

School Board of Clay County

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

October 2, 2025 - Regular School Board Meeting

Date: Oct 02 2025 (6:00 p.m.)

Student Showcase (Doctors Inlet Elementary School)

Invocation (Pastor Steve Hunter, Fellowship Bible Church, Middleburg)

Pledge of Allegiance

Call to Order

Recognitions and Awards

[1. Recognize Schools' Excellence for Kids Heart Challenge, American Heart Association](#)

Presenters

School Showcase (Doctors inlet Elementary School, Carolyn Ayers, Principal)

Presentations from the Audience (Public Comment on Specific Agenda Items)

Discussion Agenda

School Board Member

[2. D1 - Public Hearing to Approve as Advertised Revisions to School Board Policy 2411 School Counseling](#)

🔗 [2411 School Counseling_proposed revisions.pdf](#)

🔗 [Legal Adv Notice of PH for Revisions to SB Policy 2411 School Counseling.pdf](#)

Human Resources

[3. D2 - Human Resources Special Action A](#)

[4. D3 - Human Resources Special Action B](#)

[5. D4 - Human Resources Special Action C](#)

Consent Agenda

Superintendent

[6. C1 - Minutes of School Board Workshop on August 26, 2025; School Board Regular Meeting on September 4, 2025](#)

🔗 [2025 Aug 26 Workshop.pdf](#)

🔗 [2025 Sep 4 Regular Mtg.pdf](#)

School Board Member

7. C2 - Approval to Advertise and Notice of Public Hearing to Adopt School Board Policies and Bylaws

☞ [Legal Adv Notice of PH for Revisions to SB Policies and Bylaws.pdf](#)

Human Resources

8. C3 - Personnel Consent Agenda

☞ [Personnel Consent Agenda 10-02-2025.pdf](#)

9. C4 - Kelly Services EXHIBIT A - Pricing for Substitutes

☞ [Exhibit A- Pricing for Kelly Education 2025-2026.pdf](#)

Instruction-Academic Services

10. C5 - Elementary Student Out of State Travel

☞ [Out of State Travel - DOE.pdf](#)

Instruction-Career and Technical Education

11. C6 - School Affiliation Agreement between HCA South Atlantic Division (parent corporation of Orange Park Medical Center) and The School Board of Clay County, Florida, Department of Career and Technical Education

☞ [260028 HCA Amendment - Contract Review.pdf](#)

Instruction-K-12 Academic

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

☞ [October 2025 Student Travel.pdf](#)

Instruction-Professional Development

13. C8 - Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida

☞ [260011 Clay County MOU wComp 25-26.pdf](#)

Instruction-Reading/Library Media

14. C9 - Request for Review or Reconsideration of Library Materials Appeals

☞ [October 2025_Request for Review or Reconsideration of Library Materials Appeals.pdf](#)

Instruction-Climate and Culture

15. C10 - Proclamation for Red Ribbon Week

☞ [2025 Red Ribbon Week.pdf](#)

Business Affairs

16. C11 - Proposed Allocation Changes for 2025-2026

☞ [10.02.25 - 25-26 Allocation Summary \(1\).pdf](#)

Business Affairs-Property

17. C12 - Deletion of Certain Items Report - September, 2025

[☞ Monthly Deletion Report - September 2025.pdf](#)

[☞ DELETION ANALYSIS Sept. 2025- 2026 - Sheet1.pdf](#)

Business Affairs-Purchasing

[18. C13 - BID Renewal](#)

Operations-Facilities

[19. C14 - Substantial and Final Completion of Oakleaf Village Elementary School Safety & Security: Emergency Communications](#)

[☞ Certificate of Substantial and Final Completion - OVE Emergency Communications](#)

[20. C15 - Substantial and Final Completion of Plantation Oaks Elementary School Safety & Security: Emergency Communications](#)

[☞ Certificate of Substantial and Final Completion - POE Emergency Communications](#)

[21. C16 - Substantial and Final Completion of Discovery Oaks Elementary School Safety & Security: Emergency Communications](#)

[☞ Certificate of Substantial and Final Completion - DOE Emergency Communications](#)

[22. C17 - Substantial and Final Completion of Green Cove Springs Junior High School CTE Lab Upgrades](#)

[☞ Certificate of Substantial and Final Completion - GCJ CTE Lab Upgrades](#)

[23. C18 - Coppergate Elementary School HVAC Repair/Replacement Contract Award](#)

[☞ Contract for CGE HVAC Repair Replacement](#)

[24. C19 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Shadowlawn Elementary School Fire Alarm Repair/Replacement](#)

[25. C20 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Doctors Inlet Elementary School Fire Alarm Repair/Replacement](#)

[26. C21 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Ridgeview High School Fire Alarm Repair/Replacement](#)

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

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

[29. C24 - Schematic/Preliminary/Final \(Phase I, II, & III\) Plans and Specifications for Ridgeview High School Roof Repair/Replacement](#)

[30. C25 - Substantial and Final Completion of Tynes Elementary School HVAC Repair/Replacement](#)

[31. C26 - Substantial and Final Completion of Plantation Oaks Elementary School Fire Alarm Repair/Replacement](#)

[☞ Certificate of Substantial and Final Completion - POE Fire Alarm](#)

[32. C27 - Substantial and Final Completion of Tynes Elementary School Fire Alarm Repair/Replacement](#)

[☞ Certificate of Substantial and Final Completion - TES Fire Alarm](#)

[33. C28 - Substantial and Final Completion of Oakleaf Village Elementary School Fire Alarm Repair/Replacement](#)

[☞ Certificate of Substantial and Final Completion - OVE Fire Alarm](#)

[34. C29 - Prequalification of Contractors](#)

[☞ Table for Board Backup Contractor Prequal, 10.2.2025](#)

[35. C30 - Change Order #4 \(Direct Purchasing\) for Lake Asbury Junior High School Classroom Addition](#)

[☞ Change Order #4 \(Direct Purchasing\) for LAJ Classroom Addition](#)

[36. C31 - Change Order #7 for Lakeside Elementary School Kitchen Renovation](#)

[☞ Change Order #7 for LSE Kitchen Renovation.pdf](#)

Adoption of Consent Agenda

Presentations from the Audience (Public Comment on Non-Specific Agenda Items)

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

October 2, 2025 - Regular School Board Meeting

Title

Recognize Schools' Excellence for Kids Heart Challenge, American Heart Association

Description

Recognition of schools that raised the largest funding through students' participation in the Kids Heart Challenge (American Heart Association).

- Thunderbolt Elementary
- Lake Asbury Elementary
- Orange Park Elementary
- Green Cove Springs Junior High

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

Recognition only.

Contact

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

Financial Impact**Review Comments****Attachments**

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

D1 - Public Hearing to Approve as Advertised Revisions to School Board Policy 2411 School Counseling

Description

School board policies outline rules to ensure the efficient operation of the school district, providing the framework to support educational programs, school finance, staff recruitment, administration of student services, employee-related rules, and the construction and maintenance of facilities.

The proposed revisions are intended to update and ensure alignment of school board policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations. The Board is authorized to adopt and revise policies under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Gap Analysis

All board policies are reviewed periodically to ensure they are up to date and compliant with current applicable laws and regulations.

Previous Outcomes

Revisions to board policies have been adopted by the Board as needed and/or required in the past.

Expected Outcomes

The proposed revisions to board policies will be adopted by the Board and implemented appropriately.

Strategic Plan Goal

Goal 1: Student Success

Goal 2: Talent Recruitment, Development, and Retention

Goal 3: Family and Community Engagement

Goal 4: Safe and Positive Learning Environment

Goal 5: Fiscal and Operational Efficiency

Recommendation

It is recommended that the board approve as advertised the proposed revisions to SB Policy 2411 School Counseling

Contact

Erin Skipper, Board Chair, erin.skipper@myoneclay.net

Jeremiah Blocker, School Board Attorney, jeremiah.blocker@myoneclay.net

Financial Impact

Review Comments

Attachments

🔗 [2411 School Counseling_proposed revisions.pdf](#)

🔗 [Legal Adv Notice of PH for Revisions to SB Policy 2411 School Counseling.pdf](#)



Book	Policy Manual
Section	2000 Programs
Title	Copy of SCHOOL COUNSELING
Code	po2411 Revised KNW 8/18/25
Status	
Adopted	June 5, 2025

2411 - **SCHOOL COUNSELING**

The School Board requires that a planned program of school counseling be an integral part of the educational program of the schools. In accordance with F.A.C. 6A-5.079, 1002.20 and 1014.04, such a program may:

- A. assist students in academic advisement and planning to achieve their optimum growth;
- B. aid students in identifying options and making choices in career/vocational and post-secondary education;
- C. provide responsive mental health counseling services to students;
- D. supports the provision of resiliency education, civic and character education, and life skills education.

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**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO
APPROVE REVISIONS TO
SCHOOL BOARD POLICY 2411 SCHOOL COUNSELING**

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approves the advertisement of revisions to School Board Policy 2411 School Counseling.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the proposed revisions to SB Policy 2411 School Counseling is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - September 4, 2025. 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 modifications to SB Policy 2411 School Counseling 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 School Board in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt revisions to SB Policy 2411 School Counseling following a public hearing. ***The public hearing shall be held on Thursday, October 2, 2025,*** during the course of a Special Board meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

D2 - 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

October 2, 2025 - Regular School Board Meeting

Title

D3 - 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

October 2, 2025 - Regular School Board Meeting

Title

D4 - 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

October 2, 2025 - Regular School Board Meeting

Title

C1 - Minutes of School Board Workshop on August 26, 2025; School Board Regular Meeting on September 4, 2025

Description

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

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Approve minutes as submitted.

Contact

David S. Broskie, Superintendent of Schools, david.broskie@myoneclay.net

Financial Impact

None

Review Comments

Attachments

🔗 [2025 Aug 26 Workshop.pdf](#)

🔗 [2025 Sep 4 Regular Mtg.pdf](#)



School Board of Clay County

District Multi-Purpose Center, Corner of Gratio Place and Walnut Street, Green Cove Springs, FL 32043

August 26 , 2025 - School Board Workshop

Date: Aug 26 2025 (9:00 a.m.)

Invocation (Erin Skipper)

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

Workshop Items

[1. Strategic Plan Update](#)

 [Strategic Plan - Year 2 Update for Board.pdf](#)

Minutes:

Superintendent Broskie shared the attached visual presentation entitled "Strategic Plan: Year Two Update", highlighting the successes of and continued focus on the following goals:

- Student Success
- Talent Recruitment, Development, and Retention
- Family and Community Engagement
- Safe and Positive Learning Environment
- Fiscal and Operational Efficiency

[2. Transportation Update](#)

 [Transportation Update - August 2025.pdf](#)

Minutes:

Randall Crawford, Director of Transportation, and Roxanne Chiamonte, Supervisor of Transportation, shared the attached visual presentation to provide an update on transportation matters, including the Chipmunk school bus tracker, current statistical data, a comparison of ridership for 2025/2026 to the two prior years (record number of students registered for transportation), and department staffing updates.

Mrs. Clark thanked Mr. Crawford for inspiring employees to do a great job. Mrs. Skipper reflected on Mr. Crawford's leadership and success in training people to multitask in various positions under challenging conditions, and she appreciated the impact of small, positive changes, encouraging board members to visit the transportation department. She is grateful for the work being done to accommodate and provide consideration for courtesy riders. Mrs. Hanson appreciated the work the department has done in finding solutions for students along CR218, a unique community with no sidewalks. Bus registration will be required every year to provide better planning, and the communication re bus registration will begin earlier and with increased frequency to promote greater awareness of the process.

[3. Student Information System Presentation](#)

 [Synergy to Focus Board Presentation.pdf](#)

Minutes:

Duane Weeks, Director of Information and Technology Services, and Davis Hass, Supervisor of Information and Technology Services, shared the attached visual presentation to provide information for the evaluation and consideration of replacing the current student

information system (Synergy) with Focus Student Information System in 2026 to benefit Clay County District Schools. Accurate reporting data, cost savings, a simpler student registration process, improved district processes, and a proposed timeline for the implementation were discussed.

Mrs. Skipper advised she has received a lot of input and requests from teachers who would like to return to Focus as the student information system (SIS). She wants to ensure that the reasons for changing are communicated to staff. Mr. Weeks advised a communications platform would be created. Mrs. Hanson advised many teachers have some familiarity and experience with Focus, which should be beneficial in the transition.

An item will be added to the agenda to move forward with Focus.

[4. Review Draft Agenda for Regular School Board Meeting on September 4, 2025](#)

 [September-4-2025-regular-school-board-meeting_agenda_packet.pdf](#)

Minutes:

Superintendent Broskie highlighted the Consent Agenda item for "School Improvement Plan Approval", indicating Clay County District Schools requires each school to develop a school improvement plan, and he commented on the school improvement walks that are completed regularly to ensure plans are implemented with fidelity based on the data analysis.

[5. *Pending Litigation Shade Meeting \(closed to the public\)*](#)

Minutes:

This item was addressed following the conclusion of Board Member Comments and after a recess was taken at 10:40 a.m. **This portion of the meeting was closed to the public (10:41 a.m. - 11:13 p.m.).**

[6. *Safety and Security Shade Meeting \(closed to public\)*](#)

Minutes:

This item was addressed following the conclusion of the Pending Litigation Shade Meeting. **This portion of the meeting was closed to the public (11:15 a.m. - 12:26 p.m.).**

[7. *Executive Session \(closed to the public\)*](#)

Minutes:

This item was addressed following the conclusion of the Safety and Security Shade Meeting. **This portion of the meeting was closed to the public (1:05 p.m. - 1:35 p.m.).**

Questions from the Audience (None)

Superintendent Comments (None)

School Board Attorney Comments (None)

School Board Comments

[8. School Board Member Comments](#)

Minutes:

Mr. Alvero voiced concerns from parents re the way the distance is measured in determining transportation eligibility and requested consideration for getting students on buses with a review of safe walking conditions. Mrs. Skipper advised transportation is currently reviewing options, including how they are measuring, and the district will be speaking with the Board of County Commissioners and Clay County Sheriff's Office on transportation as they continue to reassess.

Mrs. Hanson has received constituent concerns re SB Policy 2411 School Counseling. There is a portion of the policy that references responsive mental health counseling services which appears to relate to short-term support to students experiencing issues that disrupt the learning environment and their well-being. The concern of the group of people with whom she spoke relates to parental permission. Mr. Broskie advised that the language Neola patterned in their policy comes directly from the State Board of Education rule that is cited within the policy and parental rights protocols would also be followed. Mrs. Gilhousen advised that school counseling services are responsive and short-term.

Erin Colon, School Counseling Specialist, advised that the role of a school counselor differs somewhat from the role of a mental health counselor. The variety of school counselor services relate to responding to needs in the moment. She supports the parents' right to be the guiding voice in their children's lives and advised that conversations with students are shared with parents, usually through a follow-up phone call and also through the SIS if there is a concern or disruption to the student's learning. Mrs. Hanson

confirmed that guidance and protocols are objective and district specialists are also available. Revisions to amend policy 2411 School Counseling include the addition of two statutory citations and are included on the September agenda.

Mrs. Skipper requested consensus to have a policy letter created by the school board attorney to clear up some of the guidelines for booster clubs re fundraising. John Steinmetz, School Board Attorney, noted that the majority of fundraising guidelines pertain to bingo and raffles. There are small distinctions between the two and there is a purpose requirement. He will get a policy letter out to the board and superintendent for clarification of rules, and Mr. Broskie may disseminate the letter to principals and athletic directors.

Mrs. Hanson noted that the Oakleaf Junior High building project came in under budget and inquired about what happens concerning the bond in those situations. Bryce Ellis, Assistant Superintendent of Operations, advised that those funds are paid back to the bond to reduce the expenditure.

Adjournment (1:35 p.m.)

Superintendent of Schools

School Board Chair

DRAFT



School Board of Clay County

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

September 4, 2025 - Regular School Board Meeting

Date: Sep 04 2025 (6:00 p.m.)

Student Showcase (Fleming Island High School, Benjamin Norman, Choir Teacher)

Invocation (Pastor Mason Dorsey, Trinity Community Church, Fleming Island)

Pledge of Allegiance

Call to Order (Present: Erin Skipper, District 1; Robert Alvero, District 2, Beth Clark, District 3; Michele Hanson, District 4; Superintendent David Broskie; Not present: Ashley Gilhousen, District 5)

Recognitions and Awards (None)

Presenters

1. Florida Safe School Assessment Tool Findings

Minutes:

Matthew Boyack, Director of Safety and Security, reported on the School Security Risk Assessments (SSRA), completed in accordance with Florida State Statute 1006.1493. Districts must ensure that SSRAs are submitted to the Florida Department of Education's Office of Safe Schools through the Florida Safe School Assessment Tool by October 1st of each year.

On August 26th, Mr. Boyack provided recommendations to the superintendent and the school board in a closed session which identified strategies and activities the school board should implement in order to address the findings and improve school safety and security in Clay County District Schools.

Mr. Boyack's purpose of speaking was twofold. One, to notify the public, superintendent, and school board that all School Security Risk Assessments have been completed and will be submitted to the state before the October 1st deadline. Second, to report back last year's Office of Safe School visit totals and the total number of visits with no deficiencies. CCDS had 24 visits from OSS auditors last year and 20 of those visits were perfect with no deficiencies. This resulted in an 83.3% pass rate for the 24-25 school year.

Mr. Boyack appreciated each school's administrative staff for their thorough and diligent efforts through the process. He also thanked the school board and superintendent for their insight, guidance, and support through this process, indicating that student safety is the number one priority in Clay County District Schools.

School Showcase (Fleming Island High School, Principal Thomas Pittman)

Presentations from the Audience (Public Comment on Specific Agenda Items) (None)

Discussion Agenda

Human Resources

2. D1 - Human Resources Special Action A

Minutes:

There was no Human Resources Special Action A.

3. D2 - Human Resources Special Action B

Minutes:

There was no Human Resources Special Action B.

Consent Agenda

Superintendent

4. C1 - Minutes of School Board Special Meeting on July 22, 2025; Workshop on July 29, 2025; Special Meeting on July 29, 2025; and Regular Meeting on August 7, 2025

🔗 [2025 Jul 22 Special Meeting.pdf](#)

🔗 [2025 Jul 29 Workshop.pdf](#)

🔗 [2025 Jul 29 Special Meeting.pdf](#)

🔗 [2025 Aug 7 Regular Mtg.pdf](#)

School Board Member

5. C2 - Approval to Advertise and Notice of Public Hearing to Revise School Board Policy 2411 School Counseling

🔗 [2411 School Counseling_proposed revisions.pdf](#)

🔗 [Legal Adv Notice of PH for Revisions to SB Policy 2411 School Counseling.pdf](#)

Information Technology Services

6. C3 - Purchase of Focus Student Information System (SIS)

🔗 [Clay Proposal_Focus.pdf](#)

Human Resources

7. C4 - Personnel Consent Agenda

🔗 [Personnel Consent Agenda 09-04-2025.pdf](#)

Instruction-Academic Services

8. C5 - Required Revisions - 2025-2026 Comprehensive Evidence-Based Reading Plan (CERP)

🔗 [25_26_CERP_APPROVED JUNE_2025.pdf](#)

🔗 [REVISED_2025_2026 CERP_AUG.pdf](#)

9. C6 - Interlocal Agreement Between The School Board of Clay County, Florida and Eagle Harbor Association Regarding Usage of District Recreational Facilities.

🔗 [Interlocal Agreement FIHS Swim \(2025\) - EAGLE HARBOR.docx - Google Docs.docx - Google Docs.pdf](#)

🔗 [Eagle Harbor Community Interlocal Agreement with FIHS Swim Team- Fully Executed.pdf](#)

10. C7 - School Improvement Plan Approval

🔗 [School Improvement Plans 2025-2026.pdf](#)

Instruction-K-12 Academic

11. C8 - K-12 Academic Services Out of State and Overnight Student Travel

🔗 [September 2025 Student Travel.pdf](#)

Instruction-Professional Development

12. C9 - Affiliation Agreement between Clay County District Schools and St. Leo University.

🔗 [250210 St Leo.pdf](#)

13. C10 - Affiliation Agreement between Clay County District Schools and Florida State College of Jacksonville (FSCJ).

🔗 [260001 FSCJ Clinical Exp Early Childhood Prog Agreement 7.8.2025.pdf](#)

14. C11 - Affiliation Agreement between Clay County District Schools and St. Johns River State College.

🔗 [260008 SJR State Student Teaching Affiliation Agreement.pdf](#)

[!\[\]\(082f818d99f166a3ba574d9284d73064_img.jpg\) Executed 260008 SJR State Student Teaching Affiliation Agreement.pdf](#)

15. C12 - 2025-2026 Uniform Statewide Assessment Calendar

[!\[\]\(34b4f260a8587d2e97eeaee361cc357b_img.jpg\) 2025-2026 District Assessment Information.pdf](#)

[!\[\]\(3d8c13c92b853674f749aac6fa869926_img.jpg\) K12UniformAssessmentCalendar2526 July 2025.pdf](#)

Instruction-Climate and Culture

16. C13 - Proclamation for September National Attendance Awareness Month

[!\[\]\(fa6f3af6bfa46c5d4a2d362681095beb_img.jpg\) Proclamation of September 2025 as Attendance Awareness Month in Clay County District Schools.pdf](#)

IN-SEDNET

17. C14 - RATIFY 260017 LUTHERAN SERVICES FLORIDA (LSF HEALTH SYSTEMS) CONTRACT

[!\[\]\(f95dab70c751fda7d824b8b03650f7aa_img.jpg\) NewContract SED-FL023 070125.pdf](#)

[!\[\]\(e1c624d4757f08486e89482c18364c17_img.jpg\) 260017 Approved Contract Review Form_Lutheran Services Florida_SEDNET.pdf](#)

Business Affairs

18. C15 - Proposed Allocation Changes for 2025-2026

[!\[\]\(e9474ce1d70442456f8fe9c393ea149c_img.jpg\) 09.04.25 - 25-26 Allocation Summary.pdf](#)

Business Affairs-Property

19. C16 - Deletion of Certain Items Report - August, 2025

[!\[\]\(4146d17f71dced09c6ad789cacceaa6d_img.jpg\) DELETION REPORT AUGUST, 2025.pdf](#)

[!\[\]\(9db214d549b9aeebe72aa11d3a5c4b1a_img.jpg\) DELETION ANALYSIS August 2025-2026.pdf.pdf](#)

Business Affairs-Purchasing

20. C17 - Contract Renewal - County-Wide Professional Mechanical/Electrical Engineering Services Architect/Engineer Agreement

21. C18 - BID Renewal

Operations-Facilities

22. C19 - Supplemental Spot Survey to the Current Educational Plant Survey to Finalize Moving All or a Portion of Sixth Grade Students from Ten Elementary Schools to Two Junior High Schools

[!\[\]\(98e0dd3c5f32ab687ab08e39ab3c4a93_img.jpg\) Spot Survey 7.4 Recommendations.pdf](#)

23. C20 - Prequalification of Contractors

[!\[\]\(aa01ebfc70be4fd3093ce28c2f248648_img.jpg\) Table for Board Backup Contractor Prequal, 9.4.2025.pdf](#)

24. C21 - Change Order #3 (Direct Purchasing) for Lake Asbury Junior High School Classroom Addition

[!\[\]\(ade431365d5a245a24c736a8cc4219e3_img.jpg\) Change Order #3 \(Direct Purchasing\) Lake Asbury Junior High School Classroom Addition](#)

25. C22 - Change Order #2 (Days Only) for Oakleaf Village Elementary School Fire Alarm Repair/Replacement

[!\[\]\(1f07ca0166c20613cbdc4e6e7b561b81_img.jpg\) Change Order #2 OVE Fire Alarm Repair Replacement](#)

26. C23 - Change Order #2 (Days Only) for Tynes Elementary School Fire Alarm Repair/Replacement

[!\[\]\(d1e354b20d5da71167901f383c85cd29_img.jpg\) Change Order #2 TES Fire Alarm Repair Replacement](#)

27. C24 - Change Order #2 (Days Only) for Plantation Oaks Elementary School Fire Alarm Repair/Replacement

[!\[\]\(d263f802ae23f8b3c5f2dfdf39bbec6a_img.jpg\) Change Order #2 POE Fire Alarm Repair Replacement](#)

28. C25 - Thunderbolt Elementary School HVAC Repair/Replacement Contract Award

[!\[\]\(44520364e8864bead6d6828e9db2aebc_img.jpg\) TBE HVAC Repair Replacement Contract](#)

[!\[\]\(a1e190900a54bcbc7b01166599c74106_img.jpg\) TBE HVAC Repair Replacement Contract Cont.](#)

Adoption of Consent Agenda

[29. Adoption of Consent Agenda](#)

Motion

Motion to Approve Consent Agenda

Vote Results (Approved)

Motion: Michele Hanson

Second: Robert Alvero

Ashley Gilhousen

- Not Present

Beth Clark

- Aye

Michele Hanson

- Aye

Erin Skipper

- Aye

Robert Alvero

- Aye

Presentations from the Audience (Public Comment on Non-Specific Agenda Items)

[30. Public Comment \(Non-Specific Agenda Items\)](#)

Minutes:

Public speakers addressing non-specific agenda items:

- Bruce Friedman
- Sheila Torres
- Adam Warren
- Kelly Stoudnouer
- Major Matt Weber
- Sara Harrison
- Ka'wanna Hawthorne

CCEA Update (Victoria Kidwell)

CESPA Update (None)

Superintendent's Update and Presentations

[31. Superintendent's Update](#)

Minutes:

Superintendent Broskie shared the attached presentation highlighting the following:

- The Beginning of the 2025-2026 School Year Has Begun
- College and Career Night
- Special Programs in September
- FAST Testing
- Schools of the Month Nominations Open

Mr. Broskie also provided updates to address the concerns of public speakers regarding vendors, transportation, and teachers' salaries.

School Board Attorney Remarks (None)

[32. School Board Attorney Comments](#)

School Board Member Remarks

[33. School Board Member Comments](#)

Minutes:

Mr. Alvero advised that he supports using funds from the one mill, if supported by the citizens of Clay County, to increase teacher pay and fix transportation issues.

Mrs. Clark attended the annual Clay County Farm Bureau event and celebrated FFA's generosity in providing scholarships for students made possible by the fundraising sales that generated \$7,400. She also noted funds raised through auction items that go towards pantries at schools for students who need assistance. She noted proposed legislation (SB 2510 and HB 5101) that would have cut funding for programs such as CTE, AICE, IB, and Dual Enrollment. She appreciated the hard work of Senator Jennifer

Bradley that prevented those cuts from happening, noting that such funds had not been misused in Clay County. She also appreciated the new wings constructed at Oakleaf Junior High and Lake Asbury Junior High, which help the board achieve its goal of fewer portables.

Mrs. Hanson noted new software technology (Rooms/Aptegy and Chipmunk) and the difficulty of new implementation. She believes Rooms will result in being a timesaver and a communication trophy and encouraged patience through the newness of the process. She spoke of the enormous impact and responsibility that the board holds to teachers, students, and safety, noting improvements in both compensation and safety and the work that still needs to be done. She advised the past three years have brought forward all funding possible for salaries and that the board is doing its best for all in the educational community. She had a lengthy conversation with Senator Bradley about master teacher pay and will continue to speak with passion to those who can facilitate change.

Mrs. Skipper has spoken with the legislative delegation about CTE and other programs, and she advised that both Senator Bradley and Representative Garrison have combatted the funding issues very well, making a positive and impactful difference in Clay County. She visited Middleburg High and appreciated the changes made that will make a big impact on trades within the community. She mentioned the many changes being made by the board and requested patience through the inevitable bumps associated with change. She advised Focus (student information system) is coming back and Aptegy is serving as a "one-stop shop" for communication. She regretted the unwelcome budgetary changes that needed to occur to avert a larger crisis, and noted that teacher pay is a priority of the board, which has been proven by the historical payouts over the past three years. Creative ways for schools to fundraise are being evaluated. She advised board members are very involved and trying actively to do their part to help teachers.

Adjournment (7:19 p.m.)

Superintendent of Schools

School Board Chair

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C2 - Approval to Advertise and Notice of Public Hearing to Adopt School Board Policies and Bylaws

DRAFT

Description

School board policies outline rules to ensure the efficient operation of the school district, providing the framework to support educational programs, school finance, staff recruitment, administration of student services, employee-related rules, and the construction and maintenance of facilities.

The proposed policies are intended to update and ensure alignment of school board policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations. The Board is authorized to adopt and rescind policies under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

These updates are the result of legislation enacted during the 2025 Florida Legislative session, Florida Department of Education guidance, State Board of Education rulemaking activities, and a review of Federal and State Law, the Florida Administrative Code, other regulations by Federal and State agencies, applicable court decisions, and Attorney General's opinions.

Proposed Revisions to School Board Policies

0124	Standards of Ethical Conduct
0131	Legislative/Polymaking
0131.1	Technical Corrections
1120	Employment of Administrators
1121.01	Background Screening and Employment History Checks
1139	Educator Misconduct
1210	Standards of Ethical Conduct
1213	Student Supervision and Welfare
1242	Professional Learning
1410	Administrative Salary
2260	Nondiscrimination and Access to Equal Educational Community
2410	School Health Services
2421	Career and Technical Education
2431	Interscholastic Activities
2431.01	Participation by Transfer Students
2431.06	Name, Image, and Likeness(NIL) in Athletics
3120	Employment of Instructional Staff
3121.01	Background Screening and Employment History Checks
3130	Appointment and Assignment of Instructional Staff
3139	Educator Misconduct
3210	Standards of Ethical Conduct
3213	Student Supervision and Welfare
3242	Professional Learning
4120	Employment of Support Staff
4121.01	Background Screening and Employment History Checks
4210	Standards of Ethical Conduct
4213	Student Supervision and Welfare
5200	Attendance
5223	Absences for Religious Instruction
5330.01	Self-Administered Medication and Epinephrine Use
5410.01	Promotion, Acceleration, Placement, and Retention
5460	Graduation Requirements
5500	Student Conduct
5514	Use of Personal Transportation Devices
5530	Drug Prevention
5600	Student Discipline
5630	Corporal Punishment and Use of Reasonable Force and Restraint
5780	Student/Parent Rights
6661	Instructional Materials Allocation
7540.02	Web Content, Apps, and Services

7544	Use of Social Media
8407	Safe-School Officers
8420	Emergency Management, Emergency Preparedness, and Emergency Response Agencies
8452	Automated External Defibrillators (AED)
8462	Student Abuse, Abandonment, and Neglect
8470	Community Notification of Registered Sexual Predators/Sex Offenders
8475	Criminal Background Screening for Contractor Access
8800	Religious and Other Ceremonies and Observances
9200	Volunteers
9800	Charter Schools

Gap Analysis

All board policies are reviewed periodically to ensure they are up to date and compliant with current applicable laws and regulations.

Previous Outcomes

Revisions to board policies have been adopted by the Board as needed and/or required in the past.

Expected Outcomes

The proposed board policies will be adopted by the Board and implemented appropriately.

Strategic Plan Goal

Goal 1: Student Success

Goal 2: Talent Recruitment, Development, and Retention

Goal 3: Family and Community Engagement

Goal 4: Safe and Positive Learning Environment

Goal 5: Fiscal and Operational Efficiency

Recommendation

It is recommended that the board approve the advertisement of the intent to adopt proposed revisions to policies following a public hearing scheduled for November 6, 2025.

Contact

Erin Skipper, Board Chair, erin.skipper@myoneclay.net

Jeremiah Blocker, School Board Attorney, jeremiah.blocker@myoneclay.net

Financial Impact

Review Comments

Attachments

☉ [Legal Adv Notice of PH for Revisions to SB Policies and Bylaws.pdf](#)

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO
APPROVE REVISIONS TO
SCHOOL BOARD POLICIES AND BYLAWS**

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approves the advertisement of revisions to School Board Policies and Bylaws.

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 School Board Policies and Bylaws is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - October 2, 2025. 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 modifications to School Board Policies and Bylaws under sections 120.54, 120.81, 1001.32, 1001.41, and 1001.43 of the Florida Statutes.

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

No statement or estimated regulatory costs has been prepared. Any person who wishes to provide information regarding the statement of estimated regulatory costs, or to provide a proposal for a lower regulatory alternative, must do so in writing within 21 days of this notice.

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

Public Hearing: The Board intends to formally adopt revisions to School Board Policies and Bylaws following a public hearing. ***The public hearing shall be held on Thursday, November 6, 2025***, during the course of a Special Board meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C3 - Personnel Consent Agenda

Description

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

Gap Analysis

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

Previous Outcomes

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

Expected Outcomes

Approval of the Personnel Consent Agenda.

Strategic Plan Goal

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

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

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

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

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

Recommendation

To approve the Personnel Consent Agenda.

Contact

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

Financial Impact

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

Review Comments

Attachments

📎 [Personnel Consent Agenda 10-02-2025.pdf](#)

**DIVISION OF HUMAN RESOURCES
PERSONNEL CONSENT AGENDA**

**October 2, 2025
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I. Administrative Actions

A. APPOINTMENT

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

B. RE-APPOINTMENT

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

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

I. Administrative Actions

D. TRANSFER

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

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

Name/Assignment	Site	Effective/Action
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DRAFT

I. Administrative Actions

F. SUPPLEMENT

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

I. Administrative Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
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DRAFT

I. Administrative Actions

B. RE-APPOINTMENT

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

I. Administrative Actions

C. RE-DESIGNATION

Name/Assignment	Site	Previous Assignments
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DRAFT

I. Administrative Actions

D. TRANSFER

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

I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

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

I. Administrative Actions

F. SUPPLEMENT

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

A. APPOINTMENT

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

III. Instructional Actions

B. RE-APPOINTMENT

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

III. Instructional Actions

C. RE-DESIGNATION

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

III. Instructional Actions

D. TRANSFER

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

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

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

III. Instructional Actions

F. SUPPLEMENT

Name/Assignment	Site	Supplement Action
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DRAFT

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

DRAFT

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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DRAFT

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	BEAUCHAMP, DARCY MATTHEW FIH TEACHER, ROTC/MILITARY SH 11 MONTH	Fleming Island High School	Effective 2025-09-05 11 MONTH / Instructional Probationary Annual
	BLAKEMORE, TANYA LIANE RVE VE SELF-CONTAINED-IND 10 MONTH	Ridgeview Elementary	Effective 2025-09-02 10 MONTH / Instructional Probationary Annual
	BOROWS, ROBERT DANIEL AES TEACHER, SC, SECOND GR 10 MONTH	Argyle Elementary	Effective 2025-09-11 10 MONTH / Instructional Probationary Annual
0.4	HENDERSON, LINDSAY K WEC TEACHER, TITLE I, ELEM SPECIAL	W.E. Cherry Elementary	Effective 2025-09-09 SPECIAL / Instructional Probationary Annual
	LAEZZA, NICOLE ELIZABETH MRE TEACHER, SC, SIXTH GR 10 MONTH	Mcrae Elementary	Effective 2025-09-05 10 MONTH / Instructional Probationary Annual
	NEWMAN, KRISTEN KELSAY SBJ TEACHER, SC, FIFTH GR 10 MONTH	S. Bryan Jennings Elementary	Effective 2025-09-03 10 MONTH / Instructional Probationary Annual
	SHUMWAY-KING, TAMI JO OVE MEDIA SPECIALIST, ELEM 10 MONTH	Oakleaf Village Elementary	Effective 2025-09-02 10 MONTH / Instructional Probationary Annual
	WILKERSON, ROBIN RAE KHH TEACHER, SUPP FACIL 10 MONTH	Keystone Heights High School	Effective 2025-09-08 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

B. RE-APPOINTMENT

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

C. RE-DESIGNATION

Name/Assignment	Site	Effective/Action
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III. Instructional Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
COSTON, BRETT MATTHEW SPS TEACHER SP DE PE 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	EFFECTIVE 08/04/2025 / TRANSFER FROM RVE TEACHER, SP DE PE / 10 MONTH
CRUZEN, CORY MICHAEL FIE TEACHER, PRE-KDG/ASD ESE 10 MONTH	Thunderbolt Elementary	Effective 2025-09-15 /transfer from / TBE VE SELF- CONTAINED-IND
PETERSON, CHRISTOPHER RYAN OHS TEACHER, SP DE PE 10 MONTH	Oakleaf High School	EFFECTIVE 08/04/2025 / TRANSFER FROM LAE TEACHER, SP DE PE/ 10 MONTH
REHMAN, JUDY REBECCA GCJ TEACHER, SUPP FACIL 10 MONTH	Green Cove Springs Junior High	Effective 2025-09-15 /transfer from / ELL SUPPORT FACILITATOR
THOMAS, JESSICA LEIGH KHH TEACHER, SP DE PE 10 MONTH	Keystone Heights High School	EFFECTIVE 08/04/2025 / TRANSFER FROM CHS TEACHER, SP DE PE / 10 MONTH

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
FIELD, ERICA CONDON OHS TEACHER, READING, SH 10 MONTH	Oakleaf High School	Effective 2025-08-27 RESIGNATION
MOORE, SHARON HOWARD RHS TEACHER, SOC STUD, SH 10 MONTH	Ridgeview High School	Effective 2025-09-25 RESIGNATION
RANNEY, STEPHANIE LEE CEB TEACHER, SC, FIFTH GR 10 MONTH	Charles E. Bennett Elementary	Effective 2025-09-19 RESIGNATION
REILLY, SUSAN HARRIS FIH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Fleming Island High School	Effective 2025-09-08 RETIREMENT
SCANTLING, BRITTNEY LEHELEN CHS TEACHER, MATHEMATICS, SR 10 MONTH	Clay High	Effective 2025-09-19 RESIGNATION
SHUMWAY-KING, TAMI JO OVE MEDIA TECHNICAL ASST 10 MONTH	Oakleaf Village Elementary	Effective 2025-09-01 RESIGNATION
WANAMAKER, KATHRYN ELISE STS SCHOOL SOCIAL WORKER 10 MONTH	CLIMATE AND CULTURE	Effective 2025-09-15 RESIGNATION

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	AGBOGLO, WILFRIED JOSE KOKOU OHS SOCCER HEAD SH SUPPLEME	Oakleaf High School	Appointment
	BOWLES, CATHARINE REBECCA OPH SOCCER HEAD SH SUPPLEME	Orange Park High	Appointment
0.5	BRANT, DISHAN TALISHIA OPH BASKETBALL ASST SH SUPPLEME	Orange Park High	Appointment
0.5	BROCK, DANA LYNN CHS NATONA HONOR SOCIETY SUPPLEME	Clay High	Appointment
0.5	BUCK, ALEXANDER JOHN FIH DRILL SPONSOR SH SUPPLEME	Fleming Island High School	Appointment
0.5	BUCK, ALEXANDER JOHN FIH FLAG CORPS SUPPLEME	Fleming Island High School	Appointment
	BURGETT, CHRISTINA D DEPT HEAD RESOURCE SUPPLEME	Rideout Elementary	Appointment
	BURLEY, ALLISON CLAIRE OHS SOPHMORE CLASS SPON SUPPLEME	Orange Park High	Resignation
0.3	BURRAN, STEPHANIE MARIE WEC DEPT HEAD 17-20 SUPPLEME	W.E. Cherry Elementary	Appointment
	CALLOWAY, RYAN DAMONT OPH SOFTBALL FP HD JV SUPPLEME	Orange Park High	Appointment
0.6	CAMERON, MEGAN MICHELLE MHS BASKETBALL ASST SH SUPPLEME	Middleburg High	Appointment
	CANNEGIETER, CELESTE E MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	CONKLING, SCOTT DAVID OPH VOLLEYBALL HD SH SUPPLEME	Orange Park High	Appointment
	CONLEY, JOHN C OPH BASKETBALL ASST SH SUPPLEME	Orange Park High	Appointment
	DANIELS, JUSTIN LEE OPH TENNIS HD SH SUPPLEME	Orange Park High	Appointment
	DEHART, TYLER SCOTT OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	DEHART, TYLER SCOTT OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
	DEHART, TYLER SCOTT OPH WRESTLING HD SH	Orange Park High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	DEVINE, ARIEL P OPH CHEERLEADING JV SUPPLEME	Exceptional Student Education	Appointment
0.5	DOUGHERTY, LEE ANNE OPE DEPT HD (3-5) SUPPLEME	Orange Park Elementary	Appointment
0.5	DUNN, KAITLYN RUTH OPE DEPT HD (3-5) SUPPLEME	Orange Park Elementary	Appointment
	ELDREDGE, GEORGE ALLEN OPH BASEBALL HEAD SH SUPPLEME	Orange Park High	Appointment
0.5	ETCHER, KATELYN MICHELE MBE ESE INTERVENTION FAC. SUPPLEME	Middleburg Elementary	Appointment
0.5	FITZGERALD, MARIE MERCKEL FIH DEPT HEAD (11-16) SUPPLEME	Fleming Island High School	Appointment
	GANN, CARLIE ISABEL MCE ELEM PERF/PROD SUPPLEME	Montclair Elementary	Appointment
	GARLAND JR, TOMMY L OPJ FOOTBALL ASST JH 25% SUPPLEME	Orange Park Jr High	Appointment
	GARLAND JR, TOMMY L OPJ FOOTBALL ASST JH 75% SUPPLEME	Orange Park Jr High	Appointment
0.1	GERDS, LAURA ELIZABETH CVA (.128) SIXTH PERIOD SUPPLEME	Clay Virtual Academy	Appointment
	GODDARD, CHRISTOPHER DANIEL OPJ TRACK ASST JH SUPPLEME	Orange Park Jr High	Appointment
	GOODYEAR, RACHEL LYN MCE SAFETY PATROL SUPPLEME	Montclair Elementary	Appointment
0.5	GRULLON, DAVID ANTONIO FIH DRILL SPONSOR SH SUPPLEME	Fleming Island High School	Appointment
0.5	GRULLON, DAVID ANTONIO FIH FLAG CORPS SUPPLEME	Fleming Island High School	Appointment
	HARTSHORN, BRENDA J MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	HARTWELL, RHETT AUSTIN OPH SWIMMING HD SH SUPPLEME	Orange Park High	Appointment
0.5	HORN, SUSAN W CHS NATIONA HONOR SOCIETY SUPPLEME	Clay High	Appointment
	HYDER, MICHAEL DOMINIC OPH FOOTBALL ASST HS 25%	Orange Park High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	HYDER, MICHAEL DOMINIC OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
	JOHNSON, SUSAN ANDRA OPH SWIMMING HD SH SUPPLEME	Orange Park High	Appointment
0.5	JONES, ASHLEY NICOLE MBE ESE INTERVENTION FAC. SUPPLEME	Middleburg Elementary	Appointment
	JONES, JORDAN OPH WRESTLING ASST SH SUPPLEME	Orange Park High	Appointment
0.5	KENDRICK, JULIE ANNE FIH DEPT HEAD (11-16) SUPPLEME	Fleming Island High School	Appointment
	KURNITSKY, DEREK LANE OPH BASKETBALL HD SH SUPPLEME	Orange Park High	Appointment
	LAPOINTE, JENNIFER RUSSELL CHS CHEERLEADING JV SUPPLEME	Clay High	Appointment
0.4	LASSITER, RENARDO DEVON MHS BASKETBALL ASST SH SUPPLEME	Middleburg High	Appointment
0.5	LIBRETTO, LARA LEE TBE DEPT HD (3-5) SUPPLEME	Thunderbolt Elementary	Resignation
	LOWERY, IVY MARIE OPH CHEERLEADING VARSITY SUPPLEME	Orange Park High	Appointment
	MARTIN, CRAIG EDWARD OPH CROSS COUNTRY HD SH SUPPLEME	Orange Park High	Appointment
	MARTIN, CRAIG EDWARD OPH TRACK HD SH SUPPLEME	Orange Park High	Appointment
0.5	MILLER, EMILY THOMAS TBE DEPT HD (3-5) SUPPLEME	Thunderbolt Elementary	Appointment
0.1	MILLER, JOEL A OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
0.3	MINZENMAYER, EMILY LYNN WEC DEPT HEAD 17-20 SUPPLEME	W.E. Cherry Elementary	Appointment
	MOORE II, GARY A OPH BASEBALL ASST SH SUPPLEME	Orange Park High	Appointment
	MOORE, SHARON HOWARD RHS DEPT HEAD (6-10) SUPPLEME	Ridgeview High School	Resignation
	NESMITH, MICHAEL BRANDON OPH BASKETBALL HD SH SUPPLEME	Orange Park High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	OLIVER II, GLEN JOSEPH MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
0.9	PARKER, ASHLEY MARIE SLE DEPT HD (3-5) SUPPLEME	Shadowlawn Elementary	Appointment
	PARKER, CHAD JOSEPH OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	PARKER, CHAD JOSEPH OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
	PHILLIPS, JULIE DENISE MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
0.5	POWELL, ARINTON D OPH BASKETBALL ASST SH SUPPLEME	Lakeside Elementary	Appointment
	PUGH, MELISSA ANN MCE ESE INTERVENTION FAC. SUPPLEME	Montclair Elementary	Appointment
	RANDOLPH, SVETLANA M MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	REHMAN, JUDY REBECCA ESOL SUPPORT FACILITATOR SUPPLEME	Green Cove Springs Junior High	Resignation
	RIVERS, LESSIE LUEVONIA OPJ CO-CURR CLUB SUPPLEME	Orange Park Jr High	Resignation
0.1	SGRO, DENNIS NATHAN CHS (.128) SIXTH PERIOD SUPPLEME	Clay High	Appointment
	SMITH, HANNAH MARIE OPH VOLLEYBALL ASST SH SUPPLEME	Orange Park High	Appointment
	SNYDER, HEATHER K INST APPLICATION FACILITATOR SUPPLEME	Montclair Elementary	Appointment
0.1	STUDER, LAUREN DEGRYSE SLE DEPT HD (3-5) SUPPLEME	Shadowlawn Elementary	Appointment
	TAYLOR, LEE C OPH SOFTBALL FP HD SH SUPPLEME	Orange Park High	Appointment
	THOMAS, SCOTT EMORY OPH GOLF HD SH SUPPLEME	Career And Technical Education	Appointment
	THOMPSON, LYNDA ROUNTREE MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	TIPTON, TRAVIS ANTHONY WJH SOCCER HEAD JH SUPPLEME	Wilkinson Jr High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	TISON, MELISSA E DEPT HEAD RESOURCE SUPPLEME	Montclair Elementary	Appointment
0.1	TODD, TROY SPENCER FIH (.128) SIXTH PERIOD SUPPLEME	Fleming Island High School	Appointment
	TOMAZINIS, CAITLYN ASHLEY MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	URBANO, SARA E RVE DISCRETIONARY SUPPLEME	Ridgeview Elementary	Appointment
	VALERO, GARY B OPH SOCCER HEAD JV SUPPLEME	S. Bryan Jennings Elementary	Appointment
	WILLIAMS, ROBBIN S MCE DEPT HD (3-5) SUPPLEME	Montclair Elementary	Appointment
	WILLITS, GABRIELLE KATHERINE OPH WEIGHTLIFTING HD SH SUPPLEME	Orange Park High	Appointment
	WIMBERLY, MARCUS JUANALD OPH FOOTBALL HD HS 25% SUPPLEME	Orange Park High	Appointment
	WIMBERLY, MARCUS JUANALD OPH FOOTBALL HD SH 75% SUPPLEME	Orange Park High	Appointment
	WIMBERLY, MARCUS JUANALD OPH WEIGHTLIFTING HD SH SUPPLEME	Orange Park High	Appointment
0.3	WINSLOW, KELLI ELIZABETH WEC DEPT HEAD 17-20 SUPPLEME	W.E. Cherry Elementary	Appointment
	WRIGHT, STEVEN ALEXANDER OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	WRIGHT, STEVEN ALEXANDER OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
	YARLEY, KAREN M OHS SOPHMORE CLASS SPON SUPPLEME	Oakleaf High School	Appointment

III. INSTRUCTIONAL ACTIONS 2025-2026

G. PENDING APPOINTMENTS

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

DRAFT

III. INSTRUCTIONAL ACTIONS 2025-2026

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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DRAFT

A. SUMMER SCHOOL

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

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2024-2025

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2024-2025

C. ADULT EDUCATION

Appointments

NONE

DRAFT

A. SUMMER SCHOOL

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

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2025-2026

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2025-2026

C. ADULT EDUCATION

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2024-2025

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2025-2026

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

VI. Support Actions

A. APPOINTMENT

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

VI. Support Actions

B. RE-APPOINTMENT

Name/Assignment	Site	
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DRAFT

VI. Support Actions

C. RE-DESIGNATION

Name/Assignment	Site	
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DRAFT

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>	<u>Effective/Action</u>
	CALDWELL, ALICIAN MICHELLE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-05-30 CONCLUDE EMPLOYMENT
	CARABALLO, PRISCILLA TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2025-05-30 CONCLUDE EMPLOYMENT
0.9	DAVIS, TRENTIN O RHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2025-05-30 RESIGNATION
0.9	DEUSCHLE, KEELY GCJ BEHAVIORAL HEALTH ASST 9 MON SU	Green Cove Springs Junior High	Effective 2025-05-22 CONCLUDE EMPLOYMENT
	DUDLEY, STEPHANO DESHAUN TRN BUS DRIVER LNG TRM	Transportation	Effective 2025-05-30 CONCLUDE EMPLOYMENT
	HERNANDEZ TORRES, LORENA OVE CAFE ASSISTANT 6.75 HOURS 9 MON SU	Coppergate Elementary	Effective 2025-05-30 RESIGNATION
	HOOKS, FELICIA ANN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2025-05-30 CONCLUDE EMPLOYMENT
	MEDINA, ANA MERCEDES TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2025-05-30 CONCLUDE EMPLOYMENT
0.9	PERKINS, SHELBY LOUISE LAJ GENERAL HEALTH ASSISTA 9 MON SU	Lake Asbury Junior High School	Effective 2025-05-30 CONCLUDE EMPLOYMENT
0.8	RODRIGUEZ, MARIA M CHS ESOL CLASSROOM ASSISTANT 9 MON SU	Clay High	Effective 2025-05-30 RESIGNATION
	WILLIAMSON, JOANNA LOUISE GCJ CAFE ASSISTANT 7 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2025-05-29 RESIGNATION

VI. Support Actions**F. SUPPLEMENT**

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

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ABATE, MARY JOSEPHINE LJH SCHOOL SECRETARY 10 MONTH 10 MONTH	Lakeside Junior High	Effective 2025-08-18 10 MONTH / Annual
	AHMED, HEATHER HENDERSON OPJ CAFE ASSISTANT 4 HOURS 9 MON SU	Orange Park Jr High	Effective 2025-08-18 9 MON SU / Re-employed retiree, A/C support
0.8	ALBERT, KRISTIE NICOLE STS HEALTH ASSISTANT 9 MON SU	CLIMATE AND CULTURE	Effective 2025-08-14 9 MON SU / Annual
0.8	ALVES EDWARDS, GREYCIANI FERNANDA LJH ESOL CLASSROOM ASSISTANT 9 MON SU	Lakeside Junior High	Effective 2025-08-25 9 MON SU / Annual
0.9	ANDERSON, SABRINA AMBER OPJ TITLE 1 ASSISTANT 9 MON SU	Orange Park Jr High	Effective 2025-08-27 9 MON SU / Annual
	BARJON-LANE, LUNAE LEESA OPJ TESTING/ADMIN SUPPORT ASST 10 MONTH	Orange Park Jr High	Effective 2025-08-04 10 MONTH / Annual
	BARNOWSKI, ALICIA MARIE TRN PAYROLL SUPPORT ASST 12 MO SU	Transportation	Effective 2025-09-09 12 MO SU / Annual
0.9	BARRERA SLYCORD, JESSICA NICOLE SLE BEHAVIORAL HEALTH ASST 9 MON SU	Shadowlawn Elementary	Effective 2025-08-07 9 MON SU / Annual
	BARRIOS TRAVERSO, JESSMARIE GPE CAFE ASSISTANT 4.5 HOURS 9 MON SU	Grove Park Elementary	Effective 2025-08-26 9 MON SU / Annual
	BLACKBURN, LAURA MCMAHON CHS CAFE ASSISTANT 4.5 HOURS 9 MON SU	Clay High	Effective 2025-08-08 9 MON SU / Annual
0.8	BOSFORD, JESSICA OLIVIA SPC SCHOOL SECRETARY 10 MONTH 10 MONTH	Swimming Pen Creek Elem	Effective 2025-08-12 10 MONTH / Annual
0.9	BRIDGES, AARON JASON GCJ BEHAVIORAL HEALTH ASST 9 MON SU	Green Cove Springs Junior High	Effective 2025-09-05 9 MON SU / Annual
	BROWN, BRANDY RENE KHH CAFE ASSISTANT 6 HOURS 9 MON SU	Keystone Heights High School	Effective 2025-08-26 9 MON SU / Annual
0.9	BROWN, CALLEY L TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2025-08-25 9 MON SU / Annual
0.9	BRUNICK, ABIGAIL MARIE	Lakeside Elementary	Effective 2025-08-07

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	LES BEHAVIORAL HEALTH ASST 9 MON SU		9 MON SU / Annual
	BURKE, CRYSTAL GAYLE WJH SCHOOL SECRETARY 10 MONTH 10 MONTH	Wilkinson Jr High	Effective 2025-08-04 10 MONTH / Annual
	CAMPBELL, RENEE ANTENETTE GCJ REGISTERED NURSE 10 MONTH	Green Cove Springs Junior High	Effective 2025-09-05 10 MONTH / Annual
	CANALES, ALBA MARGARITA SBJ CAFE ASSISTANT 4.5 HOURS 9 MON SU	S. Bryan Jennings Elementary	Effective 2025-08-19 9 MON SU / Annual
0.8	CARRION LOPEZ, ROSE A RHS ESOL CLASSROOM ASSISTANT 9 MON SU	Ridgeview High School	Effective 2025-08-07 9 MON SU / Annual
0.9	CASH, SAMANTHA JANICE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2025-08-07 9 MON SU / Annual
	CERCY, SHELBY LYNN OPH VPK CHILD CARE LEAD ASST 10 MONTH	Orange Park High	Effective 2025-08-04 10 MONTH / Annual
	CHARLES, MARIE FIH CUSTODIAN 12 MO SU	Fleming Island High School	Effective 2025-08-12 12 MO SU / Annual
	CLARK, WAYNE J TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-09-01 TRANSPOR / Annual
0.9	COMER, MICHELE LEIGH SPS GENERAL ASSISTANT 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2025-08-07 9 MON SU / Annual
	COX, JENNIFER LEA TES PRINCIPAL SECRETARY 12 MO SU	Tynes Elementary	Effective 2025-08-12 12 MO SU / Annual
	CRUZ, TONY WEC CAFE ASSISTANT 4.5 HOURS 9 MON SU	W.E. Cherry Elementary	Effective 2025-08-08 9 MON SU / Annual
	DAVIS, JARQUES DEVON OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2025-08-12 12 MO SU / Annual
	DEGRAFF, MARCIA ISLANE KHH CAFE ASSISTANT 4.75 HOURS 9 MON SU	Keystone Heights High School	Effective 2025-08-08 9 MON SU / Annual
	E0117915 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Re-employed retiree, A/C support
	E0200545 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0203252	SAFETY AND SECURITY	Effective 2025-08-07

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	SCHOOL SAFETY OFFICER 9 MON SU		9 MON SU / Annual
	E0206746 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207186 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207187 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207188 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207189 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207190 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207191 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207194 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Re-employed retiree, A/C support
	E0207195 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207196 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-14 9 MON SU / Annual
	E0207197 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207198 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207199 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
	E0207202 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2025-08-07 9 MON SU / Annual
0.9	EASON, SABRINA MONIQUE WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	ELGOUHARY, NOUR SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2025-08-07 9 MON SU / Annual
0.9	ELLIS, KRISTA LYNN RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	Effective 2025-08-07 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	ELLISON, COREY NICHOLE DOE BEHAVIORAL HEALTH ASST 9 MON SU	Discovery Oaks Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	ELMORE, KADIN DEAUNTE RHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2025-08-08 9 MON SU / Annual
	FANFAN, FRANCIQUE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-09-01 TRANSPOR / Annual
0.9	FERRELL, KATRINA D GPE BEHAVIORAL HEALTH ASST 9 MON SU	Grove Park Elementary	Effective 2025-08-07 9 MON SU / Annual
	FINN, LEANNE CHRISTINE BAF ACCOUNTING SUPPORT ASST 12 MO SU	BAF PURCHASING	Effective 2025-08-25 12 MO SU / Annual
0.9	FRANICS, KEISHA ANN NATHANYA RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2025-08-07 9 MON SU / Annual
0.9	GAMBOA CALDERA, ANGIE L DOE BEHAVIORAL HEALTH ASST 9 MON SU	Discovery Oaks Elementary	Effective 2025-08-25 9 MON SU / Annual
	GARCIA CONEJERO, MARIA C LAJ CAFE ASSISTANT 3.75 HOURS 9 MON SU	Lake Asbury Junior High School	Effective 2025-08-19 9 MON SU / Annual
0.9	GARRISON, HAILEY NICOLE GPE BEHAVIORAL HEALTH ASST 9 MON SU	Grove Park Elementary	Effective 2025-08-28 9 MON SU / Annual
	GEE, MICHAEL VINCENT POE IN SCHOOL SUSPENSION 9 MON SU	Plantation Oaks Elementary	Effective 2025-08-07 9 MON SU / Annual
	GILBERT, JESSICA PAIGE LAJ CAFE ASSISTANT 4 HOURS 9 MON SU	Lake Asbury Junior High School	Effective 2025-08-08 9 MON SU / Annual
	GORK, MYAH RAE TES CAFE ASSISTANT 7.5 HOURS 9 MON SU	Tynes Elementary	Effective 2025-08-08 9 MON SU / Annual
	GREEN, HANK ALAN MNT HEAVY EQUIP OPERATOR 12 MO SU	Division of Support Svcs	Effective 2025-08-18 12 MO SU / Annual
0.9	GREENWOOD, CLETA BAHNEMAN SBJ BEHAVIORAL HEALTH ASST 9 MON SU	S. Bryan Jennings Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	GUZMAN, ANYSSA GRACE WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2025-08-07 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	HAAG, CRYSTAL KING OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	Effective 2025-08-13 9 MON SU / Annual
0.9	HARRIS, MEGAN NICOLE WJH GENERAL HEALTH ASSISTA 9 MON SU	Wilkinson Jr High	Effective 2025-08-07 9 MON SU / Annual
	HILL, JASON SHANNON MNT GENERAL MAINT WORKER 12 MO SU	Division of Support Svcs	Effective 2025-08-11 12 MO SU / Annual
	HOLMAN, TONI LYNN CGE CUSTODIAN 12 MO SU	Coppergate Elementary	Effective 2025-08-29 12 MO SU / Annual
0.9	IESLIN, CODY ROBERT DOE BEHAVIORAL HEALTH ASST 9 MON SU	Discovery Oaks Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	IVEY, RUSSELL JOSHUA RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2025-08-22 9 MON SU / Annual
	JACKSON JR, CHARLES MARCEL TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-09-01 TRANSPOR / Annual
0.9	JACKSON, JAZMIN CIARA WEC GENERAL ASSISTANT 9 MON SU	W.E. Cherry Elementary	Effective 2025-08-07 9 MON SU / Annual
	JACKSON, KAELIN CLEVINGER TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-07-31 TRANSPOR / Annual
0.9	JOHNSON, BRITTANY NICOLE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	JOHNSON, TOMEAKIA CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	KAPUSTA, PAUL DAVID BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2025-08-07 9 MON SU / Annual
0.9	KLIMASHEVSKA, NINA RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	Effective 2025-08-07 9 MON SU / Annual
	KNAUSS, ASHLEY ANN KHE CAFE ASSISTANT 4 HOURS 9 MON SU	Keystone Heights Elementary	Effective 2025-08-08 9 MON SU / Annual
0.9	KOOY HAROLD, KAYLYN ANN SPS BEHAVIORAL HEALTH ASST 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2025-08-07 9 MON SU / Annual
	KUNDIGER, SOMKHID SAHUNAN	Fleming Island Elementary	Effective 2025-08-14 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	FIE CAFE ASSISTANT 3.75 HOURS 9 MON SU		
	LAGUERRE, JONEL TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-09-01 TRANSPOR / Re-employed retiree, A/C support
0.9	LAYFIELD, CHLOE REBECCA BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2025-08-12 9 MON SU / Annual
	LEACH, SANDRA JEAN OPJ REGISTERED NURSE 10 MONTH	Orange Park Jr High	Effective 2025-08-04 10 MONTH / Annual
0.9	LEE, KORNEY NICOLEA OPJ TITLE 1 ASSISTANT 9 MON SU	Orange Park Jr High	Effective 2025-09-09 9 MON SU / Annual
	LIGONS, ANGELA KAY CHS CAFE ASSISTANT 5 HOURS 9 MON SU	Clay High	Effective 2025-08-21 9 MON SU / Annual
0.8	LOUIS, STACEY VANESSA OLJ ESOL CLASSROOM ASSISTANT 9 MON SU	Oakleaf Junior High School	Effective 2025-08-07 9 MON SU / Annual
0.9	MALTAGLIATI, BRIANNA MARIE SPS BEHAVIORAL HEALTH ASST 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2025-08-07 9 MON SU / Annual
	MAY, HAILEY BREANNE DOE SCHOOL SECRETARY 10 MONTH 10 MONTH	Discovery Oaks Elementary	Effective 2025-08-04 10 MONTH / Annual
0.8	MCDONALD, JONATHAN COTTRELL DOE IN SCHOOL SUSPENSION 9 MON SU	Discovery Oaks Elementary	Effective 2025-09-02 9 MON SU / Annual
	MCNEAL, JERMEASHIA ARCHELLE RHS CAFE ASSISTANT 7 HOURS 9 MON SU	Ridgeview High School	Effective 2025-09-03 9 MON SU / Annual
	MEE, MARY LEE TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2025-07-31 TRANSPOR / Annual
0.9	MENA, ERICA NICOLE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	MILLER, KELLEEN MARIE OVE GENERAL ASSISTANT 9 MON SU	Oakleaf Village Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	MILLER, TIFFANY DAWN LES BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Elementary	Effective 2025-08-20 9 MON SU / Annual
0.9	MIMOGLEADOVA, RAISA POE GENERAL ASSISTANT 9 MON SU	Plantation Oaks Elementary	Effective 2025-08-13 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	MOXLEY, DESIREE LYNN MRE CLASSROOM ASSISTANT PREK 9 MON SU	Mcrae Elementary	Effective 2025-08-07 9 MON SU / Re-employed retiree, A/C support
	NEWELL, LAURA ANN MHS CAFE ASSISTANT 4 HOURS 9 MON SU	Middleburg High	Effective 2025-08-20 9 MON SU / Annual
	NORRIS, JULIE MARIE TBE CAFE ASSISTANT 4.25 HOURS 9 MON SU	Thunderbolt Elementary	Effective 2025-08-08 9 MON SU / Annual
0.9	PADGETT, BRITTANY HIGDON ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	Effective 2025-08-07 9 MON SU / Annual
	PARKER, TONI MARIE SLE LICENSED PRAC NURSE 10 MONTH	Shadowlawn Elementary	Effective 2025-08-05 10 MONTH / Annual
	PARRISH, JORDAN DANEE KHH CAFE ASSISTANT 5.5 HOURS 9 MON SU	Keystone Heights High School	Effective 2025-08-12 9 MON SU / Annual
0.9	PARROTT, DEBORAH DENESE SPS GENERAL HEALTH ASSISTA 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2025-08-13 9 MON SU / Annual
	PATRICK, ANNE CHRISTINE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-09-01 TRANSPOR / Annual
0.9	PLESS, LILLIAM K OVE GENERAL ASSISTANT 9 MON SU	Oakleaf Village Elementary	Effective 2025-08-07 9 MON SU / Annual
0.6	RAY, SHAQUITA OSSHAUN OHS CHILD CARE ASSISTANT 9 MON SU	Oakleaf High School	Effective 2025-08-07 9 MON SU / limited
0.9	RECHTOROVIC, JON T KHH BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights High School	Effective 2025-08-07 9 MON SU / Annual
0.9	RIGGS, JESSICA LAUREN RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2025-08-07 9 MON SU / Annual
0.8	RIVERA, ANELISE JANAE DOE GENERIC CLASSROOM ASSISTAN 9 MON SU	Discovery Oaks Elementary	Effective 2025-08-07 9 MON SU / Annual
	RODRIGUEZ, NATALIE ALTAGRACIA TES BEHAVIORAL SUPPORT TECH 9 MON SU	Tynes Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	ROLLO, MICHELLE L CHS GENERAL HEALTH ASSISTA 9 MON SU	Clay High	Effective 2025-09-03 9 MON SU / Annual
	RUFO, BRIAN P	W.E. Cherry Elementary	Effective 2025-08-08

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	WEC CAFE ASSISTANT 6 HOURS 9 MON SU		9 MON SU / Annual
	SAFI, SEMIN CHS CAFE ASSISTANT 4.25 HOURS 9 MON SU	Clay High	Effective 2025-08-08 9 MON SU / Annual
0.9	SANCHEZ, KIERSTEN NICOLE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2025-08-07 9 MON SU / Annual
	SCARBROUGH, CAROLYN LAJ TESTING/ADMIN SUPPORT ASST 10 MONTH	Lake Asbury Junior High School	Effective 2025-09-08 10 MONTH / Annual
0.9	SHERARD III, RONALD EDGAR RHS GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview High School	Effective 2025-09-09 9 MON SU / Annual
	SMALLS, EARL TRN BUS DRIVER TRANSPOR	Transportation	Effective 2025-07-31 TRANSPOR / Annual
0.9	SMITH, JERRY OWEN OLJ BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Junior High School	Effective 2025-09-02 9 MON SU / Annual
0.9	SMITH, RACHEL ANN LAJ BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Junior High School	Effective 2025-08-26 9 MON SU / Annual
0.9	SMITH, ROBYN ANN LAJ COMPUTER LAB ASSISTANT 9 MON SU	Lake Asbury Junior High School	Effective 2025-08-07 9 MON SU / Annual
0.8	SOTO GIL, GLORIA OPJ ESOL CLASSROOM ASSISTANT 9 MON SU	Orange Park Jr High	Effective 2025-08-07 9 MON SU / Annual
	TANNER, DEBRA ANNETTE MBE REGISTERED NURSE 10 MONTH	Middleburg Elementary	Effective 2025-08-04 10 MONTH / Annual
	TATE, BRITTANY MARIE SPC GENERIC CLASSROOM ASSISTAN 9 MON SU	Swimming Pen Creek Elem	Effective 2025-08-20 9 MON SU / Annual
0.9	THIBODEAUX, KENNEDY MICAH MCE BEHAVIORAL HEALTH ASST 9 MON SU	Montclair Elementary	Effective 2025-08-26 9 MON SU / Annual
0.8	THORNTON, AMBER NICOLE KHE TITLE I ASSISTANT 9 MON SU	Keystone Heights Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	TOLBERT, SHEILA COUNCIL RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	Effective 2025-08-07 9 MON SU / Annual
0.9	TOPAL, MYRA FUENTES DOE GENERAL ASSISTANT	Discovery Oaks Elementary	Effective 2025-08-07 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	9 MON SU		
0.1	TURTURRO, PHILIP JOSEPH DIS TITLE I ASSISTANT 9 MON SU	Doctors Inlet Elementary	Effective 2025-08-18 9 MON SU / Multi-Year Conditional
0.1	TURTURRO, STEPHANIE MILLER DIS TITLE I ASSISTANT 9 MON SU	Doctors Inlet Elementary	Effective 2025-08-18 9 MON SU / Re-employed retiree, A/C support
	VALENCIA, MIRIAN SBJ CAFE ASSISTANT 4.5 HOURS 9 MON SU	S. Bryan Jennings Elementary	Effective 2025-08-08 9 MON SU / Annual
0.8	VARELA, LISBETH NAYELI OPH ESOL CLASSROOM ASSISTANT 9 MON SU	Orange Park High	Effective 2025-08-07 9 MON SU / Annual
	VICK, TERENCE J OHS CAFE ASSISTANT 7.5 HOURS 9 MON SU	Oakleaf High School	Effective 2025-08-18 9 MON SU / Annual
	WAGNER, BILLIE JO LJH CAFE ASSISTANT 3 HOURS 9 MON SU	Lakeside Junior High	Effective 2025-08-21 9 MON SU / Annual
0.9	WARD, KRISTIE LYNN DOE BEHAVIORAL HEALTH ASST 9 MON SU	Discovery Oaks Elementary	Effective 2025-08-07 9 MON SU / Annual
	WARFORD, LORI ANN RVE CAFE ASSISTANT 6.5 HOURS 9 MON SU	Ridgeview Elementary	Effective 2025-08-13 9 MON SU / Annual
	WASSNER, ELIZABETH ANNE FIE SCHOOL SECRETARY 10 MONTH 10 MONTH	Fleming Island Elementary	Effective 2025-08-04 10 MONTH / Annual
	WENZEL, KATHRYN DIANE WES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Wilkinson Elementary	Effective 2025-08-08 9 MON SU / Annual
0.9	WILLS, CHANCE PHILIP GCJ GENERAL HEALTH ASSISTA 9 MON SU	Green Cove Springs Junior High	Effective 2025-08-12 9 MON SU / Annual
0.8	WRIGHT, TIMIKA LATOYA OPJ IN SCHOOL SUSPENSION 9 MON SU	Orange Park Jr High	Effective 2025-08-21 9 MON SU / Annual
	ZUKOWSKI, RACHEL STEPHANIE LAJ CAFE ASSISTANT 6.5 HOURS 9 MON SU	Lake Asbury Junior High School	Effective 2025-08-08 9 MON SU / Annual

VI. Support Actions

B. RE-APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
BARTOW, CHRISTINA MICHELLE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
FAGAN, LORI ANGENETTE TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
GROFF, PATRICIA ANN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	TRANSPOR / Annual
GUERRIER, CHARLOT TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Annual
LIBERT, LAURA J TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / Multi-Year Conditional
RIOS JR, ALBERTO TRN BUS DRIVER TRANSPOR	Transportation	TRANSPOR / 3rd year annual, support

VI. Support Actions

C. RE-DESIGNATION

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	LATNER, LORRIE A SUPPORT - CWL 9 M0 188 9 MON SU	COUNTY-WIDE LEAVE	Effective 2025-09-02 / redesignated from / RVE CAFE ASSISTANT 3 HOURS / 9 MON SU
	NIX, LAURINDA K OPH CAFE ASSISTANT 5.25 HOURS 9 MON SU	Orange Park High	Effective 2025-09-10 / redesignated from / OPH CAFE ASSISTANT 5.5 HOURS / 9 MON SU
	SHORT, LINDA G SUPPORT - CWL 9 M0 188 LNG TRM	COUNTY-WIDE LEAVE	Effective 2025-09-08 / redesignated from / LAJ CAFE ASSISTANT 5.25 HOURS / 9 MON SU
	TURNER, BRANDY NICOLE OPH CAFE ASSISTANT 5.5 HOURS 9 MON SU	Orange Park High	Effective 2025-09-10 / redesignated from / OPH CAFE ASSISTANT 5.25 HOURS / 9 MON SU
0.9	YOUNG, CORINNE DIS TITLE I ASSISTANT 9 MON SU	Doctors Inlet Elementary	Effective 2025-08-18 / redesignated from / DIS TITLE I ASSISTANT / 9 MON SU

VI. Support Actions

D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	ALVAREZ PAREDES, ELVIA SUSANA POE CAFE ASSISTANT 6.5 HOURS 9 MON SU	Plantation Oaks Elementary	Effective 2025-09-15 /transfer from / POE CAFE ASSISTANT 6 HOURS
	BOYLES, APRIL DAWN WES CAFE ASSISTANT 5.75 HOURS 9 MON SU	Wilkinson Elementary	Effective 2025-08-18 /transfer from / CHE CAFE ASSISTANT 4 HOURS
	HARTWICK, SHARI LEE MNT WAREHOUSE MANAGER 12 MO SU	Division of Support Svcs	EFFECTIVE 2022-07-01 TRANSFER FROM MNT WAREHOUSER
	KELLEY, KRISTIE LYNN GCJ CAFE ASSISTANT 6 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2025-08-18 /transfer from / GCJ CAFE ASSISTANT 4.5 HOURS
	KRAJEWSKI, CANDICE R POE CAFE ASSISTANT 6 HOURS 9 MON SU	W.E. Cherry Elementary	Effective 2025-09-15 /transfer from / WEC CAFE ASSISTANT 6.5 HOURS
	MCNEAL, PAMELA SUE RHS CAFE ASSISTANT 6 HOURS 9 MON SU	Ridgeview High School	Effective 2025-08-18 /transfer from / RHS CAFE ASSISTANT 5.25 HOURS
	MOSER, MARGAUX JAYNE ROE ST RECORD SEC 12 MO 12 MO SU	Rideout Elementary	Effective 2025-09-01 /transfer from / ROE BEHAVIORAL HEALTH ASST
	NUCCIO, SARA ROSE GPE CAFE ASSISTANT 5.25 HOURS 9 MON SU	Grove Park Elementary	Effective 2025-08-18 /transfer from / GPE CAFE ASSISTANT 4.5 HOURS
	OAKS, AVA LATISHA MHS SCHOOL SECRETARY 12 MONTH 12 MO SU	BAF BENEFITS/INSURANCE	Effective 2025-09-29 /transfer from / RISK MANAGEMENT SPECIALIST
0.8	PAUL, JEAN MICHAEL CHS ESOL CLASSROOM ASSISTANT 9 MON SU	Clay High	EFFECTIVE 2025-8-7 TRANSFER FROM CHS .9 BEHAVIORAL HEALTH ASSISTANT
0.9	PAUL, JEAN MICHAEL CHS GENERAL HEALTH ASSISTA 9 MON SU	Clay High	EFFECTIVE 2025-8-7 TRANSFER FROM CHS .9 BEHAVIORAL HEALTH ASSISTANT
	RAY, SHAQUITA OSSHAUN OHS CHILD CARE ASSISTANT 9 MON SU	Oakleaf High School	Effective 2025-09-02 /transfer from / OHS CHILD CARE ASSISTANT
	SUTTON, HILLARY A MHS SECRETARY 12 MO 12 MO SU	Middleburg High	Effective 2025-09-15 /transfer from / MHS SCHOOL SECRETARY 12 MONTH
	TERAN AVELLAN, VALERIA DEL SOCORRO RHS CAFE ASSISTANT 5.25 HOURS 9 MON SU	Ridgeview High School	Effective 2025-09-01 /transfer from / RHS CAFE ASSISTANT 3.5 HOURS
	VIERA SANCHEZ, ANDREA PAOLA AES CAFE ASSISTANT 6 HOURS	Argyle Elementary	Effective 2025-08-18 /transfer from / RHS CAFE ASSISTANT 6 HOURS

VI. Support Actions

D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	9 MON SU WALTERS, JACQUELINE SUZANNE RHS CAFE ASSISTANT 6.5 HOURS 9 MON SU	Ridgeview High School	Effective 2025-08-18 /transfer from / RHS CAFE ASSISTANT 6 HOURS

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VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ADAMS, STACEY MARIE ROE ST RECORD SEC 12 MO 12 MO SU	Rideout Elementary	Effective 2025-08-29 RESIGNATION
	DOCI, SOKOL GPE CUSTODIAN 12 MO SU	Grove Park Elementary	Effective 2025-09-08 RESIGNATION
	FICKETT, AMBER M ESE POSITION CONTROL/ALLOC SP 12 MO SU	Exceptional Student Education	Effective 2025-09-18 RESIGNATION
	FUGATT, TAMMY MICHELE OLJ CAFE ASSISTANT 6.5 HOURS 9 MON SU	Oakleaf Junior High School	Effective 2025-08-15 RESIGNATION
	GARRETT, SARA CHS CAFE VAN DRIVER 7.5 HOURS 9 MON SU	Clay High	Effective 2025-08-08 RESIGNATION
0.9	GOLDBERG, REBECCA TRAWICK RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2025-09-05 RETIREMENT
0.8	GRANTHAM, DANA L KHE GENERIC CLASSROOM ASSISTAN 9 MON SU	Keystone Heights Elementary	Effective 2025-10-31 RETIREMENT
0.9	GYAMERA, PEARL O WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2025-09-02 RESIGNATION
	GYSIN, DONNA K LAJ TESTING/ADMIN SUPPORT ASST 10 MONTH	Lake Asbury Junior High School	Effective 2025-08-25 RETIREMENT
	HALL, CYNTHIA JEAN TRN BUS DRIVER LNG TRM	Transportation	Effective 2025-08-29 RESIGNATION
0.9	HAYNES, KARLISHA DENISE DOE BEHAVIORAL HEALTH ASST 9 MON SU	Discovery Oaks Elementary	Effective 2025-09-19 RESIGNATION
0.9	HUTCHINSON, CIEARA GENEEN LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2025-08-29 RESIGNATION
	KUKELHAN, STEVEE KRISTINE OHS REGISTERED NURSE 10 MONTH	Oakleaf High School	Effective 2025-08-27 RESIGNATION
	LAZARIDES, SONYA CHRISTINE RHS SCHOOL SECRETARY 10 MONTH 10 MONTH	Ridgeview High School	Effective 2025-08-29 RESIGNATION
	NEWTON, HALEY AUTUMN TRN ESE ASST/BUS MONITOR LNG TRM	Transportation	Effective 2025-08-26 RESIGNATION
0.9	OCANA, JANITA ALISHA OHS GENERAL HEALTH	Oakleaf High School	Effective 2025-08-22 CONCLUDE EMPLOYMENT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ASSISTA 9 MON SU		
0.9	RECHIS, DANIELLA M TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2025-09-19 RESIGNATION
	RODRIGUEZ, DORISE ANN POE CAFE ASSISTANT 6.5 HOURS 9 MON SU	Plantation Oaks Elementary	Effective 2025-09-11 RESIGNATION
	TAYLOR, DIANE MARIE MHS SECRETARY 12 MO 12 MO SU	Middleburg High	Effective 2025-09-12 RESIGNATION
0.9	TAYLOR, EVON K RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2025-11-21 RETIREMENT
0.9	TEMPLE, NIXSA E OPJ GENERAL HEALTH ASSISTA 9 MON SU	Orange Park Jr High	Effective 2025-09-12 RESIGNATION

VI. Support Actions**F. SUPPLEMENT**

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	ALLEN SR, DANIEL A OPH SOCCER HEAD JV SUPPLEME	Orange Park High	Appointment
	HAYSLETT, COBY JEVON OPH FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Appointment
	HAYSLETT, COBY JEVON OPH FOOTBALL ASST SH 75% SUPPLEME	Orange Park High	Appointment
0.5	MACPHERSON, SANDY SHAWN OPH GOLF HD SH SUPPLEME	Orange Park High	Appointment
	MCCRAY, JUBA M OHS TRACK HD SH SUPPLEME	Oakleaf High School	Appointment
0.5	PERKINS, ALEXIS JANEL OPH GOLF HD SH SUPPLEME	Orange Park High	Appointment
	PERKINS, ALEXIS JANEL OPH TRACK HD SH SUPPLEME	Orange Park High	Appointment
	ST HILAIRE, ELIZABETH JEAN OPJ DISCRETIONARY SUPPLEME	Orange Park Jr High	Appointment
	VALERO, JOSEPH K OPH FLAG FOOTBALL HD SH/JH SUPPLEME	Orange Park High	Appointment
	VALERO, JOSEPH K OPH SOCCER HEAD SH SUPPLEME	Orange Park High	Appointment

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C4 - Kelly Services EXHIBIT A - Pricing for Substitutes

Description

The Clay County Board approved the Kelly Services to be the provider of staffing services on June 6, 2024. The Exhibit A addendum has been updated to reflect the new minimum wage pay rates for the following positions, as required by law: Substitute Teacher (Transitional Emergency Sub), Substitute Teacher Assistant, Custodian Substitute, Cafeteria Assistant Substitute, and Self-Contained ESE Teacher Assistant.

Gap Analysis

As the provider of staffing services, Kelly Services shall be the employer of Assigned Employees and shall be responsible for the staffing services listed: recruit, interview, select, and hire Assigned Employees; place Assigned Employees according to SDCC requirements; pay Assigned Employees their wages and provide them the benefits that Kelly Services offers to them as Kelly Services Employees; pay insurance premiums (e.g. Medicare), withhold payroll taxes (e.g. FICA) and fulfill its obligations for unemployment compensation; provide workers compensation benefits; and maintain Assigned Employees personnel and payroll records related to their employment by Kelly Services.

Previous Outcomes

The Agreement was Board approved June 6, 2024 and has been used successfully to provide quality substitutes to the district.

Expected Outcomes

Upon approval by the Board, we expect Kelly Services to continue providing quality substitutes.

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 amendment to the original Kelly Services Contract, which adds additional funding for substitute services for the District.

Contact

Brenda Troutman, Assistant Superintendent of Human Resources; brenda.troutman@myoneclay.net; 904.336.6701

Financial Impact

Board Approved Contract Signed June 6, 2024.

Review Comments

Attachments

🔗 [Exhibit A- Pricing for Kelly Education 2025-2026.pdf](#)

EXHIBIT A

PRICING FOR KELLY EDUCATION

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Staffing between Kelly Services, Inc. and The School Board of Clay County ("Kelly Agreement"), dated October 15, 2013. The pricing in Exhibit A is confidential and proprietary to Kelly and is effective as of September 30, 2025.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following rates:

Position	Pay Rate	Pay Type	Markup	Bill Rate
Substitute Teacher (Transitional Emergency Sub)	\$14.00	Hourly	1.2697	\$17.78
ECE Teacher - HS Diploma	\$14.00	Hourly	1.2697	\$17.78
Substitute Teacher - AA Degree	\$14.50	Hourly	1.2697	\$18.41
ECE Teacher - AA Degree	\$14.50	Hourly	1.2697	\$18.41
Substitute Teacher - BA Degree	\$15.00	Hourly	1.2697	\$19.05
ECE Teacher - BA Degree	\$15.00	Hourly	1.2697	\$19.05
Substitute Teacher - Master's Degree or Higher	\$16.75	Hourly	1.2697	\$21.27
ECE Teacher - Master's Degree	\$16.75	Hourly	1.2697	\$21.27
Substitute Teacher Assistant	\$14.00	Hourly	1.2697	\$17.78
Long Term Sub Teacher Pay - (11+ Days, Retro back to Day 1)	\$21.00	Hourly	1.2697	\$26.66
Long Term Sub Teacher Assistant Pay- District Approved Positions Only - (11+ Days, Retro back to Day 1)	\$15.00	Hourly	1.2697	\$19.05
Long Term- Self Contained ESE Teacher- (11+ Days, Retro back to Day 1)	\$22.00	Hourly	1.2697	\$27.93
Long Term- Self Contained ESE Teacher Assistant- (11+ Days, Retro back to Day 1)	\$16.00	Hourly	1.2697	\$20.32
Building Sub Teacher	\$17.25	Hourly	1.2697	\$21.90
Custodian Substitute	\$14.00	Hourly	1.2697	\$17.78
Cafeteria Assistant Substitute	\$14.00	Hourly	1.2697	\$17.78
Self-Contained ESE Teacher Assistant	\$14.50	Hourly	1.2697	\$18.41
Self- Contained ESE AA Teacher	\$15.50	Hourly	1.2697	\$19.68
Self- Contained ESE BA Teacher	\$16.00	Hourly	1.2697	\$20.32
Self- Contained ESE Master's Teacher	\$17.50	Hourly	1.2697	\$22.22

A signed Job Description is required for each position listed.

2. Pricing for Hiring a Kelly Assigned Employee

Customer agrees to pay a placement fee upon hiring the Kelly Assigned Employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked. The fee schedule is set forth below.

1 – 90 days worked	Fee Waived
--------------------	------------

Kelly will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

3. Short Notice Cancellation.

If a Kelly Assigned Employee has shown up for a Customer assignment on time, and Customer cancels the assignment without timely notice, due to reasons not related to the employee's performance, if Kelly is required to pay such Assigned Employee "show up time", Kelly will invoice Customer for such time up to four (4) hours.

KELLY SERVICES, INC.

The School Board of Clay County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C5 - Elementary Student Out of State Travel

Description

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

Field Trips Details

School	Date	Destination	Group	Purpose
Discovery Oaks Elem.	April 2, 2026	Valdosta, GA	5th grade	Wild Adventures is home to over 55 different species and more than rides that can bring you classroom to life. Students will become an active participant in learning about animal habitats, behaviors, life cycles, conservation, physics, and more.

Gap Analysis

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

Previous Outcomes

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

Expected Outcomes

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

Strategic Plan Goal

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

Recommendation

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

Contact

Roger Dailey, Chief Academic Officer; roger.dailey@myoneclay.net; 904-336-6904

Heather Teto, Chief of Elementary Education, heather.teto@myoneclay.net; 904-336-6906.

Financial Impact

None

Review Comments

Attachments

DRAFT



Clay County District Schools

Field Trip Request Form

School Requesting:	*EL* Discovery Oaks Elementary
Staff Requesting:	Amy Frier, Team Leader amy.frier@myoneclay.net
Grade Level and Subject/Program:	Fifth Science N/A
Destination:	Wild Adventures 3766 Old Clyattville Rd. Valdosta, GA. 31601
Education Value	Wild Adventures is home to over 55 different species and more than 40 rides that can bring your classroom to life! Your students will become an active participant in learning about animal habitats, behaviors, life cycles, conservation, physics, and more.
FLDOE Standards/Benchmarks	<p>SC.5.L.17 Share Interdependence</p> <p>A. Plants and animals, including humans, interact with and depend upon each other and their environment to satisfy their basic needs.</p> <p>SC.5.P.10 Share Forms of Energy</p> <p>A. Energy is involved in all physical processes and is a unifying concept in many areas of science.</p> <p>B. Energy exists in many forms and has the ability to do work or cause a change.</p>
Field Trip Details: Start/End Date/Time	Starts: 4/2/2026 8:00:00 Ends: 4/2/2026 17:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Annett Bus Lines
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	155

Cost Per Student and What it Covers:	100 transportation to and from the park, lunch buffet and admission
Anticipated # of Chaperones:	20
Cost Per Chaperone and What it Covers:	50 lunch buffet and park admission
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	5th grade 3105
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Amy Frier</i> 8/21/2025 16:52:31
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>[Signature]</i> 8/21/25
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>[Signature]</i> 8/21/25
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>[Signature]</i>

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>Oct. 2, 2025</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C6 - School Affiliation Agreement between HCA South Atlantic Division (parent corporation of Orange Park Medical Center) and The School Board of Clay County, Florida, Department of Career and Technical Education

Description

The Department of Career and Technical Education, a subpart of the School District of Clay County, Florida, seeks to enter into an Agreement with HCA South Atlantic Division, the parent corporation of Orange Park Medical Center, for the purpose of allowing CTE Health Science interns to complete their internship at HCA medical centers, specifically Orange Park Medical Center, Orange Park, Florida. The attached School Affiliation Agreement sets forth the terms by which that can be accomplished.

Gap Analysis

The Certified Nursing Assistant (CNA) industry certification requires students to participate in clinical hours at a hospital to earn their CNA certification. OPMC allows CTE students to conduct these clinical hours at their hospital. Industry certifications prepare students for college and careers, provide bonus funding for CTE programs, and contribute to each school's grade from FLDOE.

Previous Outcomes

Clay County's Health Science programs have partnered with OPMC and other healthcare institutions for clinicals, resulting in nearly 20 CNA certifications during the 2024-2025 school year.

Expected Outcomes

Hands-on experiences like clinical rotations in healthcare facilities prepare students for college and careers. Additionally, an increase in CNA industry certifications is also expected.

Strategic Plan Goal

Strategy 1.3: Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

Recommendation

Approve Affiliation Agreement.

Contact

Kelly Mosley, Supervisor of Career and Technical Education, 904-336-4503, kelly.mosley@myoneclay.net

Financial Impact

None

Review Comments

Attachments

📎 [260028 HCA Amendment - Contract Review.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260028
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over \$100,000.00

Date Submitted: 8-29-2025
Name of Contract Initiator: Kelly Mosley Telephone #:
School/Dept Submitting Contract: CTE Cost Center # 9002
Vendor Name: HCA Healthcare
Contract Title: 1st Amendment to School Affiliation agreement
Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐ Previous Year Contract #
Contract Term: 2 years Renewal Option(s): automatic renewal
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 (\$3,000,000 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.fl.dfs.com/boceexempt/>) (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 Cost Original Contract didn't come through Contract Review via Purchasing
Review Date	
School Board Attorney	Legally sufficient.
Review Date JPS 9/4/25	
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: Pending Signatures

**FIRST AMENDMENT TO
SCHOOL AFFILIATION AGREEMENT**

This First Amendment to School Affiliation Agreement] (the “Amendment”) is made and shall be effective as of August 14, 2025 (the “Effective Date”) by _____
and between The School Board of Clay County, Florida (“School”) and **HCA South Atlantic Division, Inc** (“Hospital”). As Designated Agent for the Entities listed on Attachment A ("Hospital") and (“School”). The Hospital and School may be referenced together herein as each the “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the parties entered into a School Affiliation Agreement September 7, 2023 (the “Agreement”); and

WHEREAS, the parties acknowledge that the current Agreement expires on September 7, 2025; and

WHEREAS, the desire to extend the term of the Agreement to an **Evergreen Agreement** and shall automatically renew unless terminated as provided below (the "Term").

- a) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- b) The Parties may terminate this Agreement at any time by mutual written agreement.
- c) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

NOW, WHEREFORE, the parties agree that the Agreement is hereby amended as follows:

1. The term of the Agreement is hereby amended into an Evergreen Agreement.
2. Except as provided herein, all terms of the Agreement and its amendments and addenda, if any, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their respective corporate names by duly authorized signatories.

HCA South Atlantic:

The School Board of Clay County, FL:

Signature

Signature

Div Chief Financial Officer
HCA South Atlantic

School Board Chair

Date

Date

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of September 7, 2023 (the "Effective Date") by and between The School Board of Clay County, Florida ("School") and HCA South Atlantic Division ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Health Sciences (the "Degree Program"); (if the School will request students from more than one "Degree Program" indicate all applicable programs on Attachment B);

WHEREAS, 'The Division is authorized to contract on behalf of the hospitals set forth on Attachment A, each operates a comprehensive acute-care medical-surgical hospital located within the HCA South Atlantic Division Facilities (the "Facility");

WHEREAS, School desires to provide up to one hundred (100) students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

- (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
- (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
- (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
- (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program. For any faculty or preceptor provided or appointed by School who is a physician or advanced practice provider that will be on site providing services in

connection with the Clinical Program, School shall provide Hospital fully signed Exhibit D (form attached hereto). Further, School represents and warrants that it (including its affiliate) will not compensate any such faculty for their services provided to School in connection with the Clinical Program.

- (ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.
- (iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.
- (v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program. If Participating Student notifies School that they revoke said consent, School shall immediately notify Hospital and the revocation shall become effective immediately upon such notice as applicable to any decisions after that date.

(c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is

not responsible for personal items lost or stolen at the Facility.

- (e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with

any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants.** School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin risk assessment, symptom screening and Interferon-Gamma Release Assay or Tuberculin Skin Test performed prior to the first day of the rotation or documentation as a previous positive reactor;
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she must comply at all times with Facility's Communicable Disease Protection policy; and

- (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons or as otherwise compliant with applicable Hospital policy.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks.**
- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
 - (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
 - A. Education verification (highest level);
 - B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(m) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
- (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(n) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(o) **Access to Resources**. The School shall ensure that its department heads

have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

- (p) **Approval and Authorization.** Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) Upon reasonable request, Hospital will provide proof to School that Hospital

maintains liability insurance in an amount that is commercially reasonable.

- (e) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
 - (f) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
 - (g) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
 - (h) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
 - (i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
 - (j) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (k) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (l) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
 - (j) Hospital shall maintain the confidentiality of information it receives from School about a Participating Student in a manner consistent with Hospital's policies regarding confidentiality of employee records.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative

(each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical

performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or

Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. INDEMNIFICATION. To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. CONFIDENTIALITY. School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice

to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
- (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. Neither Party will use the names, logos or marks associated with the other Party without the express written consent of the Party who is associated with the name, logo or marks. Further, School will cause Program Participants not to use the names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior

agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. NO WAIVER. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. ASSIGNMENT; BINDING EFFECT. School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. NOTICES. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Division Todd LaCaze
 HCA South Atlantic Division
 115 Central Island Street, Suite 400
 Charleston, SC 29492
 Attention: Division Chief Financial Officer

Copy to: HCA
 One Park Plaza, Bldg. 1, 2-West
 Nashville, TN 37203
 Attention: Operations Counsel

If to School: The School Board of Clay County, Florida
 ATTN: Supervisor of Career and Tech Education
 2306 Kingsley Avenue

Building 21
Orange Park, Florida, 32073

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. COUNTERPARTS. This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made by either Party to the Program Participants in connection with this Agreement.

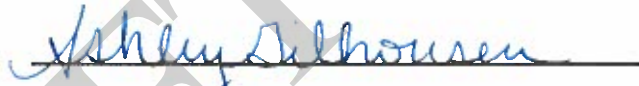
25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened

breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

The School Board of Clay County, Florida



By: Ashley Gilhousen

Title: School Board Chair

Date: September 7, 2023

HCA South Atlantic Division



By: Todd LaCaze

Title: Division Chief Financial Officer

Date: 9/19/2023

Attachment A

Walterboro Community Hospital, Inc. d/b/a Colleton Medical Center	501 Robertson Blvd, Walterboro, SC 29488
Doctors Hospital of Augusta, LLC d/b/a Doctors Hospital	3651 Wheeler Rd, Augusta, GA 30909
Grand Strand Regional Medical Center, LLC d/b/a Grand Strand Regional Medical Center	809 82nd Pkwy, Myrtle Beach, SC 29572
Memorial Healthcare Group, Inc. d/b/a Memorial Hospital Jacksonville	3625 University Blvd S, Jacksonville, FL 32216
Southeast Georgia Health Services, LLC d/b/a Memorial Satilla Health	1900 Tebeau St, Waycross, GA 31501
Orange Park Medical Center, Inc. d/b/a Orange Park Medical Center	2001 Kingsley Ave, Orange Park, FL 32073
Trident Medical Center, LLC d/b/a Trident Medical Center	9330 Medical Plaza Dr, Charleston, SC 29406
Trident Medical Center, LLC, d/b/a Summerville Medical Center	295 Midland Pkwy, Summerville, SC 29485
Fairview Park, L.P. d/b/a Fairview Park Hospital	200 Industrial Blvd, Dublin, GA 31021
Savannah Health Services, LLC d/b/a Memorial University Medical Center	4700 Waters Ave, Savannah, GA 31404
Vidalia Health Services, LLC d/b/a Memorial Health Meadows Hospital	One Meadows Parkway, Vidalia, GA 30474

Attachment B

<input type="checkbox"/>	(MLS) Medical/Clinical Laboratory Science
<input type="checkbox"/>	(MLT) Medical/Clinical Laboratory Technician
<input type="checkbox"/>	Advanced Practice Registered Nurse (APRN)
<input type="checkbox"/>	Anesthesia
<input type="checkbox"/>	Anesthesiologist Assistant
<input type="checkbox"/>	Athletic Training
<input type="checkbox"/>	Bachelor of Social Work
<input type="checkbox"/>	Cardiac Sonography
<input type="checkbox"/>	Cardiovascular
<input type="checkbox"/>	Central Sterile Processing
<input type="checkbox"/>	Certified Nursing Assistant
<input type="checkbox"/>	Certified Surgical Technician
<input type="checkbox"/>	Child Life
<input type="checkbox"/>	Clinical Mental Health
<input type="checkbox"/>	Communication Sciences and Disorders
<input type="checkbox"/>	Community Health
<input type="checkbox"/>	Counseling
<input type="checkbox"/>	CRNA
<input type="checkbox"/>	Darton OT/OTA
<input type="checkbox"/>	Diagnostic Medical Sonography
<input type="checkbox"/>	Dietetics
<input type="checkbox"/>	Doctor of Medicine
<input type="checkbox"/>	Doctorate of Nursing Practice (DNP)
<input type="checkbox"/>	Echocardiography
<input type="checkbox"/>	EEG
<input type="checkbox"/>	EKG Tech
<input type="checkbox"/>	Electroneurodiagnostic Technician
<input type="checkbox"/>	Emergency Medical Technology (EMT)/Paramedics
<input type="checkbox"/>	Exercise Science
<input type="checkbox"/>	Family Nurse Practitioner (FNP)
<input type="checkbox"/>	Fellows
<input type="checkbox"/>	Genetics Counseling
<input type="checkbox"/>	Geriatric Management
<input type="checkbox"/>	Grad Practicum

<input type="checkbox"/>	Graduate Nursing
<input type="checkbox"/>	Health Administration
<input type="checkbox"/>	Health Administration - Health Information
<input type="checkbox"/>	Histotech
<input type="checkbox"/>	Imaging
<input type="checkbox"/>	Laboratory
<input type="checkbox"/>	Lactation Consultant
<input type="checkbox"/>	Licensed Practical Nurse (LPN)
<input type="checkbox"/>	Medical Assistant (MA)
<input type="checkbox"/>	Medical Dosimetry
<input type="checkbox"/>	Medical Physicist
<input type="checkbox"/>	Medical Student
<input type="checkbox"/>	MSW / Licensed Clinical Social Worker
<input type="checkbox"/>	Music Therapy
<input type="checkbox"/>	Neurodiagnostic Technologist
<input type="checkbox"/>	Nuclear Medicine
<input type="checkbox"/>	Nurse Educator
<input type="checkbox"/>	Nurse Practitioner (NP)
<input type="checkbox"/>	Nursing (Undergraduate RN)
<input type="checkbox"/>	Nursing Informatics
<input type="checkbox"/>	Nursing MSN
<input type="checkbox"/>	Nursing Preceptorship
<input type="checkbox"/>	Nutrition
<input type="checkbox"/>	Occupational Therapy
<input type="checkbox"/>	Ortho PA
<input type="checkbox"/>	Osteopathic Medicine
<input type="checkbox"/>	Paramedic/Flight Paramedic
<input type="checkbox"/>	Pastoral Care
<input type="checkbox"/>	Patient Care Tech Program
<input type="checkbox"/>	Pharmacy - PharmD
<input type="checkbox"/>	Pharmacy - Technician
<input type="checkbox"/>	Phlebotomy
<input type="checkbox"/>	Physical Therapy
<input type="checkbox"/>	Physical Therapy Assistant
<input type="checkbox"/>	Physician Assistant (PA)
<input type="checkbox"/>	Public Health

<input type="checkbox"/>	Radiation Therapy
<input type="checkbox"/>	Radiology
<input type="checkbox"/>	Rehab Therapy
<input type="checkbox"/>	Residents
<input type="checkbox"/>	Respiratory Therapy
<input type="checkbox"/>	Senior Practicum - ASN
<input type="checkbox"/>	Senior Practicum - BSN
<input type="checkbox"/>	Social Services
<input type="checkbox"/>	Social Work - MSW
<input type="checkbox"/>	Sonography
<input type="checkbox"/>	Speech (ST)
<input type="checkbox"/>	Sterile Processing
<input type="checkbox"/>	Student Registered Nurse Anesthetist (SRNA)
<input type="checkbox"/>	Surgical First Assistant
<input type="checkbox"/>	Surgical Tech
<input type="checkbox"/>	WOC Program

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.

2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).
5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.

12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.

13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.

15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.

17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.

19. In connection with my Engagement, I will never:

- a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
- b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
- c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
- d. use tools or techniques to break, circumvent or exploit security measures;
- e. connect unauthorized systems or devices to the Company network; or
- f. use software that has not been licensed and approved by the Company.

20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

"Development").

25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations,

Signature:	Date:
Printed Name:	3/4 ID:

terms and conditions stated herein.

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ verifies the Subject's Social Security Number
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control
- _____ list of Specially Designation Nationals; and
- _____ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____

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DRAFT

Exhibit D Faculty Responsibilities

The undersigned faculty or preceptor for the Clinical Program ("Faculty") agrees to and acknowledges the following:

- a) Faculty has been engaged by [] ("School") to serve as onsite faculty or preceptor for School's students in [] ("Clinical Program");
- b) Faculty (i) is currently and will continue to be licensed by the state in which the Hospital is located, (ii) is clinically competent, (iii) has the privilege(s) as required by Hospital to perform all clinical services required for or relating to the Clinical Program and (iv) carries professional liability insurance in the minimum amounts of one million dollars per occurrence and three million dollars annual aggregate, and shall provide evidence of such insurance to Hospital upon request;
- c) Faculty shall understand the content, scope and educational preparation of the students prior to their clinical rotation at Hospital;
- d) Faculty shall orient the students to the Hospital and provide information regarding the Hospital's rules, regulations, policies, and procedures. As part of the orientation, Faculty will inform students that they will be expected to adhere to all Hospital policies (including but not limited to policies related to patient care issues, such as confidentiality of patient records and information);
- e) Faculty shall provide students suitable clinical experience and cases as prescribed by the curriculum provided by School;
- f) Faculty shall evaluate performance of students in the Clinical Program as required by School and using forms provided by School;
- g) Faculty shall act as the students' clinical advisor and supervisor for the duration of their clinical rotation at Hospital, and shall be fully responsible for the actions or omissions of the students under his or her supervision;
- h) Faculty represents and warrants that he or she is not compensated by School or its affiliate in connection with faculty or preceptor services provided in connection with the Clinical Program; and
- i) Faculty represents and warrants to Hospital he or she is not (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii)

under investigation or otherwise aware of any circumstances which may result in Faculty being excluded from participation in the Federal health care programs.

Faculty:

Name: [_____]
Date: [_____]

DRAFT

breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

The School Board of Clay County, Florida

Ashley Gilhousen

By: Ashley Gilhousen

Title: School Board Chair

Date: September 7, 2023

HCA South Atlantic Division

By: Todd LaCaze

Title: Division Chief Financial Officer

Date: _____



School Board of Clay County

September 7, 2023 - Regular Board Meeting

Title

C9 - Approve School Affiliation Agreement between HCA South Atlantic Division (parent corporation of Orange Park Medical Center) and The School Board of Clay County, Florida, Department of Career and Technical Education

Description

The Department of Career and Technical Education, a subpart of the School District of Clay County, Florida, seeks to enter into an Agreement with HCA South Atlantic Division, the parent corporation of Orange Park Medical Center, for the purpose of allowing CTE Health Science interns to complete their internship at HCA medical centers, specifically Orange Park Medical Center, Orange Park, Florida. The attached School Affiliation Agreement sets forth the terms by which that can be accomplished. The Department of Career and Technical Education, a subpart of the School District of Clay County, Florida, seeks to enter into an Agreement with HCA South Atlantic Division, the parent corporation of Orange Park Medical Center, for the purpose of allowing CTE Health Science interns to complete their internship at HCA medical centers, specifically Orange Park Medical Center, Orange Park, Florida. The attached School Affiliation Agreement sets forth the terms by which that can be accomplished.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Approval of this item will allow the placement of CTE Health Science interns at HCA facilities. (Orange Park Medical Center)

Strategic Plan Goal

N/A

Recommendation

Approve the School Affiliation Agreement

Contact

Kelly Mosley, Supervisor of Career and Technical Education, kelly.mosley@myoneclay.net

Financial Impact

None

Review Comments

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C7 - 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
Keystone Heights High	Various Dates see schedule	Various Locations see schedule	Speech & Debate	Competition and Tournaments for the season
Middleburg High	Various Dates see schedule	Various Locations see schedule	Girls Wrestling	Wrestling Tournaments
Middleburg High	Various Dates see schedule	Various Locations see schedule	Boys Wrestling	Wrestling Tournaments
Middleburg High	10/4/25	Brunswick, GA	NJROTC	Orienteering Competition
Middleburg High	9/20/25	Waycross, GA	NJROTC	Air Rifle Competition
Oakleaf High	2/13 - 2/16/26	New York, NY	Theatre Students	Fine Arts experience
Oakleaf High	9/20/25	Waycross, GA	NJROTC	Air Rifle Competition
Oakleaf High	9/26-9/27/25	St. Cairo, GA	NJROTC	Drone Meet
Oakleaf High	11/7 - 11/8/25	St. Cairo, GA	NJROTC	Brain Brawl Competition
Orange Park High	1/16 - 1/18/26	Tallahassee and Panama City, FL	Girls Basketball	Basketball Games
Ridgeview High	11/8 - 11/9/25	Orlando, FL	Band	Florida Marching Band State Competition

Gap Analysis

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

Previous Outcomes

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

Expected Outcomes

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

Strategic Plan Goal

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

Recommendation

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

Contact

Roger Dailey, Chief Academic Officer; roger.dailey@myoneclay.net; 904-336-6904

Treasure Pickett, Chief of Secondary Ed; treasure.pickett@myoneclay.net; 904-336-6918

Financial Impact

None

Review Comments**Attachments**

🔗 [October 2025 Student Travel.pdf](#)

DRAFT



Clay County District Schools

Field Trip Request Form

10/2/25

School Requesting:	*HS* Keystone Heights Junior/Senior High
Staff Requesting:	Shannon Jackson Southam, Coach shannon.jacksonsoutham@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Speech & Debate N/A
Destination:	Multiple locations
Education Value	Competing in speech and debate helps students develop critical thinking, public speaking, and research skills while fostering confidence and the ability to articulate ideas clearly. It also enhances their ability to analyze complex issues, listen actively, and engage in respectful, evidence-based discourse.
FLDOE Standards/Benchmarks	HE.912.R.3.3 Analyze situations and demonstrate strategies to engage in respectful debate. EL.0-8m.IV.E.3 Demonstrates understanding of the social conventions of communication and language use
Field Trip Details: Start/End Date/Time	Starts: 9/20/2025 5:00:00 Ends: 7/20/2026 23:00:00
Overnight:	Yes
Out-Of-State:	Yes
Type of Transportation:	District Vehicle, Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Shannon Southam Melissa Mann Cristina Bagasan
Anticipated # of Students:	5-20
Cost Per Student and What it Covers:	depend on event depend on event
Anticipated # of Chaperones:	1-6
Cost Per Chaperone and What it Covers:	depend on event depend on event

Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	4040 Debate
Blanket Request:	Yes
Schedule for Blanket Requests: (if applicable)	https://drive.google.com/open?id=1tR45LSDgH0-8ZXfvgPdB3Tk0FboTUV1t
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Shannon Jackson Southam</i> 8/17/2025 20:16:18
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>Ben Millwood 8/22/25</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>A. H. Kott 8/26/25</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Bini 8/27/25</i>

***District Use Only**

- ☒ ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) 10/2/25
- ☐ ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
- ☐ CTE EVENT
Event was Pre-Approved at the School Board meeting on (Date) _____.

Date	Event	Where	Offered	Grades
September 20, 2025	FCDI Qualifier #1	Wolfson High School	EXTD, IMP, EXT	5 th – 12 th
October 7, 2025	FCDI Online Midweek A	Online	LD,RPD,PF,EXTD,LEG,DEC,IMP,EXT,INF,INF,OO	5 th – 12 th
October 31-Nov. 3, 2025	Florida Blue Key	UF Gainesville	CON,PF,LD,WORLDS,POI,DI, DUO,HI,OO,EXT, INF	8 TH -12TH
November 8, 2025	FCDI Qualifier #2	Tocoi Creek High School	LD, RPD, PF, EXTD, LEG, DEC, IMP, EXT, INF, OO, WTP	5 th – 12 th
November 15-16, 2025	The Constellation	Orlando	CON, LD, PF, ADS,DEC,DI,DUO,EXT,HI,IMP,INF,OO,POI,WSD	5 th – 12 th
Nov. 20, 2025	FCDI Online Midweek B	Online	LD,RPD,PF,EXTD,LEG,DEC,IMP,EXT,INF,INF,OO	5 th – 12 th
Dec. 6-7, 2025	FCDI Statewide #1	Santa Fe, Gainesville	LD, RPD, PF, EXTD, LEG, DEC, IMP, EXT, INF, OO, WTP	5 th – 12 th
Jan. 10, 2026	Valdosta Winter CFL	GA	DI,OI,POLICY,DEC,CON,LD,PF,EXT	9 th -12 th
Jan. 16-19, 2026	FCDI National Civics and Debate Championship	Orlando	EXTD. LEG, IMP	5 th – 12 th
Jan. 24, 2026	CFL Speech	Bolles Middle	JT, INF, IMP, CON, DP, DUO, EXT, OI, OO	5 th – 12 th
Jan. 30-21, 2026	FCDI Online B	Online	LD,RPD,PF,EXTD,LEG,DEC,IMP,EXT,INF,INF,OO	5 th – 12 th
Feb. 12, 2026	FCDI Online Midweek C	Online	LD,RPD,PF,EXTD,LEG,DEC,IMP,EXT,INF,INF,OO	5 th – 12 th
Feb. 21, 2026	FCDI Qualifier #3	Palm Coast, FL	LD, RPD, PF, EXTD, LEG, DEC, IMP, EXT, INF, OO, WTP	5 th – 12 th
Feb 28, 2026	CFL Grand Finals		DP	9 th -12 th
March 6-8, 2026	FFL Varsity States	Orlando	CON, LD, POLICY, PF, WORLDS, INF,IMP,EXT, DUO,DI,HI,ADS,POI	9 th -12 th
Mar. 7, 2026	FCDI Qualifier #3	KEYSTONE	LD, RPD, PF, EXTD, LEG, DEC, IMP, EXT, INF, OO, WTP	5 th – 12 th
March 27-28, 2026	FCDI virtual D	Online	LD,RPD,PF,EXTD,LEG,DEC,IMP,EXT,INF,INF,OO	5 th – 12 th
March 28, 2026	Florida Panther District Qualifier for the 2026 National Tournament	Colonial, Orlando, FL	DI DUO HI INF IX OO POI USX BQ HSE SEN	9 th -12 th
April 18-19, 2026	FCDI state tournament	Sarasota, FL	LD, PF, EXD,LEG,DEC,IMP,DP,INF.OO	5 th – 12 th
April 23-25, 2026	NSDA Last-Chance Qualifier	Online	Policy, PF, LD, BQ, Congress: Senate and House. Speech: DI, HI, Duo, POI, OO, Info, IX, and USX.	9 th -12 th
April 25 th , 2026	CFL Debate	Bolles Middle	POLICY, PF,LD, EXTD, CON	5 th – 12 th
May 22-25, 2026	NCFL Grand National Tournament	Washington DC		9 th -12 th
June 13-20, 2026	National Speech and Debate Tournament	Richmond, VA		5 th – 12 th



Clay County District Schools Field Trip Request Form

10/2/25

School Requesting:	*HS* Middleburg High
Staff Requesting:	Coll Robertson, Coach coll.robertson@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics Girls Wrestling
Destination:	See attached schedule
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 11/25/2025 8:00:00 Ends: 3/8/2026 8:00:00
Overnight:	Yes
Out-Of-State:	Yes
Type of Transportation:	Commercial Airline, Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Coll Robertson Jamie Harrison Timothy Dames
Anticipated # of Students:	8-15
Cost Per Student and What it Covers:	N/A N/A
Anticipated # of Chaperones:	3
Cost Per Chaperone and What it Covers:	N/A N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	Girls Wrestling 1125
Blanket Request:	Yes
Schedule for Blanket Requests:	https://drive.google.com/open?id=19nsR0LUf6YaCP7vkYBbmRXsz-91L

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(if applicable)	cEu7zg2zXo90RDc
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Coll Robertson</i> 8/8/2025 10:37:25 <i>Coll R. Robertson</i> 8/8/25
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>5/11/25</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>11/10/24 8/22/25</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Buhini 8/27/25</i>

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>10-2-25</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

Middleburg High School

Girls Varsity Wrestling Schedule

2025-2026



Date	Opponent	Location	Time
Nov 20	Red v Black Dual (Wrestle-Offs)	Home	6:30pm
Nov 25	Girls Flagler Rotary	Flagler Palm Coast High School	Weigh in 8am Wrestle 10am
Dec 6	Let Freedom Ring IBT	Freedom HS Orlando	Weigh in 8am Wrestle 10am
TBD	TBD	Home	Weigh in 5pm Wrestle 6pm
Dec 13	Own the Ocean IBT	Ponte Vedra High School	Weigh in 8:30am Wrestle 10am
Dec 19-20	Knockout Christmas Classic	Kissimmee, FL	Weigh in 7:30am both days
Dec 27-31	Wonder Woman IBT	Columbia, Missouri	Itinerary TBD



Clay County District Schools Field Trip Request Form

10/2/25

School Requesting:	*HS* Middleburg High
Staff Requesting:	Coll Robertson, Coach coll.robertson@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics Boys Wrestling
Destination:	See attached schedule
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 11/20/2025 18:00:00 Ends: 3/8/2026 8:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Private Vehicle(s)
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Coll Robertson Victor Espana Joe Isham
Anticipated # of Students:	14-20
Cost Per Student and What it Covers:	N/A N/A
Anticipated # of Chaperones:	3
Cost Per Chaperone and What it Covers:	N/A N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	Wrestling 1126
Blanket Request:	Yes
Schedule for Blanket Requests:	https://drive.google.com/open?id=1XwcKlukje0RgtfnpFTXAMCagTkBsZ

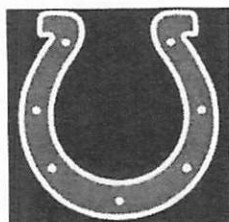
12

(if applicable)	xzVblb2Sqptnbw
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Coll Robertson</i> 8/8/2025 11:10:24 <i>Coll R. Robertson</i>
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>56/8/25</i> <i>8/11/25</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>8/27/25</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Blum</i> 8/27/25

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>10-2-25</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

Middleburg High School

Boys Wrestling Schedule 2024-2025



Date	Opponent	Location	Time
Nov 20	Red v Black Dual (Wrestle Offs)	Home	6pm
TBD	Buchholz Preseason Classic	Buchholz HS	Weigh in 4pm Wrestle 5pm
Dec 4	V Clay	Home(Alumni Night)	Weigh in 5 Wrestl 6
Dec 5-6	Border Wars	South Walton HS	12/5 Weigh in 1pm 12/6 Weigh in 8am
Dec 9	@ Oakleaf	Oakleaf HS	Weigh in 5 Wrestle 6
Dec 12-13	Bobcat RR Varsity	Gainesville	12/12 Weigh in 11am 12/13 Weigh in 9am
Dec 13	Bobcat RR JV	Gainesville	12/13 Weigh in 9am

Jan 30-31	Colby Singletary Memorial	Estero Sports Complex Estero, FL	1/30 Weigh in 10am 1/31 Weigh in 8am
TBD	TBD	Home (Senior Night)	Weigh in 5 Wrestle 6
Feb 6-7	Heritage Hammer Duals	Heritage HS	1/6 Weigh in 10am 1/7 Weigh in 8am
TBD	Districts	TBD	Weigh in 12:30 Wrestle 2:30
Feb 28-Mar 1	Regions	TBD	2/28 Weigh in 12:30 3/1 Weigh in 8am
Mar 5-8	States	Silver Spur Arena (Kissimmee)	



Clay County District Schools Field Trip Request Form

10/2/25



School Requesting:	*HS* Middleburg High
Staff Requesting:	Shannon Clark, Teacher shannon.clark@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC N/A
Destination:	Blythe Island, Brunswick, GA
Education Value	Orienteering Competition
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 10/4/2025 7:00:00 Ends: 10/4/2025 16:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Each Cadet responsible for own ride
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Multiple Parent Drivers
Anticipated # of Students:	10
Cost Per Student and What it Covers:	N/A N/A
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	N/A N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	3167
Blanket Request:	No
Schedule for Blanket Requests:	

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(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	Shannon Clark 9/2/2025 10:45:52
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here 9/3/25
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here 9/5/25
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here 9/8/25

District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

10/2/25



School Requesting:	*HS* Middleburg High
Staff Requesting:	Shannon Clark, Teacher shannon.clark@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC Air Rifle Competition
Destination:	Ware County Shooting Complex, Waycross, GA
Education Value	Competition
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 9/20/2025 7:00:00 Ends: 9/20/2025 18:00:00 <i>really too late, but will</i>
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Parents responsible
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Multiple Parents
Anticipated # of Students:	10
Cost Per Student and What it Covers:	N/A N/A
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	N/A N/A
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	3167
Blanket Request:	No
Schedule for Blanket Requests:	

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(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	Shannon Clark 9/2/2025 11:47:32
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here 9/3/25
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here J. H. K. 9/5/25
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here D. Dini 9/8/25

District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools

Field Trip Request Form

10/2/25



School Requesting:	*HS* Oakleaf High
Staff Requesting:	Cameron Renfrow, Teacher cameron.renfrow@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Fine Arts n/a
Destination:	New York
Education Value	To expose students to historical landmarks of fine art by allowing them to experience the fine arts of music, visual arts, and theatre in the Fine Arts district of New York.
FLDOE Standards/Benchmarks	TH.68.C.3- Enduring Understanding 3. The processes of critiquing works of art lead to development of critical-thinking skills transferable to other contexts. TH.68.H1-3: Historical and Global Connections VA.912.S.1- The arts are inherently experiential and actively engage learners in the processes of creating, interpreting, and responding to art. MU.912.O.1.1 Evaluate the organizational principles and conventions in musical works and discuss their effect on structure
Field Trip Details: Start/End Date/Time	Starts: 2/13/2026 5:30:00 Ends: 2/16/2026 22:30:00
Overnight:	Yes
Out-Of-State:	Yes
Type of Transportation:	Commercial Airline, Transportation within NYC through private tour bus
Charter Bus Company (if applicable):	na
Legal Name of Approved Drivers (if applicable)	na
Anticipated # of Students:	25
Cost Per Student and What it Covers:	2354 Transportation, all Food, Lodging, Tickets into 2 Broadway shows, tickets to the MOMA, tickets into the 9/11 museum, a Broadway master class, and security.
Anticipated # of Chaperones:	3

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Cost Per Chaperone and What it Covers:	0 Transportation, all Food, Lodging, Tickets into 2 Broadway shows, tickets to the MOMA, tickets into the 9/11 museum, a Broadway master class, and security.
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	4004- Drama
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Cameron Renfrow</i> 8/26/2025 7:09:29
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here 8/27/25
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here 9/5/25
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here 9/8/25

*District Use Only	
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) _____
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Clay County District Schools Field Trip Request Form

10/2/25

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Jillian Nesby, Teacher jillian.nesby@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC N/A
Destination:	Cairo High School, 455 5th St, Cairo, GA 39828
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 9/26/2025 9:00:00 Ends: 9/27/2025 18:00:00
Overnight:	Yes
Out-Of-State:	Yes
Type of Transportation:	rental vehicle
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	4
Cost Per Student and What it Covers:	37.5 food and awards
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	0 food
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	3167
Blanket Request:	No
Schedule for Blanket Requests:	

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(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Jillian Nesby</i> 8/8/2025 7:12:25
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>[Signature]</i> 8/8/25
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>[Signature]</i> 8/27/25

District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>10-2-25</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



NAVY JUNIOR RESERVE OFFICER TRAINING CORPS
CHARLIE COMPANY
CAIRO HIGH SCHOOL
CAIRO, GA 39828
(229) 378-1235



05 AUGUST 2025

FROM: Senior Naval Science Instructor, Cairo High School NJROTC
TO: Area 10 NJROTC Units

**SUBJ: LOI FOR AREA 10 SANCTIONED DRONE MEET 2025 HOSTED BY
CAIRO HIGH SCHOOL NJROTC CAIRO, GA**

ENCL: (1) Meet Events and Guidelines
(2) Agreement of Indemnity
(3) Drone Meet Entry Form
(4) Directions to Cairo High School

1. **What:** Sanctioned Drone Meet.
2. **Where:** Cairo High School, 455 5th St SE, Cairo, GA 39828.
3. **When:** Saturday, September 27, 2025, at 0830 (0815 brief).
4. **Who:** Up-to 16 four-cadet teams.
5. **Why:** Qualify five teams for the Area-10 Drone Championship.
6. **Contact Info:** youngblood.mike.nsi@navyjrotc.org W: (229)307-1749 C: (828)337-4659
7. **Cost:** \$150 per team - including awards and lunch for four (4) cadets and one (1) adult. Make checks payable to: "Cairo HS NJROTC"
8. **Rules and Matrix.** Event conducted IAW Area 10 Drone Competition SOP (Dated 16 Sep 2024--available on Area 10 shared drive); matrix will be updated as teams confirm participation. *The following caveats apply:*
 - a) As hosts, Bishop Kenny and Cairo get one automatic bid to the Area Championship.
 - b) Top 5 (+ host) teams qualify at BK and Cairo events, leading to a 12-team Area Championship event.
 - c) If no 2026 Area Championship event host is forthcoming, BK and Cairo will earn bids to the Nationals.
9. **Supplemental Notes.**
 - a) The event check-in will take place in the lobby of the Cairo Gymnasium. All events will take place in the Cairo Gymnasium.
 - b) Units may enter multiple teams; a minimum of six (6) teams are required for a sanctioned meet.
 - c) Teams are encouraged to purchase additional batteries and bring at least two for each event as rapid re-charging may not be possible.
 - d) The host unit reserves the right to modify the ROE as needed to accommodate facilities, or necessary adjustments to scheduled events. Cadets are expected to behave in an honorable fashion, adhering to the spirit of the competition. Any cadet exhibiting unsportsmanlike conduct will be disqualified.
 - e) Point of Contact for this event is Master Chief Youngblood (229)307-1749 youngblood.mike.nsi@navyjrotc.org

//s// Anthony Cowart
LCDR. USN(Ret)
CAIRO NJROTC SNSI



Clay County District Schools Field Trip Request Form

10/2/25

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Jillian Nesby, Teacher jillian.nesby@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC N/A
Destination:	Cairo High School NJROTC 455 5th St SE, Cairo, GA 39828
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 11/7/2025 9:00:00 Ends: 11/8/2025 18:00:00
Overnight:	Yes
Out-Of-State:	Yes
Type of Transportation:	rental vehicle
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Jillian Nesby
Anticipated # of Students:	5
Cost Per Student and What it Covers:	33 food, awards
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	0 food
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	3167
Blanket Request:	No
Schedule for Blanket Requests:	

13

(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Jillian S Nesby</i> 8/6/2025 12:43:40
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>Thipatt 8/18/25</i>
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>D. Bohi 8/27/25</i>

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>10-2-25</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



JAVY JUNIOR RESERVE OFFICER TRAINING CORPS
CHARLIE COMPANY
CAIRO HIGH SCHOOL
CAIRO, GA 39828
(229) 378-1235



05 AUGUST 2025

FROM: Naval Science Instructor, Cairo High School NJROTC
TO: Area 10 NJROTC Units

SUBJ: **LOI FOR AREA 10 SANCTIONED BRAIN BRAWL HOSTED BY CAIRO
HIGH SCHOOL NJROTC**

REF: (a) NJROTC National Brain Brawl LOI

Encl: (1) Area 10 Brain Brawl LOI
(2) 16 Team Two-Room Brain Brawl Matrix
(3) Roster Sheet
(4) Directions to Cairo High School and Hotels Information

What: Area 10 Brain Brawl Championship
Where: 455 5th Street SE, Cairo, GA 39828
When: Saturday, November 8, 2025, at 0830 In-Brief
Who: 16 Five-cadet teams from Area 10
Why: Academic competition to qualify Area 10 teams for Area 10 Brain Brawl Championship
Cost: \$165 per team includes trophies, medals, and meals for four (5) cadets, one (1) Instructor and one (1) chaperone. Additional meals at a cost of \$8 per meal. (Checks payable to: "Cairo HS NJROTC" due 60 days prior to this event)

Welcome. Thank you for participating in Cairo High School NJROTC Area 10 Sanction Brain Brawl Meet. The top five, non-qualified teams, will qualify for the Area 10 Championship

Schedule. Coaches will be briefed at 0830 to include draw for matrix position. Event matrix (will be disseminated as Enclosure (1) following the draw).

Location. The competition will be held on campus at Cairo High School with in-brief(draw) at 0830 and the competition expected to begin at 0900.

Supplemental notes:

- A. No notes or recordings may be taken at the meet.
- B. The BB rooms and locations will be announced later.
- C. **Make checks payable to:**

Cairo HS NJROTC
455 5th ST SE
Cairo, GA 39828

Rules and Matrices

A. Rules will be per the Enclosure (1) Area Standing Brain Brawl LOI.

B. **Matrix:** The draw for matrix position will be during the BB brief at 0800. Matrix will include losers' bracket to allow each team an opportunity despite early morning scores to continue competing into the afternoon. Matrix will be updated after each round with each team/room scores visibly available for all instructors/cadets to review.

C. **Team Experience:** IAW the rules for the Brain Brawl Nationals, Four cadets (+1 alternate) based on class system (NS4 = 4 points, NS3 = 3 points, NS2=2 points, NS1=1 point) for a maximum allowable of **12 points on a sitting team**.

D. **Question format - Toss Ups** will come from newest NS curriculum books, Cadet Reference Manual (4th Ed 2024), Cadet Drill Manual (1st Ed 2024), and Cadet Field Manual (12th Ed April 2024) as disseminated by Area Manager and current events.

E. **Uniforms:** All cadets from each school should be dressed the same. If you have no such presentable gear, wear NJROTC uniforms. **NJROTC DRESS CODES AND GROOMING STANDARDS WILL BE ENFORCED.**

Cost. Competition cost is \$165 and includes trophies, medals, and meals for four (5) cadets, one (1) Instructor and one (1) chaperone. Additional meals at a cost of \$8 per meal. (Checks payable to: "Cairo HS NJROTC")

Administrative. Receipts will be provided to cover the cost of "Five cadets, one instructor, and one chaperone for entry fee, meals, and awards," which MAY be reimbursed at a later date, IF funding is available.

Contact. Point of Contact for this event is Master Chief Youngblood (229) 307-1749 youngblood.mike.nsi@navyjrotc.org and/or LCDR Anthony Cowart (229) 378-1235 cowart.anthony.snsi@navyjrotc.org

//s// Anthony Cowart
LCDR, USN (RET)
Cairo NJROTC SNSI

**AREA 10 BRAIN BRAWL
ENTRY FORM**

School/Unit Name: _____

SNSI/NSI: _____

School/Unit Address: _____

Number of Teams (Sanctioned Meet): _____ x \$165 = _____

Number of Teams (Area 10 Championship) _____ x \$180 = _____

Number of Extra Meals: _____ x \$8 = _____

Total Due: _____

Make check payable to (Circle which event you are attending):

Bishop Kenny High School NJROTC - 17 January 2026
1055 Kingman Ave
Jacksonville, FL 32207

Cairo High School NJROTC – 8 November 2025
455 5th St SE
Cairo, GA 39828

Clay High School NJROTC – 31 January 2026
2025 FL-16
Green Cove Springs, FL 32043

Terry Parker High School NJROTC - 13 December 2025
3750 County Rd 220
Middleburg, FL 32068

Middleburg High School NJROTC (Championship) – 7 March 2026
3750 County Rd 220
Middleburg, FL 32068



10/2/25

Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Oakleaf High
Staff Requesting:	Jamie Willis, Department Head jamie.willis@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade ROTC N/A
Destination:	Ware County Shooting Complex New Mexico Ave Waycross Ga. 31503
Education Value	Team Building
FLDOE Standards/Benchmarks	NA
Field Trip Details: Start/End Date/Time	Starts: 9/20/2025 8:00:00 Ends: 9/20/2025 16:00:00
Overnight:	No
Out-Of-State:	Yes
Type of Transportation:	Rental
Charter Bus Company (if applicable):	NA
Legal Name of Approved Drivers (if applicable)	NA
Anticipated # of Students:	4
Cost Per Student and What it Covers:	37.5 Meals , and competition Fee
Anticipated # of Chaperones:	1
Cost Per Chaperone and What it Covers:	0 NA
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	3167
Blanket Request:	No
Schedule for Blanket Requests:	

(if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Jamie L. Willis</i> 9/9/2025 8:03:08
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here <i>9/10/25</i>
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here <i>9/10/25</i>
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here <i>9/15/25</i>

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <i>10/2/25</i>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



CAMDEN COUNTY HS NJROTC

6300 Laurel Island Parkway
Kingsland GA, 31548

July 31, 2025

CAMDEN COUNTY HSNJROTC STS 3P AIR RIFLE MATCH LOI

The Match will be held at Ware County Shooting Complex, 950 New Mexico Ave, Waycross, GA, 31503.

Date: 20 September 2025. The match will be shot on the Megalink Electronic Targets. Relays will begin at 9:00am, 10:45am, 12:30pm, and 2:15pm. If needed we can add a 4:00pm relay. Reminder the relay begin time is when the 1st record fire shot goes down range. Teams will be called to the line approximately 30 min prior to relay begin time. **Please be on time, relays WILL start on time!**

Sporter and Precision may fire in the same relay. Every attempt will be made to ensure that schools with multiple teams fire in the same relay unless specifically requested otherwise. You may enter individual shooters, and they will be squadded as necessary to accommodate team integrity.

Coaching: COACHING WILL BE PERMITTED FOR SPORTER CLASS SHOOTERS DURING THE PREPARATION PERIOD. I will attempt to separate the precision and sporter shooters in the range.

Teams: A team consists of four shooters. Teams will compete in either the sporter or precision categories. A shooter may only compete on one team.

Match: The course of fire is 3x10 IAW the 2024-2026 National Standard Three-Position Air Rifle Rules (Kneeling, Prone, Standing). Please review these rules. A copy is available on the CMP website. If prior to the match, you have any questions about the rules, please email or call. Athletes will not bring their equipment into the range until directed by the Range OIC. Once on the range athletes will take all commands from the Range OIC. As a reminder athletes must receive permission from a Range Official to leave the range. Do not expect to compete in silence. The spectators will be near the competitors and the scoreboards will create some excitement among coaches and observers. **The Ware County Shooting Complex is an amazing facility. In my opinion the best in the state of Georgia. We hope that you encourage families and friends to attend.**



Clay County District Schools Field Trip Request Form

16/2/25

School Requesting:	*HS* Orange Park High
Staff Requesting:	Michael Nesmith, Coach michael.nesmith@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Athletics Girls Basketball
Destination:	Tallahassee FL (Rickards HS) Panama City FL (Rutherford HS)
Education Value	N/A
FLDOE Standards/Benchmarks	N/A
Field Trip Details: Start/End Date/Time	Starts: 1/16/2026 14:00:00 Ends: 1/18/2026 15:00:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Rental from Enterprise
Charter Bus Company (if applicable):	N/A
Legal Name of Approved Drivers (if applicable)	Arinton Powell
Anticipated # of Students:	12
Cost Per Student and What it Covers:	0 No
Anticipated # of Chaperones:	5
Cost Per Chaperone and What it Covers:	0 No
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.
Budget Code/Course to Be Charged:	Internal Accounts (Girls Basketball 1107)
Blanket Request:	Yes
Schedule for Blanket Requests:	https://drive.google.com/open?id=1Td1kNDSETynhK-PV4zYj4LwUvmrl-

25

(if applicable)	rOw
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Michael Nesmith</i> 8/18/2025 10:44:50
Principal Signature and Date	Principal Signs Here Principal Inserts Date Here <i>[Signature]</i> 8/22/25
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here Assistant Superintendent Inserts Date Here <i>[Signature]</i> 8/26/25
Superintendent Signature and Date	Superintendent Signs Here Superintendent Inserts Date Here <i>[Signature]</i> 8/27/25

***District Use Only**

<input checked="" type="checkbox"/> ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>10/2/25</u>
<input type="checkbox"/> ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/> CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.



Orange Park Basketball Schedule (2025-26)

Mascot Raiders **Team** Varsity 2025-26 **Colors** Orange, White

Coach N/A **Address** 2300 Kingsley Ave, Orange Park, FL 32073

Overall 0-0 **District** 0-0

League 5A District 3 **Division** FL Class 5A



Record Breakdown

Home 0-0-0 **Away** 0-0-0 **Neutral** 0-0-0 **PF** 0 **PA** 0 **Win %** .000 **All-Time Strk**

Date	Opponent	Result
11/17	Bolles (Jacksonville, FL)	Preview Game
6:00p	Location: Orange Park High School	
11/18	@ Ponte Vedra (Ponte Vedra, FL)	Preview Game
7:30p	Location: Ponte Vedra High School	
11/20	Oakleaf (Orange Park, FL)	Preview Game
6:00p	Location: Orange Park High School	
11/21	Stanton (Jacksonville, FL)	Preview Game
6:00p	Location: Orange Park High School	
11/24	TBA **	
TBA	Game Details: 12th Annual Insider Exposure Thanksgiving Classic	
11/25	TBA **	
TBA	Game Details: 12th Annual Insider Exposure Thanksgiving Classic	
12/2	@ Nease (Ponte Vedra, FL)	Preview Game
7:30p	Location: Nease High School	
12/3	@ Ribault (Jacksonville, FL)	Preview Game
7:00p	Location: Ribault High School	
12/5	@ Bartram Trail (St. Johns, FL)	Preview Game
7:30p	Location: Bartram Trail High School	
12/9	Beachside (St. Johns, FL)	Preview Game
7:00p	Location: Orange Park High School	
12/11	@ Ridgeview (Orange Park, FL) *	Preview Game
7:00p	Location: Ridgeview High School	
12/12	@ Leon (Tallahassee, FL)	Preview Game
7:00p	Location: Leon High School	



16/2/25

Clay County District Schools Field Trip Request Form

School Requesting:	*HS* Ridgeview High
Staff Requesting:	Arnaldo Colón, Teacher arnaldo.colon@myoneclay.net
Grade Level and Subject/Program:	Multi-Grade Fine Arts, Band N/A
Destination:	West Orange High School, 1625 Beulah Rd, Winter Garden, FL 34787, and Universal Studios 6000 Universal Blvd, Orlando, FL 32819
Education Value	The students will have the opportunity to compete at the Florida marching band State Championships. Then they will be able to explore how music is used to create such an immersive experience at Universal Studios.
FLDOE Standards/Benchmarks	MU.912.S.2.1 - Apply the ability to memorize and internalize musical structure, accurate and expressive details, and processing skills to the creation to performance of music literature; MU.912.C.2.2 - Evaluate performance quality in recorded and/or live performances.
Field Trip Details: Start/End Date/Time	Starts: 11/8/2025 5:00:00 Ends: 11/9/2025 23:30:00
Overnight:	Yes
Out-Of-State:	No
Type of Transportation:	Charter Bus
Charter Bus Company (if applicable):	Annett Bus Lines
Legal Name of Approved Drivers (if applicable)	N/A
Anticipated # of Students:	95
Cost Per Student and What it Covers:	\$250 Transportation, Admission, Hotel
Anticipated # of Chaperones:	10
Cost Per Chaperone and What it Covers:	250 Transportation, Admission, Hotel
Volunteer Policy Awareness:	I am aware of this School Board Policy and will verify that all chaperones have the appropriate volunteer clearance.

Budget Code/Course to Be Charged:	2100
Blanket Request:	No
Schedule for Blanket Requests: (if applicable)	
I have reviewed the CCDS Field Trip Handbook and will abide by all guidance listed in the document, as well as all District and school policies.	Yes
Teacher Signature and Date	<i>Arnaldo Colón</i> 8/21/2025 9:15:23
Principal Signature and Date	Principal Signs Here <i>[Signature]</i> Principal Inserts Date Here 9/10/25
Assistant Superintendent Signature and Date	Assistant Superintendent Signs Here <i>[Signature]</i> Assistant Superintendent Inserts Date Here 9/10/25
Superintendent Signature and Date	Superintendent Signs Here <i>[Signature]</i> Superintendent Inserts Date Here 9/15/25

*District Use Only	
<input checked="" type="checkbox"/>	ADMINISTRATIVELY APPROVED: Pending School Board approval for next School Board meeting on (Date) <u>10/2/25</u>
<input type="checkbox"/>	ADMINISTRATIVELY APPROVED: Received too late for the upcoming School Board meeting on (Date) _____. Item will be placed on the following School Board meeting agenda for retroactive approval on (Date) _____.
<input type="checkbox"/>	CTE EVENT Event was Pre-Approved at the School Board meeting on (Date) _____.

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C8 - Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida

Description

As part of a collaborative effort to simultaneously improve PreK-12 education and teacher preparation, The University of North Florida and the School Board of Clay County, Florida agree cooperatively to provide two Resident Clinical Faculty to the Professional Development Schools Network during the 2025-2026 academic year. The program provides the District with an opportunity to implement effective collaborative organizational structures and ways of teaching and learning which will enhance student learning and link professional development with Pre K-12 student learning.

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

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

Gap Analysis

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

Previous Outcomes

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

Expected Outcomes

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

Strategic Plan Goal

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

Contact

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

Financial Impact

\$ 75,195.47 - 50% of the total salary and benefits funded by general funds

Review Comments

Attachments

DRAFT

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260011

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: 08/07/2025

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366966

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: University of North Florida

Contract Title: University of North Florida MOU w/ compensation: Resident Clinical Faculty for the Professional Dev Schools Network

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 240164

Contract Term: 1 Year

Renewal Option(s):

Contract Cost: 50% of salary for E0117045 & E0200787

UNF to pay \$75,195.47, CCDS to pay \$75,195.47

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100 6400130 9009 1240

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 6A-1.012 (11b) Government/Educational Institution
Review Date	
School Board Attorney JPS	Legally Sufficient.
Review Date 8/20/25	
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: Pending Signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

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

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

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

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

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

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

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

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

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

IMPORTANT

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

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

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

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

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

**2025-2026 ACADEMIC YEAR MEMORANDUM OF UNDERSTANDING
THE SCHOOL BOARD OF CLAY COUNTY AND
THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**

As part of a collaborative effort to simultaneously improve PreK-12 education and teacher preparation, The University of North Florida Board of Trustees, a public body corporate ("University of North Florida" or "University"), and the School Board of Clay County, Florida ("District") agree to cooperatively participate in providing two Resident Clinical Faculty ("RCF") to the Professional Development Schools Network during the 2025-2026 academic year. The program will provide the District with an opportunity to implement new organizational structures and ways of teaching and learning which will enhance student learning and link professional development with Pre K-12 student learning.

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

Based on the 9 Essentials for Professional Development Schools ("PDS") as outlined by the National Association for Professional Development Schools-now the National Association for School-University Partnerships, participation by the District and the University of North Florida will involve the following:

1. Resident Clinical Faculty: College of Education and Human Services personnel and officials designated by the District will collaboratively identify two experienced, exemplary District teachers to serve as Resident Clinical Faculty of the University for the 2025-2026 academic year.
 - a. During the 2025-2026 academic year, each selected Resident Clinical Faculty will hold the University title of Clinical Instructor, participate in a wide variety of innovative and reflective professional growth activities and action research, receive training in the areas of clinical supervision, coaching and various instructional strategies that are integrated into the University clinical experiences component, the District professional development component, and appropriate school improvement components of the district. The Resident Clinical Faculty will work to create and uphold a comprehensive mission for the Professional Development School and/or school university partnership schools that is broader in its outreach and scope than the mission of any partner and that furthers the education profession and its responsibility to advance equity within schools and, by potential extension, the broader community.
 - b. During the academic year, the Resident Clinical Faculty will assist teachers at the Professional Development Schools and/or school university partnership schools in implementing agreed upon instructional changes, assist with implementing school improvement plans and work with individual students and beginning teachers. During the fall and spring semesters, each Resident Clinical Faculty member will also supervise at least one cohort of teacher candidates and other university students assigned to the Professional Development School and/or school university partnership schools. The Resident Clinical Faculty will help facilitate a school-university culture committed to the preparation of future educators that embraces their active engagement in the school

community. The Resident Clinical Faculty will assist in the engagement in and public sharing of the results of deliberate investigations of practice by Professional Development School and/or school university partnership school teachers as well as University teacher candidates.

- c. Each Resident Clinical Faculty will remain a school district employee and not be an employee of the University. However, each Resident Clinical Faculty will adhere to all applicable University policies and rules. The University agrees to reimburse the District for one-half of the average teacher salary and benefits for each of the two Resident Clinical Faculty during the 2025-2026 contract year, Calculations for Resident Clinical Faculty, as set forth in **Exhibit A** attached hereto. It is understood that the Resident Clinical Faculty will work the same number of days as specified in their regular contract, but they may require a modified schedule due to differences in the University and district calendars. The modified schedule must be acceptable to both the University and District personnel office.
 - d. The program will be evaluated by the University and District staff to determine the impact on the University students, the College of Education and Human Services teacher preparation program, the Resident Clinical Faculty, students and teachers at the Professional Development Schools and/or school university partnership school, and the District. Results will be disseminated to the District and to all members of the project.
2. Substitute Teaching. UNF COEHS, the District, and Kelly Services agree to a substitute teaching initiative. At all times during which an Intern is serving as a substitute teacher, the District will ensure that the student is under contract with Kelly Services and being engaged and paid by Kelly Services. At no time during which the Intern is substitute teaching will the Intern be an employee of either the District or the University or be entitled to additional compensation by either the District or the University.

The parties acknowledge that the University is not a party to or a third party beneficiary of the Kelly Services, but that such substitute teaching may fulfill certain University curricular requirements.

3. Information Sharing: Student Records.

- a. With respect to information sharing set forth in **Exhibit B**, the Parties agree to the following:
 - i. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited Sections 1002.22, 1002.221 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 PII in student education records and information relevant to the purpose of this MOU.
 - ii. That for purposes of this MOU, each Party shall function as an agent of the other Party with regard to accessing student record information necessary for each Party's performance of its program and alignment of the programs to facilitate improving instruction and quality education. Each Party agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31 (FERPA): (a) Each Party is performing a service or function for which the other

Party would otherwise use its employees; (2) Each Party is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) each Party is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

- iii. That each Party shall use the PII received from the other Party in partnership in the legitimate educational interest of developing and administering predictive tests, and improving instruction of students, by reviewing the PII to identify best practices and effects on student outcomes, which students need supports and to modify those supports in response to data, aligned with the requirements listed in 34 C.F.R. section 99.31 of the Family Educational Rights and Privacy Act (FERPA). Each Party understands and agrees that the use of the PII shall only be for the express purposes set forth in this MOU, and no other use is authorized.
- b. With respect to PII within the student education records to be shared pursuant to the terms of this MOU, each Party to this MOU agrees to protect the rights of students and clients with respect to records created, maintained, and used by each Party in accordance with state and federal law. It is intended that parents/guardians, students and clients have the rights of access, challenge and privacy with respect to educational records and reports, and that there shall be strict adherence to all applicable laws and regulations pertaining to those rights. To effectuate compliance with legal requirements, the Parties agree to the following regarding the student information to be shared pursuant to this MOU:
 - i. The Parties hereby agree to share electronic student PII 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.
 - ii. The Parties acknowledge that, during the term of this MOU, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect confidential information received from the other Party in a manner that will not permit the personal identification of a child or his or her parent, including foster parent, 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.
 - iii. 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 MOU. Each Party shall deliver in writing its respective authorized representative(s), each of whom shall be only those person(s) who need the confidential information to perform their official duties in connection with the uses of the data authorized in this MOU and each Party's authorized representative(s) (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 MOU.
 - iv. Any use, disclosure, or re-disclosure of the confidential information provided by

each Party to the other Party not expressly permitted by this MOU 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 confidential information provided pursuant to this MOU. Notwithstanding the terms of this section, 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.

- v. 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 MOU.
- vi. Each Party represents to the other Party that each Party: (a) will take appropriate measures to bind each authorized representative of such Party to the requirements of this MOU, and (b) has adopted appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this MOU (including, in appropriate circumstances, termination of employment).
- vii. The confidential information of either Party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that Party. Neither Party shall possess nor assert any lien or other right against or to confidential information of the other Party.
- viii. Each Party agrees to report in writing within two (2) business days to the other Party any use, disclosure, or re-disclosure of confidential information not authorized by this MOU. Such report must identify: (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the data used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) 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; and
- ix. what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.
- x. The University agrees that the School shall have the right to review, prior to the University publishing any report or findings related to the study, in order for the School to verify proper techniques are used to avoid any unauthorized disclosure of PII (It being understood that the PII of students and parents/guardians are to be shared with each Party's authorized representative(s) for the limited purpose of conducting the study pursuant to this MOU, but that results of the study shall not be published in any manner that violates the privacy or confidentiality of the parents and students involved).

- xi. Upon the expiration or termination of this MOU, each Party shall, within sixty (60) days, destroy any and all records containing PII received from the other Party. Each Party shall send written notice to the other Party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this MOU.
4. FERPA. A copy of the MOU and the Addendum will be shared with the Chief Operating Officer of the Kelly Services. A written assurance from the Kelly Services that Kelly Services, in connection with an Intern's engagement as a substitute teacher, will comply, to the extent applicable, with FERPA, as more particularly provided in section 5(c) of the Agreement.
5. Term: Renewals. The term of this MOU commences on the Effective Date and expires July 31, 2026. Notwithstanding the foregoing, the Parties agree that the term of this MOU renewed and extended for five (4) additional one year renewal periods (with the last potential renewal expiring on September 30, 2028), unless both parties agree to a new or revised MOU to succeed this MOU or either Party provides ninety (90) days written notice to the other Party to terminate this MOU, with such termination date to be effective in ninety (90) days or such subsequent date specified in the notice. If this MOU is terminated for convenience as provided herein, both Parties will be relieved of all obligations under this MOU except for those obligations that expressly survive the expiration or termination of this MOU.
6. Default. In addition to the termination for convenience provisions set forth in section 5 Term Renewals, this MOU may be terminated upon an uncured event of default. Upon an event of default, the non-breaching Party shall send written notice to the breaching Party specifying the default. The breaching Party shall have ten (10) days to cure the default, and if the default cannot reasonably be cured within ten (10) days, the breaching Party shall initiate and diligently pursue the cure of the default until completion within thirty (30) days. If the default is not cured, then the non-breaching Party may immediately terminate this MOU upon written notice take such other action as may be necessary and appropriate to protect the interests of the affected parties.
7. No Fees. Neither Party shall be responsible for the payment of fees or expenses to the other Party for the performance of this MOU; it being understood that each Party shall be responsible for payment of its own respective costs (if any) to implement the provisions of this MOU.
8. Indemnification; Insurance. The University and the District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as waiver of sovereign immunity by the School or the University. Each Party certifies to the other Party that each such Party is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements.
9. No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU.

None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by a third parties in any manner arising out of this MOU.

10. Non-Discrimination. Each Party represents and warrants to the other Party that such Party does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with such Party's performance under the MOU on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the MOU.
11. Public Records. This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. University and District understand the broad nature of these laws and, as to matters covered by this Agreement, agree to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, University and District agree to:
- Keep and maintain public records required by the District or the University in order to meet its obligations hereunder.
 - Upon request from the District's or University's custodian of public records, provide the other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement to the extent District or University does not transfer the records to the other.

Upon completion of the Agreement, transfer, at no cost, to the other all public records in its possession or keep and maintain public records required by the other to meet its obligations hereunder. If it keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other, upon request of the other's custodian of public records, in a format that is compatible with the information technology systems of the other.

IF UNIVERSITY OR DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS AND PHONE NUMBER BELOW.

Jennifer Shepard
Director of School Improvement, Professional Learning, and Assessment 900 Walnut Street
Green Cove Springs, FL 32043 (904) 336-6950

Stephanie Howell
Office of the General Counsel 1 UNF Drive
Jacksonville, Florida 32224
(904) 620-1028

Dawn Posey
BAF Assistant Superintendent Business Affairs 900 Walnut Street
Green Cove Springs, FL 32043 (904) 336-6722

12. Insurance. The University is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes and administered by the State of Florida, Department of Financial Services. The University certifies that it maintains and agrees to continue to maintain during the term of this MOU, workers compensation, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the University, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. The University will convey a copy of its current Certificate of Coverage upon request. Nothing herein is intended to serve as a waiver of sovereign immunity or will be construed as consent by the University to be sued by third parties. The University shall insure that the District receives immediate notification of reduction in or cancellation of coverage.

The District certifies that it is self-insured pursuant to the provisions of 768.28, F.S., for tort liability in anticipation of any claim, which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and worker's compensation self-insurance supersedes any insurance obligation imposed on the District in the MOU. The District shall insure that University receives immediate notification of reduction in or cancellation of coverage.

13. Indemnification. The University and District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes.
14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the District or the University. Nothing herein shall be construed by District or the University to be sued by third parties for any matter arising out of or relating to this MOU.
15. Subcontractors. If University is permitted to subcontract any of the work set forth in the Agreement, University shall ensure that each subcontractor complies with all provisions of the Agreement. University will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the University must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any

subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the University represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the University.

16. Exhibits and Addenda. This Memorandum of Understanding includes and incorporates the terms of the "Addendum to Clay and UNF Memorandum of Understanding" a copy of which Addendum is attached hereto, as **Exhibit C**.

This Memorandum of Understanding shall take effect on the date of execution by all parties and shall terminate at the end of the 2025-2026 school year.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:

By:

David Broskie
Superintendent of Schools

Erin Skipper, Chairman
Office of Legal Services

THE UNIVERSITY OF NORTH FLORIDA, BOARD OF TRUSTEES

By:

By:

Scott Bennett, Interim Vice President
Administration and Finance

Jennifer Kane, Interim Dean
College of Education and Human Services

Exhibit A

Calculations for Resident Clinical Faculty

Calculations for Resident Clinical Faculty Salary

Benefits @ 33.66%

Retirement = 11.91%

FICA/Medicare = 7.65%

Health = 12.37%

Workers Compensation = 1.43%

Name of Employee	Salary	Benefits	Total Salary plus Benefits	50%
Kerri Bell	\$55,655.00	\$19,540.47	\$75,195.47	\$37,597.74
Shaundricka Medlock	\$55,655.00	\$19,540.47	\$75,195.47	\$37,597.47
				<u>\$75,195.47</u>

EXHIBIT B

SCOPE OF STUDY AND PII TO BE DISCLOSED

Purpose of Study: The purpose of the study is to develop, validate and administer predictive tests, improve instruction for grades K through 12, and assess programs that provide the best outcomes in order to duplicate and improve those results throughout Clay County.

UNF agrees to the following:

1. Individual information for District teachers, and students will never be released to anyone who is not directly involved in the evaluation of the specific program for which the data is being provided.
2. If Personal Identifying Information (PII) is included in the data files used for the analysis, it will be removed at the first possible step to ensure data files are anonymized.
3. Provide an analysis of the outcomes of the University's educator graduates by program in in the District unless it identifies individual teachers.
4. Data files will be destroyed or returned to the District upon the completion of the analysis.

The District agrees to the following:

1. Educational information necessary for the evaluation of the curricular program will be provided for the evaluation after discussion with the analyst.
 - a. Student growth scores: The Council for the Accreditation of Educator Preparation (CAEP) and the Florida Department of Education (FDOE) require UNF to report student growth scores for each completer employed in a Florida public P-12 school.
 - b. Teacher Evaluation Results: CAEP requires evidence of teaching effectiveness from multiple data sources, including classroom observation.
 - c. Tripod Survey responses (the MET project): CAEP requires evidence of teaching effectiveness from multiple data sources, including student survey response, for purposes of triangulation.
 - d. Employer satisfaction survey: CAEP and FDOE require feedback from employers on program preparation to be used for program enhancement.
 - e. Completer satisfaction survey: CAEP and FDOE require feedback from completers about their preparation for teaching.
 - f. Completters' achievements, such as promotion or awards: CAEP requires documentation of UNF completers' achievements as part of the overall quality assurance system.
 - g. Employment verification from District Charter Schools: FDOE calculates the percentage of graduates employed when scoring continued program approval. Charter schools are not currently included in FDOE's data files, so UNF requests an annual verification of UNF graduates employed in District Charter Schools.
 - h. De-identified student data collected by field and internship students as part of their Impact on Student Learning projects: CAEP and FDOE require evidence that candidates are prepared to assess and use data to improve student learning.
2. PII will be provided only at the level necessary for the accurate identification of participants in the program when needed.
3. The District's Office of Accountability and Assessment will work with the analyst at UNF to ensure only the information necessary for the analysis is shared and that the data provided is appropriately safeguarded.

Information to be Shared: Each Party shall only have access to the other Party's information on an as-needed basis for this MOU, and with "view only" access to the databases. The specific personally identifiable student information to be shared pursuant to this MOU is the following:

1. First name
2. Last name
3. District's School Name
4. Gender
5. Race
6. Disabilities - Y / N
7. Free and Reduced Lunch - Y / N
8. English as a second language - Y / N
9. Such other PII as the Parties reasonably determine is necessary to conduct the study contemplated by this MOU

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Exhibit C

Addendum to Clay/UNF Memorandum of Understanding (Professional Development Schools Program)

The University worked in collaboration with District personnel to select partnership schools for Fall 2025 and Spring 2026. There is an attached addendum for the elementary and secondary education levels to be included with the MOU. This will be approved by both the District and the University, identifying the school, the courses taught, the student selection process, and the scope of activities.

Elementary PDS and Partner Schools

Grove Park Elementary (PDS)
S. Bryan Jennings Elementary (Partner School)
W. E. Cherry (Partner School)

Possible Undergraduate Courses:

- EDE 4990 Final Internship
- EDG 3321 Elementary Field Experience I
- EDG 3322 Elementary Field Experience II
- EDG 4442 Elementary Field Experience III

Scope of Work: Shaundricka Medlock will serve as the Resident Clinical Faculty member for the Clay County Elementary PDS Grove Park Elementary. District/University established partner schools in the Grove Park "family" of schools includes W.E. Cherry Elementary and S. Bryan Jennings Elementary. Shaundricka Hope will serve as the liaison to UNF for the Elementary "family" of schools including but not limited to overseeing the field placements and course work at these schools.

Selection: Undergraduate teacher candidates are grouped into cohorts. Students will select to participate in a Clay County cohort. Each cohort is then assigned to the PDS or partner schools in the Elementary "family" of schools. The RCFs will work with each school's administration along with the UNF Director of Clinical Practice and Educational Partnerships to match teacher candidates with mentor teachers and also to determine which courses will be taught at which school.

Secondary PDS and Partner Schools:

Orange Park Junior High
Orange Park High

Possible Undergraduate Courses

- ESE4943: Student Internship
- EDF3945: Field Laboratory I
- EDF3946: Field Laboratory II

Scope of Work: Kerri Bell will serve as the Resident Clinical Faculty member for Orange Park High School and Orange Park Junior High. The RCF will provide instruction for students enrolled in courses as well as provide professional support, including but not limited to curricular planning and instruction, for and with the teachers, staff and administration OPHS.

Selection: Students will self-select for the co-requisite courses offered at the PDS and Partner Schools.

Students will be placed by the University and District at appropriate placements in the Clay “family” of schools.

Across the Clay County “Family” of PDS and Partner Schools

UNF piloted a Mentor Teacher Leader Academy in Fall 2021. If it should continue, Principals and RCFs recommend at least 1 participant per PDS and partner school. Recommended participants apply to the UNF Graduate School. UNF may support these students by paying for the tuition and fees for the five courses in the Teacher Leadership and Mentoring Graduate Certificate pending their acceptance in the UNF Graduate School. Participants may be responsible for some fees along with texts and any required class materials for each course.

Courses:

Coaching and Mentoring

Teacher Inquiry

Multicultural and Urban Education

Action Research for Teacher Leaders

Designing Curriculum and Facilitating Professional Learning for the Adult Learner

End of Document



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

Policy Number: GL-0261 General Liability
Certificate of Coverage

Name Insured: University of North 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, 2025

Expiration Date: July 1, 2026

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

DFS-D0-863

Effective 07/23

Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C9 - Request for Review or Reconsideration of Library Materials Appeals

Description

As outlined in the Board approved Clay County District Schools Challenged Materials Policy-Reconsideration or Review of Library Materials policy, 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.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

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. 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. All decisions of the School Board are final.

Strategic Plan Goal

N/A

Recommendation

That the School Board approve the attached list of appeals.

Contact

Dr. Cynthia Johnson cynthia.johnson@myoneclay.net

Financial Impact

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Review Comments

Attachments

DRAFT

Request for Review or Reconsideration of Library Materials Appeals

Appealed Title	Author	ISBN	Pre Challenge Grade Level/Band	Original Committee Review Results	Pre Appeal Grade Level/Band PAS: Parental Advisory Status	Review of Appeal Results
<i>A Swift Pure Cry</i>	Siobhan Dowd	9780385751087	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only	9-12	No longer in collection. Weeded due to circulation.
<i>Ellen Foster</i>	Kaye Gibbons	1565122054	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only
<i>Eon: Dragoneye Reborn</i>	Alison Goodman	9780142417119	7-12	No violation of Florida Statute, Remain in Collection Keep:HS Only	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only
<i>Flame In the Mist</i>	Renee Ahdieh	9780399171635	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only	9-12	No violation of Florida Statute, Remain in Collection Keep: HS Only Parental Advisory Status
<i>Gone (Wake Trilogy)</i>	Lisa McMann	9781416979180	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only
<i>The First State of Being</i>	Erin Entrada Kelly	978006337312	7-8	No violation of Florida Statute, Remain in Collection Keep:JH & HS Only	7-12	No violation of Florida Statute, Remain in Collection Keep:JH & HS Only
<i>Under Rose Tainted Skies</i>	Louise Gornall	9780544736511	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only	9-12	No violation of Florida Statute, Remain in Collection Keep:HS Only

*06/26/2025 School Board Meeting

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C10 - Proclamation for Red Ribbon Week

Description

The Red Ribbon Campaign® is the oldest and largest drug prevention program in the nation reaching millions of young people during Red Ribbon Week® each year. We celebrate Red Ribbon Week, October 23-31, to affirm our commitment to live drug free. We celebrate those who live without drugs as well as those who choose to leave drugs behind and live drug free. This week is designated to talk to our students about choosing a healthy lifestyle to include a healthy diet, staying active, coping strategies for stress, and choosing to live drug free. This year's theme is "Be Kind To Your Mind. Live Drug Free" The theme was chosen because it perfectly captures how all of us must do our individual parts to keep our communities safe, healthy and Drug-Free. The theme encourages everyone to use their voice to make a difference. All segments of the community, health care workers, police officers, educators, school bus drivers, parents... people just like you and me, are examples of what we can achieve through self-dedication, care and commitment. This year's theme is a reminder that everyday Americans across the country make significant daily contributions to their communities by being the best they can be because they live Drug-Free!

Gap Analysis

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

Previous Outcomes

Every year students are exposed to lessons surrounding the affects of drugs, alcohol, and making healthy lifestyle choices.

Expected Outcomes

Students will gain knowledge to assist them with making healthy lifestyle choices.

Strategic Plan Goal

Goal 4: Safe and Positive Learning Environment.

Recommendation

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

Contact

P. Kellie Guilfoyle, Director of Climate and Culture

Financial Impact

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Review Comments

Attachments

📎 [2025 Red Ribbon Week.pdf](#)

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

PROCLAMATION# 26-06



WHEREAS, alcohol and drug abuse has reached epidemic stages and it affects individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified prevention efforts by community members be launched to eliminate the demand for drugs and prevent drug abuse; and

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

WHEREAS, Red Ribbon Week will be celebrated in schools and communities across the nation on October 23-31; and

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

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

Duly adopted and approved by the School Board of Clay County, Florida, this 2nd day of October, 2025.

ATTEST:

David S. Broskie
Superintendent of Schools
Clay County, Florida

Erin Skipper, School Board Chair

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C11 - Proposed Allocation Changes for 2025-2026

Description

Staff allocation documents clarify how each school, district department and division is staffed for the 2025-2026 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

Ms. Dawn Posey, CPA, Assistant Superintendent for Business Affairs, (904) 336-6721, dawn.posey@myoneclay.net

Financial Impact

Reflected in attachment.

Review Comments

Attachments

④ [10.02.25 - 25-26 Allocation Summary \(1\).pdf](#)

PROPOSED CHANGES TO STAFF ALLOCATIONS 2025-2026 SUMMARY Board Meeting, October 02, 2025

School	Add	Delete	Allocation	Comment	Salary	Benefits	Total Cost
			2025-2026 ACTIONS				
			General Funds				
LAJ - 0481	2.0		LAJ Custodian	New building, additional space.	\$62,208	\$21,841	\$84,049
OLJ - 0611	2.0		OLJ Custodian	New building, additional space.	\$62,208	\$21,841	\$84,049
OPH - 0252		(0.4)	OPH Teacher, Reading, SH	Increase another teacher allocation from .6 to 1.0.	(\$19,560)	(\$6,868)	(\$26,428)
OPH - 0252	0.4		OPH Teacher, State SCR, Gr 9-12	Increase another teacher allocation from .6 to 1.0.	\$19,560	\$6,868	\$26,428
IT - 9040	1.0		Programmer/Analyst	Temporarily double-staff position from 10/6/25 -12/31/25 to allow training and transfer of institutional knowledge.	\$13,485	\$4,735	\$18,220
					\$137,901	\$48,417	\$186,318
			Federal Funds				
WES - 0491		(0.2)	WES In-School Suspension	Principal and employee request.	(\$4,048)	(\$1,421)	(\$5,469)
KHS - 0311		(0.1)	KHS Title I Assistant	Principal and employee request.	(\$2,024)	(\$711)	(\$2,735)
				TOTAL:	(\$6,072)	(\$2,132)	(\$8,204)

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C12 - Deletion of Certain Items Report - September, 2025

Description

The items listed have been surveyed by the Coordinator of Property Control, at the request of the Cost Center Property Manager, and the recommended disposition is noted. These items are either obsolete, unusable or beyond economical repair. These items should be removed from active inventory and disposed of in the manner indicated. Deletions are for property items received in the month of August, 2025.

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.

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 - September, 2025 as submitted.

Contact

Dawn Posey,
Assistant Superintendent for Business Affairs
(904)-336-6721
dawn.posey@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

- ☞ [Monthly Deletion Report - September 2025.pdf](#)
- ☞ [DELETION ANALYSIS Sept. 2025- 2026 - Sheet1.pdf](#)

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 09/30/2025

<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>
<u>LCTN</u> <u>0021</u> <u>GREEN COVE SPRINGS JUNIOR HIGH</u>							
Junk/Parts	21000098	COPIER: RICOH MP5055SP	Furniture, Fixtures & Equipment	12/01/2020	09/02/2025	4,680.00	0.00
						4,680.00	0.00
<u>LCTN</u> <u>0241</u> <u>W E CHERRY ELEMENTARY</u>							
Junk/Parts	15000992	COPIER: COLOR RICOH MPC5503	Furniture, Fixtures & Equipment	07/30/2015	09/02/2025	8,396.00	0.00
						8,396.00	0.00
<u>LCTN</u> <u>0252</u> <u>ORANGE PARK HIGH</u>							
Surplus Sale	00091351	MOWER: 60" ZERO RADIUS GRAVELY	Furniture, Fixtures & Equipment	10/12/2006	09/02/2025	7,311.75	0.00
						7,311.75	0.00
<u>LCTN</u> <u>0311</u> <u>KEYSTONE HEIGHTS JR/SR HIGH</u>							
Junk/Parts	00069498	IMAGE TRANSFER: MINI LAB TECHNO	Furniture, Fixtures & Equipment	09/13/2001	09/02/2025	1,064.65	0.00
Junk/Parts	15000499	PRINTER: STYLUS PRO EPSON SP78	Furniture, Fixtures & Equipment	10/23/2014	09/02/2025	1,444.26	0.00
Junk/Parts	23000169	PRINTER: FABRIC/TRANSFER DIREC	Furniture, Fixtures & Equipment	01/12/2023	09/02/2025	4,067.94	0.00
						6,576.85	0.00
<u>LCTN</u> <u>0341</u> <u>CLAY HIGH SCHOOL</u>							
Surplus Sale	00091397	TRACTOR: MASSEY FERGUSON 4WD	Furniture, Fixtures & Equipment	12/13/2007	09/02/2025	14,150.00	0.00
						14,150.00	0.00
<u>LCTN</u> <u>0391</u> <u>MIDDLEBURG HIGH</u>							
Surplus Sale	00097905	TRACTOR: MASSEY FERGUSON COMPA	Furniture, Fixtures & Equipment	11/13/2008	09/02/2025	14,545.00	0.00
Junk/Parts	18100352	LAPTOP: DELL LATITUDE 7389	Furniture, Fixtures & Equipment	02/20/2018	09/02/2025	1,219.97	0.00
						15,764.97	0.00
<u>LCTN</u> <u>0411</u> <u>CLAY HILL ELEMENTARY</u>							
Junk/Parts	12000439	MACHINE: BINDING-DFG ETITANCOI	Furniture, Fixtures & Equipment	05/24/2012	09/02/2025	1,204.98	0.00
Junk/Parts	16000062	COPIER: DIGITAL - RICOH MP6054	Furniture, Fixtures & Equipment	10/08/2015	09/02/2025	7,594.00	0.00
						8,798.98	0.00
<u>LCTN</u> <u>0431</u> <u>RIDGEVIEW HIGH SCHOOL</u>							
Junk/Parts	00072698	MODULE: RADIATION LABORATORY	Furniture, Fixtures & Equipment	02/24/2000	09/02/2025	1,519.25	0.00
Junk/Parts	00072723	SYSTEM: LIGHT	Furniture, Fixtures & Equipment	11/09/2000	09/02/2025	1,104.59	0.00
						2,623.84	0.00
<u>LCTN</u> <u>0521</u> <u>FLEMING ISLAND ELEMENTARY</u>							

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 09/30/2025

<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	15000447	C/M/K - DELL PRECISION T1700	Furniture,Fixtures & Equipment	09/11/2014	09/02/2025	0.00	0.00
						0.00	0.00
LCTN	0611	OAKLEAF JUNIOR HIGH					
Surplus Sale	00085289	VEHICLE: WORKMAN TORO UTILITY	Furniture,Fixtures & Equipment	08/10/2006	09/02/2025	6,722.00	0.00
						6,722.00	0.00
LCTN	0621	OAKLEAF VILLAGE ELEMENTARY					
Surplus Sale	00095675	VEHICLE: WORKMAN TORO UTILITY	Furniture,Fixtures & Equipment	07/24/2008	09/02/2025	6,000.43	0.00
						6,000.43	0.00
LCTN	0651	PLANTATION OAKS ELEMENTARY					
Junk/Parts	17000158	COPIER: RICOH MP2555SP	Furniture,Fixtures & Equipment	03/22/2017	09/02/2025	2,131.00	0.00
						2,131.00	0.00
LCTN	0661	OAKLEAF HIGH SCHOOL					
Junk/Parts	18000133	COPIER:COLOR W/PAPER FEED RICO	Furniture,Fixtures & Equipment	01/23/2018	09/02/2025	5,535.00	0.00
						5,535.00	0.00
LCTN	9006	DEPT OF ELEMENTARY EDUCATION					
Junk/Parts	22100040	LAPTOP: DELL LATITUDE 5520	Furniture,Fixtures & Equipment	02/04/2022	09/02/2025	1,108.29	0.00
						1,108.29	0.00
LCTN	9009	PROFESSIONAL DEVELOPMENT					
Junk/Parts	16000615	IMAC: APPLE 27 " Z0RT"	Furniture,Fixtures & Equipment	05/12/2016	09/02/2025	1,998.00	0.00
						1,998.00	0.00
LCTN	9015	READING AND EARLY LITERACY					
Junk/Parts	20100081	LAPTOP: DELL LATITUDE 5530	Furniture,Fixtures & Equipment	08/11/2020	09/02/2025	1,798.09	0.00
						1,798.09	0.00
LCTN	9020	OPERATIONS					
Junk/Parts	18100483	LAPTOP: DELL LATITUDE 7390	Furniture,Fixtures & Equipment	06/19/2018	09/02/2025	1,219.97	0.00
						1,219.97	0.00
LCTN	9021	MAINTENANCE DEPARTMENT					
Junk/Parts	00042079	CABLE LOCATOR: DYNATEL	Furniture,Fixtures & Equipment	07/11/1990	09/02/2025	2,649.00	0.00
Junk/Parts	00056080	WASHER PRESSURE: (AMERICLEAN	Furniture,Fixtures & Equipment	07/13/1994	09/02/2025	2,647.00	0.00

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 09/30/2025

<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	00071793	PAINT STRIPPER (GRACO 231-56	Furniture,Fixtures & Equipment	04/27/2000	09/02/2025	3,199.00	0.00
Junk/Parts	00087171	PRESSURE WASHER 4000PSI W/HOND	Furniture,Fixtures & Equipment	02/09/2006	09/02/2025	1,495.00	0.00
Junk/Parts	10000044	LINE STRIPER - TITAN 2800M	Furniture,Fixtures & Equipment	10/22/2009	09/02/2025	4,239.00	0.00
Junk/Parts	19100007	LAPTOP: DELL PRECISION 5530	Furniture,Fixtures & Equipment	10/11/2018	09/02/2025	1,795.84	0.00
						16,024.84	0.00
<u>LCTN</u> 9023 FACILITY PLANNING & CONSTRUCT							
Junk/Parts	21100032	LAPTOP: DELL LATITUDE 5520	Furniture,Fixtures & Equipment	08/04/2021	09/02/2025	1,063.25	0.00
						1,063.25	0.00
<u>LCTN</u> 9060 HUMAN RESOURCES							
Junk/Parts	00094051	MODULE: DESK/CREDENZA/BRIDGE -	Furniture,Fixtures & Equipment	06/28/2007	09/02/2025	1,718.62	0.00
						1,718.62	0.00
<u>LCTN</u> 9110 FOOD & NUTRITION SERVICES							
Junk/Parts	18100357	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	09/02/2025	1,219.97	0.00
Junk/Parts	18100315	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	09/02/2025	1,219.97	0.00
Junk/Parts	18100325	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	09/02/2025	1,219.97	0.00
						3,659.91	0.00
Total Furniture 117,281.79						Totals for Deletion Report 117,281.79 0.00	
Total Vehicles		Total Audio Visual		Total Software			
0.00		0.00		0.00			

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)

Monthly Deletion Analysis / SEPTEMBER 2025 2026

Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
GCJ - 0021	21000098	COPIER:RICOH MP5055SP / BROKEN	D1
WEC - 0241	15000992	COPIER: COLOR RICOH MPC5503 / BROKEN	D1
OPH - 0252	00091351	MOWER: 60" ZERO RADIUS GRAVELY / BROKEN	D5
KHH - 0311	15000499	PRINTER: STYLUS PRO EPSON SP78 / BROKEN	D1
	00069498	IMAGE TRANSFER:MINI LAB TECHNO / BROKEN	D1
	23000169	PRINTER: FABRIC/TRANSFER DIREC / BROKEN	D1
CHS - 0341	00091397	TRACTOR: MASSEY FERGUSON 4WD / BROKEN	D5
MHS - 0391	00097905	TRACTOR: MASSEY FERGUSON CO / BROKEN	D5
	18100352	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1
CHE - 0411	12000439	MACHINE: BINDING-DFG ETITANCOI / BROKEN	D1
	16000062	COPIER: DIGITAL - RICOH MP6054	D1
RHS - 0431	00072723	SYSTEM: LIGHT / BROKEN	D1
	00072698	MODULE:RADIATION LABORATORY / BROKEN	D1
FIE - 0521	15000447	C/M/K - DELL PRECISION T1700 / BROKEN	D1
OLJ - 0611	00085289	VEHICLE: WORKMAN TORO UTILITY / BROKEN	D5
OVE - 0621	00095675	VEHICLE: WORKMAN TORO UTILITY / BROKEN	D5
POE - 0651	17000158	COPIER: RICOH MP2555SP / BROKEN	D1
OHS - 0661	18000133	COPIER:COLOR W/PAPER FEED RICO BROKEN	D1
ELE ED - 9006	22100040	LAPTOP: DELL LATITUDE 5520 / BROKEN	D1
PROFESSIONAL DEVE - 9009	16000615	IMAC: APPLE 27 " Z0RT" / BROKEN	D1
READING 9015	20100081	LAPTOP: DELL LATITUDE 5530 / BROKEN	D1
OPERATION - 9020	18100483	LAPTOP: DELL LATITUDE 7390 / BROKEN	D1
MAINTENANCE - 9021	00042079	CABLE LOCATOR: DYNATEL / OBSOLETE	D1
	00056080	WASHER PRESSURE / BROKEN	D1
	00071793	PAINT STRIPPER (GRACO 231-56 / BROKEN	D1
	00087171	PRESSURE WASHER 4000PSI W/HONDA / BROKEN	D1
	19100007	LAPTOP: DELL PRECISION 5530 / BROKEN	D1
	10000044	LINE STRIPER - TITAN 2800M / BROKEN	D1
FACILITIES - 9023	21100032	LAPTOP: DELL LATITUDE 5520 / BROKEN	D1
HR - 9060	00094051	MODULE: DESK/CREDENZA/BRIDGE / BROKEN	D1
FOOD SERVICE - 9110	18100325	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1
	18100357	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1

Monthly Deletion Analysis / SEPTEMBER 2025 2026			
Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
	18100315	LAPTOP: DELL LATITUDE 7389 / BROKEN	D1

D1 = PARTED OUT/JUNK

D5 = SURPLUS SALES

DRAFT

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C13 - BID Renewal

Description

Renew BID as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Generator Maintenance Services – County Wide 22-MA-320: Contract Period is January 1, 2026 through December 31, 2028. The contract period is for three (3) years and is the final renewal option.

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products and/or services to ensure our students and staff receive the products and/or services 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 contracts were awarded.

Strategic Plan Goal

Goal 5; Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

Recommendation

Extend renewal as follows:

- a. Generator Maintenance Services – County Wide 22-MA-320:
-Szoke Power Systems Inc, PO Box 8897, Fleming Island, FL 32003

Contact

Ms. Dawn Posey, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: dawn.posey@myoneclay.net

Financial Impact

a. Generator Maintenance Services – County Wide 22-MA-320: The total estimated expenditure for the three (3) year contract renewal is \$255,000. Estimated annual spend of \$85,000 for 2025-26, \$85,000 for 2026-27, and \$85,000 for 2027-28 from General Revenue.

Review Comments

Attachments

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C14 - Substantial and Final Completion of Oakleaf Village Elementary School Safety & Security: Emergency Communications

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on May 23, 2025, and final completion on September 4, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - OVE Emergency Communications](#)



School District of Clay County

Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Safety & Security: Emergency Communications

School: Oakleaf Village Elementary

CCDS Project Number: C-30-24/25

OEIS Project Number: _____

Project Architect: N/A

Project Contractor: Audio Enhancement

Date of Substantial Completion: 5/23/25

[Signature]
Signature: Contractor

Date: 5/23/25

N/A
Signature: Architect/Engineer

Date: N/A

[Signature]
Signature: Project Manager (CCDS)

Date: 5/23/25



School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Safety and Security - Emergency Communications

School: Oakleaf Village Elementary


CCDS Project Number: C-30-24/25

OEFIS Project Number:

Project Architect: N/A

Project Contractor: Audio Enhancement

Date of Final Completion: 9/4/25


Signature: Contractor


Date : 9/4/25


Signature: Architect/Engineer

Date: 


Signature: CCDS Project Manager

Date: 9/4/25


Signature: Code Enforcement

Date: 

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C15 - Substantial and Final Completion of Plantation Oaks Elementary School Safety & Security: Emergency Communications

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on August 27, 2025, and final completion on September 4, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

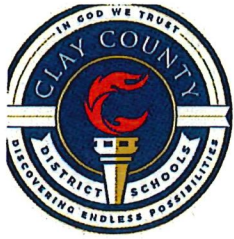
Lance Addison, Director of Facility Planning and Construction, (904) 336-6852, lance.addison@myoneclay.net

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - POE Emergency Communications](#)



School District of Clay County Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Safety & Security: Emergency Communications

School: Plantation Oaks Elementary


CCDS Project Number: C-29-24/25

OEFIS Project Number:

Project Architect: N/A

Project Contractor: Audio Enhancement


Date of Substantial
Completion: 8/27/25


Signature: Contractor

Date: 8/27/25


Signature: Architect/Engineer

Date: 


Signature: Project Manager (CCDS)

Date: 8/27/25



School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Safety and Security - Emergency Communications

School: Plantation Oaks Elementary

CCDS Project Number: C-29-24/25

OEFIS Project Number:

Project Architect: N/A

Project Contractor: Audio Enhancement

Date of Final Completion: 9/4/25

Signature: Contractor

Date : 9/4/25

Signature: Architect/Engineer

Date:

Signature: CCDS Project Manager

Date: 9/4/25

Signature: Code Enforcement

Date:

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C16 - Substantial and Final Completion of Discovery Oaks Elementary School Safety & Security: Emergency Communications

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on July 16, 2025, and final completion on September 4, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - DOE Emergency Communications](#)



School District of Clay County

Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Safety & Security: Emergency Communications

School: Discovery Oaks Elementary

CCDS Project Number: C-28-24/25

OEFS Project Number:

Project Architect: N/A

Project Contractor: Audio Enhancement


Date of Substantial
Completion: 7/16/25


Signature: Contractor

Date: 7/16/25


Signature: Architect/Engineer

Date: 


Signature: Project Manager (CCDS)

Date: 7/16/25



School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Safety and Security - Emergency Communications

School: Discovery Oaks Elementary

CCDS Project Number: C-28-24/25

OEFIS Project Number:

Project Architect: N/A

Project Contractor: Audio Enhancement

Date of Final Completion: 9/4/25

Signature: Contractor

Date : 9/4/25

Signature: Architect/Engineer

Date: n/a

Signature: CCDS Project Manager

Date: 9/4/25

Signature: Code Enforcement

Date: 09/08/2025

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C17 - Substantial and Final Completion of Green Cove Springs Junior High School CTE Lab Upgrades

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on July 31, 2025, and final completion on August 30, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - GCJ CTE Lab Upgrades](#)



School District of Clay County

Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: CTE Lab Upgrade

School: Green Cove Springs Junior High


CCDS Project Number: C-16-24/25

OEFIS Project Number:

Project Architect: David Shively, Bhide & Hall Architects

Project Contractor: Premier American Construction

Date of Substantial
Completion: 7/31/25


Signature: Contractor

Date: 7/31/25


Signature: Architect/Engineer

Date: 7/31/25


Signature: Project Manager

Date: 7/31/25



School District of Clay County Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: CTE Lab Upgrade
School: Green Cove Springs Junior High
CCDS Project Number: C-16-24/25
OEFIS Project Number:
Project Architect: David Shively, Bhide & Hall Architects
Project Contractor: Premier American Construction
Date of Final Completion: 8/30/25

Signature: Contractor

Date : 9/4/25

Signature: Architect/Engineer

Date: 9/4/25

Signature: CCDS Project Manager

Date: 9/4/25

Signature: Code Enforcement

Date: 09/08/2025

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C18 - Coppergate Elementary School HVAC Repair/Replacement Contract Award

Description

The Coppergate Elementary School HVAC Repair/Replacement project was listed and approved by the School Board as part of the 2025/26 Educational Facilities Plan (EFP). The district will be utilizing the DCPS RFP N 08/19 –TW –HVAC Maintenance Bid. Per School Board policy, contracts over \$500,000.00 must be approved by the School Board of Clay County; therefore, this contract is being presented for approval.

Gap Analysis

Coppergate Elementary School is in need of HVAC Repair/Replacement.

Previous Outcomes

N/A

Expected Outcomes

Upon approval by the Board, we expect the awarded vendor to provide quality construction services as specified for the Coppergate Elementary School HVAC Repair/Replacement.

Strategic Plan Goal

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

Recommendation

Award the contract to Trane U.S., Inc. using the DCPS RFP N 08/19 –TW – HVAC Maintenance Bid in the amount of \$647,369.36.

Contact

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

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

Financial Impact

The contract amount of \$647,369.36 is available in the Educational Facilities Plan.

Review Comments

Attachments

🔗 [Contract for CGE HVAC Repair Replacement](#)



Trane Turnkey Proposal

CCSB Coppergate ES Chiller Replacement 2026

Proposal is valid for 30 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

Prepared For:

Josh Goff

Date:

August 18, 2025

Job Name:

CCSB Coppergate ES Chiller Replacement 2026

Proposal ID:

8331770-2

Delivery Terms:

Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:

Net 30

State Contractor License Number:

CM-C1249843

Proposal Expiration Date:

30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Josh Goff and based on the site surveys performed.

Turnkey Installation of HVAC Equipment

- Provide pre- and post- Test & Balance for two (2) chillers
- Demo two (2) existing chillers
- Install two (2) owner-provided chillers

Mechanical Installation

- Disconnect piping to existing chillers, demo and dispose of off-site
- Install (2) new 130-ton Chillers (owner-provided, not included in this proposal)
- Fabricate and install CHW piping including temperature gauges, thermometers and controls wells, isolation valves, and strainers
- Fill and vent piping and leak check
- Insulate new piping with foam glass insulation (aluminum metal jacket)
- Trane Factory Start up included
- Remove job generated debris from site
- Mechanical permit and permit fees included

Electrical Installation

- Disconnect electrical power from existing chillers and make safe for removal
- Replace breakers and/or conductors if needed to power new chillers
- Provide and install new stainless steel disconnects for two (2) chillers
- Provide and install new surge protection and power filtering devices for two (2) chillers
- Connect power to new chillers
- Ensure proper rotation
- Electrical permit and permit fees included

Building Automation System Scope

- Disconnect existing control wiring from existing chillers and save for reuse.
- Reconnect controls wiring to new chillers and land appropriate wiring for start/stop and status control
- Ensure proper controls communications and operation
- All existing controllers, sensors, cabinets, conduit, wiring, etc... will be reused

Proposal Notes/ Clarifications

- **Payment and Performance Bond is included**
- **This proposal does NOT include temporary HVAC or chilled water generation.**
- **This proposal does not include water treatment.**
- Price is valid for 30 Days
- 25% of the contract amount will be billed at the beginning of the job for equipment release and mobilization.
- Please expect progress billings for projects lasting more than one month.
- **This proposal does not include engineering or engineered plans.**
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- 1-year workmanship warranty on all installed materials is included
- **Asbestos or hazardous material abatement removal shall be performed by customer**
- This proposal does not include anything NOT mentioned in the scope above



Pricing and Acceptance

Attn: Josh Goff
School Board of Clay County
814 Walnut St
Green Cove Springs, FL 32043-3204

Site Address:
Coppergate Elementary School
3460 Copper Colts Ct
Middleburg, FL 32068

Price

BASE SCOPE

Total Net Price (including all applicable taxes) \$199,650.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Bid Bond
- Guarantee of any energy, operational, or other savings
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Boone Lewis

Trane U.S. Inc.
Cell Phone (904) 402-4918
Office Phone: (904) 363-6088
Boone.lewis@tranetechnologies.com

ACCEPTANCE

This proposal is prepared in compliance with the DCPS RFP N08/19-TW- HVAC Maintenance contract. Addendum A CCSB District purchase order terms and conditional apply

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Boone Lewis	Cell: (904) 402-4918 Office: (904) 363-6088 Proposal Date: August 18, 2025
CUSTOMER ACCEPTANCE School Board of Clay County	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH**

CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

27. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

28. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

29. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

30. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement. In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.

2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0325)
Supersedes 1-26.251-10(0225)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

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"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:
- 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.
 - 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.
 - 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.
 - Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.
20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: JOSHUA GOFF
School/Department Name: FPC
Mailing Address: 925 CUNTER ST., GCS, FL 32043
Phone #: 904-336-0128 Email Address: joshua.goff@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

CONTRACTOR

By: _____
Print Name: _____
Title: _____
Date: _____

By:

* Joe Follenweider
<small>Digitally signed by * Joe Follenweider Date: 2021.05.08 12:24:56 -0400</small>

Print Name: Joe Follenweider
Title: General Sales Manager
Date: 5/6/2021

NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD** ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any **ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES** incurred due to or in connection with any Communicable Diseases, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant/Vendor/Volunteer/Parent Signature

Date

Printed Name

Name of each minor child for whom this Release applies, if applicable:

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Trane U.S. Inc.

Signature of Authorized Representative: * Joe Follenweider Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:25:13 -04'00'

Printed Name of Authorized Representative: Joe Follenweider

Title of Authorized Representative: General Sales Manager

Date: 5/6/2021

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:

Trane U.S. Inc

Signature of Authorized Representative:

* Joe Follenweider

Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:25:39 -04'00'

Print Name of Authorized Representative:

Joe Follenweider

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Trane U.S. Inc

Joe Follenweider

Printed Name

Signature: _____

 **Joe Follenweider**
Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:25:55 -04'00'

General Sales Manager

Title of Authorized Representative

Date: 5/6/2021

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)

General Sales Manager
(Title)

 **Follenweider**
Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:26:15 -0400
(Signature)

5/6/2021
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (INSERT NAME Joe Follenweider). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.


- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- 3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- 4) (INSERT NAME OF COMPANY Trane U.S. Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Trane U.S. Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)


(Signature)

Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:26:28 -04'00'

General Sales Manager
(Title)

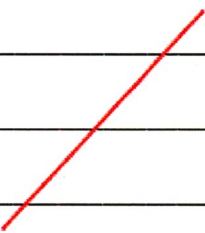

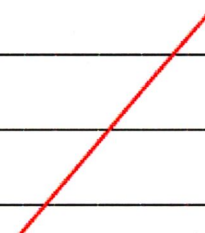
5/6/2021
(Date)

Exhibit # 2 (e)

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

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


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

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

Check one of the following and sign:

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

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


Follenweider
Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:26:46 -04'00'

Signature

Trane U.S. Inc.

Company Name



TRANE

Proposal

Proposal is valid for 30 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: Clay County School Board
Attn: Josh Goff

Date: August 18, 2025

Job Name:
CCSB Coppergate ES Chiller Replacement

Proposal Number: 8331770-2
Opportunity ID: 8331770

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

BASE SCOPE

Item	Tag(s)	Qty	Description	Model Number
A1	CH-1, CH-2	2	115-500 Ton Air-Cooled Sintesis Chiller	RTAF130

Product Data - RTAF

Item: A1 Qty: 2 Tag(s): CH-1, CH-2

RTAF air-cooled screw chiller
Unit startup by Trane
130 nominal tons
460V/60Hz/3 phase
High efficiency
UL listed to US and Canadian safety std
ASME pressure vessel code
Refrigerant charge R-513A
AHRI certified
ASHRAE 90.1 all versions up to 2016
High Humidity Insulation
Grooved pipe
Factory installed flow switch water- 45 cm/s
Factory Coated Long Life Alloy Aluminum Coils
Variable speed fans
Variable speed compressors
Single point unit power connection
Circuit breaker – high fault
115V Convenience outlet
BACnet interface
Architectural louvered panels
Elastomeric isolators
10 Years Parts / Labor / Refrigerant Warranty

Pricing and Acceptance

Attn: Josh Goff
School Board of Clay County
814 Walnut St
Green Cove Springs, FL 32043-3204

Site Address:
Coppergate Elementary School
3460 Copper Colts Ct
Middleburg, FL 32068

Equipment Price	\$ 422,306.00
Tax	\$ 25,413.36
Total Net Price	\$ 447,719.36

ACCEPTANCE

This proposal is prepared in compliance with the DCPS RFP N08/19-TW- HVAC Maintenance contract. Addendum A CCSB District purchase order terms and conditional apply.

We value the confidence you have placed in Trane and look forward to working with you.

Sincerely,

Boone Lewis

Trane U.S. Inc.

8332 Cypress Plaza Dr, Suite 120
Jacksonville, FL 32256
Office Phone: (904) 363-6088

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
9. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
10. **Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer,

- or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
 5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
 6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
 7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
 8. Information Security Contact. Trane's information security contact is Local Sales Office.
 9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
 10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
 11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
 12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
 13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
 14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
 15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

DRAFT



"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:
- 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.
 - 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.
 - 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.
 - Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - 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)	*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, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: JOSHUA GOFF

School/Department Name: FPC

Mailing Address: 925 CONTELL STRIDER, GCS., FC 32043

Phone #: 904-336-0128 Email Address: joshua.goff@myouccar.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By: * Joe Follenweider Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:24:56 -0400

Print Name: Joe Follenweider

Title: General Sales Manager

Date: 5/6/2021

NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD** ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant/Vendor/Volunteer/Parent Signature

Date

Printed Name

Name of each minor child for whom this Release applies, if applicable:

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Trane U.S. Inc.

Signature of Authorized Representative: _____

* Joe Follenweider
Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:25:13 -04'00'

Printed Name of Authorized Representative: Joe Follenweider

Title of Authorized Representative: General Sales Manager

Date: 5/6/2021

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:

Trane U.S. Inc

Signature of Authorized Representative:

* Joe Follenweider Digitally signed by * Joe Follenweider
Date: 2021.05.05 12:25:39 -04'00'

Print Name of Authorized Representative:

Joe Follenweider

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Trane U.S. Inc

Joe Follenweider

Printed Name

Signature:

 Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:25:55 -04'00'

General Sales Manager

Title of Authorized Representative

Date: 5/6/2021

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)

General Sales Manager
(Title)

 **Follenweider**
(Signature)
Digitally signed by "Joe Follenweider"
Date: 2021.05.06 12:26:15 -0400

5/6/2021
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (INSERT NAME Joe Follenweider). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.


- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- 3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- 4) (INSERT NAME OF COMPANY Trane U.S. Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Trane U.S. Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)


(Signature)

Digitally signed by "Joe Follenweider"
Date: 2021.05.05 12:26:28 -04'00'

General Sales Manager
(Title)

5/6/2021
(Date)

Exhibit # 2 (e)

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

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


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

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Check one of the following and sign:

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

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

 Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:26:46 -04'00'

Signature

Trane U.S. Inc.

Company Name

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C19 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Shadowlawn Elementary School Fire Alarm Repair/Replacement

Description

Each phase, or a combination of phases, is submitted to the School Board for review and approval. The plans have received staff review and are complete to schematic/preliminary/final (phase I, II, & III) stage.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Schematic, preliminary, and final plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

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

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Shadowlawn Elementary School Fire Alarm Repair/Replacement.

Contact

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

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

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$450,000.00.

Review Comments

Attachments

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C20 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Doctors Inlet Elementary School Fire Alarm Repair/Replacement

Description

Each phase, or a combination of phases, is submitted to the School Board for review and approval. The plans have received staff review and are complete to schematic/preliminary/final (phase I, II, & III) stage.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Schematic, preliminary, and final plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

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

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Doctors Inlet Elementary School Fire Alarm Repair/Replacement.

Contact

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

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

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$720,000.00.

Review Comments**Attachments**

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C21 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Ridgeview High School Fire Alarm Repair/Replacement

Description

Each phase, or a combination of phases, is submitted to the School Board for review and approval. The plans have received staff review and are complete to schematic/preliminary/final (phase I, II, & III) stage.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Schematic, preliminary, and final plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

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

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Ridgeview High School Fire Alarm Repair/Replacement.

Contact

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

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

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$900,000.00.

Review Comments**Attachments**

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C22 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Fleming Island High School Fire Alarm Repair/Replacement

Description

Each phase, or a combination of phases, is submitted to the School Board for review and approval. The plans have received staff review and are complete to schematic/preliminary/final (phase I, II, & III) stage.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Schematic, preliminary, and final plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

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

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Fleming Island High School Fire Alarm Repair/Replacement.

Contact

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

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

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$720,000.00.

Review Comments

Attachments

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C23 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Oakleaf High School Fire Alarm Repair/Replacement

Description

Each phase, or a combination of phases, is submitted to the School Board for review and approval. The plans have received staff review and are complete to schematic/preliminary/final (phase I, II, & III) stage.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Schematic, preliminary, and final plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

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

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Oakleaf High School Fire Alarm Repair/Replacement.

Contact

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

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

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$720,000.00.

Review Comments

Attachments

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C24 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Ridgeview High School Roof Repair/Replacement

Description

Each phase, or a combination of phases, is submitted to the School Board for review and approval. The plans have received staff review and are complete to schematic/preliminary/final (phase I, II, & III) stage.

Gap Analysis

N/A

Previous Outcomes

Individual departments have the opportunity to express needs during plan review in order to design a project that will meet user's expectations.

Expected Outcomes

Schematic, preliminary, and final plan review allows for participation from a variety of departments to ensure any program changes are incorporated into the design.

Strategic Plan Goal

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

Recommendation

Approve Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for Ridgeview High School Roof Repair/Replacement.

Contact

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

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

Financial Impact

As budgeted in the Educational Facilities Plan. The architect's estimated construction cost is \$400,000.00.

Review Comments

Attachments

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C25 - Substantial and Final Completion of Tynes Elementary School HVAC Repair/Replacement

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on September 11, 2025, and final completion on _____, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C26 - Substantial and Final Completion of Plantation Oaks Elementary School Fire Alarm Repair/Replacement

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on August 4, 2025, and final completion on September 4, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - POE Fire Alarm](#)

Clay County District Schools Certificate of Substatntial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Plantation Oaks Elementary School - Fire Alarm Repair/Replacement

School: Plantation Oaks Elementary School

SDCC Project Number: C-22-24/25

OEFIS Project Number: 4932-1

Project Architect/Engineer: Haddad Engineering, Inc.

Project Contractor: T&M Electric of Clay County, LLC.

Date of Substantial Completion: 8/4/2025

Jerry Anderson
Signature: Contractor

Date: 8/4/2025

Namir Haddad
Signature: Architect/Engineer

Date: 8/4/2025

Greg Giuffre *Greg Giuffre*
Signature: Project Manager -C.C.D.S

Date: 8/4/2025

Clay County District Schools Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Plantation Oaks Elementary School - Fire Alarm Repair/Replacement

School: Plantation Oaks Elementary School

SDCC Project Number: C-22-24/25

OEFS Project Number: 4932-1

Project Architect/Engineer: Haddad Engineering Inc.

Project Contractor: T&M Electric of Clay County, LLC

Date of Final Completion: 9/4/2025

Jerry Anderson
Signature: Contractor

Date: 9/4/2025

Namir Haddad
Signature: Architect/Engineer

Date: 9/4/2025

Greg Giuffre *Greg Giuffre*
Signature: Project Manager

Date: 9/4/2025

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C27 - Substantial and Final Completion of Tynes Elementary School Fire Alarm Repair/Replacement

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on August 6, 2025, and final completion on September 6, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - TES Fire Alarm](#)

Clay County District Schools Certificate of Substatntial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Tynes Elementary School - Fire Alarm Repair/Replacement

School: Tynes Elementary School

SDCC Project Number: C-20-24/25

OEFIS Project Number: 4930-1

Project Architect/Engineer: Haddad Engineering, Inc.

Project Contractor: T&M Electric of Clay County, LLC.

Date of Substantial Completion: 8/6/2025

Jerry Anderson
Signature: Contractor

Date: 8/6/2025

Namir Haddad
Signature: Architect/Engineer

Date: 8/6/2025

Greg Giuffre *[Signature]*
Signature: Project Manager - C.C.D.S

Date: 8/6/2025

Clay County District Schools Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Tynes Elementary School - Fire Alarm Repair/Replacement

School: Tynes Elementary School

SDCC Project Number: C-20-24/25

OEFS Project Number: N/A

Project Architect/Engineer: Haddad Engineering Inc.

Project Contractor: T&M Electric of Clay County, LLC

Date of Final Completion: 9/6/2025

Jerry Anderson
Signature: Contractor

Date: 9/6/2025

Namir Haddad
Signature: Architect/Engineer

Date: 9/6/2025

Greg Giuffre
Signature: Project Manager

Date: 9/6/2025

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C28 - Substantial and Final Completion of Oakleaf Village Elementary School Fire Alarm Repair/Replacement

Description

Establish a substantial completion and final completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the project manager and project architect/project contractor, has reached substantial completion on August 5, 2025, and final completion on September 5, 2025, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial and Final Completion.

Contact

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

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

Financial Impact

None.

Review Comments**Attachments**

- 🔗 [Certificate of Substantial and Final Completion - OVE Fire Alarm](#)

Clay County District Schools Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Oakleaf Village Elementary School - Fire Alarm Repair/Replacement

School: Oakleaf Village Elementary School

SDCC Project Number: C-21-24/25

OEFIS Project Number: 4931-1

Project Architect/Engineer: Haddad Engineering, Inc.

Project Contractor: T&M Electric of Clay County, LLC.

Date of Substantial Completion: 8/5/2025

Jerry Anderson
Signature: Contractor

Date: 8/5/2025

Namir Haddad
Signature: Architect/Engineer

Date: 8/5/2025

Greg Giuffre
Signature: Project Manager - C.C.D.S

Date: 8/5/2025

Clay County District Schools Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Oakleaf Village Elementary School - Fire Alarm Repair/Replacement

School: Oakleaf Village Elementary School

SDCC Project Number: C-21-24/25

OEFIS Project Number: 4931-1

Project Architect/Engineer: Haddad Engineering Inc.

Project Contractor: T&M Electric of Clay County, LLC

Date of Final Completion: 9/5/2025

Jerry Anderson
Signature: Contractor

Date: 9/5/2025

Namir Haddad
Signature: Architect/Engineer

Date: 9/5/2025

Greg Giuffre
Signature: Project Manager

Date: 9/5/2025

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C29 - Prequalification of Contractors

Description

Section 1013.46 of Florida Statutes requires school boards to prequalify contractors prior to their being able to bid on construction projects for the district. The rules for prequalification are stipulated in the State Requirements for Educational Facilities (SREF). The attached list identifies the contractors to be approved this month. As this is an annual requirement, the attached list may contain both new contractors and contractors seeking to renew their prequalification status. Per Florida Statutes, only those contractors currently prequalified at the time of bidding may bid on a school board construction project.

Gap Analysis

Prequalification of Contractors is an annual requirement.

Previous Outcomes

CCDS complies with contractor prequalification as required by Florida Statutes and SREF (State Requirements for Educational Facilities).

Expected Outcomes

CCDS will remain in compliance by certifying the contractors recommended for prequalification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

Strategic Plan Goal

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

Recommendation

Approve the attached contractor prequalification list.

Contact

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

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

Financial Impact

None.

Review Comments

Attachments

🔗 [Table for Board Backup Contractor Prequal, 10.2.2025](#)

SBCC PRE-QUALIFIED CONTRACTORS

The following contractors are being submitted to the School Board for Contractor Pre-Qualification approval having met all requirements of Chapter 1013.46 F. S., as determined by the Pre-Qualification Committee consisting of Lance Addison, Clayton Anderson, Bertie Staefe, Chris Deely-Isais and Beth Clark. The pre-qualification certification is valid for one year from the end of the month in which Board approval is obtained.

COMPANY	TRADE CATEGORY	BOND LIMIT	EXPIRATION DATE
Auld & White Constructors, LLC	General Contractor	\$100,000,000.00	October 31, 2026
Ajax Building Company, LLC	General Contractor	\$1,500,000,000.00	October 31, 2026
Convergint Technologies, LLC	Alarm System and Electrical Contractor	\$10,000,000.00	October 31, 2026
Stellar Group, Inc.	General and Roofing Contractor	\$100,000,000.00	October 31, 2026
T&M Electric	Electrical Contractor	\$10,000,000.00	October 31, 2026
Thomas May Construction Company	General, Roofing, and Underground Utility & Excavation Contractor	\$25,000,000.00	October 31, 2026

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C30 - Change Order #4 (Direct Purchasing) for Lake Asbury Junior High School Classroom Addition

Description

Direct purchasing change orders are almost always deductive and are the sole initiative of the owner. These change orders represent the purchase of materials and/or equipment directly by the School Board in order to save sales tax. The direct purchases are deducted from the original contract in the form of a change order.

Gap Analysis

N/A

Previous Outcomes

Sales tax savings have been used in the past to fund capital projects that may otherwise have not been funded.

Expected Outcomes

Money saved with sales tax savings will be used for capital projects that may otherwise have not been funded.

Strategic Plan Goal

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

Recommendation

Approve Change Order #4.

Contact

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

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

Financial Impact

This deduction to the contract in the amount of \$34,222.04 will not impact the budget. A total sales tax savings amount of \$2,007.85 is realized as a result of this direct purchasing change order.

Review Comments

Attachments

🔗 [Change Order #4 \(Direct Purchasing\) for LAJ Classroom Addition](#)

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Lake Asbury Classroom Addition (GMP #2) 2851 Sandridge Road Green Cove Springs, FL 32043 OWNER: <i>(Name and address)</i> Clay County District Schools 900 Walnut Street Green Cove Springs, FL 32043	CONTRACT INFORMATION: Contract For: Lake Asbury Classroom Date: 07/02/2024 ARCHITECT: <i>(Name and address)</i> Paul Stresing Associates, Inc. 14617 Main Street Alachua, FL 32615	CHANGE ORDER INFORMATION: Change Order Number: CO #4 - ODP Date: 10/02/2025 CONTRACTOR: <i>(Name and address)</i> Parrish McCall Constructors, Inc. 3455 SW 42nd Ave Gainesville, FL 32608
---	--	--

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.)

The original Contract Sum was	\$ 18,825,207.00
The net change by previously authorized Change Orders	\$ (2,839,343.22)
The Contract Sum prior to this Change Order was	\$ 15,985,863.78
The Contract Sum will be decreased by this Change Order in the amount of	\$ (34,222.04)
The new Contract Sum including this Change Order will be	\$ 15,951,641.74
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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.

 ARCHITECT <i>(Firm name)</i>  SIGNATURE  PRINTED NAME AND TITLE  DATE	Parrish McCall Constructors, Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Craig Blansett, Project Manager PRINTED NAME AND TITLE 09.15.2025 DATE	OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
---	---	---

DIRECT PURCHASING									
CLASSROOM ADDITION AT LAKE ASBURY JR. HIGH									
C-3-23/24									
Parrish-McCall									
3455 SW 42nd Ave.									
Gainesville, FL 32608									
ODP PURCHASE ORDERS									
DATE	REQ. #	P.O.#	VENDOR	AMOUNT	SAVINGS (6%)	SAVINGS (1.5%)	DEDUCTION		
2/24/2025	R096601	P2507846	Sherwin-Williams	\$32,214.19	\$1,932.85	\$75.00	\$34,222.04		
			SUBTOTAL	\$32,214.19	\$1,932.85	\$75.00	\$34,222.04		
			TOTAL DEDUCTED FROM CONTRACT	\$32,214.19	\$1,932.85	\$75.00	\$34,222.04		

School Board of Clay County

October 2, 2025 - Regular School Board Meeting

Title

C31 - Change Order #7 for Lakeside Elementary School Kitchen Renovation

Description

Change orders are initiated by the contractor, architect/engineer or owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change orders are reviewed by the architect/engineer or staff prior to submission to the School Board for approval. This change order is for additional signage. An additional eighty-seven (87) days will be added to the contract.

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 #7.

Contact

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

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

Financial Impact

If approved, this change order will increase the contract amount by \$4,927.00. Architect fees contracted at 8% will increase by \$394.16 as a result of this change order. These funds are available and budgeted in Educational Facilities Plan.

Review Comments

Attachments

🔗 [Change Order #7 for LSE Kitchen Renovation.pdf](#)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Lakeside Elementary
Kitchen Renovation (C-37-22/23)

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 12, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 7
Date: October 2, 2025

OWNER: *(Name and address)*
Clay County School Board

ARCHITECT: *(Name and address)*
Brian Boatright Architect, Inc.

CONTRACTOR: *(Name and address)*
Gary S. Bailey, Inc.

900 Walnut Street
Green Cove Springs, FL 32043

914 Plainfield Avenue
Orange Park, FL 32073

5201 County Road 218
Middleburg, FL 32068

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


See attached backup.


The original Contract Sum was	\$ 3,898,000.00
The net change by previously authorized Change Orders	\$ -857,824.62
The Contract Sum prior to this Change Order was	\$ 3,040,175.38
The Contract Sum will be by this Change Order in the amount of	\$ 4,927.00
The new Contract Sum including this Change Order will be	\$ 3,045,102.38

The Contract Time will be increased by eighty-seven (87) days.
The new date of Final Completion will be November 30, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT *(Signature)*
Brian O. Boatright, President
(Printed name, title, and license number if required)
9-11-25
Date


CONTRACTOR *(Signature)*
GARY BAILEY- PRESIDENT
(Printed name and title)
9-12-25
Date

OWNER *(Signature)*

(Printed name and title)

Date

LSE Kitchen Renovation**CHANGE ORDER 7**

Change Order Proposal (COP) 21

Supply and install new building signage on all permanent bldgs (PRQ 5)\$ 4,927.00 5 days

Change Order Proposal (COP) 22

Time extension due to increased lead times\$ 0.00 82 days

TOTAL CHANGE ORDER COST.....\$ 4,927.00 87 days

DRAFT