000.00	May 31, 2025
Perry-McCall Construction, Inc.	General Contractor	\$250,000,000.00	May 31, 2025
Premier American Construction, Inc.	Building and Underground Utility & Excavation Contractor	\$3,000,000.00	May 31, 2025
W.W. Gay Mechanical Contractor, Inc.	General, Mechanical, and Plumbing Contractor	\$100,000,000.00	May 31, 2025



## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

**Title**

C27 - Wilkinson Junior High School Fire Alarm Replacement Contract Award

**Description**

This project is listed in the Educational Facilities Work Plan. The selection was conducted in accordance with Florida Statute 287.055. The project was advertised for three (3) consecutive weeks with The Clay Today. The bid opening was held April 18, 2024 at 2:00 p.m. The project had \_\_\_\_ ( ) qualified bidders.

**Gap Analysis**

N/A

**Previous Outcomes**

N/A

**Expected Outcomes**

Completion of Wilkinson Junior High School Fire Alarm 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 construction contract to the low bidder meeting specifications, \_\_\_\_\_, the base bid in the amount of \$\_\_\_\_\_.

**Contact**

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

**Financial Impact**

These funds are available and budgeted in the Educational Facilities Work Plan.

**Review Comments****Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C28 - Interlocal Agreement with the Clay County Sheriff's Office for Low-Priced Gasoline in the Middleburg Area

#### **Description**

This agreement between the Clay County Sheriff's Office and the School Board of Clay County is to be able to provide a source of low-priced gasoline for Clay County Sheriff's Office vehicles in the area of Middleburg, Florida.

#### **Gap Analysis**

The Clay County Sheriff's Office is in need of a source of low-priced gasoline for their vehicles in the area of Middleburg, Florida other than the utilization of privately owned gasoline stations.

#### **Previous Outcomes**

The Clay County School Board agreed to sell gasoline to the Clay County Sheriff from the Middleburg Facility. The price per gallon cost plus a 3.45 percent administrative fee charged by and payable to the School Board.

#### **Expected Outcomes**

The Clay County Sheriff's Office could realize significant savings to the tax payers by purchasing gasoline from the Clay County School Board at the facility.

#### **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 Interlocal Agreement.

#### **Contact**

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

#### **Financial Impact**

No cost to the District.

#### **Review Comments**

#### **Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

**Title**

C29 - Guaranteed Maximum Price (GMP) Bid Package 1 (Construction Site Preparation) for Oakleaf Junior High School Classroom Addition

**Description**

In accordance with the School Board's contract with Scorpio for Construction Management At-Risk Services for Oakleaf Junior High School Classroom Addition, presents to the School Board the GMP Bid Package 1 (Construction Site Preparation) for **Enter amount of Bid Package and any additional information.**

**Gap Analysis**

N/A

**Previous Outcomes**

N/A

**Expected Outcomes**

The Construction Manager At-Risk is able to proceed with construction site preparation in a timely manner which will translate 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 Scorpio's Guaranteed Maximum Price Bid Package.

**Contact**

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

**Financial Impact**

The GMP Bid Package 1 (Construction Site Preparation) for the project is \$Enter the amount.. These funds are available and budgeted in the Educational Facilities Work Plan.

**Review Comments****Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C30 - Guaranteed Maximum Price (GMP) Bid Package 1 (Construction Site Preparation) for Lake Asbury Junior High School Classroom Addition

#### **Description**

In accordance with the School Board's contract with Parrish McCall Contractors for Construction Management At-Risk Services for Lake Asbury Junior High School Classroom Addition, presents to the School Board the GMP Bid Package 1 (Construction Site Preparation) for Enter amount of Bid Package and any additional information.

#### **Gap Analysis**

N/A

#### **Previous Outcomes**

N/A

#### **Expected Outcomes**

The Construction Manager At-Risk is able to proceed with construction site preparation in a timely manner which will translate 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 Parrish McCall Contractors Guaranteed Maximum Price Bid Package.

#### **Contact**

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

#### **Financial Impact**

The GMP Bid Package 1 (Construction Site Preparation) for the project is \$Enter the amount.. These funds are available and budgeted in the Educational Facilities Work Plan.

#### **Review Comments**

#### **Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C31 - Schematic/Preliminary/Final (Phase I, II, and III) Plans and Specifications for the construction site preparation for the classroom addition at Lake Asbury Junior High School GMP 1 for the construction site preparation

#### **Description**

Each phase or combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to the Schematic/Preliminary/Final (Phase I, II, and 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, and III) Plans and Specifications for construction site preparation for the classroom addition at Lake Asbury Junior High School GMP 1 for the construction site preparation.

#### **Contact**

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

#### **Financial Impact**

As budgeted in the Educational Facilities Work Plan for \$\_\_\_\_\_. The architect's cost estimate is \$\_\_\_\_\_.

#### **Review Comments**

#### **Attachments**

## School Board of Clay County

### May 2, 2024 - Regular School Board Meeting

#### **Title**

C32 - Schematic/Preliminary/Final (Phase I, II, and III) Plans and Specifications for the construction site preparation for the classroom addition at Oakleaf Junior High School GMP 1 for the construction site preparation

#### **Description**

Each phase or combination of phases is submitted to the School Board for review and approval. The plans have received staff review and are complete to the Schematic/Preliminary/Final (Phase I, II, and 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, and III) Plans and Specifications for construction site preparation for the classroom addition at Oakleaf Junior High School GMP 1 for the construction site preparation.

#### **Contact**

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

#### **Financial Impact**

As budgeted in the Educational Facilities Work Plan for \$\_\_\_\_\_. The architect's cost estimate is \$\_\_\_\_\_.

#### **Review Comments**

#### **Attachments**