

School Board of Clay County

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

September 7, 2023 - Regular Board Meeting

Date: Sep 07 2023 (6:00 p.m.)

Student Showcase (Orange Park High Raider Band, Brett Pikuritz, Band Director)

Invocation (Pastor Lucas Johnson, Campus Pastor, Christ's Church)

Pledge of Allegiance

Call to Order

Recognitions and Awards

[1. School Celebrations for 2023 Assessments](#)

Presenters

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

School Showcase (Orange Park High School, Principal Ivin Gunder)

Presentations from the Audience (Public Comment)

Consent Agenda

Superintendent

[3. C1 - Minutes of School Board Workshop and Special Meeting on July 25, 2023; Special Meeting on August 1, 2023; Student Discipline Hearings and Regular Meeting on August 3, 2023](#)

📎 [2023 Aug 1 Special Mtg.pdf](#)

📎 [2023 Jul 25 Workshop.pdf](#)

📎 [2023 Jul 25 Special Mtg.pdf](#)

📎 [2023 Aug 3 Student Hearings.pdf \(Confidential\)](#)

📎 [2023 Aug 3 Regular Meeting.pdf](#)

School Board Attorney

[4. C2 - Approval to Advertise and Set the Public Hearing to Approve Revisions to School Board Policy 1.15 \(Parental Rights, Notification and Student Welfare\)](#)

📎 [Legal Adv Revisions to SB Policy 1.15 Parental Rights.pdf](#)

📎 [Section 1.15 proposed changes.pdf](#)

Human Resources

[5. C3 - Personnel Consent Agenda](#)

Ⓞ [Personnel Consent Agenda 9.7.2023.pdf](#)

[6. C4 - Kelly Services Staffing Contract Amendment #3 for Contract Extension](#)

Instruction-Academic Services

[7. C5 - Amendment One to Dual Enrollment Agreement between Gaetz Aerospace Inst, Embry-Riddle Aeronautical Univ. \(ERAU\) and School Board of Clay County \(SBCC\) 2022-2025](#)

Ⓞ [240028 Embry-Riddle Amendment One.pdf](#)

[8. C6 - Amendment to Santa Fe Dual Enrollment Articulation Agreement](#)

Ⓞ [240023 Santa Fe College 2nd Amendment.pdf](#)

[9. C7 - K-12 Academic Services Out of State and Overnight Student Travel](#)

Ⓞ [September 2023 Board Backup.pdf](#)

Instruction-Career and Technical Education

[10. C8 - 2023-2024 Dual Enrollment Articulation Agreement between CCSD and St. Johns County School Board on behalf of First Coast Technical College](#)

Ⓞ [FCTC-CCSD AA.pdf](#)

Ⓞ [Contract Review 2023-24 Dual Enrollment Agreement Between CCSD and First Coast Technical College.pdf](#)

[11. 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](#)

Ⓞ [HCA School Affiliation Agreement .pdf](#)

Instruction-Professional Development

[12. C10 - Affiliation Agreement between Clay County District Schools and Liberty University \(LU\)](#)

Ⓞ [The School Board of Clay County FL AA \(LU signed\).pdf](#)

Instruction-Climate and Culture

[13. C11 - 7 Mindsets Life Skills and Character Education](#)

Ⓞ [240041 7 Mindsets Academy, LLC.pdf](#)

[14. C12 - 2023-2024 School Health Services Agreement with Department of Health Clay](#)

Ⓞ [240031 Clay County Health Department - School Health Service Agreement.pdf](#)

IN-SEDNET

[15. C13 - Ratify 240032 Lutheran Services Florida \(LSF Health Systems\) - Amendment 112](#)

Ⓞ [240032 Lutheran Services Florida \(LSF Health Systems\) - Amendment 112 \(1\).pdf](#)

Business Affairs

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

Ⓞ [09.07.23 - 23-24 Allocation Summary .pdf](#)

Business Affairs-Accounting

[17. C15 - Superintendent's Annual Financial Report and Annual Cost Report for the FYE 6-30-2023](#)

[18. C16 - Budget Amendment Report for June 2023](#)

Business Affairs-Property

[19. C17 - DELETION OF CERTAIN ITEMS REPORT AUGUST, 2023](#)

☉ [DELETION OF CERTAIN ITEMS REPORT SEPTEMBER, 2023.pdf](#)

Business Affairs-Purchasing

[20. C18 - BID to be Awarded](#)

Operations

[21. C19 - Florida Safe Schools Assessment Acceptance Letter](#)

☉ [Safe School Assessment Certification Letter 9.7.23.pdf](#)

Operations-Facilities

[22. C20 - Purchase Agreement for Two \(2\) Sets of Ramps and Stairs at Keystone Heights Elementary School](#)

☉ [Purchase Agreement KHE Ramps & Stairs 9.7.23.pdf](#)

[23. C21 - Change Order #7 for Orange Park High School Stadium Repair/Replacement](#)

☉ [OPH Stadium Repair.Replacement CO 7.pdf](#)

[24. C22 - Substantial Completion of Orange Park Junior High School Restroom Renovations](#)

☉ [OPJ Restroom Renovations Substantial Completion.pdf](#)

[25. C23 - Change Order #3 for Middleburg High School Cafeteria Expansion](#)

☉ [MHS Cafeteria Expansion CO 3.pdf](#)

[26. C24 - Substantial and Final Completion of Clay High School Restroom Renovations](#)

☉ [CHS Restroom Renovations Substantial and Final Completion.pdf](#)

[27. C25 - Lake Asbury Junior High School HVAC Repair/Replacement Contract Award](#)

☉ [LAJ HVAC Repair.Replacement Contract 9.7.23.pdf](#)

[28. C26 - Change Order #1 for Plantation Oaks Elementary School Roof Repair/Replacement](#)

☉ [Change Order #1 for Plantation Oaks Elementary School Roof Repair Replacement.pdf](#)

[29. C27 - Orange Park Junior High School Roof Repair/Replacement Contract Award](#)

☉ [Backup Information - Orange Park Junior High School Roof Repair Replacement.pdf](#)

[30. C28 - Substantial Completion of Wilkinson Elementary School Kitchen/Cafeteria Renovations](#)

☉ [Certificate of Substantial Completion - WES Kitchen Cafeteria Renovations.pdf](#)

[31. C29 - Substantial Completion of Ridgeview Elementary School Roof Repair/Replacement Buildings 1, 2, & 3 - Shingles & Kitchen/Cafeteria Renovations](#)

☉ [Certificate of Substantial Completion - RVE Roof Repair Replacement Buildings 1, 2, & 3 - Shingles & Kitchen Cafeteria Renovations.pdf](#)

- [32. C30 - Final Completion of Plantation Oaks Elementary School Reroof](#)
- ☉ [Certificate of Final Completion - POE Reroof.pdf](#)
- [33. C31 - Change Order #1 for Green Cove Junior High School Window/HVAC Replacement Buildings 1, 2, 3, & 4](#)
- ☉ [Change Order for #1 GCJ Window HVAC Replacement Buildings 1, 2, 3, & 4.pdf](#)
- [34. C32 - Change Order #1 for Bannerman Learning Center Parking Lot Renovations/Security Lighting Replacement](#)
- ☉ [Change Order #1 for BLC Parking Lot Renovations Security Lighting Replacement.pdf](#)
- [35. C33 - Change Order #3 for Keystone Heights Elementary School New Cafeteria/Classrooms](#)
- ☉ [Change Order #3 KHE New Cafeteria Classrooms.pdf](#)
- [36. C34 - Change Order #4 \(Direct Purchasing\) for Spring Park Elementary School](#)
- ☉ [Change Order #4 \(Direct Purchasing\) for Spring Park Elementary School.pdf](#)
- [37. C35 - Prequalification of Contractors](#)
- ☉ [Table for Board Backup Contractor Prequal, 9.7.23.pdf](#)
- [38. C36 - Safety & Security: Emergency Communications - Contract Award for Orange Park High School](#)
- ☉ [Backup Information for Safety & Security Emergency Communications Contract Award - OPH.pdf](#)
 - ☉ [Backup Information for Safety & Security Emergency Communications Contract Award - OPH Cont..pdf](#)
- [39. C37 - Safety & Security: Emergency Communications - Contract Award for Oakleaf High School](#)
- ☉ [Backup Information for Safety & Security Emergency Communications Contract Award - OHS.pdf](#)
 - ☉ [Backup Information for Safety & Security Emergency Communications Contract Award - OHS Cont..pdf](#)
- [40. C38 - Change Order #3 \(Direct Purchasing\) for Ridgeview Elementary School Roof Repair/Replacement Buildings 1, 2, & 3 - Shingles & Kitchen Cafeteria Renovations](#)
- ☉ [Change Order #3 \(Direct Purchasing\) RVE Roof RepairReplacement Buildings 1, 2, & 3 - Shingles & Kitchen Cafeteria Renovations.pdf](#)
- [41. C39 - Amendment to the Interlocal Agreement between the Clay County School Board and Clay County, FL related to the County Road 315 Right of Way Improvements and Signalization](#)
- ☉ [Amendment to Interlocal Agreement with BCC for CR 315 Improvements 9.7.23.pdf](#)
- [42. C40 - County-Wide Architect Contract Award – Acquisition Notice/Re-Assignment](#)
- ☉ [County Wide Architectural Services Contract Amendment - LS3P Associates LTD.pdf](#)

Adoption of Consent Agenda

CCEA Update (Victoria Kidwell)

CESPA Update (Lonnie Roberts)

Superintendent's Update and Presentations

Discussion Agenda

Human Resources

- [43. D1 - Human Resources Special Action A](#)

[44. D2 - Human Resources Special Action B](#)

[45. D3 - Human Resources Special Action C](#)

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

School Board Attorney Remarks

School Board Member Remarks

Adjournment

DRAFT



School Board of Clay County

September 7, 2023 - Regular Board Meeting

Title

School Celebrations for 2023 Assessments

Description

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only.

Contact

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

Financial Impact

None

Review Comments

Attachments

DRAFT

September 7, 2023 - Regular Board Meeting

Title

Florida Safe School Assessment Findings

Description

Clay County District Schools, Safety and Security team must present their Florida Safe Schools Assessment findings and recommendations to the District School Superintendent and the District School Board which identify strategies and activities that the District School Board should implement in order to address the findings and improve school safety and security.

Gap Analysis

N/A

Previous Outcomes

The Safety & Security Department has previously presented non-specific findings at a school board meeting.

Expected Outcomes

During a School Board Meeting on August 29, 2023 (closed to the public), Stephen Mills, Safety & Security Supervisor, will present findings from the Florida Safe School Assessments to the school board members.

During a Regular School Board Meeting on September 7, 2023, Stephen Mills, Safety & Security Supervisor, will present to the public and board members a broad overview of the assessment findings. No specifics will be disclosed during the public meeting.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Presentation only.

Contact

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

Stephen Mills, Supervisor of Safety and Security, 904-336-6846, stephen.mills@myoneclay.net

Financial Impact

None

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

C1 - Minutes of School Board Workshop and Special Meeting on July 25, 2023; Special Meeting on August 1, 2023; Student Discipline Hearings and Regular Meeting on August 3, 2023

Description

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

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Approve minutes as submitted.

Contact

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

Financial Impact

None

Review Comments

Attachments

- ⌚ [2023 Aug 1 Special Mtg.pdf](#)
- ⌚ [2023 Jul 25 Workshop.pdf](#)
- ⌚ [2023 Jul 25 Special Mtg.pdf](#)
- ⌚ [2023 Aug 3 Student Hearings.pdf \(Confidential\)](#)
- ⌚ [2023 Aug 3 Regular Meeting.pdf](#)



School Board of Clay County

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

August 1, 2023 - Special Meeting (Public Hearing on the 2023-2024 Tentative Budget)

Date: Aug 01 2023 (5:05 p.m.)

Invocation (Ashley Gilhousen)

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

Agenda Items

[1. Review the 2023-2024 Proposed Millage, Rolled-Back Rate Calculation, and the 2023-2024 Tentative Budget \(All Funds\)](#)

[2023-2024 Budget Summary Tentative Budget.pdf](#)

[Tentative Budget Presentation.pdf](#)

Minutes:

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, provided the attached visual presentation of the 2023-2024 budget that included the proposed millages, roll-back rate calculation, and proposed revenues and expenditures for all funds. The total millage to be levied is more than the roll-back rate by 12.10% so the district will be required to advertise a tax increase. The unassigned General Fund balance on June 30, 2023 is estimated at 4.53%, with an estimated 4.71% on June 30, 2024. The district's total tentative budget (all funds) for the fiscal year 2023-2024 is \$589,848,650. The final public hearing to adopt the final millage and the budget for 2023-2024 will be held on September 14, 2023.

[2. Public Hearing for Comments on the 2023-2024 Budget and Millages](#)

Minutes:

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

[3. Adopt the 2023-2024 Required Local Effort Millage Levy](#)

Motion

That the Clay County School Board adopt the 2023-2024 final proposed required local effort mill levy of 3.156 with a proposed amount to be raised of \$60,520,294. The RLE millage includes basic RLE of 3.151 and a prior period adjustment millage of .005.

Vote Results (Approved)

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen

Mary Bolla

Beth Clark

- Aye

- Aye

- Aye

Michele Hanson - Aye
Erin Skipper - Aye

4. Adopt the 2023-2024 Basic Discretionary Operating Millage Levy

Motion

That the Clay County School Board adopt the 2023-2024 final proposed base discretionary millage of .748 with a proposed amount to be raised of \$14,343,847

Vote Results (*Approved*)

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

5. Adopt the 2023-2024 Local Capital Improvement Fund Millage Levy

Motion

That the Clay County School Board adopt the 2023-2024 final proposed capital outlay millage of 1.500 with a proposed amount to be raised of \$28,764,398

Vote Results (*Approved*)

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

6. Adopt the 2023-2024 Additional Voted Operating Millage Levy

Motion

That the Clay County School Board adopt the 2023-2024 final proposed voted millage of 1.00 with a proposed amount to be raised of \$19,176,265

Vote Results (*Approved*)

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

7. Adopt the 2023-2024 Total Millage Levy

Motion

That the Clay County School Board adopt the 2023-2024 final proposed total millage will equal 6.404 with a total amount to be raised of \$122,804,804. The total millage rate to be levied is more than the roll-back rate by 12.10 percent.

Vote Results (Approved)

Motion: Beth Clark

Second: Michele Hanson

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

[8. Adopt the 2023-2024 Tentative Budget \(All Funds\) and set the Public Hearing for the 2023-2024 Final Budget Thursday, September 14, 2023 at 5:05 p.m.](#)

Motion

That the Clay County School Board adopt the tentative budget for the 2023-2024 school year as follows: Generating Operating in the amount of \$419,281,591; Special Revenue Budget in the amount of \$64,053,342; Debt Service Budget in the amount of \$7,119,154; Capital Outlay Budget in the amount of \$99,394,563, for a total Final Budget of \$589,848,650. The Public Hearing to adopt the 2023-2024 Final Budget will be held on Thursday, September 14, 2023.

Minutes

Mrs. Hanson moved approval and Mrs. Bolla seconded. Chair Gilhousen requested and received clarification from Mr. Bickner that the motion should also include wording indicating that the Public Hearing to adopt the Final Budget will be held on Thursday, September 14, 2023 at 5:05 p.m. Mrs. Hanson subsequently revised her motion and Mrs. Bolla seconded.

Vote Results (Approved)

Motion: Michele Hanson

Second: Mary Bolla

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

[9. Resolution 24-01 Determining 2023-2024 Tentative Millages](#)

[Resolution 24-01.pdf](#)

Motion

Approve Resolution #24-01 determining the 2023-2024 Tentative Revenues and Millages levied for fiscal year 2023-2024.

Vote Results (Approved)

Motion: Mary Bolla

Second: Beth Clark

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

[10. Resolution 24-02 Adopting the 2023-2024 Tentative Budget](#)

Motion

That the Clay County School Board approve Resolution #24-02 adopting the Tentative 2023-2024 Budget

Vote Results (*Approved*)

Motion: Beth Clark

Second: Michele Hanson

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

11. Approve Tentative 2023/24 – 2027/28 Educational Facilities Plan

[EFP 2023-2028 TENTATIVE 7.17.23 - pdf.pdf](#)

[EFP Growth Presentation August 2023.pptx \(1\).pdf](#)

[Tentative EFP Presentation Capital Rev Sources - 8-1-2023.pdf](#)

Minutes:

Representatives from the Operations Department provided the attached visual presentations. Bryce Ellis, Assistant Superintendent of Operations advised here department collaborated with the Technology Department and the plan, for the first time, also reflects technology initiatives. This is a tentative plan that may be revised as needed.

Lance Addison, Coordinator of Facilities & Planning, reviewed the attached visual presentation, highlighting current growth, enrollment, and student data trends, as well as the areas of growth in Clay County and projected school needs.

Dr. Michael Kemp, Director of Facilities Planning and Construction, reviewed the attached visual presentation, discussing capital revenue sources, projected revenue across funding sources, district capital outlay expenditures, the Educational Facilities Plan (EFP) process, planned projects, and completed projects. Dr. Kemp noted the challenge of significant growth in combination with the sequential increase in the cost of construction materials and supplies and expressed the need to leverage funds to obtain the biggest impact for growth. The pandemic continues to impact the cost of construction, supply, demand, and material with construction costs more than doubling and no additional funding provided to offset the increased cost of construction.

Motion

Motion to Approve Tentative 2023/24 - 2027/28 Educational Facilities Plan

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Beth Clark

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

Presentations from the Audience (None)

Superintendent Comments

[12. Superintendent Comments](#)

Minutes:

Superintendent Broskie expressed excitement for the return of teachers and students to schools.

School Board Attorney Comments (None)

School Board Comments (None)

Adjournment (6:57 p.m.)

Superintendent of Schools

School Board Chair

DRAFT



School Board of Clay County

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

July 25, 2023 - School Board Workshop

Date: Jul 25 2023 (10:00 a.m.)

Invocation (Ashley Gilhousen)

Call to Order (Present: Erin Skipper, District 1; Mary Bolla, District 2; Beth Clark, District 3, Michele Hanson, District 4; Ashley Gilhousen, District 5; and Superintendent David S. Broskie. This meeting was called to order at 12:25 p.m.)

Workshop Items

- [1. Review Draft Agenda for Regular School Board Meeting on August 3, 2023](#)
[August-3-2023-regular-school-board-meeting_agenda_packet\(1\).pdf](#)

Minutes:

Recognitions:

- Recognize National Winners of Career and Technical Student Organization - no discussion;

Consent Agenda:

- C1 Minutes of School Board Workshop and Special Meeting on June 20, 2023; Student Discipline Hearings and Regular Meeting on June 29, 2023 - no discussion;
- C2 Lightspeed Systems - no discussion;
- C3 Personnel Consent Agenda - no discussion;
- C4 2023-24 Early College Program (formerly Collegiate High School) Contract Between the School Board of Clay County and District Board of Trustees of St. Johns River State College - no discussion;
- C5 K-12 Academic Services Out of State and Overnight Student Travel - no discussion;
- C6 2023-2024 Dual Enrollment Articulation Agreement Between School Board of Clay County and Florida State College of Jacksonville - no discussion;
- C7 Proposed Revision to Pace Employee and Student Calendar for 2023-2024 School Year - no discussion;
- C8 Approval of the Curriculum Associates agreement for the purchase of i-Ready Mathematics K-5 and Ellevation Platform for the 2023-2024 School Year - no discussion;
- C9 Approval for the Purchase of Achieve3000 blended Literacy Solution for the 2023-2024 - Mrs.Hanson noted concerns with the cost and effectiveness of this supplemental resource based on her personal experience and that of her colleagues, indicating that this curriculum is being used in such a way that it can have an adverse effect on students' grades, does not align with standards, takes away from the quality classroom instruction identified on the current strategic plan, and is an unvetted and potential duplicate resource; Superintendent Broskie advised that this is a supplementary curriculum and that it could be improved by implementing more professional learning with less reliance on technology, but he does not want to pull a support away from a teacher without consideration of the timing of that change;
- C10 2023-2024 Professional Development Advisory Council Membership - no discussion;
- C11 Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida - no discussion;
- C12 Affiliation Agreement between Clay County District Schools and Liberty University (LU) - no discussion;

- C13 Navigate 360, LLC curriculum to meet requirements set forth under Rule 6A-1.094124, F.A.C.) - no discussion;
- C14 2023-2024 Clay County School Board Agreement with Flagler Health for BRAVE Program - no discussion;
- C15 Proposed Allocation Changes for 2023-2024 - no discussion;
- C16 Deletion of Certain Items Report July, 2023 - no discussion;
- C17 BID to be Awarded - no discussion;
- C18 Prequalification of Contractors - no discussion;
- C19 School Concurrency Proportionate Share Mitigation (PSM) Development Agreement for Holstein Commercial, LLC, a Florida limited liability company (Bella Lago SFA) - no discussion;
- C20 Clay High School Gym Renovations Contract Award - no discussion;
- C21 Substantial Completion of Spring Park Elementary School - no discussion;
- C22 Change Order #2 for Middleburg High School Cafeteria Expansion - no discussion;
- C23 Change Order #2 for Ridgeview Elementary School Roof Repair/Replacement Buildings 1, 2, & 3 - Shingles and Kitchen/Cafeteria Renovations - no discussion;
- C24 Fleming Island High School Replace Batting Practice Building and Erosion Control Contract Award - no discussion;
- C25 Change Order #1 for Middleburg High School Safety & Security Single Key Access Initiative - no discussion;
- C26 Change Order #1 for Keystone Heights High School Safety & Security Single Key Access Initiative - no discussion;
- C27 Change Order #2 for Wilkinson Elementary School Kitchen/Cafeteria Renovations (Freezer/Cooler Replacement/Ceilings) - no discussion;
- C28 Change Order #1 for Orange Park Junior High School Restroom Renovations - no discussion;
- C29 Change Order #1 for Lakeside Junior high School Restroom Renovations - no discussion;
- C30 Architect Contract Award - Classroom Addition Prototype for Oakleaf Junior High School, Lake Asbury Junior High School and Future Reuse - no discussion;

Discussion Agenda:

- D1 Human Resources Special Action A - no discussion;
- D2 Human Resources Special Action B - no discussion;
- D3 Public Hearing to Approve as Advertised Modifications to the 2022-2023 Student Progression Plan - no discussion;
- D4 Public Hearing, as Advertised, for 95 Acre Land Purchase Located at 2770 Russell Road - no discussion;

2. Update for the 2023 - 2024 School Year

Minutes:

Superintendent Broskie noted staffing success in the transportation department and mentioned the challenges that are typically experienced during the first week of school. Board members were invited to attend events at Spring Park Elementary (8:30), Clay High (9:30), and Green Cove Springs Jr. High (10:40) on the first day of school.

3. Middleburg High School Gym Dedication (Information Only)

Minutes:

In accordance with SB Policy 6.00 L 4 (d), the Middleburg High Gymnasium is being dedicated in honor of Carrie Prewitt, a retired 38-year educator and volleyball coach at Middleburg High.

Questions from the Audience (None)

Superintendent Comments (None)

School Board Attorney Comments (None)

School Board Comments

4. School Board Member Comments

Minutes:

Mrs. Hanson would like the financial information to be transparent and easy enough for the average person to understand. She feels all could benefit from some additional time each month to address questions from constituents and obtain

explanations, in layman's terms, to assist in communicating with the public. Dr. Susan Legutko, Assistant Superintendent of Business Affairs, will provide additional clarity on financial issues at workshops beginning in October, 2023.

Mrs. Gilhousen noted she was approached by several staff members who requested the board receive additional information on the current services being provided through the Clay County District Schools Police Department. There will be an informational presentation provided on CCDSPD at the August workshop.

Mrs. Bolla noted upcoming dates, times, and locations for Tools4Schools event opportunities for teachers to obtain needed classroom supplies.

Mrs. Clark requested an update on the achievements of the Southern Group. Superintendent Broskie advised CCDS was granted two of its three requests, receiving an expansion of Elevation Academy at Bannerman Learning Center and an expansion of Career and Technical Education programs for Fleming Island High with the addition of a CNA program and partnership with Baptist, a combined value of approximately \$600,000.

Adjournment (1:01 p.m.)

Superintendent of Schools

School Board Chair

DRAFT



School Board of Clay County

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

July 25, 2023 Special Meeting

Date: Jul 25 2023 (9:00 a.m.)

Invocation (Beth Clark)

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

Agenda Items

[1. 2023-2024 Mental Health Assistance Allocation Plan](#)

[Clay 23-24 MHAAP Submitted to Board 7.25.23.pdf](#)

Minutes:

Mrs. Hanson would like parents to receive communication delineating what videos are being shown and when they are being shown to students so that parents can make informed choices. Mrs. Gilhousen noted that, if there already exists a schedule of the videos, the schedule can be shared with parents so they can make individual choices and follow up with any desired discussion with their children. Superintendent Broskie indicated that advertising for these videos can be increased and that Laura Fogarty, Supervisor of Climate and Culture, is available to discuss any concerns with parents.

Motion

Motion to Approve 2023-2024 Mental Health Assistance Allocation Plan

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Aye

Erin Skipper

- Aye

[2. Updated and Amended 2023-2024 School Safety Interlocal Agreement among the School Board of Clay County, Florida; City of Green Cove Springs Florida; and Green Cove Springs Police Department](#)

[230141 City of GCS PD Interlocal AMENDED.pdf](#)

Minutes:

Mrs. Skipper asked if Clay County Sheriff's Office was asked about this contract and Superintendent Broskie advised they were not because it would not be proper to do so.

Motion

Motion to Approve Updated and Amended 2023-2024 School Safety Interlocal Agreement among the School Board of Clay County, Florida; City of Green Cove Springs Florida; and Green Cove Springs Police Department

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen - Aye

Mary Bolla - Aye

Beth Clark - Aye

Michele Hanson - Aye

Erin Skipper - Aye

3. Approve Contract for Legal Services between the School Board of Clay County, Florida and the Douglas Law Firm

[DOUGLAS CONTRACT FOR LEGAL SERVICES LH formatted \(1\).\(2\).\(3\).pdf](#)

Motion

Motion to Approve Contract for Legal Services between the School Board of Clay County, Florida and the Douglas Law Firm

Vote Results (*Approved*)

Motion: Michele Hanson

Second: Mary Bolla

Ashley Gilhousen - Aye

Mary Bolla - Aye

Beth Clark - Aye

Michele Hanson - Aye

Erin Skipper - Aye

4. Review 2023-2024 Tentative Budget for all Funds

[Tentative Budget Presentation.pdf](#)

Minutes:

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, presented the tentative budget for the 2023-2024 fiscal year and explained how the roll-back rate is calculated (copy of presentation attached to agenda item). She reported that the total millage rate to be levied exceeds the rollback rate by 12.10%, so the district will be required to advertise a tax increase. The first public hearing on the millage rates and the tentative budget will be on August 1, 2023. The proposed annual budget for all funds for the 2023-2024 school year is \$589,848,650. The unassigned general Fund balance on June 30, 2023 is estimated at 4.53%, with an estimated 4.71% on June 30, 2024.

Mrs. Hanson noted that the advertised tax increase is a result of the increased values of properties. Mrs. Clark stated that the Save Our Homes amendment limits the annual increase in the assessed value of properties to 3% per year. Mrs. Gilhousen mentioned that the Required Local Effort is not optional.

5. Review Tentative 2023/24 – 2027/28 Educational Facilities Plan

[EFP 2023-2028 TENTATIVE 7.17.23 - pdf.pdf](#)

Minutes:

Bryce Ellis, Assistant Superintendent for Operations, indicated that the Educational Facilities Plan documentation is attached to the agenda, and the EFP will be presented in full at the upcoming special meeting on August 1, 2023.

6. Approve Advertisement for the 2023-2024 Tentative Budget and Millages

[2023-2024 Budget Summary- Budget AD.pdf](#)

[NOTICE OF TAX FOR SCHOOL CAPITAL OUTLAY 2023.pdf](#)

[NOTICE OF PROPOSED TAX INCREASE 2023.pdf](#)

Motion

Approve Advertisement for the 2023-2024 Tentative Budget and Millages

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Michele Hanson

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Aye

Erin Skipper

- Aye

Presentations from the Audience

7. Public Comment

Minutes:

Public speakers:

- Ronnie Pittman
- Tom Flacco

Superintendent Comments (None)

School Board Attorney Comments (None)

School Board Comments

8. School Board Member Comments

Minutes:

Mrs. Clark urged calm as we progress through the exploration of safety and security services, indicating that care will be taken not to make uninformed conclusions. She extended thanks to the Clay County District Schools police officers.

Mrs. Hanson appreciated the candid conversation and advised no decision will be made in haste without significant research. She believes good units do simple things well and that simple things build rapport and help communications go forward and that breakdown starts when there is a failure to do simple things well.

Mrs. Skipper stated that misinformation has been going around and that no one wants to make the CCDSPD officers jobless. Her campaign experiences made her aware of her constituents' wishes, and she has also spoken to several administrators and teachers who support her move to transfer the safety and security of students to the Clay County Sheriff's Office. She reiterated her desire to have a discussion with Sheriff Cook present at a meeting to respond to questions. She encouraged individuals with questions to ask her directly with their concerns.

Mrs. Bolla advised she was immediately approached by community members with concerns following the June 29, 2023 board meeting. She read a letter written to Mrs. Skipper outlining her concerns re bringing an item before the board that had not been researched, properly vetted, nor on the agenda. She stated the necessity of each board member having the right to be

educated on what will come before the board to include the necessary backup necessary to make a fully informed vote. She expressed concern for the safety of students and appreciation for the CCDSPD officers and urged Mrs. Skipper to engage the board as a team.

Superintendent Broskie expressed his willingness to engage with the board on more topics if desired. He commented on misinformation and urged the board members to bring concerns to him so that he can engage the personnel that participate and do the work, in order to ensure board members have the entirety of the information on matters. He advised that Sheriff Cook has requested and received additional information and is working to determine capacity, cost, and additional analysis that will enable the board to compare and contrast with the current services.

Charles Douglas, Jr., school board attorney as of 8/1/2023, commented that he looks forward to joining the team.

Adjournment (12:04 p.m.)

Superintendent of Schools

School Board Chair

DRAFT

Teacher Inservice Center, 2233 Village Square Parkway, Fleming Island

August 3, 2023 - Regular School Board Meeting

Date: Aug 03 2023 (6:00 p.m.)

Student Showcase (None)

Invocation (Rev. Sarah Minton, St. Mary's Episcopal Church, Green Cove Springs)

Pledge of Allegiance

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

Recognitions and Awards (None)

[1. Recognize National Winners of Career and Technical Student Organization](#)

[August 2023 CTSO School Board Recognition.pdf](#)

Minutes:

Kelly Mosley, Supervisor of Career and Technical Education, recognized national winners of Career and Technical Student Organization as follows:

- TSA-LAJ - Marka Behnken - National Middle School Advisor of the Year
- TSA-LAJ - Jayna Lauer - 1st Place National Career Prep
- TSA-LAJ - Chandani Armogan, Jayna Lauer, Greyson Tompkins - 5th Place Inventions and Innovations
- TSA-LAJ - Bobby Baggett, Timothy McKeehan, and Greyson Tompkins - 6th Place System Control
- FBLA-LAJ - Shawn Saint-Vilus - 1st Place FBLA Mission and Pledge

Presenters (None)

School Showcase (None)

Presentations from the Audience (Public Comment)

[2. Public Comment](#)

Minutes:

Public speakers:

- Judith Chapple
- Constance Higginbotham
- Dawn Hall
- Christie Torode
- Carol Newbern
- Kelly Stoudnour
- Tom Doan

- Leigh Ann Lunsford
- Tanya Kacsan
- Bruce Friedman
- Samantha Wernet
- Shari McGriff
- Sheila Torres

Consent Agenda

Superintendent

[3. C1 - Minutes of School Board Workshop and Special Meeting on June 20, 2023; Student Discipline Hearings and Regular Meeting on June 29, 2023](#)

[2023 Jun 20 Workshop.pdf](#)

[2023 Jun 20 Special Mtg.pdf](#)

[2023 Jun 29 Student Hearings.pdf \(Confidential\)](#)

[22 Jun 29 Regular Mtg.pdf](#)

Information Technology Services

[4. C2 - Lightspeed Systems](#)

[230180 Lightspeed Systems.pdf](#)

[Executed 230180 Lightspeed.pdf](#)

Human Resources

[5. C3 - Personnel Consent Agenda](#)

[August 4, 2023 Personnel Consent Agenda-Updated.pdf](#)

[6. C4 - Kelly Services Amendments - Substitutes](#)

[Kelly Services - Exhibit A 7.25 \(1\).pdf](#)

Instruction-Academic Services

[7. C5 - 2023-24 Early College Program \(formerly Collegiate High School\) Contract Between the School Board of Clay County and District Board of Trustees of St. Johns River State College](#)

[230161 St Johns River Collegiate HS.pdf](#)

[8. C6 - K-12 Academic Services Out of State and Overnight Student Travel](#)

[OHS Field Trip 3-7-24 001.pdf](#)

[9. C7 - 2023-2024 Dual Enrollment Articulation Agreement Between School Board of Clay County and Florida State College of Jacksonville](#)

[230170 FSCJ.pdf](#)

[Executed 230170 FSCJ.pdf](#)

[10. C8 - Proposed revision to PACE Employee and Student Calendar for 2023-2024 School Year](#)

[23-24 PACE Employee and Student Calendar Revised.pdf](#)

[11. C9 - Approval of the Curriculum Associates agreement for the purchase of i-Ready Mathematics K-5 and Ellevation Platform for the 2023-2024 School Year](#)

[230158 Curriculum Assoc Ellevation and iReady August Board.pdf](#)

[Executed 230158 Curriculum Assoc Ellevation iReady.pdf](#)

Instruction-Professional Development

[12. C11 - 2023-2024 Professional Development Advisory Council Membership](#)

[2023-2024 PDAC Committee Board Approval.pdf](#)

[13. C12 - Resident Clinical Faculty Memorandum of Understanding between Clay County District Schools and the University of North Florida](#)

[230183 UNF Resident Clinical Faculty MOU \(1\).pdf](#)

[14. C13 - Affiliation Agreement between Clay County District Schools and Liberty University \(LU\)](#)

Instruction-Climate and Culture

[15. C14 - Navigate 360, LLC curriculum to meet requirements set forth under Rule 6A-1.094124, F.A.C.\)](#)

[230173 Navigate 360.pdf](#)

[Executed 230173 Navigate 360.pdf](#)

[16. C15 - 2023-2024 Clay County School Board Agreement with Flagler Health for BRAVE Program](#)

[240021 Flagler Hospital Brave Program.pdf](#)

[Executed 240021 Flagler Hospital Brave Program.pdf](#)

Business Affairs

[17. C16 - Proposed Allocation Changes for 2023-2024](#)

[23-24 Allocation Summary 08.03.23.xlsx - 2023-24.pdf](#)

Business Affairs-Property

[18. C17 - DELETION OF CERTAIN ITEMS REPORT JULY, 2023](#)

Business Affairs-Purchasing

[19. C18 - BID to be Awarded](#)

Operations-Facilities

[20. C19 - Prequalification of Contractors](#)

[Table for Board Backup Contractor Prequal, 8.3.23](#)

[21. C20 - School Concurrency Proportionate Share Mitigation \(PSM\) Development Agreement for Holstein Commercial, LLC, a Florida limited liability company \(Bella Lago SFA\).](#)

[School Mitigation Agreement Modified-Bella Lago Town Homes 7.18.23.pdf](#)

[22. C21 - Clay High School Gym Renovations Contract Award](#)

[Clay High School Gym Renovations Bid Tab.pdf](#)

[Clay High School Gym Renovations Contract.pdf](#)

[23. C22 - Substantial Completion of Spring Park Elementary School](#)

[Substantial Completion for Spring Park Elementary School](#)

[24. C23 - Change Order #2 for Middleburg High School Cafeteria Expansion](#)

[MHS Cafeteria Expansion CO #2.pdf](#)

25. C24 - Change Order #2 for Ridgeview Elementary School Roof Repair/Replacement Buildings 1, 2, & 3 – Shingles and Kitchen/Cafeteria Renovations

[Change Order #2 RVE Roof Repair Replacement Buildings 1, 2, & 3 - Shingles and Kitchen Renovations](#)

26. C25 - Fleming Island High School Replace Batting Practice Building and Erosion Control Contract Award

[Fleming Island High School Batting Practice Bldg. & Erosion Control Bid Tab.pdf](#)

[FIH Replace Batting Practice Building.Erosion Control Contract Award.pdf](#)

27. C26 - Change Order #1 for Middleburg High School Safety & Security Single Key Access Initiative

[MHS Single Safety & Security Key Access CO #1.pdf](#)

28. C27 - Change Order #1 for Keystone Heights High School Safety & Security Single Key Access Initiative

[KHH Safety & Security Single Key Access CO #1.pdf](#)

29. C28 - Change Order #2 for Wilkinson Elementary School Kitchen/Cafeteria Renovations (Freezer/Cooler Replacement/Ceilings)

[Change Order #2 WES Kitchen Cafeteria Renovations \(Freezer Cooler Replacement Ceilings\)](#)

30. C29 - Change Order #1 for Orange Park Junior High School Restroom Renovations

[OPJ Restroom Renovations Change Order #1.pdf](#)

31. C30 - Change Order #1 for Lakeside Junior High School Restroom Renovations

[LJH Restroom Rnovations CO #1.pdf](#)

32. C31 - Architect Contract Award - Classroom Addition Prototype for Oakleaf Junior High School, Lake Asbury Junior High School and Future Reuse

[Architect Contract for Classroom Addition - Oakleaf Junior](#)

[Architect Contract for Classroom Addition - Lake Asbury Junior](#)

[Agreement - Oakleaf Jr. High Classroom Addition.pdf](#)

[Agreement - Lake Asbury Jr. High Classroom Addition prototype.pdf](#)

Adoption of Consent Agenda

33. Adoption of Consent Agenda

Motion

Motion to Adopt Consent Agenda

Vote Results (*Approved*)

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen

- Aye

Mary Bolla

- Aye

Beth Clark

- Aye

Michele Hanson

- Aye

Erin Skipper

- Aye

CCEA Update (Victoria Kidwell)

CESPA Update (None)

Superintendent's Update and Presentations

[34. Superintendent's Update](#)

[Superintendent's Update 8-3-2023.pdf](#)

Minutes:

Superintendent Broskie noted, in relation to a public speaker's comment, that discipline data is available within Synergy but is not reflected on the state website due to program compatibility issues with Synergy. Mr. Broskie is in agreement that purchasing processes, engagement, and screen time are all things that should be considered in the purchase of materials.

The attached visual presentation was shared, highlighting the following:

- State Assessment Results
- New School Year
- Student Transportation
- Food and Nutrition Services
- Immunization Requirements
- Upcoming Events

Discussion Agenda

Human Resources

[35. D1 - Human Resources Special Action A](#)

Minutes:

There was no Human Resources Special Action A.

[36. D2 - Human Resources Special Action B](#)

Minutes:

There was no Human Resources Special Action B.

Instruction-Academic Services

[37. D3 - Public Hearing to Approve as Advertised Modifications to the 2022-2023 Student Progression Plan](#)

[Approval to Advertise Notice of PH Student Progression Plan.pdf](#)

[Student Progression Plan 2023 - 2024-Board DRAFT .pdf](#)

[Summary of Changes - 23-24 SPP.pdf](#)

Minutes:

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

Motion

Motion to Approve as Advertised Modifications to the 2022-2023 Student Progression Plan

Vote Results (*Approved*)

Motion: Michele Hanson

Second: Mary Bolla

Ashley Gilhousen

Mary Bolla

Beth Clark

- Aye

- Aye

- Aye

Michele Hanson

- Aye

Erin Skipper

- Aye

38. C10 - Approval for the Purchase of Achieve3000 Blended Literacy Solution for 2023-2024 (pulled by Mrs. Hanson)

[230157 Achieve 3000 \(1\).pdf](#)

Minutes:

Mrs. Hanson stated that she pulled this item to discussion in order to achieve fiscal responsibility and better educate students and that she has previously cited valid reasons why Achieve3000 does not benefit students, including negative emotional and academic impacts on students and a need for proper implementation. As this resource is used only three to four times per month, she would like curriculum coaches and specialists to develop supplementary material and use that time for a writing component that would focus on essay skills, obtaining input from teachers, staff members, and parents for alternate purchase(s) should this item not be approved. She would also appreciate more time to research and evaluate like purchases.

Mrs. Bolla believes this item is research-based and has been vetted, from her perspective, by teachers and professionals within curriculum instruction. She advised this is a tool that provides the ability to differentiate instruction for use with all students, enabling collaborative learning among all academic levels. She indicated she is not comfortable saying no to this program because she knows it is used appropriately to help students. She does support having options to consider in the future.

Mrs. Clark expressed concern regarding extended screen time for students and would like to have more input from teachers about other options.

Mrs. Skipper believes there is too much technology and less engagement for students. She would like students to take a step back from technology/screen time and encourages additional support staff so teachers can engage in small group instruction.

Mrs. Gilhousen appreciates the scaffolding of instruction that allows classroom discussion at low and high levels, but she is not personally a fan of screens. She proposed the possibility of a county database of articles that could be printed and distributed as a resource for teachers. She indicated that a majority of board members are concerned with the screen time issue and it may be beneficial to have a discussion at workshop and place the item on next month's agenda in order to allow time to hear a more prescriptive direction from the instructional division and correct any inappropriate use.

Mr. Broskie indicated he understands the board's concern re screen time and can provide protocols and talk about each program and the frequency for that at a future workshop.

Board members considered postponing the item to receive additional information, but a subsequent vote was taken.

Motion

Motion to Approve the Purchase of Achieve3000 Blended Literacy Solution for 2023-2024

Vote Results (Rejected)

Motion: Mary Bolla

Second: Beth Clark

Ashley Gilhousen

- Nay

Mary Bolla

- Aye

Beth Clark

- Nay

Michele Hanson

- Nay

Erin Skipper

- Nay

Operations-Facilities

39. D4 - Public Hearing, As Advertised, for 95 Acre Land Purchase Located at 2770 Russell Road

Minutes:

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

School Board Attorney Remarks

[40. School Board Attorney Remarks](#)

Minutes:

School Board Attorney, Jeremiah Blocker (Douglas Law Firm), indicated that he looks forward to working with each of the board members and will be scheduling 1:1 interviews with each of them.

School Board Member Remarks

[41. School Board Member Comments](#)

Minutes:

Mrs. Hanson attended a Clay Education Foundation event and enjoyed watching teachers accessing needed supplies. She requested to be apprised of current litigation matters involving the district.

Mrs. Clark expressed support for Mrs. Skipper's contribution of ideas and regrets how Mrs. Skipper and Mr. Douglas were treated at the last board workshop, citing the manner as unprofessional. She is aware that the district and the Clay County Sheriff's Office are currently exchanging information and suggested 90 days as a discover and discussion period, with multiple workshops as needed, to be able to make an informed vote at the November 2nd meeting.

Mrs. Skipper also would like information that can be lawfully provided to board members re litigation. She would like to review the parental rights policy with new counsel to ensure it is aligned with the law and determine if it can be made better. She took part in innovative training for transportation staff and appreciates the positive environment in that department. She appreciates the speakers attending this meeting and indicated she will continue to hold herself accountable to those who elected her to speak on their behalf.

Mrs. Bolla also participated in the transportation training and Tools4Schools event. She appreciates the beautiful campus of the newest school, Spring Park Elementary. She also indicated Joe Wiggins is again willing to participate as the citizen member on Value Adjustment Board.

Mrs. Gilhousen advised the new security changes at the meeting were not initiated by her, but she was informed the security is in alignment with other local agencies. She obtained a board consensus to revisit policy prior to considering book challenge appeals, with Mr. Dailey, Mr. Blocker, and possibly stakeholders to see if there can be agreement on a set of appropriate standards for books. She extended wishes to families for the best school year yet.

Adjournment (8:32 p.m.)

Superintendent of Schools

School Board Chair

September 7, 2023 - Regular Board Meeting

Title

C2 - Approval to Advertise and Set the Public Hearing to Approve Revisions to School Board Policy 1.15 (Parental Rights, Notification and Student Welfare)

Description

Current Parental Rights policy has been revised and updated to bring in accordance with Florida Legislative changes from this legislative session. These proposed revisions and updates will bring current policy into conformity with Florida law.

Gap Analysis

Previous Outcomes

Expected Outcomes

Approval of this item will allow the School Board to advertise the proposed adoption and public hearing of the proposed rule which will then lead to the consideration of passage of the Rule by the School Board after the appropriate public hearing. The Policy/Rule will be advertised, submitted to the public for comment and to the Board for public hearing and consideration in the manner contemplated by the Administrative Procedures Act.

Strategic Plan Goal

Provide FAPE to all students of the free public schools operated by the School Board of Clay County, Florida in compliance with the requirements of the Florida legislature.

Recommendation

The School Board Attorney and Legal Department recommends: (1) approval to advertise and set the public hearing on the proposed changes to this certain policy and (2) approval of these revisions and updates to conform with current Florida Law governing parental rights and notification in education.

Contact

Jeremiah Blocker, Esq., School Board Attorney
John Steinmetz, Esq., Assistant School Board Attorney

Financial Impact

None

Review Comments

Attachments

- ☉ [Legal Adv Revisions to SB Policy 1.15 Parental Rights.pdf](#)
- ☉ [Section 1.15 proposed changes.pdf](#)

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO
APPROVE REVISIONS TO SCHOOL BOARD POLICY 1.15
(PARENTAL RIGHTS, NOTIFICATION AND STUDENT WELFARE POLICY)**

Approval to Advertise: The School Board of Clay County, Florida (“the Board”) approves the advertisement of revisions to School Board Policy 1.15 (Parental Rights, Notification and Student Welfare Policy).

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 1.15 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 7, 2023. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policy amendments.

Rule Making Authority: The Board is authorized to adopt revisions to School Board Policy 1.15 (Parental Rights, Notification and Student Welfare Policy) under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

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

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

Public Hearing: The Board intends to formally adopt proposed revisions to School Board Policy 1.15 following a public hearing. ***The public hearing shall be held on Thursday, November 2, 2023***, during the course of the Board’s regular meeting, which begins ***at 6:00 p.m.*** and takes place in the Boardroom at the Teacher In-service Training Center at Fleming Island High School, 2233 Village Square Parkway, Orange Park, Florida.

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

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

1.15 PARENTAL RIGHTS, **NOTIFICATION**, AND STUDENT WELFARE

A. As required by Florida Statutes 1002.20, 1042(8), and 1014.01 through 1014.06, the Board adopts this policy titled, Parental Rights and Student Welfare.

B. ~~A.~~ All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the School Board or any of its agents, employees, or volunteers. Such parental rights are enumerated in Florida Statutes 1002.20, 1042(8), and ~~1014.04~~ 1014.01 through 1014.06. Those parental rights listed in ~~1014.04~~ 1014.01 through 1014.06 include, but are not limited to, all of the following rights of a parent of a minor child enrolled as a student in Clay District Schools:

1. The right to direct the education and care of his or her minor child.
2. The right to direct the upbringing and the moral or religious training of his or her minor child.
3. The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.
4. The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.
5. The right to make health care decisions for his or her minor child, unless otherwise prohibited by law.
6. The right to access and review all medical records of his or her minor child, unless prohibited by law or if the parent is the subject of an investigation of a crime committed against the minor child and a law enforcement agency or official requests that the information not be released.
7. The right to consent in writing before a biometric scan of his or her minor child is made, shared, or stored.
8. The right to consent in writing before any record of his or her minor child's blood or deoxyribonucleic acid (DNA) is created, stored, or shared, except as required by general law or authorized pursuant to a court order.

9. The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:

(a) A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;

(b) A purpose related to a legitimate academic or extracurricular activity;

(c) A purpose related to regular classroom instructions;

(d) Security or surveillance of buildings or grounds; or

(e) A photo identification card.

10. The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.

C. ~~B.~~ The parental rights listed in F.S.1001.42(8)(c)1 through 1001.42(8)(c)7 as set forth in Laws of Florida ~~2022-22~~ include, but are not limited to, all of the following rights of a parent of a minor child enrolled as a student in Clay District Schools:

1. School District personnel shall notify a student's parent if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student.

2. School District personnel are required to encourage a student to discuss issues relating to his or her well-being with his or her parent or to facilitate discussion of the issue with the parent.

3. School district personnel may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental,

emotional, or physical health or well-being.

DRAFT

4. School District Policies, Procedures and Student support forms may not prohibit school district personnel from notifying a parent about his or her student's mental, emotional, or physical health or well-being, or a change in related services or monitoring, or that encourage or have the effect of encouraging a student to withhold from a parent such information.

5. The Superintendent of Schools, by and through his designated administrators, shall draft procedures to implement the forgoing policies (1 through 4) by reinforcing the fundamental rights of parents to make decisions regarding the up-bringing and control of their children.

6. Nothing contained in this policy or any procedures drafted to implement this policy shall prohibit School District personnel from adopting procedures that permit school personnel to withhold such information from a parent if a reasonably prudent person would believe that disclosure would result in abuse, abandonment, or neglect, as those terms are defined in s. 39.01 Florida Statutes.

7. Nothing contained in this policy or any procedures drafted to implement this policy shall prohibit, or be construed to prohibit, parents from accessing any of their student's education and health records created, maintained, or used by the school district, as required by s. 1002.22(2).

8. Classroom instruction by school personnel or third parties on sexual orientation or gender identity may not occur in kindergarten through grade 3 or in a manner that is not age-appropriate or developmentally appropriate for students in accordance with state standards.

9. Student support services training developed or provided by a school district to school district personnel must adhere to student services guidelines, standards, and frameworks established by the Department of Education.

10. At the beginning of the school year, the school district shall notify parents of each healthcare service offered at their student's school and the option to withhold consent or decline any specific service. Parental consent to a health care service does not waive the parent's right to access his or her student's educational or health records or to be notified about a change in his or her student's services or monitoring as provided by this paragraph.

11. Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the school district must provide the questionnaire or health screening form to the parent and obtain the permission of the parent to proceed with the administration of the questioning.

12. The Superintendent of Schools, or his designee, shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about the implementation of any part of this entire Policy or its associated procedures at his or her student's school and the process for resolving those concerns within 7 calendar days after notification by the parent.

a. At a minimum, the procedures must require that within 30 days after notification by the parent that the concern remains unresolved, the school district must either resolve the concern or provide a statement of the reasons for not resolving the concern.

b. If a concern is not resolved by the school district, a parent may either:

(1) Request the Commissioner of Education to appoint a special magistrate who is a member of The Florida Bar in good standing and who has at least 5 years' experience in administrative law.

The special magistrate shall determine facts relating to the dispute over the school district policy or procedure/practice, consider information provided by the school district, and render a recommended decision for resolution to the State Board of Education within 30 days after receipt of the request by the parent.

The State Board of Education must approve or reject the recommended decision at its next regularly scheduled meeting that is more than 7 calendar days and no more than 30 days after the date the recommended decision is transmitted.

The costs of the special magistrate shall be borne by the school district.

(2) Bring a legal action against the School Board of Clay County, Florida to obtain a declaratory judgment that the school district procedure/practice violates this Policy and seek injunctive relief.

The court may award damages and shall award reasonable attorney fees and court costs to a parent who receives declaratory or injunctive relief.

c. Each school district shall adopt policies to notify parents of the procedures required under this subparagraph.

d. Nothing contained in this subparagraph shall be construed to abridge or alter rights of action or remedies in equity already existing under the common law or general law.

D. At a minimum, the Superintendent is directed to provide notice directly to parents of students enrolled in the District of the substantive content of this policy at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy.

E. ~~C.~~ As used in this policy, the term "Parent" shall be defined to include a natural or adopted parent, step parent, legal guardian, state agency appointed as a child's guardian or any other individual or entity designated by applicable law as "the parent". means a person who has legal custody of a minor child, as a natural or adoptive parent, or a legal guardian.

~~F.~~ Nothing contained in this Policy or in procedures drafted to implement this Policy, shall require any School District personnel to inform a parent of communications between a student and school personnel if it is determined:

1. ~~That the student, after being encouraged to discuss issues relating to his or her well-being with his or her parent or to facilitate discussion of the issue with the parent, indicates an unwillingness or outright refusal to enter into discussion with his/her parents concerning those matters about which the student communicated with School District personnel, and~~

2. ~~That there is no change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student, or~~

3. ~~Information has been disclosed to the School District personnel by the student or other individual(s) which would cause a reasonably prudent person to believe that disclosure of the communicated information to a parent would result in abuse, abandonment, or neglect, as those terms are defined in s. 39.01 Florida Statutes.~~

September 7, 2023 - Regular 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 9.7.2023.pdf](#)

**DIVISION OF HUMAN RESOURCES
PERSONNEL CONSENT AGENDA
September 7, 2023
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I. Administrative Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
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I. Administrative Actions

B. RE-APPOINTMENT

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

C. RE-DESIGNATION

Name/Assignment	Site	Previous Assignments
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I. Administrative Actions

D. TRANSFER

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

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
BRAMLITT, KAREN DENISE FIE MGR SELF CONTAINED I CAFETERI	Fleming Island Elementary	Effective 2023-05-30 Conclude Employment
GENTRY, WENDE R MCE MGR SATELLITE I CAFETERI	Montclair Elementary	Effective 2023-05-30 RESIGNATION
HECHT, ROUGINA EL HASSAN OPH CAFE ASSISTANT 6.5 HOURS 9 MON CA	Food & Nutrition Srvc	Effective 2023-05-25 RESIGNATION
NAGLE, NICOLE MICHELE FNS CAFE VAN DRIVER 6.5 HOURS 9 MON SU	Food & Nutrition Srvc	Effective 2023-05-25 RESIGNATION

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I. Administrative Actions

F. SUPPLEMENT

Name/Assignment	Site	
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I. Administrative Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
MORRIS, TRINITY C FNS MANAGER FOOD SERVICES INTE CAFETERI	Food & Nutrition Srvc	Effective 2023-08-09 CAFETERI / Annual
NAGLE, NICOLE MICHELE FNS MANAGER FOOD SERVICES INTE CAFETERI	Food & Nutrition Srvc	Effective 2023-08-02 CAFETERI / Annual
SEECH, PAMELA ANN MANAGER, INFORMATION SERV 12 MONTH	INFORMATION AND TECH SERVICES	Effective 2023-07-24 12 MONTH / Annual

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I. Administrative Actions

B. RE-APPOINTMENT

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

C. RE-DESIGNATION

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignments</u>
DE MARIE, JAMES GCJ INTERIM PRINCIPAL 12 MONTH	Green Cove Springs Junior High	Effective 2023-08-02 / redesignated from / GCJ ASST PRINCIPAL JH 12 MO / 12 MONTH
GREEN, MONICA VICKERS GCJ ASST PRINCIPAL JH 12 MO 12 MONTH	Green Cove Springs Junior High	Effective 2023-08-02 / redesignated from / GCJ ASST PRINCIPAL JH 11 MO / 11 MONTH
PERKINS, RICHARD LEE ITS DIRECTOR, IT 12 MONTH	INFORMATION AND TECH SERVICES	Effective 2023-07-31 / redesignated from / ITS COOR, IT / 12 MONTH

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I. Administrative Actions

D. TRANSFER

Name/Assignment	Site	Contract
COX, KIMBERLY RENEE KHH MGR SELF CONTAINED IB CAFETERI	Keystone Heights High School	EFFECTIVE 08/02/2023 / TRANSFER FROM FNS MGR FOOD TRUCK / 10 MONTH
CREECH, KAYLA A FIE MGR SELF CONTAINED I CAFETERI	Fleming Island Elementary	EFFECTIVE 08/02/2023 / TRANSFER FROM WES MGR SATELLITE I / 10 MONTH
CUNNINGHAM, SHERIE RENEE MCE MGR SATELLITE I CAFETERI	Montclair Elementary	Effective 2023-08-09 /transfer from / FNS MANAGER FOOD SERVICES INTE
DEVORE, HEATHER LYNN OPR COOR, OPERATIONS 12 MONTH	Coppergate Elementary	Effective 2023-08-21 /transfer from / CGE ASST PRINCIPAL EL 12 MO
LOWRY, JESSICA LANE TBE MGR SELF CONTAINED I CAFETERI	Thunderbolt Elementary	EFFECTIVE 08/02/2023 / TRANSFER FROM FNS MANAGER FOOD SERVICES INTE / 10 MONTH
WILLIAMS, DEVITA LATRICE WES MGR SATELLITE I CAFETERI	Wilkinson Elementary	Effective 2023-08-16 /transfer from / FNS MANAGER FOOD SERVICES INTE

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I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
FAULKNER, JUSTIN R GCJ PRINCIPAL, JUNIOR HIGH 12 MONTH	Green Cove Springs Junior High	Effective 2023-08-31 RESIGNATION
SEECH, PAMELA ANN ITS PROGRAMMER/ANALYST 12 MO SU	INFORMATION AND TECH SERVICES	Effective 2023-07-21 RESIGNATION

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I. Administrative Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	
	BURGHART, JOSHUA KYLE MHS DEPT HEAD (11-16 SUPPLEME	Clay High	Resignation
0.5	DORSCH, MARY ELIZABETH DOE ESE INTERVENTION FAC. SUPPLEME	Discovery Oaks Elementary	Appointment
	MILLER, JEFFREY BRANDON TBE ESE INTERVENTION FAC. SUPPLEME	Thunderbolt Elementary	Appointment

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II. JOB DESCRIPTION ACTIONS

A. Support - Approve the following job description:

REVISED:

C-3.2.06 - Professional Development Assistant

As a response to the OPPAGA Audit to ensure that all job descriptions are current, Human Resources is leading the revision of all job descriptions throughout the District. This month, the following Support job description has been carefully reviewed and revised. Special care has been taken in review of the Required Qualifications for these job descriptions.

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Job Locator: C-3.2.06

Title: Professional Development Assistant

Position Grade: Support Salary Schedule

Evaluated By: Director of School Improvement, Professional Development, and Assessment

Job Description:

Provides assistance for development and implementation of instructional and classified professional development and inservice activities. He/she ensures documentation is complete and maintains professional development and inservice records according to state statutes and board policy.

Responsibilities and duties of this position include:

1. Prepare and update program reports, plans for professional development and inservice.
2. Assist with the review and evaluation of professional development plans, components, activities, and budgets.
3. Process professional development and inservice certification records by updating individual files, distributing points to appropriate recertification areas, and processing add-on certifications and endorsements.
4. Provide information regarding recertification requirements, professional development, and inservice points.
5. Compile Master Inservice Plan and Professional Development System documents and facilitate the process of updating components to align with the current state laws and rules.
6. Assist with and participate in the Professional Development Advisory Council as an active member.
7. Prepare and distribute information related to professional development and inservice activities.
8. Review and process in-service payroll requests.
9. Monitor the professional development and inservice automated computing system by maintaining control files and updating files.
10. Assist with training in state protocol standards of professional development and inservice for the district and schools to meet the standards.
11. Assist with budget preparation, grant preparation and the monitoring and review of both.
12. Prepare official in-service records for out-of-county transfers.
13. Perform miscellaneous clerical duties such as correspondence, agendas, scheduling, prepare forms, etc.
14. May prepare support documentation for agenda for boards, meetings, etc.
15. Provide general information and assistance as required, and route calls to appropriate people or departments.

16. Perform other similar or related duties as assigned.

Required Qualifications:

1. Must be a high school graduate or have passed the GED equivalency examination.
2. Two years experience in data processing, communication skills, and organizational skills; or a combination of education/training/experience which provides a background necessary to perform the work.

PHYSICAL EFFORT	REGULARLY	FREQUENTLY	OCCASIONALLY	NEVER
Lifting/carrying objects under 20 pounds		x		
Lifting/carrying object between 21-50 pounds			x	
Standing for sustained period of time			x	
Stooping/bending		x		
Walking for sustained periods of time			x	
Climb steps, stools or ladders			x	
Kneeling/crouching			x	
Twisting			x	
Pushing/pulling carts or other such objects		x		
Reach above shoulders		x		
Repetitive motions of the wrists, hands and fingers		x		
Operation of power tools, mechanical equipment			x	

WORKING CONDITIONS	REGULARLY	FREQUENTLY	OCCASIONALLY	NEVER
Working in a normal office environment with few physical discomforts.		x		
Working in an area that is somewhat uncomfortable due to drafts, noise, temperature variations and other conditions.			x	
Working with equipment or performing procedures where carelessness could result in injury			x	
Work Conditions that may have a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on scaffolding and high places, and exposure to heat or chemicals.			x	

Approved: 07/01/1994

Revised: 09/21/1995

Revised: 11/18/2014

Revised: 09/07/2023

III. Instructional Actions

A. APPOINTMENT

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

B. RE-APPOINTMENT

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

C. RE-DESIGNATION

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

D. TRANSFER

Name/Assignment	Site	Previous Assignment
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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	ALLEN, LISA YARBROUGH FIH REGISTERED NURSE 10 MONTH	Oakleaf High School	Effective 2023-05-30 RESIGNATION
0.9	BOWMAN JR, JOHN WILLIAM MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2023-05-26 RESIGNATION
	BOWMAN, MICHAEL DAVID BLC TEACHER, PHYSICAL ED JH 10 MONTH	Bannerman Learning Center	Effective 2023-05-30 RESIGNATION
	CHANEY, ASHLEY CHRISTINE DOE TEACHER, SC, FOURTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2023-05-30 RESIGNATION
0.9	CONLEY JR, GARY MICHAEL WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2023-05-26 RESIGNATION
	DUCHIEN, MICHAEL C KHE VE SELF-CONTAINED-IND 10 MONTH	Keystone Heights Elementary	Effective 2023-05-30 RESIGNATION
0.8	GENTILE, ALEXANDRIA GABRIEL TES GENERIC CLASSROOM ASSISTAN 9 MON SU	Plantation Oaks Elementary	Effective 2023-05-26 RESIGNATION
	GORHAM, SUSAN DALE MRE TEACHER, VE/INCLUSION 10 MONTH	Mcrae Elementary	Effective 2023-05-30 RESIGNATION
0.9	HUSKEY, LYNDSEY KAYLIN LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2023-05-26 RESIGNATION
0.9	JACKSON, ISAIAH LEMETRICE RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2023-05-26 RESIGNATION
	KENT WRIGHT, LORI ANN ESE BEHAVIOR SITE COACH 10 MONTH	Lakeside Junior High	Effective 2023-05-30 RESIGNATION
0.9	KOSSUTH, MICHAEL JAMES TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2023-05-26 RESIGNATION
	LEE, LINDSEY ALLISON MBE TEACHER, PHYSICAL ED EL 10 MONTH	Middleburg Elementary	Effective 2023-05-30 RESIGNATION
0.5	LIVINGSTONE, JEANINE CHANTAL CHS MEDIA SPECIALIST, SH 10 MONTH	Clay High	Effective 2023-05-30 RESIGNATION
0.5	LIVINGSTONE, JEANINE CHANTAL CHS TEACHER, STRATEGIC INT 10 MONTH	Clay High	Effective 2023-05-30 RESIGNATION
0.9	LUCAS, AMANDA FAY	Oakleaf Junior High School	Effective 2023-05-26

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
	OLJ GENERAL HEALTH ASSISTA 9 MON SU		RESIGNATION
	MCEARL, CHARLENE CRYSTAL CEB TEACHER, SC, FIFTH GR 10 MONTH	Charles E. Bennett Elementary	Effective 2023-05-30 RESIGNATION
	MORRAND, VANESSA NICOLE OHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	Effective 2023-05-30 RESIGNATION
0.8	NESMITH, MICHAEL BRANDON OPH IN SCHOOL SUSPENSION 9 MON SU	Orange Park High	Effective 2023-05-26 RESIGNATION
	PHELPS, SEANNA TARYN ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Thunderbolt Elementary	Effective 2023-05-30 RESIGNATION
	PRIEST, AMY ANNE LAJ CAFE ASSISTANT 5.25 HOURS 9 MON CA	Lake Asbury Elementary	Effective 2023-05-25 RESIGNATION
0.5	RAMSEY, LAURA LUCENTE ESE TEACHER, SPEECH CLINICIAN SPECIAL	Orange Park Jr High	Effective 2023-05-30 RESIGNATION
0.9	RODRIGUEZ, NATALIE ALTAGRACIA TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2023-05-26 RESIGNATION
0.8	SANTILLAN, MARCO A OPH ESOL CLASSROOM ASSISTANT 9 MON SU	Wilkinson Jr High	Effective 2023-05-26 RESIGNATION
	TATO, ASHLEY LAPOINT ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Plantation Oaks Elementary	Effective 2023-05-30 RESIGNATION
	THOMPSON, FRANCES LEE LES TEACHER, PRE-K/ BEHAVIOR ESE 10 MONTH	Lakeside Elementary	Effective 2023-05-30 RESIGNATION
0.9	TITCHENELL, JASMINE ELIZABETH OVE GENERAL ASSISTANT 9 MON SU	Oakleaf Village Elementary	Effective 2023-05-26 RESIGNATION
0.9	WOODY, BETHANI VERONICA DAWN OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	Effective 2023-05-26 RESIGNATION

III. Instructional Actions

F. SUPPLEMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
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III. INSTRUCTIONAL ACTIONS 2022-2023

G. PENDING APPOINTMENTS

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

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III. INSTRUCTIONAL ACTIONS 2022-2023

H. OUT OF FIELD

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

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III. Instructional Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
ADAMS, DEYONTE LEORLANDO ROE COUNSELOR, ELEM 10 MONTH	Rideout Elementary	Effective 2023-08-16 10 MONTH / Instructional Probationary Annual
ADDISON, IVONNE MARIELY SPS TEACHER SC SIXTH GR 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
ALLEN, LISA YARBROUGH OHS TEACHER, HEALTH SCIENCE ED 10 MONTH	Oakleaf High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
ANDERSEN, SARAH MARIE RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
ARMSTRONG, SUMMER ELIZABETH JOY POE TEACHER, SC, KINDERGARTEN 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
AUTRY, JENNIFER DAWN LAE TEACHER, SC, SIXTH GR 10 MONTH	Lake Asbury Elementary	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
BACOTE, SABRIYA ANNE GCJ TEACHER, RESEARCH/CRIT JH 10 MONTH	Green Cove Springs Junior High	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
BADER, JENNIFER CHRISTINE SPS TEACHER SC KINDERGARTEN 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BARTLETT, ANNA LVOVNA OHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Oakleaf High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
BENNETT, EBONIE SIRLECIA KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BENSON, CARLY KRYSZYNA SPS TEACHER SC KINDERGARTEN 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 10 MONTH / Instructional Probationary Annual
BERRY, TAYLOR NICOLE FIH TEACHER, READING, SH 10 MONTH	Fleming Island High School	Effective 2023-08-08 10 MONTH / Instructional Probationary Annual
BLANKENSHIP, HALIE BROOKE DOE TEACHER, SC, THIRD GR 10 MONTH	Discovery Oaks Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BOWMAN JR, JOHN WILLIAM MHS TEACHER, SOC STUD, SH 10 MONTH	Middleburg High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BRAMLITT, ALISON HUTSON PES TEACHER, ART, ELEM 10 MONTH	Robert M. Paterson Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BRIDGES, AARON JASON GPE TEACHER, SC, SIXTH GR 10 MONTH	Grove Park Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BRIDGES, DESTINY UNIQUE LES TEACHER, SC, FIFTH GR	Lakeside Elementary	Effective 2023-08-02 10 MONTH / Instructional

III. Instructional Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
10 MONTH		Probationary Annual
BROCK SANCHEZ, KELLY MICHELLE LES BEHAVIOR SITE COACH 10 MONTH	Lakeside Elementary	Effective 2023-08-15 10 MONTH / Instructional Probationary Annual
BROWN, TORI NEIRRA LAJ TEACHER, VE/INCLUSION 10 MONTH	Lake Asbury Junior High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
BUSSEY, SABRINA LASHARN TES VE SELF-CONTAINED-ASD 10 MONTH	Tynes Elementary	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual
CHAPUT, WAYNE HENRY OHS TEACHER, TECHNOLOGY ED 10 MONTH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Annual
CLIFT, SHEILA RAE FIH TEACHER, VE/INCLUSION 10 MONTH	Fleming Island High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
COBB, PATRICIA ANN OPJ TEACHER, SCIENCE, JH 10 MONTH	Orange Park Jr High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
COLBERT, JENNIFER CUDDAHEE ROE TEACHER, VE/INCLUSION 10 MONTH	Rideout Elementary	Effective 2023-08-15 10 MONTH / Instructional Probationary Annual
COLLINS, MEREDITH BOATRIGHT ROE TEACHER, VE/INCLUSION 10 MONTH	Rideout Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
CONLEY JR, GARY MICHAEL WEC TEACHER, SC, FIFTH GR 10 MONTH	W.E. Cherry Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
COOK, CHERISH HELEN GPE TEACHER, SC, THIRD GR 10 MONTH	Grove Park Elementary	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
CRUZEN, CORY MICHAEL TBE VE SELF-CONTAINED-IND 10 MONTH	Thunderbolt Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
DAVIS, MICHELLE FRANCES OHS TEACHER, RESEARCH/CRIT JH 10 MONTH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
DOPPKE, ROBYN LYNN OPJ MEDIA SPECIALIST, JH 10 MONTH	Orange Park Jr High	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
DRENNAN, TREVOR ALAN CEB TEACHER, SC, FIFTH GR 10 MONTH	Charles E. Bennett Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
DRIGGERS, JORDAN THOMAS OLJ TEACHER, MATHEMATICS, JH 10 MONTH	Oakleaf Junior High School	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
DUBOSE, AMARI TREVON ZECHARIA GPE TEACHER, SC, FOURTH GR 10 MONTH	Grove Park Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	EVERETTE-TALLEY, LATREIA NICOLE RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
0.5	FARMER, CARRIE ELIZABETH CEB TEACHER, SC, FIFTH GR SPECIAL	Charles E. Bennett Elementary	Effective 2023-08-02 SPECIAL / Instructional Probationary Annual
	FAY, KANDIS LARIE ROE TEACHER, SC, THIRD GR 10 MONTH	Rideout Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	FETZNER, MATTHEW JOHN FIH TEACHER, SCIENCE, SH 10 MONTH	Fleming Island High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	FIELDS, RILEY ALYSE WEC VE SELF-CONTAINED-ASD 10 MONTH	W.E. Cherry Elementary	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual
	FITE, JEFFERSON PERRY POE VE SELF-CONTAINED-ASD 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-16 10 MONTH / Instructional Probationary Annual
	FOREMAN, BROCK JEFFERY AES TEACHER, SC, FIFTH GR 10 MONTH	Argyle Elementary	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
	FORMAN, LINDSEY JOANNE LJH TEACHER, SUPP FACIL 10 MONTH	Lakeside Junior High	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
	FORTUNE, TANIKA NADINE RVE TEACHER, SC, THIRD GR 10 MONTH	Ridgeview Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
0.4	FRISBEE, JENNIFER HOFFMANN ESE TEACHER, SPEECH CLINICIAN SPECIAL	Argyle Elementary	Effective 2023-08-03 SPECIAL / Instructional Probationary Annual
	GAMBLE, BRYAN EUGENE OHS TEACHER, READING, SH 10 MONTH	Oakleaf High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	GARY, ALYSON LAUREL KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	GENTRY, JAMES ARTHUR OPJ TEACHER, SUPP FACIL 10 MONTH	Orange Park Jr High	Effective 2023-08-17 10 MONTH / Instructional Probationary Annual
	GERON, MADISON ELISE LAE TEACHER, PRE-KDG/ASD ESE 10 MONTH	Lake Asbury Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	GIROTTO, BEATRIZ RANGEL CEB TEACHER, SC, FIRST GR 10 MONTH	Charles E. Bennett Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	GOMES, JENNIFER JOAN OVE TEACHER, SC, FIFTH GR 10 MONTH	Oakleaf Village Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	GOURLEY, TAYLOR PAIGE LAE TEACHER, SC, FIFTH GR 10 MONTH	Lake Asbury Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	GREER, NICHOLAS A	Wilkinson Elementary	Effective 2023-08-03

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	WES TEACHER, SC, FIFTH GR 10 MONTH		10 MONTH / Instructional Probationary Annual
	GUZMAN, ANYSSA GRACE WEC VE SELF-CONTAINED-ASD 10 MONTH	W.E. Cherry Elementary	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual
	GUZMAN, VICTOR JOSE OPJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Orange Park Jr High	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
	HANSEN, TINA MARIE SLE TEACHER, INSTRUCT TECH EL 10 MONTH	Shadowlawn Elementary	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual
0.6	HARRELL STEWART, HOLLY SHARY CTE COLLEGE/CAREER CH 10 MONTH	Clay High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	HARRIS, HEIDI MERTEL DOE TEACHER, SC, FIRST GR 10 MONTH	Discovery Oaks Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	HAY, LACEY RENEE ROE TEACHER, SC, FIFTH GR 10 MONTH	Rideout Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	HENSE, COURTNEY VANCE MRE TEACHER, VE/INCLUSION 10 MONTH	Mcrae Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	HERNANDEZ, TANAIRI OHS TEACHER, FOREIGN LANG, SH 10 MONTH	Oakleaf High School	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
	HILTON, BRITTANY MARIE KHH TEACHER, VE/INCLUSION 10 MONTH	Keystone Heights High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	HINKLE, WENDY MORGAN LAE TEACHER, SC, SIXTH GR 10 MONTH	Lake Asbury Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	HOWE, ANDREA BELLE OPH TEACHER, SUPP FACIL 10 MONTH	Orange Park High	Effective 2023-08-02 10 MONTH / Annual
	JACKSON, ISAIHA LEMETRICE RHS TEACHER ESE APP TECH 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	JACOWAY, TARA LARAE FIE VE SELF-CONTAINED-ASD 10 MONTH	Fleming Island Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	JAMES, SHADERRIKA LASHAY WEC TEACHER, SC, FOURTH GR 10 MONTH	W.E. Cherry Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	JENKINS, KENNETH AARON DOE TEACHER, SC, FOURTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2023-08-16 10 MONTH / Instructional Probationary Annual
	JOHNSON, BRIANA ASHLEY OVE TEACHER, SC, SECOND GR 10 MONTH	Oakleaf Village Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	JOHNSON, JOEL NATHAN OVE TEACHER, SC, FIFTH GR 10 MONTH	Oakleaf Village Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	KIRKSEY, IRIS SHERIE AES COUNSELOR, ELEM 10 MONTH	Argyle Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	KITE, ANGELA RENEE SPC TEACHER, COMBINATION, EL 10 MONTH	Swimming Pen Creek Elem	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	KONIOS, CHRISTOPHER STEVEN OHS TEACHER, SOC STUD, SH 10 MONTH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	KOSSUTH, MICHAEL JAMES TBE VE SELF-CONTAINED-IND 10 MONTH	Thunderbolt Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	LABERIS, SEAN CHRISTOPHER RHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
0.5	LADE, ERIKA PARKS CEB TEACHER, SC, FIFTH GR SPECIAL	Charles E. Bennett Elementary	Effective 2023-08-02 SPECIAL / Annual
	LAZIC, DEBRA MAWYER MRE TEACHER, PRE-KDG/ASD ESE 10 MONTH	Mcrae Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	LEON, LUCINDA SPC TEACHER, SC, FIFTH GR 10 MONTH	Swimming Pen Creek Elem	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	LESS, ALICE REGINA TBE TEACHER, SC, SECOND GR 10 MONTH	Thunderbolt Elementary	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
	LEVINE, TERRI S RVE TEACHER, SC, SIXTH GR 10 MONTH	Ridgeview Elementary	Effective 2023-08-18 10 MONTH / Instructional Probationary Annual
	LEWIS, ANGELA JO WES TEACHER, SC, FIFTH GR 10 MONTH	Wilkinson Elementary	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
	LOMONACO, MICHAEL CHRISTOPHER LAJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Lake Asbury Junior High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	LONG, STEPHEN ROBERT LAJ TEACHER, VE/INCLUSION 10 MONTH	Lake Asbury Junior High School	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
	LOPEZ, KYE R MBE TEACHER, PHYSICAL ED EL 10 MONTH	Middleburg Elementary	Effective 2023-08-15 10 MONTH / Instructional Probationary Annual
	LUCAS, AMANDA FAY OLJ TEACHER, SUPP FACIL 10 MONTH	Oakleaf Junior High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	LUKE, LANDON ALEXANDER CHS TEACHER, SCIENCE, SH	Clay High	Effective 2023-08-02 10 MONTH / Instructional

III. Instructional Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
10 MONTH		Probationary Annual
MABREY, JACQUELYN MOORE POE VE SELF-CONTAINED-ASD 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual
MARONEY, BRTTANY LORELEI CEB TEACHER, SC, THIRD GR 10 MONTH	Charles E. Bennett Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
MCANNALLY, ALEXIS LEANN TES TEACHER, SC, KINDERGARTEN 10 MONTH	Tynes Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
MCCLUNG, ANGELIQUE LAUGHLIN FYA TEACHER, AGRICULTURE 10 MONTH	FL Youth Challenge Academy	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
MCCULLOUGH, MATTHEW SETH DIS TEACHER, SC, FOURTH GR 10 MONTH	Doctors Inlet Elementary	Effective 2023-08-02 10 MONTH / Annual
MCKENNON, MARTIN JERRELL POE TEACHER, SC, FOURTH GR 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
MCWILLIAMS, KEYANNA CHARISE AES TEACHER, SC, FIRST GR 10 MONTH	Argyle Elementary	Effective 2023-08-02 10 MONTH / Annual
MIMBS, JOHN ALAN KHH TEACHER, MATHEMATICS, SR 10 MONTH	Keystone Heights High School	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
MITCHELL, JORDAN MADISON FIE TEACHER, SC, THIRD GR 10 MONTH	Fleming Island Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
MORAN, HAYLEY GRACE POE TEACHER, SC, FIRST GR 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-17 10 MONTH / Instructional Probationary Annual
MORRIS, JANET MARIE LJH TEACHER, MATHEMATICS, JH 10 MONTH	Lakeside Junior High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
MOULTON, MIRANDA GAIL MRE TEACHER, SC, SIXTH GR 10 MONTH	Mcrae Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
NESMITH, MICHAEL BRANDON OPH TEACHER, VE/INCLUSION 10 MONTH	Orange Park High	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
NUTTING, JARED TODD POE TEACHER, PHYSICAL ED EL 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
OLMSTEAD, DANELLE ASHLEY DOE TEACHER, SC, THIRD GR 10 MONTH	Discovery Oaks Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
OLOVER, JADE NAONJE OPJ TEACHER, LANGUAGE ARTS, JH	Orange Park Jr High	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	10 MONTH OUELLETTE, ALLYSON PAIGE DOE TEACHER, SC, FOURTH GR	Discovery Oaks Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	10 MONTH PATTERSON, RICHARD JAMES OPH TEACHER, LANGUAGE ARTS, SH	Orange Park High	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	10 MONTH PELECH, ASHLEY LOUISE MOORE WES TEACHER, SC, FOURTH GR	Wilkinson Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	10 MONTH PEREZ, CRISTINA POE TEACHER, SC, KINDERGARTEN	Plantation Oaks Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	10 MONTH PHILLIPS, ADARSHAUNA JEBRUN LES TEACHER, SC, FOURTH GR	Lakeside Elementary	Effective 2023-08-02 10 MONTH / Annual
	10 MONTH PIKE, ERIC ALAN RHS TEACHER, SCIENCE, SH	Ridgeview High School	Effective 2023-08-09 10 MONTH / Instructional Probationary Annual
	10 MONTH POLAN, MORGAN BETH MBE COUNSELOR, ELEM	Middleburg Elementary	Effective 2023-08-07 10 MONTH / Instructional Probationary Annual
	10 MONTH PRICE, ALLEN OLJ TEACHER, LANGUAGE ARTS, JH	Oakleaf Junior High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	10 MONTH PRIEST, AMY ANNE LAE TEACHER, SC, THIRD GR	Lake Asbury Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	10 MONTH QUIETT, SARA ELIZABETH MBE TEACHER, SC, FOURTH GR	Middleburg Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
	10 MONTH RAE, ROBIN CHE TEACHER, SC, SECOND GR	Clay Hill Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
	10 MONTH RAMSEY, CARLY ANN DOE TEACHER, SC, KINDERGARTEN	Discovery Oaks Elementary	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
	10 MONTH RECKER, MELISSA KAY MHS TEACHER, VE/INCLUSION	Middleburg High	Effective 2023-08-16 10 MONTH / Instructional Probationary Annual
0.8	RICE, NICOLE ELIZABETH ESE OCCUPATIONAL THERAPIST SPECIAL	Exceptional Student Education	Effective 2023-08-02 SPECIAL / Instructional Probationary Annual
	10 MONTH RICHARDSON, DANIELLE ESTERIAL OHS TEACHER, SOC STUD, SH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
RIDDLE, BRANDI LEA SBJ TEACHER, VE/INCLUSION 10 MONTH	S. Bryan Jennings Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
RIOS, RUBEN RHS VE SELF-CONTAINED-ASD 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
RODRIGUEZ, NATALIE ALTAGRACIA TES VE SELF-CONTAINED-ASD 10 MONTH	Tynes Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
ROE, CHRISTINE PAULINE OHS TEACHER, HEALTH SCIENCE ED 10 MONTH	Oakleaf High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
RUBIE, CIARA NICOLE WEC TEACHER, SC, FOURTH GR 10 MONTH	W.E. Cherry Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
SAGREDO, LISA MARIE POE TEACHER, SC, FIRST GR 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
SANDERS, MELISSA GRACE FIH TEACHER, SOC STUD, SH 10 MONTH	Fleming Island High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
SANTILLAN, MARCO A WJH TEACHER, ART, JH 10 MONTH	Wilkinson Jr High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
SAYMIKNHA, YOLANDA MBE TEACHER, VE/INCLUSION 10 MONTH	Middleburg Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
SCOTTO, RONALD JOSEPH GPE COUNSELOR, ELEM 10 MONTH	Grove Park Elementary	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
SEGRS, COLLEEN LUCILLE RHS MEDIA SPECIALIST, SH 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
SGRO, DENNIS NATHAN CHS TEACHER, MATHEMATICS, SR 10 MONTH	Clay High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
SHEPARD, GILLIAN MARGARET LES TEACHER, VE/INCLUSION 10 MONTH	Lakeside Elementary	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
SINGLETON-COLEMAN, FELICIA IRENE CGE TEACHER, SC, FIFTH GR 10 MONTH	Coppergate Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
SLAVANT, LAUREN NICOLE AES TEACHER, ART, ELEM 10 MONTH	Argyle Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
SMITH, MELANIE CELESTE OPH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Orange Park High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
SPINA, MARIA MARILENA AES TEACHER, SC, KINDERGARTEN	Argyle Elementary	Effective 2023-08-15 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
10 MONTH		
STANEK, ELIZABETH HOPE CGE VE SELF-CONTAINED-EBD 10 MONTH	Coppergate Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
STEINMETZ, ERIN MICHAL OPH TEACHER, MATHEMATICS, SR 10 MONTH	Orange Park High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
STETTNER, ARYN ANN BLC VE SELF-CONTAINED-ASD 10 MONTH	Bannerman Learning Center	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
STEVENS, AARON ANDREW CEB TEACHER, SC, FOURTH GR 10 MONTH	Charles E. Bennett Elementary	Effective 2023-08-15 10 MONTH / Instructional Probationary Annual
STORK, ELIZABETH ROSE GCJ TEACHER, MATHEMATICS, JH 10 MONTH	Green Cove Springs Junior High	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
STRINGER, MAURA DANIELLE GCJ COUNSELOR, JH 10 MONTH 10 MONTH	Green Cove Springs Junior High	Effective 2023-08-04 10 MONTH / Instructional Probationary Annual
STUARD, KYLE ANTHONY OHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Oakleaf High School	Effective 2023-08-14 10 MONTH / Instructional Probationary Annual
SUMPTER III, RAYMOND KEITH WES TEACHER, SC, FIFTH GR 10 MONTH	Wilkinson Elementary	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
TAYLOR, KIERCESTEN IMARI RHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
TBER, MONICA KELLY FIH TEACHER, MATHEMATICS, SR 10 MONTH	Fleming Island High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
THIBODEAUX, NICOLE LYNN RHS TEACHER ESE APP TECH 10 MONTH	Ridgeview High School	Effective 2023-08-02 10 MONTH / Annual
TITCHENELL, JASMINE ELIZABETH OVE TEACHER, SC, FIRST GR 10 MONTH	Oakleaf Village Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
VAN HOOK, LAURA J FIE COUNSELOR, ELEM 10 MONTH	Fleming Island Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WALKER, MEGHAN DEARING MHS TEACHER, SUPP FACIL 10 MONTH	Middleburg High	Effective 2023-08-16 10 MONTH / Annual
WANAMAKER, KATHRYN ELISE STS SCHOOL SOCIAL WORKER 10 MONTH	CLIMATE AND CULTURE	Effective 2023-08-02 10 MONTH / Annual
WEEKS, REBECCA LYNN RVE TEACHER, SC, FOURTH GR	Ridgeview Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
10 MONTH		
WELLS, MADISON KAYE LAE VE SELF-CONTAINED-ASD 10 MONTH	Lake Asbury Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WESTMORELAND, MICHAEL WAYNE DOE TEACHER, SC, SIXTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WHITFIELD, DOREEN CLAYTONYA WJH TEACHER, VE/INCLUSION 10 MONTH	Wilkinson Jr High	Effective 2023-08-10 10 MONTH / Instructional Probationary Annual
WHITING, JONATHAN LEE RHS VE SELF-CONTAINED-IND 10 MONTH	Ridgeview High School	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
WILCOX, KATIE ELIZABETH WES TEACHER, SC, FIFTH GR 10 MONTH	Wilkinson Elementary	Effective 2023-08-16 10 MONTH / Instructional Probationary Annual
WILKES, MEGHAN LEIGH OLJ TEACHER, PHYSICAL ED JH 10 MONTH	Oakleaf Junior High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WILLIAMS, KRISTINA RAE CGE VE SELF-CONTAINED-EBD 10 MONTH	Coppergate Elementary	Effective 2023-08-02 10 MONTH / Annual
WILLSON, SARAH ELIZABETH STS SCHOOL SOCIAL WORKER 10 MONTH	CLIMATE AND CULTURE	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WILSON, DEVIN MICHAEL OHS TEACHER, DROPOUT PREV SH 10 MONTH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WILSON, HEAVEN TRINITY OLJ TEACHER, SOC STUD, JH 10 MONTH	Oakleaf Junior High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WILSON, SHANGA ARDE LAJ VE SELF-CONTAINED-EBD 10 MONTH	Lake Asbury Junior High School	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WOERMAN, THOMAS GEORGE CGE TEACHER, SC, FIFTH GR 10 MONTH	Coppergate Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WOODS, BRANDON LERAY OPH TEACHER, SCIENCE, SH 10 MONTH	Orange Park High	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
WOODY, BETHANI VERONICA DAWN OPH TEACHER, VE/INCLUSION 10 MONTH	Orange Park High	Effective 2023-08-03 10 MONTH / Instructional Probationary Annual
WRIGHT, TONYA LANETTE GPE TEACHER, SC, KINDERGARTEN 10 MONTH	Grove Park Elementary	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual
WYLIE JR, ROBERT LJH TEACHER, TECHNOLOGY ED 10 MONTH	Lakeside Junior High	Effective 2023-08-02 10 MONTH / Instructional Probationary Annual

III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
FEHRS, AMBER KAYE MHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Middleburg High	10 MONTH / Annual
KISS, KAYLA ASHLEY FIH TEACHER, FOREIGN LANG, SH 10 MONTH	Fleming Island High School	10 MONTH / Annual
SEXTON, AMELIA FAITH FIH TEACHER, FOREIGN LANG, SH 10 MONTH	Fleming Island High School	10 MONTH / Annual

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III. Instructional Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous Assignment
	BERRY, MANDY MARIE ROE TEACHER, PRE-KDG ESE 10 MONTH	Rideout Elementary	EFFECTIVE 08/02/2023 / REDESIGNATE FROM ROE TEACHER, PRE-KDG ESE .5 / 10 MONTH
	BRUNDLE, NICOLE RENEE ROE TEACHER, ART, ELEM 10 MONTH	Rideout Elementary	EFFECTIVE 08/02/2023 / REDESIGNATE FROM ROE TEACHER, ART, ELEM .5 / 10 MONTH
0.6	CARTER, ASHTYN VICTORIA WEC COUNSELOR, ELEM SPECIAL	W.E. Cherry Elementary	EFFECTIVE 08/02/2023 / REDESIGNATE FROM WEC TEACHER, SC, KINDERGARTEN .4 / 10 MONTH
0.8	MARTIN, TIFFANY SPENCER ESE TEACHER, SPEECH CLINICIAN SPECIAL	Shadowlawn Elementary	EFFECTIVE 08/02/2023 / REDESIGNATE FROM ESE TEACHER, SPEECH CLINICIAN / 10 MONTH

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III. Instructional Actions

D. TRANSFER

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous Assignment</u>
BASSETT, ASSINE DAGHER BLC TEACHER, SUPP FACIL 10 MONTH	Bannerman Learning Center	EFFECTIVE 08/02/2023 / TRANSFER FROM MHS TEACHER, VE/INCLUSION / 10 MONTH
BEGIN, MARGARET E BLC VE SELF-CONTAINED-EBD 10 MONTH	Bannerman Learning Center	Effective 2023-08-08 /transfer from / MHS TEACHER, VE/INCLUSION
BLANTON, MARGO DEEANN LAE VE SELF-CONTAINED-ASD 10 MONTH	Lake Asbury Elementary	EFFECTIVE 08/02/2023 / TRANSFER FROM WEC TEACHER, SC, KINDERGARTEN / 10 MONTH
CALDWELL, TAMMIE MARIE LAE TEACHER, PRE-KDG ESE 10 MONTH	Lake Asbury Elementary	EFFECTIVE 08/02/2023 / TRANSFER FROM RHS TEACHER ESE APP TECH / 10 MONTH
DOTSON, ANGELA KAY SPS TEACHER SC KINDERGARTEN 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	EFFECTIVE 08/02/2023 / TRANSFER FROM LES TEACHER, SC, KINDERGARTEN / 10 MONTH
DRESSEL, KAREN ELIZABETH KHH VE SELF-CONTAINED-ASD 10 MONTH	Keystone Heights High School	EFFECTIVE 08/02/2023 / TRANSFER FROM MHS TEACHER, SP DE PE / 10 MONTH
GARNER, WILLIAM HENRY LJH TEACHER, READING, JH 10 MONTH	Lakeside Junior High	EFFECTIVE 08/02/2023 / TRANSFER FROM LAE TEACHER, PHYSICAL ED EL / 10 MONTH
GILLENWATERS, MELISSA LYNN KHH TEACHER, READING, SH 10 MONTH	Keystone Heights High School	EFFECTIVE 08/02/2023 / TRANSFER FROM KHE TEACHER, TITLE I, ELEM / 10 MONTH
KNIGHT, SHERRILL NICOLE OHS TEACHER, VE/INCLUSION 10 MONTH	Oakleaf High School	EFFECTIVE 07/18/2022 / TRANSFER FROM OHS AICE PROGRAM FACILITATOR, / 11 MONTH
LABERIS, SEAN CHRISTOPHER OHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	Effective 2023-08-09 /transfer from / RHS TEACHER, SCIENCE, SH
MOSS, MCKENZIE ERIN CHE TEACHER, SC, FIRST GR 10 MONTH	Clay Hill Elementary	EFFECTIVE 08/02/2023 / TRANSFER FROM CGE TEACHER, SC, SECOND GR / 10 MONTH

III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Effective/Action</u>
ALLARD-SOUTER, CASSANDRA OPH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Orange Park High	Effective 2023-08-07 RESIGNATION
COURSEY, ALMA SEVILLA DIS TEACHER, SC, KINDERGARTEN 10 MONTH	Doctors Inlet Elementary	Effective 2023-08-09 RESIGNATION
CRAWFORD, ERIN CATHERINE LAJ PRINCIPAL SECRETARY CONFIDEN	Lake Asbury Junior High School	Effective 2023-08-01 RESIGNATION
EVERETTE-TALLEY, LATREIA NICOLE RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	Effective 2023-08-11 RESIGNATION
FERGUSON, BENJAMIN JOSEPH POE TEACHER, VE/INCLUSION 10 MONTH	Plantation Oaks Elementary	Effective 2023-09-15 RESIGNATION
FULENWIDER, KRISTIN LAROE SPC TEACHER, SC, FIRST GR 10 MONTH	Swimming Pen Creek Elem	Effective 2023-08-14 RESIGNATION
HERSEY, TORI LANETTE KHH TEACHER, SCIENCE, SH 10 MONTH	Keystone Heights High School	Effective 2023-08-25 RESIGNATION
MABREY, JACQUELYN MOORE POE VE SELF-CONTAINED-ASD 10 MONTH	Plantation Oaks Elementary	Effective 2023-08-14 RESIGNATION
RICHARDSON, JENNIFER LYNN TBE MEDIA SPECIALIST, ELEM 10 MONTH	Thunderbolt Elementary	Effective 2023-08-25 RESIGNATION
SANTILLAN, MARCO A WJH TEACHER, ART, JH 10 MONTH	Wilkinson Jr High	Effective 2023-08-25 RESIGNATION
SHOREMOUNT, PAUL D WJH TEACHER, MUSIC, JH 10 MONTH	Wilkinson Jr High	Effective 2023-08-25 RESIGNATION
SOLOMON, ROXANNE FAYE ROE TEACHER, SC, SIXTH GR 10 MONTH	Rideout Elementary	Effective 2023-08-02 RETIREMENT

III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
0.1	ACKERMAN, COREY LEE OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
	ADAMS, TAMARA LYNETTE GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
0.1	ADAMSON, ANGELA K MHS (.128) SIXTH PERIOD SUPPLEME	Middleburg High	Appointment
0.1	AFLLEJE, ELIZABETH ANN LJH (.128) SIXTH PERIOD SUPPLEME	Lakeside Junior High	Appointment
0.1	AHRENS, AMY E OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
	ANDERSEN, SARAH MARIE RHS SOPHMORE CLASS SPON SUPPLEME	Ridgeview High School	Appointment
0.1	ANDRADE, MICHELLE C MHS (.128) SIXTH PERIOD SUPPLEME	Middleburg High	Appointment
	ANDREWS, ABBIE L MHS DEPT HEAD 17-20 SUPPLEME	Middleburg High	Appointment
	ANDREWS, SARAH JANE KHH BASKETBALL HD SH SUPPLEME	Keystone Heights High School	Appointment
0.5	ANSCHUETZ, KIMBERLY JOY LJH DEPT HEAD (6-10) SUPPLEME	Lakeside Junior High	Appointment
	BAILEY, DOROTHY V GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
	BEGIN, MARGARET E MHS DEPT HEAD 17-20 SUPPLEME	Bannerman Learning Center	Resignation
	BEGIN, MARGARET E MHS NATIONAL BETA CLUB SP SUPPLEME	Bannerman Learning Center	Resignation
0.5	BENEDICT, HARRY THOREAU GPE ELEM PERF/PROD SUPPLEME	Grove Park Elementary	Appointment
	BERRY, TAYLOR NICOLE FIH SOCCER HEAD SH SUPPLEME	Fleming Island High School	Appointment
	BILLINGS, CHRISTOPHER MICHAEL WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	BILLINGS, CHRISTOPHER MICHAEL WEC SAFETY PATROL SUPPLEME	W.E. Cherry Elementary	Appointment
0.5	BOYD, COURTNEY LJH CHEERLEADING JH SUPPLEME	Lakeside Junior High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	BROWN, DEBORAH A CTE CO-CURR CLUB SUPPLEME	Wilkinson Jr High	Appointment
0.5	BROWN, VERONICA CLARK OHS DEPT HEAD 17-20 SUPPLEME	Oakleaf High School	Appointment
	BUCK, ALEXANDER JOHN FIH BAND DIR SH SUPPLEME	Fleming Island High School	Appointment
	BUCK, ALEXANDER JOHN FIH DRILL SPONSOR SH SUPPLEME	Fleming Island High School	Appointment
0.5	BUNN, TARA J LES TT1 SUP ED SUPPLEME	Lakeside Elementary	Appointment
0.3	BURRAN, STEPHANIE MARIE WEC DEPT HEAD 21+ SUPPLEME	W.E. Cherry Elementary	Appointment
0.5	CARVER, LAURIE ANN DIS DEPT HD (3-5) SUPPLEME	Doctors Inlet Elementary	Appointment
0.5	CASCANET, SARA CHRISTINE LAJ DEPT HEAD (6-10) SUPPLEME	Lake Asbury Junior High School	Appointment
0.5	CASCANET, SARA CHRISTINE LAJ NATION JUNIOR HONOR SOC SUPPLEME	Lake Asbury Junior High School	Appointment
	CAUSEY, HEATHER NICOL CEB SAFETY PATROL SUPPLEME	Charles E. Bennett Elementary	Appointment
0.5	CLARK, CODY MELISSA LJH CHEERLEADING JH SUPPLEME	Lakeside Junior High	Appointment
0.1	CLARK, TREVOR M RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	CLASEN-LEBLANC, KEVIN ARTHUR OHS BAND DIR SH SUPPLEME	Oakleaf High School	Appointment
0.5	COLLINS, JUDY M OPJ DEPT HEAD (6-10) SUPPLEME	Orange Park Jr High	Appointment
0.5	CONNELLY, AMANDA MARIE LAJ DEPT HEAD (6-10) SUPPLEME	Lake Asbury Junior High School	Appointment
0.5	CONROY, SEAN PATRICK OHS DEPT HEAD 17-20 SUPPLEME	Oakleaf High School	Appointment
	COURSEY, ALMA SEVILLA DIS DEPT HD (3-5) SUPPLEME	Doctors Inlet Elementary	Resignation
	COX, RANDI LAUREN CEB DEPT HD (3-5) SUPPLEME	Charles E. Bennett Elementary	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	CRAWFORD, AMY G GPE ESE INTERVENTION FAC. SUPPLEME	Grove Park Elementary	Appointment
0.5	CRAWFORD, ERIN CATHERINE LAJ NATION JUNIOR HONOR SOC SUPPLEME	Lake Asbury Junior High School	Appointment
	CROWLEY, SHANNON MARIE CEB ESE INTERVENTION FAC. SUPPLEME	Exceptional Student Education	Resignation
0.5	CUMMINGS, KATHERYN ELIZABETH WEC TT1 SUP ED SUPPLEME	W.E. Cherry Elementary	Appointment
	CURRY, MEGAN ELIZABETH CHE DEPT HD (3-5) SUPPLEME	Clay Hill Elementary	Resignation
	DANIELS, JUSTIN LEE OPH TENNIS HD SH SUPPLEME	Orange Park High	Resignation
	DANZ, NICOLE MELISSA GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
0.1	DEROUSIE, BETHANY LOIS RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	DIAZ, JENNIFER LYNNE KRUSE FIH DEPT HEAD (6-10) SUPPLEME	Fleming Island High School	Appointment
0.5	DIAZ, JENNIFER LYNNE KRUSE FIH SENIOR CLASS SPONSOR SUPPLEME	Fleming Island High School	Appointment
0.5	DUCHEMIN, MICHELLE MICHAEL LJH DEPT HEAD (6-10) SUPPLEME	Lakeside Junior High	Appointment
0.5	ETELAMAKI, MCKENZIE DIANE OHS DEPT HEAD 17-20 SUPPLEME	Oakleaf High School	Appointment
	FALCONER, JENNIFER ANN LAJ VOLLEYBALL HD JH SUPPLEME	Lake Asbury Junior High School	Appointment
	FARMER, MELANIE ANN LAJ DISCRETIONARY SUPPLEME	Lake Asbury Junior High School	Appointment
	FEDOROWICH, LORI G CEB ESE INTERVENTION FAC. SUPPLEME	Charles E. Bennett Elementary	Appointment
0.5	FEDOROWICH, LORI G CEB TITLE 1 SUP ED SUPPLEME	Charles E. Bennett Elementary	Appointment
	FETZNER, MATTHEW JOHN FIH SWIMMING HD SH SUPPLEME	Fleming Island High School	Appointment
	FISCHER, MICHELLE N FIH DEPT HEAD (11-16)	Fleming Island High School	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
0.5	FISHER, MELISSA BERNADINE OHS DEPT HEAD 17-20 SUPPLEME	Oakleaf High School	Appointment
	FLAHERTY, BRIAN PATRICK CHS FOOTBALL ASST SH 75% SUPPLEME	Clay High	Appointment
0.5	FORBIS, ALLYSON LANG DIS DEPT HD (3-5) SUPPLEME	Doctors Inlet Elementary	Appointment
0.5	FORTSON, ROBERT C CTE CO-CURR CLUB SUPPLEME	Clay High	Appointment
0.5	FOSTER, MARY DEE OPJ NATION JUNIOR HONOR SOC SUPPLEME	Orange Park Jr High	Appointment
	FRYER, DISHANTE EBONY GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
	GANEY, EMMALEE DANIELLE WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	GARNER, WILLIAM HENRY LJH BASEBALL HEAD JH SUPPLEME	Lakeside Junior High	Appointment
	GARRISON, JO D LEE GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
	GARTNER, BRIAN DALE FIH ACADEMIC COACH, LOCAL SUPPLEME	Fleming Island High School	Appointment
	GARVEY, ROBIN ADLER KHH ESE INTERVENTION FAC. SUPPLEME	Keystone Heights Elementary	Resignation
0.5	GAY, DELISHA DAWN LJH DEPT HEAD (11-16) SUPPLEME	Lakeside Junior High	Appointment
	GERRA, RENESSA L WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	GILLENWATERS, MELISSA LYNN KHE DEPT HD (3-5) SUPPLEME	Keystone Heights High School	Resignation
	GODWIN, KAREN M GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
	GODWIN, KELLY JOYCE FYA DEPT HEAD (6-10) SUPPLEME	FL Youth Challenge Academy	Appointment
0.5	GONZALEZ, VINCENT OWEN CTE CO-CURR CLUB SUPPLEME	Clay High	Appointment
	GOULET, BRIANNA MARIE GPE DEPT HD (3-5)	Grove Park Elementary	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
	GRANESE, ROBERT MICHAEL GCJ FLAG FOOTBALL HD SH/JH SUPPLEME	Green Cove Springs Junior High	Appointment
	GRANESE, ROBERT MICHAEL GCJ TRACK HD JH SUPPLEME	Green Cove Springs Junior High	Resignation
	GRANESE, ROBERT MICHAEL GCJ VOLLEYBALL HD JH SUPPLEME	Green Cove Springs Junior High	Resignation
	HAJOST, CAROL ANN INST APPLICATION FACILITATOR SUPPLEME	SPRING PARK ELEMENTARY SCHOOL	Appointment
0.5	HANCOCK, TARA LEIGH PES DEPT HEAD (11-16) SUPPLEME	Robert M. Paterson Elementary	Appointment
	HARRISON, CRYSTAL ELAINE RHS SWIMMING HD SH SUPPLEME	Doctors Inlet Elementary	Appointment
	HAUG, ASHLEIGH SHIMKO MBE TITLE 1 SUP ED SUPPLEME	Middleburg Elementary	Appointment
	HAWKINS, COREY D RHS FOOTBALL ASST HS 25% SUPPLEME	Ridgeview High School	Appointment
	HAWKINS, COREY D RHS FOOTBALL ASST SH 75% SUPPLEME	Ridgeview High School	Appointment
0.5	HAYNES, MICHELLE ANNE DIS SAFETY PATROL SUPPLEME	Doctors Inlet Elementary	Appointment
	HICKS, ASHLEY LYNN DOE DEPT HEAD (6-10) SUPPLEME	Discovery Oaks Elementary	Resignation
0.5	HICKS, ASHLEY LYNN DOE ESE INTERVENTION FAC. SUPPLEME	Discovery Oaks Elementary	Appointment
0.5	HISCOX, JULIE ANN LJH DEPT HEAD (6-10) SUPPLEME	Lakeside Junior High	Appointment
	HUBE, SHANNON RENEE LJH DEPT HD (3-5) SUPPLEME	Lakeside Junior High	Appointment
	IGOU, SHANA LEE OPJ DEPT HEAD (6-10) SUPPLEME	Orange Park Jr High	Appointment
0.5	JOHNSON, ALEXIS RACHELLE GPE ELEM PERF/PROD SUPPLEME	Grove Park Elementary	Appointment
	JOHNSON, CAMERON MAE MHS ESE INTERVENTION FAC. SUPPLEME	Middleburg High	Appointment
0.5	JONES, JONATHAN CHARLES LJH DEPT HEAD (6-10) SUPPLEME	Lakeside Junior High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	JONES, MARY L WES TITLE 1 SUP ED SUPPLEME	Wilkinson Elementary	Appointment
0.5	JUCHNIEWICZ, RACHEL JO OHS DEPT HEAD 17-20 SUPPLEME	Oakleaf High School	Appointment
	KAZMIERCZAK, LISA MARIE WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	KING, MALLORY ANNE ROE DEPT HD (3-5) SUPPLEME	Rideout Elementary	Appointment
	KIRK, LAURA MARIE FIH DEPT HEAD (11-16) SUPPLEME	Fleming Island High School	Appointment
	KIRK, LAURA MARIE FIH JUNIOR CLASS SPONSOR SUPPLEME	Fleming Island High School	Appointment
	KISS, KAYLA ASHLEY FIH NATIONAL BETA CLUB SP SUPPLEME	Fleming Island High School	Appointment
0.5	KISS, KAYLA ASHLEY FIH SENIOR CLASS SPONSOR SUPPLEME	Fleming Island High School	Appointment
	LABELLE, HEATHER JONES GCJ VOLLEYBALL HD JH SUPPLEME	Green Cove Springs Junior High	Appointment
	LEE, JENNY ELISABETH LES DEPT HD (3-5) SUPPLEME	Lakeside Elementary	Appointment
0.5	LEE, JENNY ELISABETH LES TT1 SUP ED SUPPLEME	Lakeside Elementary	Appointment
0.5	LEE, KRISTIE L WEC TT1 SUP ED SUPPLEME	W.E. Cherry Elementary	Appointment
	LEGGE, KELLIE D INST APPLICATION FACILITATOR SUPPLEME	Ridgeview Elementary	Appointment
0.5	LENTZ, BILLIE ANNE OHS DEPT HEAD (11-16) SUPPLEME	Oakleaf High School	Appointment
	LILLARD, LEIGH A CEB SAFETY PATROL SUPPLEME	Charles E. Bennett Elementary	Resignation
0.5	LILLARD, LEIGH A CEB TITLE 1 SUP ED SUPPLEME	Charles E. Bennett Elementary	Appointment
0.5	LONG, HANNAH DIS SAFETY PATROL SUPPLEME	Doctors Inlet Elementary	Appointment
	LOWE, GINNY CHARLENE FIH SOPHMORE CLASS SPON SUPPLEME	Fleming Island High School	Appointment
0.5	MACK, MARIAH C	Oakleaf High School	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	OHS DEPT HEAD (11-16 SUPPLEME		
	MACPHERSON, SAMANTHA RENE FIH DANCE TEAM SH SUPPLEME	Fleming Island High School	Appointment
	MARTIN, ALEATHA ERICA OPJ TITLE 1 SUP ED SUPPLEME	Orange Park Jr High	Appointment
0.1	MARTIN, GREGORY WILLIAM OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
0.5	MARTIN, KAITLYN NICOLE GPE SAFETY PATROL SUPPLEME	Grove Park Elementary	Appointment
	MARTINO, MICHAEL P FIH BASEBALL HEAD SH SUPPLEME	Fleming Island High School	Appointment
	MARTINO, MICHAEL P FIH BASEBALL JV HD SH SUPPLEME	Fleming Island High School	Resignation
	MCCLAIN, AMY LYNN RHS FRESHMAN CLASS SPONSOR SUPPLEME	Ridgeview High School	Appointment
	MCEARL, CHARLENE CRYSTAL CEB DEPT HD (3-5) SUPPLEME	Charles E. Bennett Elementary	Resignation
	MCKENZIE, ERIN MACY BLC DEPT HD (3-5) SUPPLEME	Middleburg High	Resignation
	MCKENZIE, NEIL WILLIAM CTE CO-CURR CLUB SUPPLEME	Wilkinson Jr High	Appointment
	MCLENDON, BROOKLYN CAROLINE CHE TITLE 1 SUP ED SUPPLEME	Clay Hill Elementary	Appointment
	MCREE, JULIE ROXANNE MHS DEPT HEAD (11-16) SUPPLEME	Middleburg High	Appointment
	MERRILEES, CINDY G FIH ANNUAL STAFF SH SUPPLEME	Fleming Island High School	Appointment
0.5	MICHAELS, MELISSA DAWN OPJ NATION JUNIOR HONOR SOC SUPPLEME	Orange Park Jr High	Appointment
0.1	MILLER, JOEL A OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
0.5	MILLER, JOEL A OHS DEPT HEAD 17-20 SUPPLEME	Oakleaf High School	Appointment
	MILLER, JULIE MCCOY RHS ACADEMIC COACH, LOCAL	Oakleaf High School	Resignation

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SUPPLEME		
0.3	MINZENMAYER, EMILY LYNN WEC DEPT HEAD 21+ SUPPLEME	W.E. Cherry Elementary	Appointment
	MOORE, BRITTANY MIHALIK FIH DEPT HEAD (11-16) SUPPLEME	Fleming Island High School	Appointment
	MORGAN, KRISTI C KHH JUNIOR SUPPLEME	Keystone Heights High School	Appointment
	MOSS, MCKENZIE ERIN CGE DEPT HD (3-5) SUPPLEME	Clay Hill Elementary	Resignation
	MURCH, GARY SCOTT WEC ELEM PERF/PROD SUPPLEME	W.E. Cherry Elementary	Appointment
0.5	MURRHEE, ASHLEY N MRE TITLE 1 SUP ED SUPPLEME	Mcrae Elementary	Appointment
0.5	NELSON, DIONNA EVELYNN CTE CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
0.1	NESI, ALBERT RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	NETHERLAND, CARLY DEANNE FIH DEPT HD (3-5) SUPPLEME	Fleming Island High School	Appointment
	NEWELL III, CHARLES ALFRED FIH SWIMMING HD SH SUPPLEME	Fleming Island High School	Appointment
	NGUYEN, ANGELA L GPE DISCRETIONARY SUPPLEME	Grove Park Elementary	Appointment
	NORMAN, BENJAMIN ALAN FIH CHORAL DIRECTOR SH/JH SUPPLEME	Fleming Island High School	Appointment
	OLSCHEWSKE, JOSHUA ERIC FIH STUDENT COUNCIL SH SUPPLEME	Fleming Island High School	Appointment
	PARKER, MELISSA JEAN FIH FLAG CORPS SUPPLEME	Title 1	Appointment
0.5	PASTERNAK, ANNA MARIE ROE DEPT HD (3-5) SUPPLEME	Rideout Elementary	Appointment
	PATTERSON, CHARMAINE J RHS BASKETBALL ASST SH SUPPLEME	Ridgeview High School	Appointment
0.5	PATTON, NICOLE MARIA LAJ DEPT HEAD (11-16) SUPPLEME	Lake Asbury Junior High School	Appointment
0.5	PATTON, NICOLE MARIA LAJ ESE INTERVENTION FAC. SUPPLEME	Lake Asbury Junior High School	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	PIKE, ZEBULON MONTGOMERY WJH WRESTLING HD JH SUPPLEME	Wilkinson Jr High	Appointment
	PIKURITZ, BRETT PAUL OPH DRILL SPONSOR SH SUPPLEME	Orange Park High	Appointment
	PINKSTON, RACHEL PATRICIA INST APPLICATION FACILITATOR SUPPLEME	W.E. Cherry Elementary	Appointment
	PINKSTON, RACHEL PATRICIA WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	POOLE, JASON THOMAS FIH CROSS COUNTRY HD SH SUPPLEME	Fleming Island High School	Appointment
0.5	POPE, MYLON D WJH DEPT HEAD (6-10) SUPPLEME	Wilkinson Jr High	Appointment
	PUGH, MELISSA ANN MCE TT1 SUP ED SUPPLEME	Montclair Elementary	Appointment
	RAGAN, JOSEPH DAVID INST APPLICATION FACILITATOR SUPPLEME	Grove Park Elementary	Appointment
	REYNOLDS, LEIGHA DAWN RHS VOLLEYBALL HD JV SUPPLEME	Ridgeview High School	Appointment
	RHODEN, ALYSSA KATHRYN GPE DEPT HD (3-5) SUPPLEME	Grove Park Elementary	Appointment
	RICHARD, DANIEL PAUL LJH BASEBALL HEAD JH SUPPLEME	Oakleaf High School	Resignation
	ROACH, JENNIFER LYNN KHH ESE INTERVENTION FAC. SUPPLEME	Keystone Heights High School	Appointment
0.5	ROBBINS, MICHAEL D CTE CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
	ROBERTSON, COLL RYAN MHS CROSS COUNTRY HD SH SUPPLEME	Middleburg High	Appointment
0.5	ROCKWELL, JESSICA L WJH DEPT HEAD (6-10) SUPPLEME	Wilkinson Jr High	Appointment
	RODGERS PROPST, AMANDA OHS DEPT HEAD (11-16) SUPPLEME	Oakleaf High School	Appointment
	ROGERS, MICHAEL Q GPE TT1 SUP ED SUPPLEME	Grove Park Elementary	Appointment
	ROSANO, JOY E MHS SOCCER HEAD SH SUPPLEME	Fleming Island High School	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	ROSE, MARA RENEE FIH BAND DIR SH SUPPLEME	Fleming Island High School	Appointment
	ROSE, MARA RENEE FIH DRILL SPONSOR SH SUPPLEME	Fleming Island High School	Appointment
0.1	ROUNTREE, BRETT NEWELL OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
	RUCKERSFELDT, JORDAN DANIELLE SBJ TT1 SUP ED SUPPLEME	S. Bryan Jennings Elementary	Appointment
	RYKALSKY, RYAN LEE OPJ BASKETBALL HD JH SUPPLEME	Orange Park Jr High	Appointment
0.5	SALEM, JAMISON REBECCA LJH DEPT HEAD (11-16) SUPPLEME	Lakeside Junior High	Appointment
	SALEM, JAMISON REBECCA LJH ESE INTERVENTION FAC. SUPPLEME	Lakeside Junior High	Appointment
	SANDIN, LINDSEY CATHERINE MBE DEPT HD (3-5) SUPPLEME	Middleburg Elementary	Appointment
	SANTANA, SONDR A M FIH SWIMMING HD SH SUPPLEME	Fleming Island High School	Resignation
	SAUNDERS, BENITA F FIH MATH TEAM SPONSOR SUPPLEME	Fleming Island High School	Appointment
0.5	SCAMAHORN, ALEXANDRA VIRGINIA MRE TITLE 1 SUP ED SUPPLEME	Mcrae Elementary	Appointment
	SCHARF, EVAN S INST APPLICATION FACILITATOR SUPPLEME	Fleming Island High School	Appointment
	SEGERS, COLLEEN LUCILLE RHS ACADEMIC COACH, LOCAL SUPPLEME	Ridgeview High School	Appointment
0.5	SENNA, REBECCA LEEANN OLJ NATION JUNIOR HONOR SOC SUPPLEME	Oakleaf Junior High School	Appointment
0.1	SHEFFLER, LAURA RANI OHS (.128) SIXTH PERIOD SUPPLEME	Oakleaf High School	Appointment
	SHOREMOUNT, PAUL D WJH BAND DIR JH SUPPLEME	Wilkinson Jr High	Resignation
	SHOREMOUNT, PAUL D WJH BAND END OF YEAR 2 FEST SUPPLEME	Wilkinson Jr High	Resignation

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	SHOREMOUNT, PAUL D WJH CHORAL DIRECTOR SH/JH SUPPLEME	Wilkinson Jr High	Resignation
	SHOREMOUNT, PAUL D WJH CHORUS DIR EOY 2 EVENTS SUPPLEME	Wilkinson Jr High	Resignation
0.5	SIMPSON, JESSICA LYNN CTE CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
0.3	SMALENSKI, HOLLISAN L WEC DEPT HEAD 21+ SUPPLEME	W.E. Cherry Elementary	Appointment
0.1	SMITH, KEVIN THOMAS RHS (.128) SIXTH PERIOD SUPPLEME	Ridgeview High School	Appointment
	SNIPES, HEATHER NICOLE DOE DEPT HEAD (6-10) SUPPLEME	Discovery Oaks Elementary	Appointment
	STINSON, GINA NASH LAE DEPT HEAD (6-10) SUPPLEME	Lake Asbury Elementary	Resignation
	STRICKLAND, HOLLY ANNE WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	SULLIVAN, DAWN MARIE WEC DISCRETIONARY SUPPLEME	W.E. Cherry Elementary	Appointment
0.1	SWAFFORD, MAUREEN ELIZABETH LJH (.128) SIXTH PERIOD SUPPLEME	Lakeside Junior High	Appointment
	SWANN, BENJAMIN W GCJ FLAG FOOTBALL HD SH/JH SUPPLEME	Green Cove Springs Junior High	Resignation
	SWANN, BENJAMIN W GCJ TRACK HD JH SUPPLEME	Green Cove Springs Junior High	Appointment
	TAYLOR, LAURA M CGE TT1 SUP ED SUPPLEME	Coppergate Elementary	Appointment
	THOMPSON, HEATHER SUE FIH CROSS COUNTRY HD SH SUPPLEME	SPRING PARK ELEMENTARY SCHOOL	Resignation
	THOMPSON, HEATHER SUE FIH TRACK ASST SH SUPPLEME	SPRING PARK ELEMENTARY SCHOOL	Resignation
0.5	TISON, CECILIA ELIZABETH ROE DEPT HD (3-5) SUPPLEME	Rideout Elementary	Appointment
	TRIPLETT, REBECCA JOANN CTE CO-CURR CLUB SUPPLEME	Middleburg High	Appointment
0.1	VAN HORN, ALICIA ANN MHS (.128) SIXTH PERIOD SUPPLEME	Middleburg High	Appointment

III. Instructional Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Supplement Action</u>
	WATSON, KRISTINE D WEC DEPT HD (3-5) SUPPLEME	W.E. Cherry Elementary	Appointment
	WEISKOPF, CHASE MICHAEL MHS FLAG FOOTBALL HD SH/JH SUPPLEME	COUNTY-WIDE LEAVE	Resignation
	WEISKOPF, CHASE MICHAEL MHS FOOTBALL ASST HS 25% SUPPLEME	COUNTY-WIDE LEAVE	Resignation
	WEISKOPF, CHASE MICHAEL MHS FOOTBALL ASST SH 75% SUPPLEME	COUNTY-WIDE LEAVE	Resignation
	WEISKOPF, CHASE MICHAEL MHS WEIGHTLIFTING HD SH SUPPLEME	COUNTY-WIDE LEAVE	Resignation
	WHITEHEAD, WENDY H FIH DEPT HEAD 17-20 SUPPLEME	Fleming Island High School	Appointment
	WILLIAMS, PATRICIA LOUISE FIH DRAMA SH SUPPLEME	Fleming Island High School	Appointment
	WILLIAMS, PATRICIA LOUISE FIH NATIONA HONOR SOCIETY SUPPLEME	Fleming Island High School	Appointment
0.5	WILSON, STEPHANY ROBIN OLJ SCI FAIR COOR LOCAL SUPPLEME	Oakleaf Junior High School	Appointment
0.5	WINE, MEGHAN R GPE SAFETY PATROL SUPPLEME	Grove Park Elementary	Appointment
	WOOD, SLOANE ASHLEY DIS ELEM PERF/PROD SUPPLEME	Doctors Inlet Elementary	Appointment
	WORSDELL, LACEY DANNETTE RVE TITLE 1 SUP ED SUPPLEME	Ridgeview Elementary	Appointment

III. INSTRUCTIONAL ACTIONS 2023-2024

G. PENDING APPOINTMENTS

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

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III. INSTRUCTIONAL ACTIONS 2023-2024

H. OUT OF FIELD

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

DRAFT

A. SUMMER SCHOOL

Name/Assignment

Site

Effective Dates

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2022-2023

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2022-2023

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 2023-2024

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2023-2024

C. ADULT EDUCATION

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2022-2023

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2023-2024

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

DRAFT

VI. Support Actions

A. APPOINTMENT

Name/Assignment	Site	
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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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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>Action/Effective</u>
0.9	ABBOTT, ASHLEY WEISCOFF MHS GENERAL HEALTH ASSISTA 9 MON SU	Middleburg High	Effective 2023-05-26 RESIGNATION
0.9	ARCHANGEL, STEPHEN JOEL OLJ BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Junior High School	Effective 2023-05-26 RESIGNATION
	AUMAN, DEE ANNA RHS CAFE ASSISTANT 3.5 HOURS 9 MON CA	Ridgeview High School	Effective 2023-05-25 RESIGNATION
	AUSTIN, DEBRA D FIH CAFE ASSISTANT 4 HOURS 9 MON CA	Fleming Island High School	Effective 2023-05-25 RESIGNATION
	BENTLEY, MEGAN ANN RHS CAFE ASSISTANT 3.5 HOURS 9 MON CA	Ridgeview High School	Effective 2023-05-25 RESIGNATION
	BURGESS, CARLIE ELIZABETH TBE CAFE ASSISTANT 6.5 HOURS 9 MON CA	Thunderbolt Elementary	Effective 2023-05-26 RESIGNATION
	BURTON, SHANELL EMERALD OHS CAFE ASSISTANT 5 HOURS 9 MON CA	Oakleaf High School	Effective 2023-05-25 CONCLUDE EMPLOYMENT
	CALDWELL, ALICIAN MICHELLE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2023-05-26 RESIGNATION
	CARRION LOPEZ, ROSE A CGE MEDIA TECHNICAL ASST 10 MONTH	Coppergate Elementary	Effective 2023-05-30 RESIGNATION
	CENTENO, RYAN ALFONSO RHS REGISTERED NURSE 10 MONTH	Ridgeview High School	Effective 2023-05-30 RESIGNATION
0.9	CHAMPEN, CARL ROGER RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2023-05-26 RESIGNATION
	CHAU, NANCY H PES CAFE ASSISTANT 4.25 HOURS 9 MON CA	Robert M. Paterson Elementary	Effective 2023-05-26 RESIGNATION
0.9	CLARK, CYNTHIA ANN FIE GENERAL HEALTH ASSISTA 9 MON SU	Fleming Island Elementary	Effective 2023-05-26 RESIGNATION
	ERNST, YARENI FIH CAFE ASSISTANT 7 HOURS 9 MON CA	Fleming Island High School	Effective 2023-05-25 RESIGNATION
0.9	FREEMAN, KELLI J ROE BEHAVIORAL HEALTH ASST LNG TRM	Rideout Elementary	Effective 2023-05-26 RESIGNATION
0.8	GRANT, YVETTE AES ESOL CLASSROOM ASSISTANT 9 MON SU	Argyle Elementary	Effective 2023-05-26 RESIGNATION

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	GRIFFIN, CARLA DIONA CEB REGISTERED NURSE 10 MONTH	Charles E. Bennett Elementary	Effective 2023-05-30 RESIGNATION
	HAVENS, RICHARD MARTIN TRN BUS DRIVER TRANSPOR	Transportation	Effective 2023-05-26 RESIGNATION
	HORNER, CHRISTINA MARIE OPH CAFE ASSISTANT 4.5 HOURS 9 MON CA	Orange Park High	Effective 2023-05-25 RETIREMENT
0.9	INGERSOLL, SYDNEY L WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2023-05-26 RESIGNATION
0.9	INMAN, SHERI LEE MBE TITLE I ASSISTANT 9 MON SU	Middleburg Elementary	Effective 2023-05-26 RESIGNATION
0.9	ISENBERG, KENNETH CHARLES MCE BEHAVIORAL HEALTH ASST 9 MON SU	Montclair Elementary	Effective 2023-05-26 RESIGNATION
	KARSHNER-SMITH, MARY LYNN KHH TESTING/ADMIN SUPPORT ASST 10 MONTH	Keystone Heights High School	Effective 2023-05-30 RESIGNATION
	KEHL, WILLIAM T TRN BUS DRIVER TRANSPOR	Transportation	Effective 2023-05-26 RESIGNATION
0.9	LOFTUS, ASHELY LYNN WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2023-05-26 RESIGNATION
	MANN, MICHAELA SERENA MHS LICENSED PRAC NURSE LNG TRM	Middleburg High	Effective 2023-05-30 RESIGNATION
0.9	MARRIOTT, ROBYN LYNN AES GENERAL ASSISTANT 9 MON SU	Argyle Elementary	Effective 2023-05-26 RESIGNATION
	MICHAEL, DAVID SCOTT TRN BUS DRIVER TRANSPOR	SAFETY AND SECURITY	Effective 2023-05-26 RESIGNATION
0.9	MOHAMED, FADWA OMER RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2023-05-26 RESIGNATION
	NATION, MACAYLA KAREN SPC GENERIC CLASSROOM ASSISTAN LNG TRM	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-05-26 RESIGNATION
0.9	NICHOLS, REBECCA L WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2023-05-26 RESIGNATION
	PARRA DE MORALES, ALEJANDRA RHS CAFE ASSISTANT 3.5 HOURS	Ridgeview High School	Effective 2023-05-25 RESIGNATION

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
	9 MON CA		
0.9	QUINONES, JASMIN CGE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Junior High School	Effective 2023-05-26 RESIGNATION
0.9	REA, VANESSA DALE SLE GENERAL ASSISTANT 9 MON SU	Shadowlawn Elementary	Effective 2023-05-26 RESIGNATION
0.9	RINERE, JENNY LYNN LAJ GENERAL HEALTH ASSISTA 9 MON SU	Lake Asbury Junior High School	Effective 2023-05-26 RESIGNATION
	SANDERS, KEELY A CHS CAFE ASSISTANT 6.75 HOURS 9 MON CA	Clay High	Effective 2023-05-25 RESIGNATION
0.9	TAYLOR, BRENDAN ALEXANDER FIE BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2023-05-26 RESIGNATION
0.9	TORRES, JENNIFER MARIE LAE GENERAL HEALTH ASSISTA 9 MON SU	Lake Asbury Elementary	Effective 2023-05-26 RESIGNATION
0.9	WHITAKER, EMILEE BROOKE DIS GENERAL ASSISTANT 9 MON SU	Doctors Inlet Elementary	Effective 2023-05-26 RESIGNATION
	WILKINS, KARAN GAY TRN BUS DRIVER TRANSPOR	Transportation	Effective 2023-05-26 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>
0.9	ADAMS, GRAYLENE B CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2023-08-08 9 MON SU / Annual
0.8	AMASIFUEN CUMPA, ALEJANDRA IVETTE RHS ESOL CLASSROOM ASSISTANT 9 MON SU	Ridgeview High School	Effective 2023-08-08 9 MON SU / Annual
0.9	ARABIE, SHARON ROSE SPS BEHAVIORAL HEALTH ASST 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 9 MON SU / Annual
0.9	ARMSTRONG, MELISSA SUE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2023-08-08 9 MON SU / Annual
	BAILEY, LANESHA OHS CAFE ASSISTANT 5 HOURS 9 MON SU	Oakleaf High School	Effective 2023-08-09 9 MON SU / Annual
0.9	BARRETT, TARA MAE MRE BEHAVIORAL HEALTH ASST 9 MON SU	Mcrae Elementary	Effective 2023-08-08 9 MON SU / Annual
	BAUDER JR, DENNIS E CHS CAFE ASSISTANT 5 HOURS 9 MON SU	Clay High	Effective 2023-08-09 9 MON SU
0.9	BECKHAM, RACHAEL ELAINE FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	BERRY, MELANIE ANN FULLER PES GENERAL ASSISTANT 9 MON SU	Robert M. Paterson Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	BOHNE, MICHELLE LISA JANE FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	BOOTH, MEGAN ASHLEY WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	BOSWELL, CHARLES EDWARD OPJ GENERAL HEALTH ASSISTA 9 MON SU	Orange Park Jr High	Effective 2023-08-08 9 MON SU / Annual
	BRADWELL, KENDRA MARIE SPS SCHOOL SECRETARY 10 MONTH 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-02 10 MONTH / Annual
0.9	BRILEY, KIMBERLY JASMINE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	BRITTAIN, MEAGAN JULIANA LAJ BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	BROWN, BRANDON DAVID OHS TESTING/ADMIN SUPPORT ASST 10 MONTH	Oakleaf High School	Effective 2023-08-02 10 MONTH / Annual
0.9	BRUNO, NICHOLE LYNN OHS GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf High School	Effective 2023-08-08 9 MON SU / Annual
0.9	BURGIE, MERCEDITA OPJ BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park Jr High	Effective 2023-08-08 9 MON SU / Annual
0.9	CANNON, AVERY MARIE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2023-08-08 9 MON SU / Annual
0.9	CARROLL, KRYSTAL OVE BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Village Elementary	Effective 2023-08-08 9 MON SU / Annual
	CASTRANOVA, JUSTINE ROY MRE MEDIA TECHNICAL ASST 10 MONTH	Mcrae Elementary	Effective 2023-08-02 10 MONTH / Annual
0.9	CIMINSKI, LINDA LEA LES GENERAL HEALTH ASSISTA 9 MON SU	Lakeside Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	COCHRAN, CHANEL L ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	COLE, STEPHANIE ELIZABETH MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2023-08-08 9 MON SU / Annual
0.9	COLE, TEGAN LENE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2023-08-08 9 MON SU / Annual
	CONGDON, JENNIFER SUE SBJ CAFE ASSISTANT 5.5 HOURS 9 MON SU	S. Bryan Jennings Elementary	Effective 2023-08-09 9 MON SU / Annual
0.8	CONNER, RUTH MCKENZY MCE GENERIC CLASSROOM ASSISTAN 9 MON SU	Montclair Elementary	Effective 2023-08-08 9 MON SU / Annual
	CONRAD, MARGARET KATHLEEN AES LICENSED PRAC NURSE 10 MONTH	Argyle Elementary	Effective 2023-08-02 10 MONTH / Annual
	CORONADO, LETICIA LAJ CAFE ASSISTANT 3.75 HOURS 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-10 9 MON SU / Annual
0.9	CZUBEK, KAYLA ANN LAE BEHAVIORAL HEALTH ASST	Lake Asbury Elementary	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	9 MON SU		
0.9	DANIEL, LANEY PALMER FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
0.1	DEVERATURDA, FANY ROSALES CEB TITLE I ASSISTANT 9 MON SU	Charles E. Bennett Elementary	Effective 2023-08-08 9 MON SU / Annual
	DEWITT, RENEE SUE SPC CAFE ASSISTANT 5.5 HOURS 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-09 9 MON SU / Annual
0.9	DILLON, PAIGE LEEANN LAJ INSTRUCTIONAL ASSISTANT 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-08 9 MON SU / Annual
	DORAINVIL, JULIANA DOE CUSTODIAN 12 MO SU	Discovery Oaks Elementary	Effective 2023-08-07 12 MO SU / Annual
0.9	DOWDY, KAMREY GRACE KHH BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights High School	Effective 2023-08-08 9 MON SU / Annual
0.9	DUDLEY, JASMINE NELSON LAJ BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-08 9 MON SU / Annual
0.9	DUENAS, MINDY SUE OLJ BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Junior High School	Effective 2023-08-08 9 MON SU / Annual
0.9	DURHAM, ELISE PAIGE FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
	DVORAK, MARIE KATHLEEN WJH MEDIA TECHNICAL ASST 10 MONTH	Wilkinson Jr High	Effective 2023-08-02 10 MONTH / Annual
	E0200699 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
	E0203742 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
	E0204573 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
	E0205014 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
	E0205015 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
	E0205016 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
	E0205017	SAFETY AND SECURITY	Effective 2023-08-08

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
	E0205019 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	Effective 2023-08-08 9 MON SU / Annual
0.9	FISHMAN, MELANIE NICOLE LAJ BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-08 9 MON SU / Annual
0.9	FLETCHER, HANNAH SIOBHAN SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-08 9 MON SU / Annual
	FOLEY, SARAH J KHH CAFE ASSISTANT 4.75 HOURS 9 MON SU	Keystone Heights High School	Effective 2023-08-09 9 MON SU / Annual
0.9	FOSTER, MYKA MICHELLE RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	FRANCO, GABRIELLA MARYROSE MCE BEHAVIORAL HEALTH ASST 9 MON SU	Montclair Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	FRANKLIN, ALLISSA DIANE MCE BEHAVIORAL HEALTH ASST 9 MON SU	Montclair Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	FRAZIER, JENNICE REGINA OVE GENERAL ASSISTANT 9 MON SU	Oakleaf Village Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	FREDERICK, TAMMY DIXON LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2023-08-08 9 MON SU / Annual
0.9	GANS, ASHLEY DONNA BOOKER AES GENERAL ASSISTANT 9 MON SU	Argyle Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	GILL, AMANDA LYNN LAJ BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-08 9 MON SU / Annual
0.8	GILLIS, DEVAN DANIELLE PES IN SCHOOL SUSPENSION 9 MON SU	Robert M. Paterson Elementary	Effective 2023-08-08 9 MON SU / Annual
	GLISSON, OLIVIA BRADLEY GCJ CAFE ASSISTANT 4 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2023-08-09 9 MON SU / Annual
	GOMEZ CHECO, CAROLINA OVE CAFE ASSISTANT 6.75 HOURS 9 MON SU	Oakleaf Village Elementary	Effective 2023-08-09 9 MON SU / Annual
0.8	GOODCHILD, ROSSELLA MARIA OLJ ESOL CLASSROOM	Oakleaf Junior High School	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ASSISTANT 9 MON SU		
	GREEN, LLOYD L CHS CUSTODIAN 12 MO SU	Clay High	Effective 2023-07-25 12 MO SU / Annual
0.9	GUZMANLAUREANO, MAIJULIES WEC GENERAL HEALTH ASSISTA 9 MON SU	W.E. Cherry Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	HAAG, CRYSTAL KING OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	Effective 2023-08-08 9 MON SU / Annual
	HAMILTON, ADAM DAVIS OLJ CUSTODIAN 12 MO SU	Oakleaf Junior High School	Effective 2023-08-01 12 MO SU / Annual
	HAYS JR, WILLIAM BARRY CHS CAFE ASSISTANT 5 HOURS 9 MON SU	Clay High	Effective 2023-08-09 9 MON SU / Annual
0.9	HEFLIN, ORCHID LAVERNE SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-08 9 MON SU / Annual
0.8	HERNANDEZ, ANA ELIZABETH RVE ESOL CLASSROOM ASSISTANT 9 MON SU	Ridgeview Elementary	Effective 2023-08-08 9 MON SU / Annual
	HERNANDEZ, JUAN FIH CUSTODIAN 12 MO SU	Fleming Island High School	Effective 2023-08-03 12 MO SU / Annual
	HICKMAN, ROBIN LYNN LES ST RECORD SEC 12 MO 12 MO SU	Lakeside Elementary	Effective 2023-07-19 12 MO SU / Annual
	HOHLER, COURTNEY ANNA GCJ CAFE ASSISTANT 4 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2023-08-09 9 MON SU / Annual
0.9	HORNE, WILLIAM EDWARD OHS BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf High School	Effective 2023-08-08 9 MON SU / Annual
	HTOO, NAW CATHERINE OVE CAFE ASSISTANT 5.75 HOURS 9 MON SU	Oakleaf Village Elementary	Effective 2023-08-09 9 MON SU / Annual
0.9	HUTCHINS, CARRIE APRIL SPS GENERAL ASSISTANT 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 9 MON SU / Annual
	JOHNSON JR, PATRICK WILLIAM MHS CUSTODIAN 12 MO SU	Middleburg High	Effective 2023-08-03 12 MO SU / Annual
0.9	JOHNSON, ASHLYN CALAN KIAN POE BEHAVIORAL HEALTH ASST	Plantation Oaks Elementary	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	9 MON SU		
0.9	JONES, ADRIAN LISA SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-08 9 MON SU / Annual
0.8	JONES, CHELSEA LEIGH STS HEALTH ASSISTANT 9 MON SU	CLIMATE AND CULTURE	Effective 2023-08-09 9 MON SU / Annual
	JULES, RACHELLE OPH CUSTODIAN 12 MO SU	Orange Park High	Effective 2023-07-25 12 MO SU / Annual
	KAPLAN, LORI SUE LAJ SCHOOL SEC ADMINISTRATION 10 MONTH	Lake Asbury Junior High School	Effective 2023-08-02 10 MONTH / Annual
0.8	KARPF, NICHOLAS NOLAN FIH COMPUTER LAB ASSISTANT 9 MON SU	Fleming Island High School	Effective 2023-08-08 9 MON SU / Annual
0.9	KING, SYDNEE RENE MRE BEHAVIORAL HEALTH ASST 9 MON SU	Mcrae Elementary	Effective 2023-08-08 9 MON SU / Annual
	LANOUX, CAMERON BRIANNE LJH IN SCHOOL SUSPENSION 9 MON SU	Lakeside Junior High	Effective 2023-08-08 9 MON SU / Annual
	LEE, KATHERINE ANNE CEB CAFE ASSISTANT 3.5 HOURS 9 MON SU	Charles E. Bennett Elementary	Effective 2023-08-09 9 MON SU / Annual
0.9	LEGLER, CARRIE ANN BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2023-08-08 9 MON SU / Annual
	LOPEZ GARCIA, KARLA MARIA OPJ CAFE ASSISTANT 3.5 HOURS 9 MON SU	Orange Park Jr High	Effective 2023-08-09 9 MON SU / Annual
	LUCK, ELAINE J OPE SECRETARY 11 MO 11 MONTH	Orange Park Elementary	Effective 2023-07-17 11 MONTH / Annual
0.9	MARSHALL, CHRISTINA LYNNE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2023-08-08 9 MON SU / Annual
	MARTIN, DELAINE M GCJ CAFE ASSISTANT 5 HOURS 9 MON SU	Green Cove Springs Junior High	Effective 2023-08-09 9 MON SU / Annual
0.9	MARTIN, ERICA LEEANNE SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-08 9 MON SU / Annual
0.8	MASSENAT, BERNITHE GRACIA SBJ ESOL CLASSROOM ASSISTANT 9 MON SU	S. Bryan Jennings Elementary	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	MATHEWS III, GARLAND MAXIE AES SCHOOL SECRETARY 10 MONTH 10 MONTH	Argyle Elementary	Effective 2023-08-07 10 MONTH / Annual
	MATOS, GRACE REBECCA SPS CAFE ASSISTANT 6.25 HOURS 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-09 9 MON SU / Annual
0.9	MAXI, MELISSA AES BEHAVIORAL HEALTH ASST 9 MON SU	Argyle Elementary	Effective 2023-08-08 9 MON SU / Annual
	MCCALL, BRITTANY HUTCHINS ESE PHYSICAL THERAPY ASSISTANT 10 MONTH	Exceptional Student Education	Effective 2023-08-02 10 MONTH / Annual
0.9	MCCALL, WENDY F OHS GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf High School	Effective 2023-08-08 9 MON SU / Annual
0.8	MCCORMACK, KATIE HOLCOMBE FIE IN SCHOOL SUSPENSION 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
	MCDONALD, KENARD OHS CUSTODIAN 12 MO SU	Oakleaf High School	Effective 2023-08-04 12 MO SU / Annual
0.9	MCGREGOR, JARED PATRICK SLE GENERAL ASSISTANT 9 MON SU	Shadowlawn Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	MCKEON, AMBER RENEE FIE GENERAL HEALTH ASSISTA 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
	MCKINNEY, AMANDA GAIL SPS SECRETARY 11 MO 11 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-07-17 11 MONTH / Annual
	MCSWAIN, WANDA INITA FIH CAFE ASSISTANT 4.5 HOURS 9 MON SU	Fleming Island High School	Effective 2023-08-09 9 MON SU / Annual
0.9	MENDEZ, DARIANA M AES GENERAL ASSISTANT 9 MON SU	Argyle Elementary	Effective 2023-08-08 9 MON SU / Annual
	MERCADO RAMOS, SYLVIA FIH CAFE ASSISTANT 5.5 HOURS 9 MON SU	Fleming Island High School	Effective 2023-08-09 9 MON SU / Annual
0.9	MIKOTA, EVELYN ANN SPS BEHAVIORAL HEALTH ASST 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 9 MON SU / Annual
	MILLS, DANIEL J SCHOOL RESOURCE OFFICER 12 MO SU	School Police Department	Effective 2023-07-12 12 MO SU / AC Safety and Security
0.9	MITCHELL, GRACE ELIZABETH LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	MORGAN, MELISSA E ESE OCCUPATIONAL THERAPY ASST 10 MONTH	Exceptional Student Education	Effective 2023-08-02 10 MONTH / Annual
	MOSLEY, BRENNIA ELIZABETH OHS CAFE ASSISTANT 7.5 HOURS 9 MON SU	Oakleaf High School	Effective 2023-08-09 9 MON SU / Annual
	MULFORD, KAYLA MARIE LAE SCHOOL SECRETARY 10 MONTH 10 MONTH	Lake Asbury Elementary	Effective 2023-08-02 10 MONTH / Annual
0.9	MULLEN, JUSTIN KYLE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2023-08-08 9 MON SU / Annual
0.9	NEAL, NANCY J RVE GENERAL HEALTH ASSISTA 9 MON SU	Ridgeview Elementary	Effective 2023-08-08 9 MON SU / Annual
	NELSEN, CYNTHIA YARBROUGH ESE ADMINSTRATIVE SUPPORT ASST 12 MO SU	Exceptional Student Education	Effective 2023-07-11 12 MO SU / Annual
0.9	NIESSNER, LESLIE F FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
	NIX, LAURINDA K OPH CAFE ASSISTANT 5 HOURS 9 MON SU	Orange Park High	Effective 2023-08-09 9 MON SU / Annual
	NOEL, SHUMING OPH CAFE ASSISTANT 4.25 HOURS 9 MON SU	Orange Park High	Effective 2023-08-09 9 MON SU / Annual
0.9	NUNNERY, KELLY L TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	OCASIO NEGRON, ADRIANA AES GENERAL ASSISTANT 9 MON SU	Argyle Elementary	Effective 2023-08-08 9 MON SU / Annual
0.8	ODOM, JESSICA DELL STS HEALTH ASSISTANT 9 MON SU	CLIMATE AND CULTURE	Effective 2023-08-09 9 MON SU / Annual
	ODOM, KAYLA MICHELLE MNT CUSTODIAN 12 MO SU	Division of Support Srvc	Effective 2023-08-02 12 MO SU / Annual
	ONEILL, SAMANTHA RAE OLJ CUSTODIAN 12 MO SU	Oakleaf Junior High School	Effective 2023-07-10 12 MO SU / Annual
0.9	OWENS, JESSICA ANDREA SPS GENERAL HEALTH ASSISTA 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 9 MON SU / Annual
0.9	PANTOJAS, RAUL ENRIQUE POE BEHAVIORAL HEALTH	Plantation Oaks Elementary	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ASST 9 MON SU		
	PARKES, MARIELLEN GCJ SECRETARY 11 MO 11 MONTH	COUNTY-WIDE LEAVE	Effective 2023-07-17 11 MONTH / Annual
0.9	PARMENTER, JEFFERY LYNN MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2023-08-08 9 MON SU / Annual
0.9	PARRY, AMANDA CATHERINE POE GENERAL ASSISTANT 9 MON SU	Plantation Oaks Elementary	Effective 2023-08-08 9 MON SU / Annual
	PEACOCK, AMY KATHLEEN RHS REGISTERED NURSE 10 MONTH	Ridgeview High School	Effective 2023-08-03 10 MONTH / Annual
0.9	PENNY, KYRA EILEEN SPS BEHAVIORAL HEALTH ASST 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 9 MON SU / Annual
	PEREZ, SYDNEY REBECCA OLJ CAFE ASSISTANT 4 HOURS 9 MON SU	Oakleaf Junior High School	Effective 2023-08-09 9 MON SU / Annual
0.9	PHILLIPS, JEFFREY MICHAEL WJH BEHAVIORAL HEALTH ASST 9 MON SU	Wilkinson Jr High	Effective 2023-08-08 9 MON SU / Annual
0.9	PHIPPS, CYANA ROSE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2023-08-08 9 MON SU / Annual
	POLLARD, SHARON LYNN LJH CAFE ASSISTANT 3 HOURS 9 MON SU	Lakeside Junior High	Effective 2023-08-09 9 MON SU / Annual
0.9	PONDER, SABRINA E CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2023-08-08 9 MON SU / Annual
	QUAILS, KUMIKO FIE CAFE ASSISTANT 4.5 HOURS 9 MON SU	Fleming Island Elementary	Effective 2023-08-09 9 MON SU / Annual
	QUEZADA, RUTH R OHS CAFE ASSISTANT 4 HOURS 9 MON SU	Oakleaf High School	Effective 2023-08-09 9 MON SU / Annual
0.9	RAHE BOURQUE, MARGOT ANNELIESE OVE GENERAL ASSISTANT 9 MON SU	Oakleaf Village Elementary	Effective 2023-08-08 9 MON SU / Annual
	RAINER, CARA LEIGH GCJ SCHOOL SEC ADMINISTRATION 10 MONTH	Green Cove Springs Junior High	Effective 2023-08-02 10 MONTH / Annual
0.9	RECHIS, DANIELLA M TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	REED, TOSHA MARIE LES BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Elementary	Effective 2023-08-08 9 MON SU / Annual
	REEVE, STACEY A SPS CAFE ASSISTANT 4 HOURS 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-09 9 MON SU / Annual
	REPLOGLE, CARLA MAE CGE CUSTODIAN 12 MO SU	Coppergate Elementary	Effective 2023-08-07 12 MO SU / Annual
	REWINKEL, JENNIFER LYNNE ROE CAFE ASSISTANT 3.25 HOURS 9 MON SU	Rideout Elementary	Effective 2023-08-09 9 MON SU / Annual
0.4	RICHARD, ROSANA MARIE LAJ COMPUTER LAB ASSISTANT 9 MON SU	Lake Asbury Junior High School	Effective 2023-08-08 9 MON SU / Annual
0.6	RICHARD, ROSANA MARIE LAJ SCHOOL SEC ADMINISTRATION 10 MONTH	Lake Asbury Junior High School	Effective 2023-08-02 10 MONTH / Annual
	RICHARDS, SONIA RUTHLYN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2023-08-10 TRANSPOR / Annual
0.9	RILEY, LATISA E CGE BEHAVIORAL HEALTH ASST 9 MON SU	Coppergate Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	ROBB, SHARON LYNN FIE GENERAL ASSISTANT 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
	ROBLES, BEATRIZ OHS CUSTODIAN 12 MO SU	Oakleaf High School	Effective 2023-07-20 12 MO SU / Annual
0.9	ROSADO, JESSICA MARIE KHH BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights High School	Effective 2023-08-08 9 MON SU / Annual
	ROSENBERG, CHRISTINE TBE CAFE ASSISTANT 6.5 HOURS 9 MON SU	Thunderbolt Elementary	Effective 2023-08-09 9 MON SU / Annual
	RUFO, SAMANTHA LEE OPJ CAFE ASSISTANT 5.5 HOURS 9 MON SU	Orange Park Jr High	Effective 2023-08-09 9 MON SU / Annual
0.8	SANCHEZ, JESSICA J LES ESOL CLASSROOM ASSISTANT 9 MON SU	Lakeside Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	SCHAGE, SELA CORAL PES GENERAL ASSISTANT 9 MON SU	Robert M. Paterson Elementary	Effective 2023-08-08 9 MON SU / Annual
	SCHMIDLING, JULIE ANN CGE REGISTERED NURSE 10 MONTH	Coppergate Elementary	Effective 2023-08-02 10 MONTH / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
0.9	SCHWINDLING, DESTINY NICHOLE ANN MARI WEC GENERAL ASSISTANT 9 MON SU	W.E. Cherry Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	SERRANO, CATHARINE MARIE POE BEHAVIORAL HEALTH ASST 9 MON SU	Plantation Oaks Elementary	Effective 2023-08-08 9 MON SU / Annual
	SILCOX, JULIE LYNN TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2023-08-10 TRANSPOR / Annual
0.9	SIMMS, CATHY CAROL ROE GENERAL HEALTH ASSISTA 9 MON SU	Rideout Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	SISCO, SARAH MACKENZIE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	Effective 2023-08-08 9 MON SU / Annual
	SMITH III, HAROLD MNT CUSTODIAN 12 MO SU	Division of Support Srvcs	Effective 2023-07-18 12 MO SU / Annual
	SMITH, KRISTYN MARIE SPC GENERIC CLASSROOM ASSISTAN 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-08 9 MON SU / Annual
0.9	SMITH, SHIRIN ELIZABETH MRE CLASSROOM ASSISTANT PREK 9 MON SU	Mcrae Elementary	Effective 2023-08-08 9 MON SU / Annual
0.2	SOLOMON, HALEY RAE WEC TITLE I ASSISTANT 9 MON SU	W.E. Cherry Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	SPARROW, KAITLYN LEANN DIS GENERAL ASSISTANT 9 MON SU	Doctors Inlet Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	SPERLE, KATIE LYNN WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	Effective 2023-08-08 9 MON SU / Annual
	STRONG, COLLEEN ANN RVE CAFE ASSISTANT 3 HOURS 9 MON SU	Ridgeview Elementary	Effective 2023-08-09 9 MON SU / Annual
0.9	SWARTZ, JULIE PAIGE MCE BEHAVIORAL HEALTH ASST 9 MON SU	Montclair Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	TAYLOR, BRENDAN ALEXANDER SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2023-08-08 9 MON SU / Annual
0.9	TAYLOR, COURTNEY ANN FIE GENERAL HEALTH ASSISTA 9 MON SU	Fleming Island Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	TAYLOR, MICHELLE LEIGH MHS GENERAL HEALTH	Middleburg High	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
	ASSISTA 9 MON SU		
0.9	THOMAS, VERNISHA KEYANNA LYNA RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2023-08-08 9 MON SU / Annual
	THOMPSON, CARI ELIZABETH SPS REGISTERED NURSE 10 MONTH	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-03 10 MONTH / Annual
	TILLMAN, MARCUS KENT TRN ESE ASST/BUS MONITOR TRANSPOR	Transportation	Effective 2023-08-10 TRANSPOR / Annual
0.8	TINOCO, KATIA REGINA RHS ESOL CLASSROOM ASSISTANT 9 MON SU	Ridgeview High School	Effective 2023-08-08 9 MON SU / Annual
0.9	TROWBRIDGE, BRENDA CLAYTON CHS GENERAL HEALTH ASSISTA 9 MON SU	Clay High	Effective 2023-08-08 9 MON SU / Annual
	TULL, KAREN ROCIO AES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Argyle Elementary	Effective 2023-08-09 9 MON SU / Annual
0.9	TYRE, CYNTHIA DIANNE KHE BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights Elementary	Effective 2023-08-08 9 MON SU / Annual
0.9	URBANICK, STEPHANIE LYNN SLE GENERAL ASSISTANT 9 MON SU	Shadowlawn Elementary	Effective 2023-08-08 9 MON SU / Annual
	VASSEL, SAMANTHA LANETTE CEB REGISTERED NURSE 10 MONTH	Charles E. Bennett Elementary	Effective 2023-08-04 10 MONTH / Annual
	WALSH, PATRICIA DIANNE LAE CAFE ASSISTANT 6.75 HOURS 9 MON SU	Lake Asbury Elementary	Effective 2023-08-09 9 MON SU / Annual
0.9	WILLIAMS, LATASHA E SPS GENERAL ASSISTANT 9 MON SU	SPRING PARK ELEMENTARY SCHOOL	Effective 2023-08-08 9 MON SU / Annual
0.9	WILLIAMS, LONDON NICOLE CEB GENERAL ASSISTANT 9 MON SU	Charles E. Bennett Elementary	Effective 2023-08-08 9 MON SU / Annual
	WINDHAM, CHRISTINA DAWN SBJ CAFE ASSISTANT 6.25 HOURS 9 MON SU	S. Bryan Jennings Elementary	Effective 2023-08-09 9 MON SU / Annual
0.8	WRIGHT, TIMIKA LATOYA OPJ COMPUTER LAB ASSISTANT 9 MON SU	Orange Park Jr High	Effective 2023-08-08 9 MON SU / Annual
0.9	WYATT, NOAH DAWTON MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2023-08-08 9 MON SU / Annual

VI. Support Actions

A. APPOINTMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
ZOMMER, KRISTIN A WJH SCHOOL SEC ADMINISTRATION 10 MONTH	Wilkinson Jr High	Effective 2023-08-02 10 MONTH / Annual

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VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
0.9	ALVAREZ, LEAVY J KHH BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights High School	9 MON SU / Annual
	AYERS, JENNIFER ANNE LAE LICENSED PRAC NURSE 10 MONTH	Lake Asbury Elementary	10 MONTH / Annual
	BELCHER, SHANNON NYREE TRN PAYROLL SUPPORT ASST 12 MO SU	Transportation	12 MO SU / Annual
	BILLINGS, YVONNE FAITH TRN ASSISTANT PARTS MANAGER 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	BRITT, AARON J TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual
0.9	CLAVERE, ZOE RENEE LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	9 MON SU / Multi-Year Conditional
	FOSTER, LENORRIS TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual
	GIBSON, JAMES E TRN FUEL ATTENDANT 9 MON SU	Transportation	9 MON SU /
0.9	GIVENS, ANGELA M KHE BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights Elementary	9 MON SU / Multi-Year Conditional
0.9	GRANT, VICKIE KAY TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	9 MON SU / Multi-Year Conditional
0.8	HADDOCK, KRISTEN LEIGH LAJ LICENSED PRAC NURSE 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
	HARVEY, JOHN ALLEN TRN FUEL ATTENDANT 9 MON SU	Transportation	9 MON SU / Multi-Year Conditional
	HENNING, HOWARD L TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	JONES, ANDRIEA DENISE TRN ADMIN SUPPORT ASSISTANT 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
0.9	KENT, KAYLEE ANN OPH BEHAVIORAL HEALTH ASST 9 MON SU	Orange Park High	9 MON SU / Annual
	KINKTON, ROBERT JOSEPH TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	LEDGER, KELLY DEANNE TRN ADMINSTRATIVE	Transportation	12 MO SU / Multi-Year Conditional

VI. Support Actions

B. RE-APPOINTMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Contract</u>
	SECRETARY 12 MO SU		
	LONGMIRE, JACKIE E TRN BUS DRIVER/ DR TRAINER 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
0.9	MARTIN, KALYNDA LEE WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	9 MON SU / Annual
	MCCULLAR, TERA L TRN ADMIN SUPPORT ASSISTANT 12 MO SU	Transportation	12 MO SU / Annual
	NEHRING, BRADLEY THOMAS TRN PARTS MANAGER 12 MO SU	Transportation	12 MO SU / Annual
	O CONNELL, HUGH V TRN MECHANIC ASSISTANT 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	OBASUYI, MARIE HUBERTA RVE LICENSED PRAC NURSE 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
0.9	RICE, MARY GAYLE TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	9 MON SU / Multi-Year Conditional
	RICHARDSON, MICHAEL TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual
	RIEGEL, SARAH BROOKE TRN PAYROLL SUPPORT ASST 12 MO SU	Transportation	12 MO SU / Annual
	SPINEK, LISA LYNN TRN ROUTING SPECIALIST 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	THOMAS, DEYVON MARTAVIOUS TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	VICHICH, KYLE R TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	WALKER, JANET LOU TRN ADMIN SUPPORT ASSISTANT 12 MO SU	Transportation	12 MO SU / Annual
	WILLIS, VERNON HOWARD TRN CUSTODIAN 12 MO SU	Transportation	12 MO SU / Multi-Year Conditional
	WITTMAN, RACHEL LORAIN TRN ROUTING SPECIALIST 12 MO SU	Transportation	12 MO SU / Annual
	YASMINE, JOE G TRN MECHANIC 12 MO SU	Transportation	12 MO SU / Annual

VI. Support Actions

C. RE-DESIGNATION

<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
E0118006 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	
E0200746 SCHOOL SAFETY OFFICER 9 MON SU	SAFETY AND SECURITY	
0.9 NIEVES, KELVIN GERALDO OLJ BEHAVIORAL HEALTH ASST 9 MON SU	Oakleaf Junior High School	
0.9 VAN GUNDY, BRENDA CARMEN WES TITLE I ASSISTANT 9 MON SU	Wilkinson Elementary	

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VI. Support Actions

D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	BELL, LINDSEY DANIELLE ITS PROGRAMMER/ANALYST 12 MO SU	INFORMATION AND TECH SERVICES	Effective 2023-08-02 /transfer from / ITS DATA BASE SPECIALIST
	BRADSHAW, CHRISTINA LYNN WJH CAFE ASSISTANT 3.75 HOURS 9 MON SU	Wilkinson Jr High	EFFECTIVE 2023-08-09 TRANSFER FROM WES .9 GENERAL HEALTH ASST
0.9	BROWN, LYNNE R SLE GENERAL HEALTH ASSISTA 9 MON SU	Shadowlawn Elementary	EFFECTIVE 2023-08-08 FROM SLE .9 BEHAVIORAL HEALTH ASST
	CANTLON, KURTIS DEAN WES CAFE ASSISTANT 5.5 HOURS 9 MON SU	Wilkinson Elementary	TRANSFERRED 2023-08-09 FROM WES CAFE 4.0 HRS
	CARTER, TONYA M WJH CUSTODIAN 12 MO SU	Wilkinson Jr High	EFFECTIVE 2023-07-26 TRANSFER FROM WES CAFE ASST 5.50
	CLYMER, WANDA GAIL TRN ROUTING DISPATCHER 12 MO SU	Transportation	EFFECTIVE 2023-07-20 TRANSFER FROM TRN BUS DRIVER
	COLLINS, JORDAN HEATH MNT CARPENTER 12 MO SU	Division of Support Srvc	Effective 2023-07-13 /transfer from / MNT CARPENTER ASSISTANT
	CORDINGLEY, MANDY ELAINE TRN BUS DRIVER TRANSPOR	Transportation	EFFECTIVE 2023-08-10 TRANSFER FROM TRN BUS MONITOR
	DASHER, RANDALL L FNS SFS SUPPORT ASSISTANT 12 MO SU	Food & Nutrition Srvc	Effective 2023-07-25 /transfer from / AES HEAD CUSTODIAN
0.9	GAETANO, ASHLY MICHELLE BLC BEHAVIORAL HEALTH ASST LNG TRM	Bannerman Learning Center	Effective 2023-08-08 /transfer from /
	GONZALEZ, PATRICIA D HMR PERSONNEL ASST CONFIDEN	Human Resources	Effective 2023-07-24 /transfer from / BAF INSURANCE ASSISTANT
	HILLIS, JOSHUA TODD ITS NETWORK SPECIALIST 12 MO SU	INFORMATION AND TECH SERVICES	Effective 2023-08-08 /transfer from / ITS TECH SPECIALIST
	KIRKPATRICK, TAYLOR JAMES ITS NETWORK SPECIALIST 12 MO SU	INFORMATION AND TECH SERVICES	Effective 2023-08-08 /transfer from / ITS TECH SPECIALIST
	MANSEL, DESMOND JAMAL MNT GENERAL MAINT WORKER 12 MO SU	Division of Support Srvc	TRANSFERRED 2023-07-31 FROM LAJ .9 BEHAVIORAL HEALTH
0.9	MARTINEZ, ALYSSA LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	EFFECTIVE 2023-08-08 TRANSFER FROM .9 RVE BEHAVIORAL HEALTH ASST
0.9	MCSWAIN, ANTONELLA FIE GENERAL HEALTH ASSISTA 9 MON SU	Fleming Island Elementary	TRANSFERRED 2023-08-08 FROM RVE .9 BEHAVIORAL HEALTH
0.6	MURPHY, MARISSA MICHELLE MHS CHILD CARE ASSISTANT 9 MON SU	Middleburg High	Effective 2023-08-08 /transfer from /

VI. Support Actions

D. TRANSFER

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	NIEVES, XIOMARA J DIS SCHOOL SEC ADMINISTRATION 10 MONTH	Doctors Inlet Elementary	EFFECTIVE 2023-08-02 TRANSFER FROM STS .8 HEALTH ASST
	PEREZ CRUZ, YAMUEL OMAR ITS DATA BASE SPECIALIST 12 MO SU	INFORMATION AND TECH SERVICES	Effective 2023-08-03 /transfer from / ITS TECH SPECIALIST
0.8	PEREZ PEREZ, KEYLA COROMOTO OPH ESOL CLASSROOM ASSISTANT 9 MON SU	Orange Park High	TRANSFERRED FROM 2023-08-08 OPH CAFE ASST 6.50
0.9	PETERSON, KRYSTAL R ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	EFFECTIVE 2023-08-08 TRANSFER FROM BLC .9 BEHAVIORAL HEALTH ASST
0.9	PHILLIPS, JUSTIN MICHAEL BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	EFFECTIVE 2023-08-08 TRANSFER FROM RHS .9 BEHAVIORAL HEALTH ASST
	REEFER, LANCE LEE OPH CAFE VAN DRIVER 7 HOURS 9 MON SU	Orange Park High	EFFECTIVE 2023-08-09 TRANSFER FROM FNS CAFE VAN DRIVER 7.50 HRS
	ROBERTS, REBECCA LEIGH LJH SECRETARY 11 MO 11 MONTH	Lakeside Junior High	EFFECTIVE 2023-07-17 TRANSFER FROM LJH GENERIC CLASSROOM ASSISTANT
	ROBERTS, SHIRLEY C LAJ ESE SEC 12 MO 12 MO SU	Lake Asbury Junior High School	EFFECTIVE 2023-08-08 TRANSFER RHS ESE SECRETARY
	SALMONS, BILLY JOE MNT CARPENTER ASSISTANT 12 MO SU	Division of Support Svcs	Effective 2023-07-31 /transfer from / MNT WAREHOUSER
	SOLORZANO, SINDY P FIH CAFE ASSISTANT 7 HOURS 9 MON SU	Fleming Island High School	Effective 2023-08-09 /transfer from / FIH CUSTODIAN
	WELCH, JENNIFER E LAJ PRINCIPAL SECRETARY CONFIDEN	Lake Asbury Junior High School	Effective 2023-08-02 /transfer from / LAJ ESE SEC 12 MO
0.9	WILLIAMS, MELISSA B MHS GENERAL HEALTH ASSISTA 9 MON SU	Middleburg High	EFFECTIVE 2023-08-08 TRANSFER FROM LAJ SCHOOL SECRETARY 10 MON

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

<u>Name/Assignment</u>	<u>Site</u>	<u>Action/Effective</u>
ALDERSON, RICHARD A MHS CUSTODIAN 12 MO SU	Middleburg High	Effective 2023-08-01 RETIREMENT
BAUDER JR, DENNIS E CHS CAFE ASSISTANT 5 HOURS 9 MON SU	Clay High	Effective 2023-08-09 Conclude Employment
CORNWELL, DONALD R KHE CUSTODIAN 12 MO SU	Keystone Heights Elementary	Effective 2023-08-10 RESIGNATION
CUNNINGHAM, MICHAEL B MNT GENERAL MAINT WORKER 12 MO SU	SAFETY AND SECURITY	Effective 2023-07-05 RESIGNATION
ISAIS, ALIVIA REESE HMR PERSONNEL ASST CONFIDEN	Human Resources	Effective 2023-08-11 RESIGNATION
LECLAIR, JUSTIN L WJH CUSTODIAN 12 MO SU	Wilkinson Jr High	Effective 2023-07-24 RESIGNATION
PESTERFIELD, CHARLES A LAE CUSTODIAN 12 MO SU	Lake Asbury Elementary	Effective 2023-07-28 RESIGNATION
THOMAS, AQUAN DERRICK OHS CUSTODIAN 12 MO SU	Oakleaf High School	Effective 2023-08-14 RESIGNATION

DRAFT

VI. Support Actions

F. SUPPLEMENT

	<u>Name/Assignment</u>	<u>Site</u>	<u>Previous</u>
	ADMIRE, CHRISTY L RVE SAFETY PATROL SUPPLEME	Ridgeview Elementary	Appointment
	ANDERSON, ANTON FIH FOOTBALL ASST SH 75% SUPPLEME	Bannerman Learning Center	Appointment
	ANDERSON, ANTON FIH FOOTBALL HD HS 25% SUPPLEME	Bannerman Learning Center	Appointment
	BUCKLEW, JENNIFER ANN FIH FRESHMAN CLASS SPONSOR SUPPLEME	Fleming Island High School	Appointment
	CLYBURN, JEROME ANTONIO RHS BASKETBALL HD SH SUPPLEME	Ridgeview High School	Resignation
	HARRINGTON, CHARLIE A KHH CHEERLEADING VARSITY SUPPLEME	Keystone Heights High School	Appointment
	HOLLINGSWORTH, BRITTINI LEE KHH CHEERLEADING JV SUPPLEME	Keystone Heights Elementary	Appointment
	JENNINGS, JORDAN RAE KHH VOLLEYBALL HD JV SUPPLEME	Keystone Heights Elementary	Appointment
	MCNEILL, MOLLY DIANE FIH DISCRETIONARY SUPPLEME	Fleming Island High School	Appointment
0.5	SKEEN, MICHELLE MARIE OPH SENIOR CLASS SPONSOR SUPPLEME	Orange Park High	Appointment
	SLATER, MEGAN L KHE TITLE 1 SUP ED SUPPLEME	Keystone Heights Elementary	Appointment
	SUMMERS, CRYSTAL RAE INST APPLICATION FACILITATOR SUPPLEME	Robert M. Paterson Elementary	Appointment
0.5	YEARTY, SELINA RENEE OPH SENIOR CLASS SPONSOR SUPPLEME	Orange Park High	

September 7, 2023 - Regular Board Meeting

Title

C4 - Kelly Services Staffing Contract Amendment #3 for Contract Extension

Description

The Contract between Kelly Services and the School Board of Clay County is set to expire on October 14, 2023. This Amendment # 3 shall change the expiration date to June 30, 2024, under the same current terms and conditions. This extension provides the necessary time to complete and advertise the RPF. The contract has an exit clause that can be enacted by either party with a written thirty (30) day notice.

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 August 2, 2018 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

All funding necessary for the Educational Staffing fees are budgeted within the General Budget.

Review Comments

Attachments

School Board of Clay County

September 7, 2023 - Regular Board Meeting

Title

C5 - Amendment One to Dual Enrollment Agreement between Gaetz Aerospace Inst, Embry-Riddle Aeronautical Univ. (ERAU) and School Board of Clay County (SBCC) 2022-2025

Description

An amendment to the collaborative agreement between ERAU and SBCC for dual enrollment purposes that reflects an overall budget increase. The amendment allows for the continuation of a relationship between the two organizations at the following schools: Fleming Island High School, Keytone Heights Jr - Sr High School, Middleburg High School, Oakleaf High School and Orange Park High School. This agreement allows Clay County students to enroll in college courses on the campuses of each high school listed.

Gap Analysis

This amendment must be made in order to continue offering this to Clay County students.

Previous Outcomes

Clay County has had a positive working relationship with Embry-Riddle Aeronautical University and amendment to the agreement benefits the students of the District by allowing both college credits and high school credits at the same time. Additionally, this program is unique to the Clay County programs in that the aeronautical these is highlighted.

Expected Outcomes

Clay County Aerospace students continue to take advantage of the Dual Enrollment program and earn college level credits. It is expected that the total number of students in this program will continue to grow.

Strategic Plan Goal

Goal 1: Engage all students to attain the necessary skills and knowledge to be future-ready graduates.
Strategy 1.3: Graduate students who are ready to enroll, enlist, or be employed in the workforce.

Recommendation

That the School Board of Clay County School approve Amendment One to Dual Enrollment Agreement between Gaetz Aerospace Inst., ERAU and SBCC Academic years 2022 - 2025

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904, roger.dailey@myoneclay.net
Treasure Pickett, Chief of Secondary, 904-336-6918, treasure.pickett@myoneclay.net

Financial Impact

Approximately \$35,328.00 - 100.5100730.9007.0000

Review Comments

Attachments

📎 [240028 Embry-Riddle Amendment One.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240028
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: 7/27/23

Name of Contract Initiator: Treasure Pickett Telephone #: 904-336-6918

School/Dept Submitting Contract: K12 - Sec. Ed. Cost Center # 9007

Vendor Name: Embry - Riddle Aeronautical Univ.

Contract Title: Am. One between Gaetz Aero Inst, Embry Riddle and SBCC

Contract Type: New Renewal Amendment Extension Previous Year Contract # 236024

Contract Term: 1 year 6-30-25 Renewal Option(s):

Contract Cost: 42,308.00 \$35328.-

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100-5100130-9007-0000
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) is attached.
- ____ Release and Hold Harmless (If Applicable)

RECEIVED
8/2/2023
PURCHASING
8/27/2023

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BPB</u>	_____
Review Date <u>8/1/23</u>	_____
School Board Attorney <u>SB</u>	_____
Review Date <u>8/3/23</u>	_____
Other Dept. as Necessary	_____
Review Date	_____

PENDING STATUS: YES NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS APPROVED DATE: 8-8-23

**Amendment One to
Dual Enrollment Agreement between Gaetz Aerospace Institute,
Embry-Riddle Aeronautical University, Inc. and
The School Board of Clay County, Florida
Academic Years 2022-2025**

This Amendment One (the "Amendment") is entered into effective as of date of the last signature below (the "Effective Date") and is by and between The School Board of Clay County, Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, Inc. a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as **ERAU**) and collectively referred to as "Parties".

WHEREAS, The Parties entered into a Dual Enrollment Agreement effective August 1, 2022 through June 30, 2025 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to address various mutually agreed upon changes to the Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, terms and conditions set forth below, the Parties, intending to be legally bound, do hereby agree as follows:

1. Article 3.0 of the Agreement is voided and replaced with the following:
- 2.

Invoices shall be submitted to:
Name & Title: Laurie Woolwine,
Administrative Assistant
23 S. Green Street
Green Cove Springs, FL 32043
904-336-6919
Laurie.woolwine@myoneclay.net

Payment shall be remitted to:
Daytona Grants & Contracts Requests
Embry-Riddle Aeronautical University
1 Aerospace Blvd
Daytona Beach, FL 32114-3900
386-226-6212
dbgcars@erau.edu

3. Article 4.0 of the Agreement is voided and replaced with the following:

ARTICLE 4.0 PAYMENT

4.1 **DISTRICT** will make payment for the academic year in accordance with Attachment A AY 23-24, for those courses set forth in Appendix A AY 23-24, both of which are attached hereto and incorporated into this Agreement.

4.2 Payments for verified invoices for the academic school year (ASY) will be due as follows:

Date of Final Execution
First business day in March

50% of total amount due for ASY
50% of total amount due for ASY

Upon Receipt of Certification
Dollars in AY 24-25 if Applicable

Payment of - 5% CAPE
Certification due for ASY

4. Except as expressly modified herein, the terms and conditions of the Memorandum of Understanding remain unchanged. In the event of a conflict between the terms of this Amendment, and those of the Memorandum of Understanding, the District and ERAU agree that the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers or representatives.

For Embry-Riddle Aeronautical University

Nanette Guzman, DBA, CRA, Director,
Office of Sponsored Research Administration

Date

For the School Board of Clay County, Florida

Sign and print, Chair

Date: _____

ATTEST:

David Broskie, Superintendent

Date: _____

Attachment A AY 23-24

Statement of Work and Budget

AY 2023-2024 Course Sections

2023 Fall Semester/Spring Semester 2024

1. Dual Enrollment Course Sections	18
2. High School Course Section	3
3. Middle School Course Section	
Total Sections	21
Course Monitor Fees	\$ 1,800.00
Faculty Costs (Adjunct)	\$15,750.00
Fringe Benefits	\$ 1,422.00
Dual Enrollment Section Cost	\$ 9,000.00
High School Section Cost	\$ 750.00
Middle School Section Cost	\$ 0.00
Subtotal	\$28,722.00
Indirect Costs	\$ 6,606.00
Total Price	\$35,328.00

Grant funds will cover the cost of all technical training, travel for professional development, textbooks, UAVs, teacher stipends, program management, student industry certification exams and programs in UAS and Private Pilot Ground school, teacher industry certification exams and training programs in UAS and Private Pilot Ground School, professional industry conferences when possible and other aviation opportunities as they may arise.

Payment

The District will make payment for each academic school year in accordance with this schedule and any addenda to this contract entered into by both Parties. Payments will be due as follows:

Date of Final Execution	<u>\$17,664.00</u>	(100% of total due)
March 1, 2023	<u>\$17,664.00</u>	
Total Due	\$ 35,328.00	+ 5% of Cape Certification Dollars upon receipt of funds in AY24

Appendix A AY 23-24

List of courses being taught in the School Board of Clay County, Florida:

Fall 2023

Location	Title	Instructor
Fleming Island HS	AS 120 - Principles of Aeronautical Science	David Keller
Keystone Heights HS	HSI 110 - Introduction to Homeland Security	Richard Hall
Keystone Heights HS	AS 120 - Principles of Aeronautical Science	Raymond George-ERAU
Keystone Heights HS	AS 120 - Principles of Aeronautical Science	Raymond George-ERAU
Keystone Heights HS	AS 121a - Private Pilot Operations	Raymond George-ERAU
Keystone Heights HS	AS 235 - UAS & XCountry Data Entry	Raymond George-ERAU
Oakleaf High School	AS 120 - Principles of Aeronautical Science	Shannon Clark
Oakleaf High School	sUAS - Small UAS Safety Operations	Ellis Bowler
Oakleaf High School	sUAS - Small UAS Safety Operations	Ellis Bowler
Oakleaf High School	sUAS - Small UAS Safety Operations	Ellis Bowler
Oakleaf High School	AS 120 - Principles of Aeronautical Science	Ellis Bowler
Orange Park High School	EGR 101 - Introduction to Engineering	Mary DeMarco

Spring 2024

Location	Title	Instructor
Fleming Island HS	AS 220 - Unmanned Aircraft Systems	David Keller
Keystone Heights HS	BA 201 - Principles of Management	Richard Hall
Keystone Heights HS	AS 220 - Unmanned Aircraft Systems	Raymond George-ERAU
Keystone Heights HS	AS 220 - Unmanned Aircraft Systems	Raymond George-ERAU
Keystone Heights HS	AS 121b - Private Pilot Operations	Raymond George-ERAU
Keystone Heights HS	AS 222 - UAS Security	Raymond George-ERAU
Keystone Heights HS	AS 220 - Unmanned Aircraft Systems	Shannon Clark
Oakleaf High School	Small UAS Safety Operations - continued	Ellis Bowler
Oakleaf High School	Small UAS Safety Operations - continued	Ellis Bowler
Oakleaf High School	Small UAS Safety Operations - continued	Ellis Bowler
Oakleaf High School	SS 130 - History of Aviation in America	Ellis Bowler
Orange Park High School	CS 223 - Scientific Programming in C	Mary DeMarco

September 7, 2023 - Regular Board Meeting

Title

C6 - Amendment to Santa Fe Dual Enrollment Articulation Agreement

Description

A collaborative agreement between Santa Fe College and SBCC for Dual Enrollment purposes. This amendment to the longstanding agreement that will allow 10th graders at Keystone Heights Junior/Senior High School to participate in two Dual Enrollment courses. The agreement outlines policies pertaining to Dual Enrollment and the roles and responsibilities of each organization. Students may qualify in the fall of 10th grade to take one course, SLS1101, with a 3.0 cumulative unweighted GPA based upon at least 6 full high school credits, college-level scores on the CPT, PERT, SAT, or ACT in at least one area, a recommendation from a school faculty member, and the demonstration of the student's maturity required to ensure success in a college class in a college environment. If students receive a B or higher in the SLS1101 course, students may qualify to take one additional class, suggested by the School Board and approved by the College, in the spring of 10th grade. Successfully earning a B or higher in the spring term will allow the student to continue in the program under the conditions of the Agreement.

Gap Analysis

This amendment removes the requirement for advance written approval from St. Johns River State College as set out in Paragraph 2.

Previous Outcomes

Clay County has had a positive working relationship with Santa Fe and this agreement benefits the students of the district by allowing them to earn both college credits and high school credits.

Expected Outcomes

Students participating in Dual Enrollment coursework at Keystone Heights Junior/Senior High School will be able to work towards their Associate of Arts degree at a more reasonable rate by taking Dual Enrollment beginning in the 10th grade.

Strategic Plan Goal

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

Strategy 1.3: Graduate students who are ready to enroll, enlist or be employed in the workforce.

Recommendation

Approval of the amendment to Dual Enrollment articulation agreement between Santa Fe College and School Board of Clay County.

Contact

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

Treasure Pickett, Chief of Secondary, 904.336.6918, treasure.pickett@myoneclay.net

Financial Impact

115,000.00 (based on enrollment 22/23)

Review Comments

Attachments

📎 [240023 Santa Fe College 2nd Amendment.pdf](#)

Contract # 270023
 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: 7-24-23
 Name of Contract Initiator: Treasure Vickett Telephone #: 336-6919
 School/Dept Submitting Contract: K12 Secondary Ed Cost Center # 9007
 Vendor Name: Santa Fe College
 Contract Title: Dual Enrollment Articulation Agreement between Santa Fe & SBOC
 Contract Type: New Renewal Amendment Extension Previous Year Contract # 230079
 Contract Term: Second amendment Renewal Option(s): Continual
 Contract Cost: 115,000.00 (based on enrollment 22/23)

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # 100-5100730-9007-0000-0000-000-00
 Funding Source: Budget Line # (dependent on enrollment)

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

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

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

RECEIVED
 JUL 24 2023
 PURCHASING
 RECEIVED
 7/25/23
 SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTF</u>	
Review Date <u>7/25/23</u>	
School Board Attorney	
Review Date <u>7/27/23</u>	
Other Dept. as Necessary	
Review Date	

ENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS: **APPROVED** DATE: 7-27-23

**Second Amendment to Dual Enrollment Articulation Agreement
(School Board of Clay County and Santa Fe College)**

This Second Amendment to the Dual Enrollment Articulation Agreement by and between the School Board of Clay County and The District Board of Trustees of Santa Fe College, Florida (hereafter the "College"), which was effective on August 1, 2015 (hereafter the "Agreement"), is hereby entered into and shall be effective as of the date of the last signature below.

WHEREAS, the parties entered into the First Amendment on August 1, 2018, for the purpose of modifying the definition of Academic Dual Enrollment; and

WHEREAS, Paragraph 2 of the Agreement stated as follows: "The College agrees to provide college-level academic instruction to School Board's qualified students whose registration at the College has been approved in writing by the Florida College System institution serving School Board's county, which is St. Johns River State College;" and

WHEREAS, this Second Amendment is made for the purpose of removing the requirement for advance written approval from St. Johns River State College.

NOW, therefore, in consideration of the premises, the parties agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement shall be deleted in its entirety.
2. To the extent of any conflict between the terms of the Agreement or any addenda or amendments thereto and this Second Amendment, this Second Amendment shall govern the rights of the parties hereto. All terms and conditions of the Agreement and valid Addenda or Amendments not expressly modified herein shall remain in full force and effect.

NOW, THEREFORE, the parties hereto respectively set their hands and seal on the dates shown below and submit they have the legal authority to commit the parties to this Second Amendment.

School Board of Clay County, Florida

**The District Board of Trustees of
Santa Fe College, Florida**

Signed by:

Signed by:

Signature

Signature

Date

Date

Printed or Typed Name

Printed or Typed Name

Title

Title



School Board of Clay County

September 7, 2023 - Regular Board Meeting

Title

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

DRAFT

Description

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

Field Trips Details

School	Date	Destination	Group	Purpose
Lakeside Junior High	4/20/24	Valdosta, GA	Chorus and Band	Student performance at Wild Adventures Theme Park
Oakleaf Junior High	1/30 - 2/3/24	Washington, DC and Virginia	Pre-AICE Students	Reinforce USH1 Concepts and Standards
Oakleaf Junior High	12/8 - 12/9/23	Haines City, FL	FFA	FFA Conference
Oakleaf Junior High	9/16 - 9/17/23	Kissimmee, FL	FFA	Chapter President Conference
Fleming Island High	10/6/23	Guyton, GA	NJROTC	Varsity Air Rifle team event
Fleming Island High	11/4/23	Cairo, GA	NJROTC	Air Rifle Meet
Fleming Island High	9/30/23	Brunswick, GA	NJROTC	Orienteering Team Event
Fleming Island High	9/8 - 9/10/23	Camp Blanding	NJROTC	Orienteering Training Camp
Fleming Island High	9/16/23	Cairo, GA	NJROTC	Drone and Cairo Triathlon Challenge
Fleming Island High	1/26 - 1/27/24	Oxford, AL	NJROTC	Area 12 Air Rifle championship
Fleming Island High	9/1 - 9/2/23	Lakewood Ranch, FL	Boys Golf Team	Team Building
Fleming Island High	9/29 - 9/30/23	Orlando, FL	Boys Golf Team	Team Building
Middleburg High	9/30/23	Bruswick, GA	NJROTC	Orienteering Team competition
Middleburg High	9/8 - 9/10/23	Camp Blanding	NJROTC	Orienteering Team training
Middleburg High	11/3 - 11/4/23	South Effingham, GA	NJROTC	Drill Team competition
Middleburg High	12/8 - 12/9/23	Appling, GA	NJROTC	Orienteering Team competition
Middleburg High	3/1 - 3/2/24	Coffee County, GA	NJROTC	Drill Team activity/competition
Middleburg High	11/10 - 11/12/23	St. Petersburg, FL	Marching Band	Florida Marching Band State Championship
Middleburg High	12/9 - 12/10/23	Haines City, FL	FFA Officers/members	FFA Leadership Conference
Ridgeview High	9/8 - 9/10/23	Camp Blanding	NJROTC	Orienteering Team Training
Ridgeview High	9/30/23	Brunswick,	NJROTC	Orienteering Team Meet

		GA		
Ridgeview High	9/16/23	Cairo, GA	NJROTC	Cairo Triathlon Challenge

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 K12; roger.dailey@myoneclay.net; 904-336-6904

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

Financial Impact

None

Review Comments

Attachments

- 📎 [September 2023 Board Backup.pdf](#)

DRAFT

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUE

1. School Requesting: Lakeside Sr High
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier X Other _____
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes _____ No X Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 4/20/24 Destination*: Wild Adventures, Valdosta, GA
5. Group Taking Trip: Chorus + band
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. n/a
7. Educational Value of Field Trip: For chorus and band students to perform age appropriate pieces from memory, with proper skills + techniques in a public setting
8. Supporting Florida Standards Benchmark(s) with Narrative(s): For
ML.68.5.3 Complex skills + techniques, memory,
focus + sequential info - unfamiliar setting
9. Number of Students*: 90 Number of Chaperones*: 15
10. Cost Per Student: \$130.00 Budget Code or Source to be charged: 2100 + 2200
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 6am Returning Time*: 11:30 pm

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

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

Bus Requisition Number(s):

Michelle DeCheri
Teacher, Team Leader, Department Head, Etc.

Date

8/10/23

[Signature]
Principal

Date

8/16/23

[Signature]
Assistant Superintendent

Date

[Signature]
Superintendent

Page 140 of 589

Date

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUEST

1. School Requesting: Oakleaf Junior High
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier Other
If Commercial Carrier or Other, please state type: Charter Bus
3. Trip(s) Overnight: Yes No Trip(s) Out-of-State: Yes No
4. Dates of Field Trip*: 1/30/24 - 2/3/24 Destination*: Washington D.C. / Virginia
5. Group Taking Trip: Pre-AICE
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
7. Educational Value of Field Trip: Reinforce US History Concepts and standards and create a deeper understanding of subject matter.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SS.8.A.3.12 Examine the influences of G. Washington's presidency in the formation of a new nation. SS.8.A.2.4 Identify the impact of key colonial figures on the economic, political, and social development of the colonies - Jamestown. SS.8.A.5.3 Explain domestic + international economic, military, political events of A. Lincoln's Presidency - Fords Theatre, Gettysburg
9. Number of Students*: _____ Number of Chaperones*: _____
10. Cost Per Student: \$1139.00 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: _____ Returning Time*: _____

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

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

Bus Requisition Number(s): _____

Jeanette Burley Dept. Head
Teacher, Team Leader, Department Head, Etc.
[Signature]
Principal
[Signature]
Assistant Superintendent
[Signature]
Superintendent

8/4/2023
Date
8/4/23
Date
8/9/23
Date
8/10/23
Date

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUI

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023

1. School Requesting: Oakleaf Junior High
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes No _____ Trip(s) Out-of-State: Yes _____ No
4. Dates of Field Trip*: December 8-9 2023 Destination*: LTC Haines City, FL
5. Group Taking Trip: FFA
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. Rebecca Senna
7. Educational Value of Field Trip: The conference helps middle school members discover leadership opportunities, potential career choices, and value of FFA mission
8. Supporting Florida Standards Benchmark(s) with Narrative(s): 8.01 Identify the opportunities for leadership development available through FFA. 8.01 Model leadership characteristics
9. Number of Students*: 41 Number of Chaperones*: 1
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 8:00am Returning Time*: 5:00pm

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

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

Bus Requisition Number(s):

Rebecca Senna
Teacher, Team Leader, Department Head, Etc.
Principal
Assistant Superintendent
Superintendent

8-2-23
Date
8/2/23
Date
8/7/23
Date
8/15/23
Date

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUI

1. School Requesting: Oakleaf Junior High
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other _____
If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes No _____ Trip(s) Out-of-State: Yes _____ No
4. Dates of Field Trip*: September 16-17 2023 Destination*: Kissimmee, FL
5. Group Taking Trip: FFA Sept. Bd Mt
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. Rebecca Senna
7. Educational Value of Field Trip: Chapter President Conference helps newly elected chapter officers identify their strengths, develop personal growth plans, master speech writing and delivery and develop personal management skills.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): 8.01 - Identify the opportunities for leadership development available through FFA. 8.04 Model leadership characteristics.
9. Number of Students*: 2 Number of Chaperones*: 1
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 8:00am Returning Time*: 5:00pm

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

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

Bus Requisition Number(s):

Rebecca Senna
Teacher, Team Leader, Department Head, Etc.
William Dyer
Principal
Scott
Assistant Superintendent
Donnie
Superintendent

8-2-23
Date
8/2/23
Date
8/7/23
Date
8/10/23
Date

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**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUEST

1. School Requesting: FLEMING ISLAND 1
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X ✓
 If Commercial Carrier or Other, please state type: RENTAL VAN
3. Trip(s) Overnight: Yes _____ No X Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 6 OCT Destination*: SOUTH EFFINGHAM HS
1220 NOEL C. CONAWAY RD
GUYTON, GA 31312
5. Group Taking Trip: NJROTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A
7. Educational Value of Field Trip: SUPPORTS NJROTC CURRICULUM AND TEAM EVENTS
VARSITY AIR RIFLE TEAM EVENT
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SAME AS ABOVE
9. Number of Students*: 4 Number of Chaperones*: 1
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 11:00 AM Returning Time*: 6:00 PM

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

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

Bus Requisition Number(s): _____

<u>[Signature]</u> Teacher, Team Leader, Department Head, Etc.	<u>8/1/2023</u> Date
<u>[Signature]</u> Principal	<u>8/2/23</u> Date
<u>[Signature]</u> Assistant Superintendent	<u>8/7/23</u> Date
<u>[Signature]</u> Superintendent	<u>8/10/23</u> Date

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SOUTH EFFINGHAM H.S. NJROTC

1220 NOEL C. CONAWAY ROAD

GUYTON, GEORGIA 31312

TELEPHONE (912)728-7527

LtCol T.P. Stautberg

tstautberg@effingham.k12.ga.us

CSC Russell Burns

rburns@effingham.k12.ga.us

July 24, 2023

SOUTH EFFINGHAM NJROTC STS 3P AIR RIFLE MATCH LOI

Date: 6-7 October 2023. The match will be shot on Friday afternoon and Saturday at South Effingham high School in the Auxiliary Gym. The match will be shot on the paper targets and scored by the Orion Target System. I will shoot relays on Friday at 2:15 and 4:00 pm and if I need to add a third relay it will be scheduled for 12:30. The Saturday relays will begin at 9:00am, 10:45am, 12:30pm, and 2:15pm. If needed we can add a 4:00pm relay. **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. I plan on setting up 28 targets.

Scoring will be with the Orion scoring system. **I DO NOT need CMP competitor numbers for cadets since Orion now will assign random numbers.**

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: Ten (10) record shots in each of 3 positions (prone, standing, and kneeling). One target per position will be used. Total score for the three positions will count as the cadet's individual match score. The combined score of a team's four shooters will determine the overall score of each team. The match will be shot IAW the 14th 2022-2024 *National Standard Three-Position Air Rifle Rules* for Precision and Sporter.

Distance: 10 meters from the firing line to the target face when the target is in its normal position.

**SOUTH EFFINGHAM NJROTC SHOULDER-TO-SHOULDER
3P AIR RIFLE MATCH ENTRY FORM**
*The Match is at South Effingham High School in the
Auxiliary Gym*

Name of School: _____

Phone Number: _____

Number of Teams: _____ Sporter X \$100.00 = _____

_____ Precision X \$100.00 = _____

Number of individuals: _____ X \$25.00 = _____
(Not a team member)

Total enclosed: \$ _____
(Sum of teams and individuals)

Circle preferred Relay Friday 1415 1600 Saturday 0900 1045 1230 1415

Mail to: South Effingham High School
NJROTC attn: LtCol Stautberg
1220 Noel C. Conaway Rd
Guyton, GA 31312

******I will need a roster of cadets that will be shooting NLT 24 September 2023. You may make substitutions on the day of the match, but I need to build the data base in the scoring program to allow the match to proceed at a timely pace.**

*****you can use the form below to submit the shooter data or email me your own form or list of names.**

Signature of Coach

Point of Contact : Print Name: _____

Phone Number: _____ - _____ - _____

E Mail Address(es) _____

SOUTH EFFINGHAM HIGH SCHOOL NJROTC OPERATIONAL RISK MANAGEMENT ASSESSMENT

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

ORM Terminology

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

5 Steps of Performing ORM – 5 Step Process

(Memory Acronym- I AM IS)

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

Step 1 - Identify Hazards

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

5 Steps of Performing ORM (Cont.)

Four Guiding Principles of the ORM Program

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

Levels of Application

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

Operational Risk Management – South Effingham HS STS

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

Risk Assessment Code (RAC) Key:

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

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

**Fleming Island High School
to South Effingham High School**

2 hr 32 min

165.8 miles

IRS reimbursement: **\$108.58**



Head south. Go for 121 ft.

Then 0.02 miles



Turn right. Go for 233 ft.

Then 0.04 miles



Turn left. Go for 141 ft.

Then 0.03 miles



Turn right toward Village Square Pkwy. Go for 115 ft.

Then 0.02 miles



Turn left onto Village Square Pkwy. Go for 0.7 mi.

Then 0.7 miles



Turn left onto US Highway 17 (US-17 N). Go for 17.8 mi.

Then 17.8 miles



Take the exit onto I-10 E (Sr-8). Go for 0.6 mi.

Then 0.6 miles





Turn right onto GA Highway 17 S (GA-17/GA-30). Go for 4.3 mi.

Then 4.3 miles



Turn right onto Noel C Conaway Rd (GA-30). Go for 2.1 mi.

Then 2.1 miles



Turn right. Go for 105 ft.

Then 0.02 miles



Turn right. Go for 161 ft.

Then 0.03 miles



South Effingham High School

1220 Noel C Conaway Rd, Guyton, GA 31312

DRAFT

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUI

1. School Requesting: FLEMING ISLAND
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X _____
 If Commercial Carrier or Other, please state type: RENTAL VANS
3. Trip(s) Overnight: Yes _____ No X Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 4 Nov Destination*: CAIRO H.S.
CAIRO, GA
5. Group Taking Trip: NJPTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A
7. Educational Value of Field Trip: SUPPORTS NJPTC CURRICULUM AND TEAM EVENTS
(AIR RIFLE MEET)
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SAME AS ABOVE
9. Number of Students*: 8 Number of Chaperones*: 2
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 7:00 AM Returning Time*: 4:00 p.m

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

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

Bus Requisition Number(s): _____

<u>[Signature]</u> Teacher, Team Leader, Department Head, Etc.	<u>7/19/2023</u> Date
<u>[Signature]</u> Principal	<u>7/20/23</u> Date
<u>[Signature]</u> Assistant Superintendent	<u>7/24/23</u> Date
<u>[Signature]</u> Superintendent	<u>7/25/23</u> Date

1

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQU

1. School Requesting: FLEMING ISLAND
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X _____
 If Commercial Carrier or Other, please state type: RENTAL VANS X3
3. Trip(s) Overnight: Yes _____ No X Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 30 SEP Destination*: BRUNSWICK, GA.
BLYTHE ISLAND REGIONAL PARK
5. Group Taking Trip: NJROTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A
7. Educational Value of Field Trip: SUPPORTS NJROTC CURRICULUM AND TEAM EVENTS
ORIENTEERING TEAM WILL BE PARTICIPATING IN AN EVENT
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SAME AS ABOVE
9. Number of Students*: 10 Number of Chaperones*: 2
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 6 AM Returning Time*: 5 PM

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

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

Bus Requisition Number(s): _____

<u>[Signature]</u> Teacher, Team Leader, Department Head, Etc.	<u>7/19/2023</u> Date
<u>[Signature]</u> Principal	<u>7/20/23</u> Date
<u>[Signature]</u> Assistant Superintendent	<u>7/24/23</u> Date
<u>[Signature]</u> Superintendent	<u>7/25/23</u> Date

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**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF CLAY C
FIELD TRIP REQUE

1. School Requesting: FLEMING ISLAND H
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other _____
 If Commercial Carrier or Other, please state type: _____
3. Trip(s) Overnight: Yes No _____ Trip(s) Out-of-State: Yes _____ No
4. Dates of Field Trip*: 8-10 SEP 2023 Destination*: CAMP BLANDING
5. Group Taking Trip: NJROTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A
7. Educational Value of Field Trip: SUPPORTS NJROTC CURRICULUM AND TEAM EVENTS THIS IS AN OVERNIGHT (WEEKEND) ORIENTEERING TRAINING CAMP RUN BY RIDGEVIEW H.S.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SAME AS ABOVE
9. Number of Students*: 10 Number of Chaperones*: 1
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 5 pm Returning Time*: 3 pm

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

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

Bus Requisition Number(s): _____

[Signature] / NJROTC SNSE
 Teacher, Team Leader, Department Head, Etc.
[Signature]
 Principal
[Signature]
 Assistant Superintendent
[Signature]
 Superintendent

7/19/2023
 Date
7/20/23
 Date
7/24/23
 Date
7/25/23
 Date

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF CLAY ()
FIELD TRIP REQUE

1. School Requesting: FLEMING ISLAND L
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X _____
 If Commercial Carrier or Other, please state type: RENTAL VANS
3. Trip(s) Overnight: Yes _____ No X Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 16 SEP Destination*: CAIRO H.S (CAIRO, GA)
5. Group Taking Trip: NJPOTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A
7. Educational Value of Field Trip: SUPPORTS NJPOTC CURRICULUM AND TEAM EVENTS
CADETS WILL PARTICIPATE IN A DRONE & TRIATHLON EVENT
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SAME AS ABOVE
9. Number of Students*: 10 Number of Chaperones*: 2
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 5 AM Returning Time*: 8 PM

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

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

Bus Requisition Number(s): _____

<u>[Signature]</u> Teacher, Team Leader, Department Head, Etc.	<u>7/19/2023</u> Date
<u>[Signature]</u> Principal	<u>7/20/23</u> Date
<u>[Signature]</u> Assistant Superintendent	<u>7/28/23</u> Date
<u>[Signature]</u> Superintendent	<u>7/25/23</u> Date

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**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUI

1. School Requesting: FLEMING ISLAND
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X _____
 If Commercial Carrier or Other, please state type: RENTAL VANS
3. Trip(s) Overnight: Yes X No _____ Trip(s) Out-of-State: Yes X No _____
4. Dates of Field Trip*: 26-27 JAN 2024 Destination*: OXFORD, AL
5. Group Taking Trip: NJPTC
6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A
7. Educational Value of Field Trip: SUPPORTS NJPTC CURRICULUM AND TEAM EVENTS (ARMA-12 AIR RIFLE CHAMPIONSHIP MATCH)
8. Supporting Florida Standards Benchmark(s) with Narrative(s): SAME AS ABOVE
9. Number of Students*: 8 Number of Chaperones*: 3
10. Cost Per Student: 0 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 6 AM Returning Time*: 11 PM

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

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

Bus Requisition Number(s): _____

<u>[Signature]</u> Teacher, Team Leader, Department Head, Etc.	<u>7/20/23</u> Date
<u>[Signature]</u> Principal	<u>7/20/23</u> Date
<u>[Signature]</u> Assistant Superintendent	<u>7/31/22</u> Date
<u>[Signature]</u> Superintendent	<u>8/2/23</u> Date

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STUDENT ACTIVITY FORM
AREA-12 NJROTC AIR RIFLE CHAMPIONSHIP
FRIDAY – SAT 26-27 JAN 2024

FIHS NJROTC will be competing in the Area-12 NJROTC Air Rifle Championship in Anniston, AL Saturday 7 Jan. The team will be departing Fleming Island Friday, 26 Jan and returning 27 Jan. **Departure** from FIHS will be at **6:00 am** and returning by 11:00 pm on the 27th. There will be a practice session at 2:00 pm (CST) Friday at the CMP range and a request has been made for the 1st relay on Saturday so the team can be on the road by the afternoon.

Snacks: Cadets will be required to have cash for snacks throughout the trip. Meals and lodging will be paid with unit funds.

Lodging: Males (2 per room) Female (3 per room or with parent)

Hotel Address: Hilton Garden Inn,
280 Colonial Drive, Oxford, AL
256-831-0083

Transportation: The unit will be renting two mini-vans
SNSI will be driving one van (4 cadets and female chaperon)
Parent/chaperon will be driving the second van (4 cadets)

Required documents: Attached is the required CMP Eligibility Affidavit and Liability Agreement

Teachers: Please indicate approval (**Friday 19 Jan 2024**)

1ST _____	2ND _____
3RD _____	4TH _____
5TH _____	6TH _____

(Print Cadets name)

Permission as a parent or guardian of the above student

Print Parent Name

Parent Signature

CWO4 David Keller, USN (Ret)

(904) –831-2726 (Cell)

DUE BACK NLT 22 JAN 2024

SCHOOL DISTRICT OF
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
Received too late for August 3, 2023
Board Meeting
Received for information: Sept 7, 2023

- School Requesting: FIHS
- Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X ✓
If Commercial Carrier or Other, please state type: Vans
- Trip(s) Overnight: Yes X No _____ Trip(s) Out-of-State: Yes _____ No X
- Dates of Field Trip*: Sept. 1-2, 2023 Destination*: Lakewood Ranch, FL
- Group Taking Trip: Boys Golf Team
- If using private vehicles, list approved driver(s): _____
- Educational Value of Field Trip: N/A
Team bonding
- Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
- Number of Students*: 5 Number of Chaperones*: 1
- Cost Per Student: N/A Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)
- Departure Time*: Thu. 8/31 4pm Returning Time*: Sat. 9/2 7pm

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

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

Bus Requisition Number(s): _____

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

[Signature]
Principal

[Signature]
Assistant Superintendent

[Signature]
Superintendent

8/2/23
Date

8/3/23
Date

8/7/23
Date

8/10/23
Date

16

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT ()
FIELD TRIP REQUEST

1. School Requesting: FHS
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X ✓
 If Commercial Carrier or Other, please state type: Vans
3. Trip(s) Overnight: Yes X No _____ Trip(s) Out-of-State: Yes _____ No X
4. Dates of Field Trip*: Sept. 29 - 30, 2023 Destination*: Orlando, FL
5. Group Taking Trip: Boys' Golf - Sept Mtg
6. If using private vehicles, list approved driver(s): _____
7. Educational Value of Field Trip: Tennis bonding
8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
9. Number of Students*: 6 Number of Chaperones*: 1
10. Cost Per Student: N/A Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 6am 9/29 Returning Time*: 7pm 9/30

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

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

Bus Requisition Number(s): _____

<u>[Signature]</u>	<u>8/2/23</u>
Teacher, Team Leader, Department Head, Etc.	Date
<u>[Signature]</u>	<u>8/2/23</u>
Principal	Date
<u>[Signature]</u>	<u>8/7/23</u>
Assistant Superintendent	Date
<u>[Signature]</u>	<u>8/10/23</u>
Superintendent	Date

17

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF
FIELD TRIP REQUEST

1. School Requesting: MIDDLEBURG H.S. NJROTC ✓
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other _____
 If Commercial Carrier or Other, please state type: PARENTS
3. Trip(s) Overnight: Yes _____ No Trip(s) Out-of-State: Yes No _____
4. Dates of Field Trip*: SEP 30, 2023 Destination*: BRUNSWICK, GA
5. Group Taking Trip: MIDDLEBURG H.S. NJROTC ORIENTEERING TEAM
6. If using private vehicles, list approved driver(s): CDR CLARK, OS' LEE, PARENTS
7. Educational Value of Field Trip: TEAM COMPETITION
8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
9. Number of Students*: 15 Number of Chaperones*: 2
10. Cost Per Student: 0 Budget Code or Source to be charged: ROTC 3167
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: SEP 30, 2023 6:00 AM Returning Time*: SEP 30, 2023 11:00 PM

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

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

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc.

Date

Principal

Date

Assistant Superintendent

Date

Superintendent

Date

11

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023

SCHOOL DISTRICT OF
FIELD TRIP REQUE

1. School Requesting: Middleburg H.S NJ ROTC ✓
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other _____
If Commercial Carrier or Other, please state type: Parents
3. Trip(s) Overnight: Yes No _____ Trip(s) Out-of-State: Yes _____ No
4. Dates of Field Trip*: Sep 8-10, 2023 Destination*: Camp Blanding FL
5. Group Taking Trip: Middleburg H.S, NJ ROTC orienteering team
6. If using private vehicles, list approved driver(s): Cdr Clark, OS' LEE, Parents
7. Educational Value of Field Trip: Team orienteering training
8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
9. Number of Students*: 10 Number of Chaperones*: 1
10. Cost Per Student: \$0 Budget Code or Source to be charged: ROTC 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: Sep 8, 2023 6:00 AM Returning Time*: Sep 10, 2023 11:00 pm

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

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

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date
Principal	Date
Assistant Superintendent	Date
Superintendent	Date

12

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT C

FIELD TRIP REQUEST

1. School Requesting: Middleburg High School ROTC ✓
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier Other _____
 If Commercial Carrier or Other, please state type: Charter bus
3. Trip(s) Overnight: Yes No Trip(s) Out-of-State: Yes No
4. Dates of Field Trip*: NOV 3-4, 2023 Destination*: South Effingham, Georgia
5. Group Taking Trip: Middleburg High School NJROTC Drill Team
6. If using private vehicles, list approved driver(s): N/A
7. Educational Value of Field Trip: Team competition
8. Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
9. Number of Students*: 30 Number of Chaperones*: 2
10. Cost Per Student: \$0 Budget Code or Source to be charged: 3167
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: NOV 3 10:00 am Returning Time*: NOV 4 11:30 pm

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

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

Bus Requisition Number(s): _____

Teacher, Team Leader, Department Head, Etc.

Date

Principal

Date

Assistant Superintendent

Date

Superintendent

Date

13

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF
FIELD TRIP REQUEST

1. School Requesting: Middleburg High School NJROTC ✓
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other ✓
 If Commercial Carrier or Other, please state type: Rental
3. Trip(s) Overnight: Yes ✓ No _____ Trip(s) Out-of-State: Yes ✓ No _____
4. Dates of Field Trip*: Dec 8-9, 2023 Destination*: Appling, GA
5. Group Taking Trip: Middleburg High School ROTC orienteering team
6. If using private vehicles, list approved driver(s): Cdr Clark, petty officer Lee
7. Educational Value of Field Trip: orienteering comp
8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____
9. Number of Students*: 10 Number of Chaperones*: 2
10. Cost Per Student: \$0 Budget Code or Source to be charged: Rotc 3167
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 6:00 AM Dec 8, 2023 Returning Time*: 11:00 PM Dec 9, 2023

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

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

Bus Requisition Number(s): _____

 NJROTC
 Teacher, Team Leader, Department Head, Etc.

 Principal

 Assistant Superintendent

 Superintendent

 7/31/23
 Date

 8/31/23
 Date

 8/3/23
 Date

 8/9/23
 Date

14

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

September 7, 2023

SCHOOL DISTRICT O

FIELD TRIP REQU.

1. School Requesting: MIDDLEBURG H.S. NSROTC
2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier Other _____
If Commercial Carrier or Other, please state type: CHARTER BUS
3. Trip(s) Overnight: Yes No _____ Trip(s) Out-of-State: Yes No _____
4. Dates of Field Trip*: MAR 1-2, 2024 Destination*: COFFEE COUNTY, GA
5. Group Taking Trip: MIDDLEBURG H.S. NSROTC DRILL TEAM
6. If using private vehicles, list approved driver(s): N/A
7. Educational Value of Field Trip: TEAM ACTIVITY / COMPETITION
8. Supporting Florida Standards Benchmark(s) with Narrative(s): NA
9. Number of Students*: 30 Number of Chaperones*: 2
10. Cost Per Student: 0 Budget Code or Source to be charged: ROTC 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: MAR 1, 2024 10:00 AM Returning Time*: MAR 2, 2024 11:30 PM

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

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

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.

Principal

Assistant Superintendent

Superintendent

Date

Date

Date

Date

15

**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT 0
FIELD TRIP REQU

1. School Requesting: Middleburg HS
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier Other _____
 If Commercial Carrier or Other, please state type: Charter Bus
3. Trip(s) Overnight: Yes No _____ Trip(s) Out-of-State: Yes _____ No
4. Dates of Field Trip*: 11/10/23 - 11/12/23 Destination*: St. Petersburg, FL
5. Group Taking Trip: MHS Marching Band
6. If using private vehicles, list approved driver(s): _____
7. Educational Value of Field Trip: Florida Marching Band State Championships
8. Supporting Florida Standards Benchmark(s) with Narrative(s):
MV.68.0.3.2 - Perform the expressive elements of a musical work
MV.68.5.2.1 - Perform music from memory to demonstrate knowledge of musical structure
9. Number of Students*: 44 Number of Chaperones*: 5
10. Cost Per Student: _____ Budget Code or Source to be charged: Band 2100
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 11/10 @ 3pm Returning Time*: 11/12 @ 12pm

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

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

Bus Requisition Number(s): _____

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

8/7/2023
 Date
8/8/23
 Date
8/14/23
 Date
8/15/23
 Date

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**ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023**

SCHOOL DISTRICT OF
FIELD TRIP REQUI

1. School Requesting: MHS
2. Transportation (Check One):
 School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other X
 If Commercial Carrier or Other, please state type: County Rental van
3. Trip(s) Overnight: Yes X No _____ Trip(s) Out-of-State: Yes _____ No X
4. Dates of Field Trip*: 12/9/23 - 12/10/23 Destination*: Haines City FL Leadership Training Center
5. Group Taking Trip: FFA officers / members
6. If using private vehicles, list approved driver(s): _____
7. Educational Value of Field Trip: Officers / Members will attend High School Leadership Conference. Allows them to train as a team / individual for a successful year.
8. Supporting Florida Standards Benchmark(s) with Narrative(s): 8.01 identify opportunities for leadership development through organization
8.04 model leadership characteristics
9. Number of Students*: 12 Number of Chaperones*: 2
10. Cost Per Student: \$180.00 Budget Code or Source to be charged: _____
 (Example: Internal Accounts, 5100.0331, Athletic Departments)
11. Departure Time*: 7:00 AM Returning Time*: 7:00 pm

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

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

Bus Requisition Number(s): _____

Meggie Hendricks
 Teacher, Team Leader, Department Head, Etc.

 Principal
[Signature]

 Assistant Superintendent
[Signature]

 Superintendent

8/7/23
 Date
8/8/23
 Date
8/14/23
 Date
8/15/23
 Date

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8-1-23

SCHOOL DISTRICT OF C
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
Received too late for August 3, 2023
Board Meeting
Received for information: Sept 7, 2023

- School Requesting: RHS
- Transportation (Check One):
School Bus(s) Private Vehicle(s) Commercial Carrier _____ Other _____
If Commercial Carrier or Other, please state type: _____
- Trip(s) Overnight: Yes No Sept 8-10 Trip(s) Out-of-State: Yes _____ No App.
- Dates of Field Trip*: 8-10 September Destination*: Camp Blanding
- Group Taking Trip: NJROTC Orienteering Team Cadets
- If using private vehicles, list approved driver(s): _____
- Educational Value of Field Trip: Will learn how to orienteer
Bus Bus Schedule Saturday 0730 → 1700 6p.
Pick-up at Bldg 4875 Camp Blanding Sunday 0730 → 1600 4p.
To Ridgeview
HS.
- Supporting Florida Standards Benchmark(s) with Narrative(s):
W/
- Number of Students*: 20 Number of Chaperones*: 5
- Cost Per Student: \$90. Budget Code or Source to be charged: 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)
- Departure Time*: 2:30 10:15 Returning Time*: 5pm

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

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

Bus Requisition Number(s): For Bus Driver p/s call me at 772-673-3290

L. CDR Peterson Yun 8/2/2023
Teacher, Team Leader, Department Head, Etc. Date

Debra 8/2/23
Principal Date

Stecher 8/7/23
Assistant Superintendent Date

Paul 8/11/23
Superintendent Date

5



Navy Junior ROTC Unit

Ridgeview High School
466 Madison Avenue
Orange Park, FL 32065
(904) 336-8975 front office
(772) 643-3290 cellphone



JULY 31, 2023

From: Senior Naval Science Instructor, Ridgeview High School
To: Area 12 Units

Subj: CAMP BLANDING ORIENTEERING TRAINING
LETTER OF INSTRUCTION (LOI)

Encl: (1) NJROTC Liability and Medical Release Form
(2) Camp Blanding Release
(3) Required Packing Checklist
(4) Directions to the Barrack and the 1630 to 1730 Check-in
(5) Directions to Classroom and Dining Hall. (Come directly here if you are late.)

1. Ridgeview High School will host the Orienteering USA's Zero to Orange Course at Camp Blanding from 8-10 SEP. This is an outstanding beginner's course for cadets wanting to learn to orienteer. The lead instructor is COL Chuck Ferguson, USAF (Ret.), former president of the Orienteering USA. He will be assisted by instructors from the Florida and Georgia Orienteering Clubs and other experts from across the country.

2. The cost will be \$110 per cadet, covering meals, lodging, and orienteering instructor fees. Make school check out to **Ridgeview High School**. School checks and paperwork **MUST ARRIVE NLT 2 SEP**. **Personal checks cannot be accepted. All instructors and adults must also complete a Camp Blanding Joint Training Center Release, Enclosure 2, by 2 SEP to ensure everyone is cleared by security.**

3. An instructor (or trusted chaperone) must accompany their cadets to assist with the training and provide transportation to and from the barracks, dining hall, and field. Each school may bring one or two cadres who are **solid green course runners**. Cadre will assist with timing, handing out maps, leading terrain walks, debriefing each cadets as they finish their runs, etc. **They will work on a one-to-one basis with the trainees.** The cost for a cadre is \$70. Instructors and chaperones are free.

4. There will be no free time for cadets. Electronic controls will be used. Academic instruction will take place Friday and Saturday evenings. On Saturday morning, the cadets will complete a terrain walk, guided by cadres, to ensure that each cadet fully understands how to use a map and compass. In the afternoon, the cadets will run a very challenging yellow course. An orange course competition will be held on Sunday morning. Medals will be awarded to all cadets who successfully complete the orange course. First, second, and third-place trophies will be awarded to the top three male and female runners. An official serialized Orienteering USA Zero to Orange Course Certificate will be awarded to all cadets who complete the orange course in two hours or less.

5. Billeting will be in open bay barracks. Meals and instruction in the dining hall. Check-in is between 1630 and 1730 on Friday at Barracks Building #2026 on Starke Rd. Be sure to eat before you arrive or bring something with you to eat. **Supper will not be served on Friday. Training will begin at 1800 sharp** on Friday and should end by 1400 on Sunday.

6. The course cost will **not** cover the textbook, which is *Discovering Orienteering* by Charles Ferguson and Robert Turbyfill. It may be purchased on Amazon for \$46. Order early because Amazon sometimes runs out. You can also order from Human Kinetics or purchase an online PDF copy. Recommend you purchase a few copies and have your cadets share. **Cadets must-read chapters 3-6 before arrival. Please ensure cadets read the book prior to arrival.**

7. This course is designed to provide cadets with the experience to successfully complete an orange course and the knowledge required to eventually compete at the green course level. It is recommended that all trainees run a white school course before attending. COL Ferguson emphasizes that due to the very condensed instructional timeline for this training, instructors **must** prepare their cadets. Besides running a white school course (if you have one), **cadets MUST know their pace count for 100 meters (a football field plus one end zone) by starting on the left foot and counting each time the right foot strikes the ground. (Instructors should write down these pace counts because you know your cadets will forget.) Cadets must know their walking and jogging (not running) pace counts. In addition, all cadets should arrive with a compass in their possession (not back on the bus in a suitcase). Each compass must have a millimeter (mm) and centimeter (cm) scale. (NJROTC compasses are in inches, not millimeters, so you will have to tape the end of the compasses with white surgical tape and mark off the millimeters and centimeters.) Orienteering thumb compasses are great.**

We are sharing the training area with a National Guard Unit. This requires instructors to be prepositioned in certain parts of the training area on Saturday and Sunday to ensure students avoid getting too close to the soldiers who are generously allowing us into the area they also reserved.

Cadets should bring a camelback or a small backpack to carry two water bottles. It will be very hot, and no cadet can run without water.

8. **Email me NLT 19 AUG the number of trainees you want to bring.** To ensure the high quality of the training, the colonel has asked to limit the class size to 80. If the total number of quota requests exceeds 80, we must ration. In general, each school will be limited to about eight cadets.

Very Respectfully,



LCDR Bob Peterson, USN (Ret.)
772-643-3290 cell

NJROTC Liability and Medical Release Form

Date _____

I/We the parent(s) or guardian(s) of _____ do expressly agree and

Name of Cadet

covenant that I/We will never sue or bring any legal action or proceeding against Ridgeview High School, the School District of Clay County and Camp Blanding; the Naval Science Instructors thereof; Staff personnel thereof; the United States Navy; the United States Government, NavEd LLC, Florida Orienteering Club/Orienteering USA, or any person or organization connected therewith, for or on account of any injury or damage my/our child may sustain while using the facilities of Camp Blanding for Orienteering Training from September 9 to 11 and that this document may be pleaded as a complete defense to any action or other proceeding which may be brought by me/us, my/our heirs, or my/our legal representatives against any and all of the above names, persons, and organization, with whom I/ We so covenant.

I/We hereby authorize personnel of the Department of Defense, Armed Forces, or civilian physicians to render such medical and dental care as may be necessary and medically indicated in the case of my/our son/daughter during his/her period of training, as is deemed necessary by a qualified practitioner.

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in any way in NavEd LLC's, the Florida Orienteering Club's and Orienteering USA's Zero to Orange in Three Days Course, I and/or my minor child, our personal representatives, assigns, heirs, and next of kin:

1. I acknowledge that I understand that there are risks associated with orienteering activities and that my child is in good health and if at any time her or she believes conditions to be unsafe, her or she will immediately discontinue further participation in the activity. The risks may cause minor injuries, serious injuries or in extreme circumstances even death. **I also certify that my child does not have asthma.**
2. I understand that the risks associated with orienteering may be caused by me through my son or daughter's actions, or inaction, or the actions or inaction of others participating in the activity and that there may be other risks either not known to me or not readily foreseeable. I fully accept all such risks and responsibility for losses, costs and damages, her or she incurs as a result of participation in the Activity.
3. I hereby accept and assume all such risks, and assume all responsibility for the losses, costs and/or damages following such injury, or death, even if caused in whole or in part, by the negligence of any and all of those involved with the running of the event and hold them harmless.
4. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely without the inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Father / Guardian

Date

Mother / Guardian

Date

Witness for Father's Signature

Date

Witness for Mother's Signature

Date

Note: Notary is not required.

Parent's Name _____

Parent's Home Phone _____

Parent's Work Phone _____

Parent's Cell Phone _____

Emergency Contact _____

Emergency Phone _____

NJROTC Instructor _____

Instructor's Cell Phone _____

School _____

Cadet's Cell Phone _____

Cadets must bring a cell phone and download two free apps before they arrive:

1. Go to: www.livelox.com and signup for an account. Then download the app. Then link your account to your app. Here is a tutorial: <https://www.youtube.com/watch?v=urpc6pzE0f8>
2. Download the whatthreewords app
So if you get lost, you can find your way back.

LIST ANY CIVILIAN DRIVERS WITHOUT MILITARY ID CARDS WHO WILL NEED ACCESS TO THE POST:

Last, First
Print Name of Driver

SCHOOL DISTRICT OF CLAY
FIELD TRIP REQUEST

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL

September 7, 2023

- School Requesting: Ridgeview High School
- Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other
If Commercial Carrier or Other, please state type: _____
- Trip(s) Overnight: Yes _____ No Trip(s) Out-of-State: Yes No _____
- Dates of Field Trip*: 30 September Destination*: Big the Island State Park
Brunswick, GA
- Group Taking Trip: NJROTC Orienteering Team
Sept board
- If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____
- Educational Value of Field Trip: This is an Orienteering Meet
- Supporting Florida Standards Benchmark(s) with Narrative(s): N/A
- Number of Students*: 15 Number of Chaperones*: 3
- Cost Per Student: Free Budget Code or Source to be charged: 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)
- Departure Time*: 8:00 AM Returning Time*: 5 PM

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

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

Bus Requisition Number(s): N/A

LCDR Peterson [Signature] Date 8/2/2023
Teacher, Team Leader, Department Head, Etc. Date 8/2/23

Principal [Signature] Date 8/7/23

Assistant Superintendent [Signature] Date 8/10/23

Superintendent [Signature] Date _____

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Brunswick High School NJROTC
3885 Altama Avenue
Brunswick, GA 31520
PH: (912) 267-4200 EXT 6159
mjatindranath@glynn.k12.ga.us



23 June 2023

From: Brunswick High School NJROTC
To: NJROTC Area Twelve

Subj: **BRUNSWICK "PIRATE CLASSIC" NJROTC ORIENTEERING MEET
LETTER OF INSTRUCTION (LOI)**

- Encl: (1) Orienteering USA Interscholastic Scoring Guidelines
(2) Pre-mishap Plan
(3) Operational Risk Management Analysis
(4) Starting Blocks & Sequence
(5) Registration Form
(6) Indemnity Form

1. **GENERAL.** Procedures for the 2023 Pirate Classic Orienteering Meet are contained herein. The LOI sets forth rules and regulations governing the conduct of participating schools, officials and cadets. It also establishes guidelines for entry, general operations and regulations for safe conduct of the meet. This JROTC Orienteering Meet is hosted by Brunswick H. S. NJROTC in cooperation with the Georgia Orienteering Club. The host school will participate, as GAOC will be setting the courses. This event will be held on Saturday, 30 Sept 2023 at Blythe Island Regional Park, 6616 Blythe Island Hwy, Brunswick, GA 31523. For additional park information, visit <https://www.glynncounty.org/176/Blythe-Island-Regional-Park>. Instructors Safety Brief at 0730. First runner starts at 0830.

2. **ELIGIBILITY.** This event serves NJROTC Area TWELVE, however, other (N)JROTC teams from other areas may enter if space allows. Entry may be limited to male competitors, by course; YELLOW – 115, ORANGE – 100, and GREEN – 60. There is no limit for female competitors. Schools may register one team, as well as a standby team/runners. If space for additional runners/teams remains after the initial registration deadline, alternate runners/teams on the standby list will be added to the meet.

3. RESPONSIBILITIES.

A. **HOST UNIT.** The host NJROTC unit has shared responsibility for the successful conduct of the orienteering meet. Responsibilities include promulgating this directive, as well as specific administrative and logistic information, start and finish areas, results area setup, medical assistance area, water stops, judges/scorers, and awards.

B. **INDEMNITY FORMS – DUE 18 Sept 2023.** Participating units are responsible to have each competitor complete and return an Indemnity Form (Encl 5) to their respective

instructor. SNSI/NSI will scan and upload completed Indemnity Forms to the Area-12 Folder provided via email by LCDR Hojnowski IAW A-12 Orienteering Championship Standing LOI.

Cadets should complete indemnity forms and return to their SNSI/NSI. Instructors will verify accuracy and completeness of forms. Forms and names must then be uploaded as follows:

a. Enter runner names and events cleared to participate in HERE!

b. Scan and upload completed forms to your school folder HERE!

4. **REGISTRATION.** Select the link below for team registration and to enter runner info.

https://docs.google.com/spreadsheets/d/1tUTMhfqj8J_x9cNV_Ny-YSNDRNeh5FUq61w9M93exYA/edit#gid=0.

5. **AREA TWELVE CHAMPIONSHIP QUALIFICATION.** Specific qualification requirements are located in the Area-12 Orienteering Championship LOI.

A. **QUALIFICATION.** The top 10 Area-12 finishers will qualify for the Area-12 Championship on Mistletoe State Park, 3725 Mistletoe Rd, Appling, GA 30802, USA. There are no previous qualifiers in orienteering; top 10 schools only will qualify.

B. **DUAL QUALIFICATION.** A unit may qualify two teams for the A-12 Championship. If a school has two separate teams finish in the top 10 in the same event (one of the two teams must have a Varsity (Green/Brown) team entered), both teams will qualify for the Championship.

6. OPERATIONS:

A. **STANDARDS OF CONDUCT.** The conduct of participants should be in keeping with the highest standards of the NJROTC program. Cadets WILL NOT be permitted to participate in the meet without the presence of an instructor from his/her unit, without prior approval from host unit. Advisors, parents, and friends are welcome as observers but must not interfere in any way with the conduct of the meet. Instructors are responsible for the adequate supervision of their cadets and parents, both on and off the course. Instructors are asked to ensure that the immediate vicinity around their bus or other vehicles is cleaned prior to departing the park.

B. **EVENT COSTS.** All costs will be tabulated on the Registration Page. Event Team Registration fee is due no later than the 18 Sept 2023 registration deadline.

- a. Team Registration: \$90.00 per team
- b. Maps: \$8.00 each
- c. E-Stick Rental (if needed): \$1.00 per stick
- d. Lunch: \$7.00 per cadet.
- e. Extra runners: \$6:00 per cadets

C. TEAM COMPOSITION. Teams will consist of a maximum of 15 runners, with no more than 5 runners on each course (Yellow, Orange, and Brown/Green). Teams desiring to field multiple teams should clearly identify their teams/members.

D. COURSES: Courses will include WHITE (Beginner only), YELLOW (Experienced Beginner), ORANGE (Intermediate), and GREEN (Advanced Male)/BROWN (Advanced Female). Course specifics are as follows. Cadets may only run one course at the meet.

*** (1) **WHITE (Beginner only).** This course replaced the NC and requires basic orienteering skills. Cadets competing in this course are not part of the competitive team (Orange, and Green/Brown). This course competes for medals only. Top 5 males and top 3 females. Trophies are not awarded and this doesn't count for the overall scoring. ***

(2) **YELLOW (Experienced Beginner).** Cadets competing in this course are not part of the competitive team (Orange, and Green/Brown). Course length is typically 2-4 KM with expected winning time of 40 minutes or less. The Yellow course requires basic orienteering skills with successful experience on at least two beginner level (White) orienteering courses. Some off trail navigation may be required and good compass skills are important. This course competes for medals and trophies. Top 5 males and top 3 females. Does not count for the overall scoring. Absolute time limit is 120 minutes.

(3) **ORANGE (Intermediate).** Course length is typically 3-5 KM with an expected winning time of 50 minutes or less. Orange level courses require open forest navigation skills with knowledge of collecting and catching features for most controls. Orange runners should have successfully completed a minimum of two Yellow courses in either practice or competition. Absolute time limit is 180 minutes.

(4) **BROWN/GREEN (Advanced).** Course length is typically 4-7 KM with an expected winning time of 60 minutes or less. Green level courses require open forest navigation with collecting and catching features for all controls. Controls are well-spaced and good compass skills and map knowledge is required. Participants should have successfully navigated a minimum of two Orange level courses and be in top physical condition before attempting. Absolute time limit is 180 minutes.

* Instructors must ensure that all competitors have the skills necessary to complete their respective course. A cadet should not run a course above their experience level (or with no experience whatsoever), with "hopes" of finishing. This results in discouraged cadets who are unable to finish and often lead to search parties to find lost cadets.

DO NOT REGISTER A CADET FOR A COURSE WHO DOES NOT MEET THE ABOVE CRITERIA!

*** *All participants are REQUIRED to check in at the finish to download, even if they are overtime or have not completed their course.* ***

E. AWARDS. Medals will be presented to the top five male individual runners and top three female runners on each course. 1st – 5th place team trophies will be awarded for each course except White. 1st – 5th place trophies will be awarded for overall (Orange, Green/Brown) team results.

(1) **POINTS.** The overall meet champion and final team positions will be determined by total points accumulated on the Orange, and Green/Brown courses, as outlined in the matrix below.

COURSE	POINTS
WHITE COURSE	No points toward overall team awarded.
YELLOW COURSE:	No points toward overall team awarded.
ORANGE COURSE:	1 st (200), 2 nd (180), 3 rd (160), 4 th (140), 5 th (120), 6 th (100), 7 th (80), 8 th (60), 9 th (40), 10 th (20)
GREEN/BROWN COURSE:	1 st (300), 2 nd (270), 3 rd (240), 4 th (210), 5 th (180), 6 th (150), 7 th (120), 8 th (90), 9 th (60), 10 th (30)

(2) **TROPHIES AND MEDALS:**

COURSE	TROPHIES & MEDALS
WHITE COURSE	1 st – 5 th place ind. medals male, 1 st – 3 rd ind. female. No team trophies
YELLOW COURSE:	1 st – 5 th place ind. medals male, 1 st – 3 rd ind. female and 1 st – 5 th place team trophies
ORANGE COURSE:	1 st – 5 th place ind. medals male, 1 st – 3 rd female and 1 st – 5 th place team trophies
BROWN/GREEN COURSE:	1 st – 5 th place ind. medals male, 1 st – 3 rd female and 1 st – 5 th place team trophies
OVERALL	1 st – 5 th place trophies*

** If less than 10 teams are entered in the meet, trophies will be awarded for 1st through 3rd place only.*

(3) **TIEBREAKER.** In the event of a tie, ties will be broken as follows:

(a) **INDIVIDUAL COURSE TROPHIES.** Ties will be broken based on the team with the fastest (highest finishing) male or female runner on that course IAW OUS points system.

(b) **OVERALL TROPHIES.** Team with the highest overall finish on the Brown/Green Course. If a tie remains, the team with the highest finish on Orange.

7. SEQUENCE OF EVENTS.

A. REGISTRATION. Instructors/Team Captains ONLY will check in upon arrival. Remaining payments (if any) will be made at this time. Each team will receive team packets containing meet notes, runner bibs, rental finger sticks, start times, food tickets, directions to

closest medical facilities, etc. All runner changes will be made at this time and coordinated through FWMS representatives.

B. EQUIPMENT. Competitors must have their assigned compasses (Orienteering base plate type is recommended), wristwatches, safety whistles, camelbaks with water, e-sticks and shoes/clothing suitable for terrain and weather conditions. Additionally, prior to arriving at the start, runners should have their bibs visibly fastened to their chest and their assigned e-stick in-hand. All runners will be asked to verify all above items prior to the start and no runner will be allowed on the course without each of these items in their possession.

C. STARTING. A two (2) minute start sequence will be utilized (4 min for Brown/Green) when practicable. A three-stage start will be utilized with runners arriving at the start (stage-1) at least 15 minutes prior to their assigned start time. At stage 1, cadets will check-in and clear and check e-sticks. When signaled, runners will proceed to stage 2 and wait for instructions to proceed to stage 3. Upon arriving at stage three (actual start location), cadets will receive their pre-printed map with courses already drawn and course description on map. At this time, cadets will write their name, school, and bib number on the back of their map. Cadets must verify they have the appropriate (color) map: this is their responsibility.

Competitors must have all required equipment at the start (Stage 1) and must be wearing their bibs on their chest and visible to meet officials.

D. RUNNING THE COURSES. All controls must be visited in the order shown on the respective map. Each control will be identified by an alpha or numerical code. Upon locating a control and correctly identifying it, competitors should place their e-stick in the control unit to electronically register it on their finger-stick, waiting for the flash/beep (two beeps) to confirm data entry. A missed point (punch) will result in disqualification. Extra points will not disqualify a runner, as long as they visit all points listed on their course/map in the proper order.

E. COMPLETING A COURSE. Competitors will enter the finish chute and properly punch the finish control box. Runners will turn in course maps to the finish crew (maps will be returned to schools after the last runner has started) and immediately report to the download station where they will have their e-sticks read into the computer. After download, all rental e-sticks will be returned to GAOC. A lost e-stick will result in a \$45.00 per stick charge to the respective school. Instructors should be sure all rental finger-sticks are properly returned before leaving the meet.

F. RESULTS. "Unofficial" results will be posted in a visible area when practicable. Official results will be tabulated by the results crew and staff.

8. DISQUALIFICATIONS.

- A. Over the allotted time.
- B. Missing a control point.

C. Lost e-stick equals disqualification on all courses and \$45.00 replacement fee.

D. Unauthorized use of safety whistle. **Use for emergencies only: Being lost is not an emergency!**

E. Completing a course other than that assigned on the official start list.

F. A runner and/or team may also be subject to *disqualification* for any of the following:

- (1) Receiving assistance from others in locating controls.
- (2) Participating in more than one course.
- (3) Conduct prejudicial to good order and discipline.
- (4) Possession of drugs, alcohol, tobacco products or a weapon (included knives).
- (5) Entering the scoring and judging areas without permission.
- (6) Use of any electronic navigation or communication devices.
- (7) Moving or tampering with any controls.
- (8) Loud or boisterous behavior on the course.
- (9) Harassing Park wildlife.
- (10) Littering or damaging park property.
- (11) Unauthorized transfer of bib number and/or finger-stick.

9. **PROTESTS.** Protests shall be made to the host meet director by the unit's senior instructor present within one (1) hour of the close of the meet. The meet director will appoint a jury to examine the alleged discrepancy with the scorer and other officials before rendering a final decision.

10. **SAFETY.** Safety is paramount! Instructors and competitors must be aware of the hazards involved in orienteering and be especially careful to negotiate difficult terrain within their skill level and ability. Competitors should drink plenty of water before starting and carry water while on the course via a camelbak water carrying device. Should competitors become hopelessly disoriented during the event or are overtime; they should proceed to the nearest road and walk to the finish. All competitors must check in at the finish and download station, whether they have completed the course or not. Coaches, please make sure cadets know their safety bearing prior to beginning their course and how to read it on their compass. Additionally, runners should take the following precautions:

A. Avoid all park wildlife. Do not approach or attempt to touch, feed or disturb any wildlife inhabitants of the park.

B. Do not attempt to transit major waterways (streams or lake inlets) that are not easily crossed by foot. In the event of significant rains, currents can be swift and dangerous. Use a bridge where available. Swimming is not an option!

C. While running through the forest, be especially alert for rocks, barbed wire fences, stumps, stump holes covered by leaves. Should you become seriously injured and/or unable to return to Meet HQ summon help with your whistle. *Three whistle blasts* is the universal signal for help. This is the only time the whistle should be used on the course.

D. Participants must check in at the download station even if incomplete or quitting the course to avoid initiation of a search.

E. Note Park boundaries on map. Do not leave Park boundaries or traverse through any out-of-Bound areas under any circumstances except in an emergency.

F. Should you become lost or disoriented, proceed to the nearest paved road in the park and return to the finish area and report to the download station via the most direct route. If unable to determine your whereabouts, remain on the road for pick-up by an official.

G. Instructors must ensure cadets are dressed for the terrain, climate, and weather conditions. Sneakers or light weight boots are always appropriate with ponchos/raingear for inclement weather conditions. Cadets should have a warm or dry change of clothes available following finish.

11. **FIRST AID.** A first aid kit will be provided for the meet. A *Pre-mishap plan* provided by the host unit, will identify nearest medical facilities and directions. **It is suggested that each school provides their own first aid kit, as well.**

12. **INCLEMENT WEATHER.** Orienteering for the most part, is a rain or shine activity. The meet will be cancelled or postponed for severe and/or dangerous weather conditions only. If warranted, units will be notified prior to beginning travel should the decision be made to cancel the meet. If in doubt, call host unit prior to departure.

13. **PARKING.** Parking is available on site at no charge.

14. **PERSONAL PROPERTY:** No area is available to store personal gear or clothing. Security of each school's personal gear is their own responsibility.

15. **REST ROOMS:** The rest rooms are available throughout the park in the common areas. No person is allowed to venture into the campground area for any reason. This includes during the running of the courses. We are guests of the park service and we must respect their guest's privacy.

15. **POLICE YOUR AREAS!** If you set up "camp" somewhere, please police your areas in the vicinity of your "camp" or bus and ensure you leave behind no trash. The Park management is gracious enough to let us use their facilities and should not have to clean-up after us. Instructors, thank you for your attention in this matter.

16. **LODGING:** Lodging is available within 15 minutes of the park.

We look forward to a very competitive meet, enjoying the great outdoors and having an outstanding time. If you have any questions please call or contact me via email.

SCPO M. Jatindranath (Jato)
Office: 912-267-4200 X6159
Cell: 904-718-2209
Email: mjatindranath@glynn.k12.ga.us

SCHOOL DISTRICT OF CLAY (FIELD TRIP REQUE

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
September 7, 2023

1. School Requesting: PHJ

2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) Commercial Carrier _____ Other _____
If Commercial Carrier or Other, please state type: _____

3. Trip(s) Overnight: Yes _____ No Trip(s) Out-of-State: Yes No _____ Cairo MS.

4. Dates of Field Trip*: Sat Sept 16th Destination*: Cairo, GA

5. Group Taking Trip: NTRAC Cadets

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. _____

7. Educational Value of Field Trip: NTRAC Triathlon

8. Supporting Florida Standards Benchmark(s) with Narrative(s):
N/A competition

9. Number of Students*: 10 Number of Chaperones*: 1

10. Cost Per Student: Free Budget Code or Source to be charged: 3167
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 0500 Returning Time*: 1800

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

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

Bus Requisition Number(s): N/A

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

Principal [Signature]

Assistant Superintendent [Signature]

Superintendent _____

Date 8/14/2023

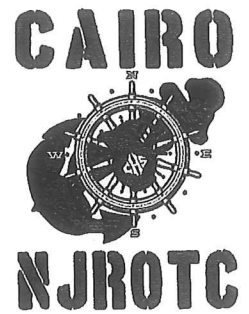
Date 8/14/23

Date 8/16/23

Date 8/16/23



NAVY JUNIOR RESERVE OFFICER TRAINING CORPS
CHARLIE COMPANY
CAIRO HIGH SCHOOL
CAIRO, GA 39828



21 June 2023

From: Senior Naval Science Instructor, NJROTC Cairo High School
To: NJROTC Units

Subj: Tenth Annual Cairo Triathlon Challenge

Ref: (a) National Standard Three-Position Air Rifle Rules (2022-2024)
(b) Navy Nationals SOP (www.thenationals.net)

Encl: (1) Agreement of Indemnity
(2) Pre-mishap plan
(3) ORM Risk Management Plan
(4) Entry Form
(5) Directions to Cairo High School
(6) Matrix / Schedule of Events

1. **What:** Triathlon Challenge
2. **Where:** Cairo High School, 455 5th Street, Cairo, GA. 39828
3. **When:** Saturday, September 16, 2023
4. **Who:** 12 Six Cadet Teams may enter (Team of 3 Males & 3 Females) *Just 1 Team*
5. **Cost:** \$200 per team includes trophies, medals, and lunch for six cadets and two adults.
6. **How:** Forwarding the attached entry form and check for each team (Maximum of two teams per school) to Cairo High School NJROTC.

7. The Cairo High School NJROTC has put together a competition format that combines air rifle, brain brawl and athletics into a challenging test of physical fitness, academics and sporter rifle skill into one competitive meet. The meet will follow the guidelines and/or rules of each of the disciplines, giving the cadets not only a measure of how they will compete at field meets, STS meets and brain brawls later in the year, but also test the cadets' overall skills in a one day competition. All six team members will compete in all three athletic events and at least one of the other two events (i.e. if they don't compete in the brain brawl, they must compete in the STS or vice versa). Concurrently, we will host the year's second Area Twelve sanctioned Drone Meet. The drone meet will be scored separately from the Triathlon and will be governed by its own Letter of Instruction.

8. Brain Brawl Portion

A. **Team Numbers:** An NJROTC Instructor must accompany each unit's team. Each unit's team will consist of a maximum of six cadets, with four cadets being primary, and two cadets designated an alternate. One of the alternate cadets will be allowed, but not required, to substitute

September 7, 2023 - Regular Board Meeting

Title

C8 - 2023-2024 Dual Enrollment Articulation Agreement between CCSD and St. Johns County School Board on behalf of First Coast Technical College

Description

In a continuing effort to provide opportunities for secondary school students to transition into First Coast Technical College post-secondary programs, First Coast Technical College will award college credit to eligible students. This agreement will assist students in earning a degree at an accelerated pace.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

The goal is to increase the number of students who attend post-secondary schools by offering courses which can be articulated into credits at First Coast Technical College.

Strategic Plan Goal

Goal 1 - Engage all students to attain the necessary skills and knowledge to be future-ready graduates.
Strategy 3:1 - Strengthen career pathway opportunities and coordinate Choice Programs to ensure all students identify, understand, and prepare for careers aligned to their interests.

Recommendation

Approve the Dual Enrollment Articulation Agreement between CCSD and First Coast Technical College.

Contact

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

Financial Impact

\$5000 (paid with grant funds - 443-5100730-9002-0000-4816-000-2)

Review Comments

Attachments

- ☉ [FCTC-CCSD AA.pdf](#)
- ☉ [Contract Review 2023-24 Dual Enrollment Agreement Between CCSD and First Coast Technical College.pdf](#)

**2023-2024 Dual Enrollment Articulation Agreement
Between School Board of
CLAY COUNTY SCHOOL DISTRICT
AND ST. JOHNS COUNTY SCHOOL BOARD
ON BEHALF OF FIRST COAST TECHNICAL COLLEGE**

Section (s.) 1007.271(7), Florida Statutes (F.S.), specifies the development of the Dual Enrollment Articulation Agreements between each career center established under s. 1001.44 with each high school in any school district it serves. The School Board of Clay County, Florida, hereinafter referred to as the Clay County School Board, and St. Johns County School Board on behalf of First Coast Technical College, hereinafter called FCTC, desire to implement the above statute and have, therefore, established an articulation committee with representation from the Clay County School Board and First Coast Technical College. Each year, this articulation committee will review this agreement and the performance of parties hereunder in order to assure both parties that it continues to serve their mutual interest.

Committee members shall include:

- Appointed Clay County School Board Representative, School Board of Clay County, Florida, (Chair)
- Principal of FCTC
- Assistant Principal of FCTC
- FTE/State Reporting Administrator, FCTC
- Associate Superintendent, CCSD
- Director of Secondary Education Instructional Services, CCSD
- Appointed Clay County School Board Representative

The term of this agreement shall commence August 1, 2023, and end July 31, 2024. Either party may cancel this agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This agreement may be amended only by written communication signed by the Superintendent of the School Board of Clay County, Florida, and Principal of First Coast Technical College.

First Coast Technical College provides students with the opportunity to take technical classes or electives while taking required academic courses at their home high school. Students typically earn 1 to 3 credits per year by enrolling in a technical program that last at least two, consecutive periods. Students who have completed credits in comparable technical courses at their high schools may receive credit for those competencies enabling them to begin their technical program at an advanced level. Students receive industry level training in a work environment lab. Additionally, students have the opportunity to earn Industry Certification and/or Licensures. Dual enrollment students are exempt from paying tuition. Some programs will require uniforms or safety equipment to be purchased.

The Clay County School Board and FCTC agree as follows:

1. Parent and student notification process about student participation in the Dual Enrollment program:

The Clay County School Board and FCTC will work collaboratively to notify eligible students and their parents of Dual Enrollment acceleration mechanisms. The Clay County School Board shall inform all eligible secondary students and their parents of Dual Enrollment as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in each high school's curriculum

guide, programs of study, student progression plan, and/or course catalog. FCTC shall work with each high school to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to FCTC from parents and students with school counseling staff, and will communicate directly with parents and students about Dual Enrollment options as appropriate. Additionally, FCTC will host monthly Program Information Sessions (except August and January) for potential students and Dual Enrollment students and parents.

2. **Process for students and their parents to elect to participate in the Dual Enrollment program:**

For participation, students complete and return the Dual Enrollment Application 2023 and Dual Enrollment Student Agreement to the FCTC Dual Enrollment Advisor. These documents are also available with the School Counselor. Application deadlines are Summer/Fall 2023-24: March 15th, 2023, and Spring 2023-24: October 27th, 2023. Students applying for dual enrollment Medical or Dental Assisting, must complete the additional Health Careers Dual Enrollment Application. Applications received after the deadline will be considered on an individual basis subject to availability. Completion of this application DOES NOT guarantee admission to FCTC. Students will be contacted via email to schedule an assessment which is required for all programs unless otherwise notified. Acceptance or denial will be emailed. If a requested program has insufficient enrollment, FCTC reserves the right to cancel the class.

Requirements for Dual Enrollment

Include an unweighted 2.0 GPA, on track for graduation, good attendance, and discipline record, and schedule availability for required periods. Students can enroll in as early as the 9th grade. Typically, students begin enrollment in the 10th grade.

Communication

Once students become a dual enrollment student, they become a college student. All correspondence will be with the student or high school guidance counselor/school related official.

Student Records

FCTC and CCSD agree to share student data consistent with the restrictions imposed by state and federal laws and statutes. The purpose of this sharing will be to inform students of educational opportunities, monitor academic achievement and college readiness, measure program effectiveness and facilitate on-going research. Each organization agrees to treat such shared student information as confidential and agrees not to release personally identifiable information to third parties, except as permitted by law. FERPA The Family Educational Rights & Privacy Act (FERPA) gives registered students the right to inspect and review their educational records. "Educational records" are files, documents & other material regularly maintained by FCTC. FERPA also rules that the College cannot permit access to, or release of, educational records or personally identifiable information contained therein, without the consent of the student. (There are exceptions, such as directory information or information disclosed for legitimate educational purposes.) Authorization Students must provide written consent to the FCTC Student Advisor Office to release information to any third parties, even to a student's parent or guardian. "Information" includes, but is not limited to:

- Academic records – grades, class schedule, progress reports, attendance, etc.
- Financial records – tuition assistance, scholarships, financial aid award, etc.
- Discipline/social records – formal/informal discipline, well-being, behavior, interactions, etc.

3. Programs and courses available to students eligible for Dual Enrollment

Air Conditioning, Refrigeration and Heating Technology, Landscape & Turf Management, Nursery Management, Automotive Service Technology, Culinary Arts and Hospitality, Diesel Technologies, Dental Assisting, Medical Assisting, and Welding Technologies. The Student Handbook is posted on the FCTC website, www.FCTC.edu

Upon completion of a CTE post-secondary Certificate Program students will be eligible for gainful employment.

Students will collaborate with Placement Specialist to support infield gainful employment.

4. Student eligibility requirements for participation in the dual enrollment program

Assessment

Pre-assessment(s) required include Comprehensive Adult Student Assessment Systems (CASAS) and The Test of Adult Basic Education (TABE Language). The CASAS and TABE Assessments are required for all programs unless a student has taken an approved common placement test and received minimum scores in Rule 6A-10.0315, F.A.C. Scores must be no more than two years old upon enrollment into the desired program and submitted officially with student application.

G.P.A. Requirements

Dual enrollment students are required to maintain an unweighted 2.0 G.P.A. Failure to do so may result in dismissal from their dual enrollment program.

Grades and Credits

Dual enrollment students will receive semester grades. Students typically earn 1-3 credits per school year. Credits are earned upon completion of the dual enrollment course. Course completion can range from one semester to a full school year depending on the dual enrollment course.

Attendance

Please visit <http://fctc.edu/students/handbook/> to review the student attendance policy. Students are required to attend until the "last day of school for students" identified by St. Johns County School District, unless otherwise approved. During high school exam week, students are required to attend their FCTC dual enrollment course if there is no conflict with their high school exam schedule.

Class Tardiness

Students are required to report to class on time. If a student is late, he/she will be marked tardy. Students with excessive tardiness will be referred to administration. Tardiness and absences will also impact grades.

Field trip and Home-School Activity

If a student will be absent from FCTC due to an approved activity at their home high school, the instructor must be notified in writing or electronically at least 3 days prior to the event.

Sick Days

If a student is absent from FCTC due to an illness, it is the student or parent responsibility to communicate to the instructor *prior to the absence via phone call or email*, and to provide FCTC and the home high school with an excused note from a parent/guardian or doctor.

Uniforms/Safety Equipment and Dress Code

Uniforms/safety equipment are required for all FCTC programs. Students must arrive in uniform. Failure to comply could result in disciplinary action, suspension, and possible withdrawal from the technical program. Uniform costs are the responsibility of the student.

Photo ID Badge

Dual enrollment students will be issued a photo ID, which must be worn for security reasons while on FCTC campus.

Discipline

A student must be respectful to faculty, staff, and students of FCTC. While in the program, a student must follow all guidelines set forth by the instructor. A student must comply with the FCTC and Clay County School District Code of Student Conduct. Serious violations may result in immediate dismissal from the program.

Registration

Students who will graduate from high school prior to completion of the postsecondary course may not register for courses through dual enrollment.

According to s. 1007.271, F.S., school districts may not deny dual enrollment participation to students who meet both statutory requirements and any additional eligibility requirements established in the Dual Enrollment Articulation Agreement.

5. High school credit earned for the completion of each career dual enrollment course and program

Students enrolled in Dual Enrollment courses shall earn both high school credit from the Clay County School Board and from FCTC if they meet the minimum requirements for satisfactory completion of such courses. FCTC provides students, with a 2.0 unweighted GPA or better, the opportunity to take technical classes as electives while obtaining required academic courses at their high school. Students typically earn 1 - 3 credits per year by enrolling in a 2 consecutive class period course. ** Please be advised some courses may require more periods.* * Those who have received credits in comparable technical courses at their high school may receive credit for those competencies to start their technical program at an advanced level. Students receive industry-level training in work- environment labs.

The Dual Enrollment Course-High School Subject Area Equivalency List mandates the minimum subject area credit awarded for specific courses taken through dual enrollment. This includes, for career courses, a conversion of clock hours to high school credits.

<https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf>

Weighting of Dual Enrollment

The Clay County School Board will weight Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated" (Section 1007.271, F.S.).

6. College credit articulation agreements associated with each clock hour program

Academic Year

FCTC offers educational programs in clock hours. For financial aid purposes, FCTC defines an academic year as 900 clock hours and 30 weeks of instructional time. This definition applies to all educational programs and exceeds the minimum requirement of 900 clock hours and 26 weeks per financial aid regulations.

Articulation Agreements

In addition to statewide articulation agreements between Florida's community/state colleges and technical centers for specific programs, FCTC has agreements with Florida State College at Jacksonville, St. John's River State College, Florida School for the Deaf and the Blind, Putnam County and the St. Johns County School District. These agreements are designed to grant students transfer credit for work completed in programs at FCTC to other institutions to further their education. Career Pathways articulation agreements allow students to receive credit for work completed in high school when enrolled in FCTC postsecondary programs.

7. Exceptions to the required grade point averages are considered on an individual student basis

Dual enrollment students are required to maintain an unweighted 2.0 G.P.A. Failure to do so may result in dismissal from their dual enrollment program.

8. High school responsibilities regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program

High School Counseling Services

The Clay County School Board's school counselors will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Dual Enrollment students to confirm GPA qualifications are met. To ensure seamless articulation and coordination, school counselors will meet at least once per year with FCTC administration.

9. Student Grades and Records:

Student Grades

Transmission of student grades in Dual Enrollment: Grades assigned by the post-secondary institution Dual Enrollment courses, including an "I," are to be accepted at face value by the Clay County School Board and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.). FCTC will follow the St. Johns County School District academic calendar for posting high school student grades.

10. Responsibility for Cost

Full-Time Equivalency Funding

The Clay County School Board shall be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules. For Dual Enrollment courses offered on the College campus and online, the School District shall pay the standard tuition rate per contact hour from the Florida Education Finance Program (FEFP).

11. Transportation

The expectation is that every dual enrollment student will provide their own transportation. Parking passes are available to students who are in a home education/private school, have documented mobility exceptions, are attending an evening program, or whose home high school is not within walking distance. If any other transportation arrangement needs to be made, it must be approved by the home high school.

12. Disability Services

As required by law, students with disabilities must receive appropriate accommodations. FCTC will be responsible for providing the necessary accommodations for courses taken on FCTC campuses. The Clay County School Board will be responsible for the cost of providing the necessary accommodations for courses taken at FCTC in addition to the cost of adaptive textbooks and other materials. Students with disabilities or the Clay County School Board will be responsible for providing appropriate documentation so that accommodations can be provided.

13. Submission of updated Dual Enrollment

The college shall be responsible for submitting an updated copy of the Dual Enrollment Articulation Agreement electronically to the Florida Department of Education, Office of Articulation, by August 1st.

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the Clay County School Board of Clay County and FCTC administration. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the School Board of Clay County, Florida and the FCTC Administration and the School Board of St. Johns County, Florida.

Signed on this _____ day of _____, 2023

for the School Board of Clay County, Florida:

Chairman, School Board of Clay County, Florida

Superintendent, School Board of Clay County, Florida

Signed on this _____ day of _____, 2023


for the FCTC Administration:


Principal, First Coast Technical College

Assistant Principal, First Coast Technical College

Signed on this 11th day of July, 2023

for the School Board of St. Johns County, Florida:


Chairman, School Board of St. Johns County, Florida


Superintendent, School Board of St. Johns County, Florida

DRAFT

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240036
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
 September 7, 2023
 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: August 9, 2023

Name of Contract Initiator: Alice Paulk Telephone #: 904-336-4501

School/Dept Submitting Contract: CTE Cost Center # 9002

Vendor Name: First Coast Technical College

Contract Title: 2023-24 Dual Enrollment Agreement Between CCSD and First Coast Technical College

Contract Type: New Renewal Amendment Extension Previous Year Contract # 230040

Contract Term: 1 year 6-31-24 Renewal Option(s):

Contract Cost: \$5000

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # 443-510730-9002-0000-4816-000-2
 Funding Source: Budget Line # _____

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

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

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

_____ Completed Contract Review Form

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

_____ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement **MUST BE** included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

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

_____ Release and Hold Harmless (If Applicable)

RECEIVED
 AUG - 9 2023
 PURCHASING

RECEIVED
 8/16/23
 SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BY: <u>BFG</u>	<u>Same Contract as last year # 230040.</u> <u>Fix Dates on page 2</u>
Review Date <u>8/16/23</u>	
School Board Attorney BY: <u>dh</u>	<u>(dh)</u>
Review Date <u>8/19/23</u>	
Other Dept. as Necessary	
Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS: **APPROVED** / [Signature] DATE: 8/21/23

**2023-2024 Dual Enrollment Articulation Agreement
Between School Board of
CLAY COUNTY SCHOOL DISTRICT
AND ST. JOHNS COUNTY SCHOOL BOARD
ON BEHALF OF FIRST COAST TECHNICAL COLLEGE**

Section (s.) 1007.271(7), Florida Statutes (F.S.), specifies the development of the Dual Enrollment Articulation Agreements between each career center established under s. 1001.44 with each high school in any school district it serves. The School Board of Clay County, Florida, hereinafter referred to as the Clay County School Board, and St. Johns County School Board on behalf of First Coast Technical College, hereinafter called FCTC, desire to implement the above statute and have, therefore, established an articulation committee with representation from the Clay County School Board and First Coast Technical College. Each year, this articulation committee will review this agreement and the performance of parties hereunder in order to assure both parties that it continues to serve their mutual interest.

Committee members shall include:

- Appointed Clay County School Board Representative, School Board of Clay County, Florida, (Chair)
- Principal of FCTC
- Assistant Principal of FCTC
- FTE/State Reporting Administrator, FCTC
- Associate Superintendent, CCSD
- Director of Secondary Education Instructional Services, CCSD
- Appointed Clay County School Board Representative

The term of this agreement shall commence August 1, 2023, and end July 31, 2024. Either party may cancel this agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This agreement may be amended only by written communication signed by the Superintendent of the School Board of Clay County, Florida, and Principal of First Coast Technical College.

First Coast Technical College provides students with the opportunity to take technical classes or electives while taking required academic courses at their home high school. Students typically earn 1 to 3 credits per year by enrolling in a technical program that last at least two, consecutive periods. Students who have completed credits in comparable technical courses at their high schools may receive credit for those competencies enabling them to begin their technical program at an advanced level. Students receive industry level training in a work environment lab. Additionally, students have the opportunity to earn Industry Certification and/or Licensures. Dual enrollment students are exempt from paying tuition. Some programs will require uniforms or safety equipment to be purchased.

The Clay County School Board and FCTC agree as follows:

1. Parent and student notification process about student participation in the Dual Enrollment program:

The Clay County School Board and FCTC will work collaboratively to notify eligible students and their parents of Dual Enrollment acceleration mechanisms. The Clay County School Board shall inform all eligible secondary students and their parents of Dual Enrollment as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in each high school's curriculum

guide, programs of study, student progression plan, and/or course catalog. FCTC shall work with each high school to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to FCTC from parents and students with school counseling staff, and will communicate directly with parents and students about Dual Enrollment options as appropriate. Additionally, FCTC will host monthly Program Information Sessions (except August and January) for potential students and Dual Enrollment students and parents.

2. Process for students and their parents to elect to participate in the Dual Enrollment program:

For participation, students complete and return the Dual Enrollment Application 2023 and Dual Enrollment Student Agreement to the FCTC Dual Enrollment Advisor. These documents are also available with the School Counselor. Application deadlines are Summer/Fall 2023-24: March 15th, 2023, and Spring 2023-24: October 27th, 2023. Students applying for dual enrollment Medical or Dental Assisting, must complete the additional Health Careers Dual Enrollment Application. Applications received after the deadline will be considered on an individual basis subject to availability. Completion of this application DOES NOT guarantee admission to FCTC. Students will be contacted via email to schedule an assessment which is required for all programs unless otherwise notified. Acceptance or denial will be emailed. If a requested program has insufficient enrollment, FCTC reserves the right to cancel the class.

Requirements for Dual Enrollment

Include an unweighted 2.0 GPA, on track for graduation, good attendance, and discipline record, and schedule availability for required periods. Students can enroll in as early as the 9th grade. Typically, students begin enrollment in the 10th grade.

Communication

Once students become a dual enrollment student, they become a college student. All correspondence will be with the student or high school guidance counselor/school related official.

Student Records

FCTC and CCSD agree to share student data consistent with the restrictions imposed by state and federal laws and statutes. The purpose of this sharing will be to inform students of educational opportunities, monitor academic achievement and college readiness, measure program effectiveness and facilitate on-going research. Each organization agrees to treat such shared student information as confidential and agrees not to release personally identifiable information to third parties, except as permitted by law. FERPA The Family Educational Rights & Privacy Act (FERPA) gives registered students the right to inspect and review their educational records. "Educational records" are files, documents & other material regularly maintained by FCTC. FERPA also rules that the College cannot permit access to, or release of, educational records or personally identifiable information contained therein, without the consent of the student. (There are exceptions, such as directory information or information disclosed for legitimate educational purposes.) Authorization Students must provide written consent to the FCTC Student Advisor Office to release information to any third parties, even to a student's parent or guardian. "Information" includes, but is not limited to:

- Academic records – grades, class schedule, progress reports, attendance, etc.
- Financial records – tuition assistance, scholarships, financial aid award, etc.
- Discipline/social records – formal/informal discipline, well-being, behavior, interactions, etc.

3. Programs and courses available to students eligible for Dual Enrollment

Air Conditioning, Refrigeration and Heating Technology, Landscape & Turf Management, Nursery Management, Automotive Service Technology, Culinary Arts and Hospitality, Diesel Technologies, Dental Assisting, Medical Assisting, and Welding Technologies. The Student Handbook is posted on the FCTC website, www.FCTC.edu

Upon completion of a CTE post-secondary Certificate Program students will be eligible for gainful employment.

Students will collaborate with Placement Specialist to support infield gainful employment.

4. Student eligibility requirements for participation in the dual enrollment program

Assessment

Pre-assessment(s) required include Comprehensive Adult Student Assessment Systems (CASAS) and The Test of Adult Basic Education (TABE Language). The CASAS and TABE Assessments are required for all programs unless a student has taken an approved common placement test and received minimum scores in Rule 6A-10.0315, F.A.C. Scores must be no more than two years old upon enrollment into the desired program and submitted officially with student application.

G.P.A. Requirements

Dual enrollment students are required to maintain an unweighted 2.0 G.P.A. Failure to do so may result in dismissal from their dual enrollment program.

Grades and Credits

Dual enrollment students will receive semester grades. Students typically earn 1-3 credits per school year. Credits are earned upon completion of the dual enrollment course. Course completion can range from one semester to a full school year depending on the dual enrollment course.

Attendance

Please visit <http://fctc.edu/students/handbook/> to review the student attendance policy. Students are required to attend until the "last day of school for students" identified by St. Johns County School District, unless otherwise approved. During high school exam week, students are required to attend their FCTC dual enrollment course if there is no conflict with their high school exam schedule.

Class Tardiness

Students are required to report to class on time. If a student is late, he/she will be marked tardy. Students with excessive tardiness will be referred to administration. Tardiness and absences will also impact grades.

Field trip and Home-School Activity

If a student will be absent from FCTC due to an approved activity at their home high school, the instructor must be notified in writing or electronically at least 3 days prior to the event.

Sick Days

If a student is absent from FCTC due to an illness, it is the student or parent responsibility to communicate to the instructor *prior to the absence via phone call or email*, and to provide FCTC and the home high school with an excused note from a parent/guardian or doctor.

Uniforms/Safety Equipment and Dress Code

Uniforms/safety equipment are required for all FCTC programs. Students must arrive in uniform. Failure to comply could result in disciplinary action, suspension, and possible withdrawal from the technical program. Uniform costs are the responsibility of the student.

Photo ID Badge

Dual enrollment students will be issued a photo ID, which must be worn for security reasons while on FCTC campus.

Discipline

A student must be respectful to faculty, staff, and students of FCTC. While in the program, a student must follow all guidelines set forth by the instructor. A student must comply with the FCTC and Clay County School District Code of Student Conduct. Serious violations may result in immediate dismissal from the program.

Registration

Students who will graduate from high school prior to completion of the postsecondary course may not register for courses through dual enrollment.

According to s. 1007.271, F.S., school districts may not deny dual enrollment participation to students who meet both statutory requirements and any additional eligibility requirements established in the Dual Enrollment Articulation Agreement.

5. High school credit earned for the completion of each career dual enrollment course and program

Students enrolled in Dual Enrollment courses shall earn both high school credit from the Clay County School Board and from FCTC if they meet the minimum requirements for satisfactory completion of such courses. FCTC provides students, with a 2.0 unweighted GPA or better, the opportunity to take technical classes as electives while obtaining required academic courses at their high school. Students typically earn 1 - 3 credits per year by enrolling in a 2 consecutive class period course. ** Please be advised some courses may require more periods.* * Those who have received credits in comparable technical courses at their high school may receive credit for those competencies to start their technical program at an advanced level. Students receive industry-level training in work- environment labs.

The Dual Enrollment Course-High School Subject Area Equivalency List mandates the minimum subject area credit awarded for specific courses taken through dual enrollment. This includes, for career courses, a conversion of clock hours to high school credits.

<https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf>

Weighting of Dual Enrollment

The Clay County School Board will weight Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated" (Section 1007.271, F.S.).

6. College credit articulation agreements associated with each clock hour program

Academic Year

FCTC offers educational programs in clock hours. For financial aid purposes, FCTC defines an academic year as 900 clock hours and 30 weeks of instructional time. This definition applies to all educational programs and exceeds the minimum requirement of 900 clock hours and 26 weeks per financial aid regulations.

Articulation Agreements

In addition to statewide articulation agreements between Florida's community/state colleges and technical centers for specific programs, FCTC has agreements with Florida State College at Jacksonville, St. John's River State College, Florida School for the Deaf and the Blind, Putnam County and the St. Johns County School District. These agreements are designed to grant students transfer credit for work completed in programs at FCTC to other institutions to further their education. Career Pathways articulation agreements allow students to receive credit for work completed in high school when enrolled in FCTC postsecondary programs.

7. Exceptions to the required grade point averages are considered on an individual student basis

Dual enrollment students are required to maintain an unweighted 2.0 G.P.A. Failure to do so may result in dismissal from their dual enrollment program.

8. High school responsibilities regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program

High School Counseling Services

The Clay County School Board's school counselors will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Dual Enrollment students to confirm GPA qualifications are met. To ensure seamless articulation and coordination, school counselors will meet at least once per year with FCTC administration.

9. Student Grades and Records:

Student Grades

Transmission of student grades in Dual Enrollment: Grades assigned by the post-secondary institution Dual Enrollment courses, including an "I," are to be accepted at face value by the Clay County School Board and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.). FCTC will follow the St. Johns County School District academic calendar for posting high school student grades.

10. Responsibility for Cost

Full-Time Equivalency Funding

The Clay County School Board shall be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules. For Dual Enrollment courses offered on the College campus and online, the School District shall pay the standard tuition rate per contact hour from the Florida Education Finance Program (FEFP).

11. Transportation

The expectation is that every dual enrollment student will provide their own transportation. Parking passes are available to students who are in a home education/private school, have documented mobility exceptions, are attending an evening program, or whose home high school is not within walking distance. If any other transportation arrangement needs to be made, it must be approved by the home high school.

12. Disability Services

As required by law, students with disabilities must receive appropriate accommodations. FCTC will be responsible for providing the necessary accommodations for courses taken on FCTC campuses. The Clay County School Board will be responsible for the cost of providing the necessary accommodations for courses taken at FCTC in addition to the cost of adaptive textbooks and other materials. Students with disabilities or the Clay County School Board will be responsible for providing appropriate documentation so that accommodations can be provided.

13. Submission of updated Dual Enrollment

The college shall be responsible for submitting an updated copy of the Dual Enrollment Articulation Agreement electronically to the Florida Department of Education, Office of Articulation, by August 1st.

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the Clay County School Board of Clay County and FCTC administration. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the School Board of Clay County, Florida and the FCTC Administration and the School Board of St. Johns County, Florida.

Signed on this _____ day of _____, 2023

for the School Board of Clay County, Florida:

Chairman, School Board of Clay County, Florida

Superintendent, School Board of Clay County, Florida

Signed on this _____ day of _____, 2023


for the FCTC Administration:


Principal, First Coast Technical College

Assistant Principal, First Coast Technical College

Signed on this 11th day of July, 2023

for the School Board of St. Johns County, Florida:


Chairman, School Board of St. Johns County, Florida


Superintendent, School Board of St. Johns County, Florida

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

Attachments

[HCA School Affiliation Agreement .pdf](#)

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: _____

HCA South Atlantic Division

By: Todd LaCaze

Title: Division Chief Financial Offer

Date: _____

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

DRAFT

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

September 7, 2023 - Regular Board Meeting

Title

C10 - Affiliation Agreement between Clay County District Schools and Liberty University (LU)

Description

This agreement is between Clay County District Schools and Liberty University for LU students to participate in clinical/occupational experiences under the direction of a qualified supervisor in Clay County schools.

Gap Analysis

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

Previous Outcomes

Clay County District Schools currently has agreements with 26 Colleges/Universities, and has an agreement with LU for interns to be placed in Clay that expires in 8/2023. This agreement would allow counseling students to be placed in Clay.

Expected Outcomes

Placement of counselor candidates provides real-world experiences to better prepare them for the rigors of counseling in the Prek-12 educational setting. LU is currently requesting the placement of 1 student, and this agreement will allow for future counseling interns to be placed over the duration of the contract period.

Strategic Plan Goal

Goal 2: Talent Recruitment, Development, and Retention

Strategy 1.1: Develop strategic partnerships with organizations and universities to source new talent for a diverse workforce that is effective and highly-qualified for non-instructional, instructional, and administrative positions throughout CCDS

Recommendation

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

Contact

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

Financial Impact

\$0

Review Comments

Attachments

[The School Board of Clay County FL AA \(LU signed\).pdf](#)

LIBERTY UNIVERSITY, INC.
CLINICAL AFFILIATION AGREEMENT
COUNSELOR EDUCATION & FAMILY STUDIES

THIS CLINICAL AFFILIATION AGREEMENT (“Agreement”) made this _____ day of August, 2023 (“Effective Date”), by and between LIBERTY UNIVERSITY, INC. (“Liberty”) and The School Board of Clay County, Florida (“Affiliate”), on behalf of itself and its affiliates and subsidiaries, if any;

RECITALS:

WHEREAS, Liberty, as part of its formal, educational course of studies may require Clinical/Occupational Experiences of Students participating in their Mental Health Counseling program, and desires to assign certain of its Students to one or more of Affiliate’s facilities to obtain such Clinical/Occupational Experience; and

WHEREAS, Affiliate, in service to the community and to promote high standards of preparation and training for Students, is willing to provide the necessary facilities for Clinical/Occupational Experiences; for Students participating in Liberty’s Mental Health Counseling program.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions.

1.1 “Liaison” shall mean the individual appointed by or designated by Affiliate to administer the provisions of this Agreement.

1.2 “Clinical/Occupational Experience” shall mean a structured learning experience at an Affiliate facility in which a Student provides care to patients/clients under the guidance of a Supervisor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation. In the context of this Agreement, said clinical experience is limited to the provision of mental health counseling. To facilitate an efficient Clinical/Occupational Experience, Liberty utilizes certain web based technology, including but not limited to WebEx Teams provided by Cisco, to enable Student to digitally record video and audio

content from counseling sessions, share all or portions of video and audio recordings with Faculty and other students participating in the Program, and upload video and audio recordings of sessions to a protected digital platform for viewing by Faculty Member for purposes of instruction and grading Student's performance. Said student is responsible for deleting the video and audio recording upon completion of Faculty Member's use for purposes of instruction and grading. Affiliate acknowledges that Liberty utilizes such technology, including the video and audio recording of counseling sessions in which Student participates, and agrees to obtain any necessary authorization or consent from a participating patient of Affiliate for Faculty Member's and Student's use of the digitally recorded video and audio content for purposes of instruction and training.

1.3 "Director" shall mean the Liberty's Director of the Program in which the Student is participating.

1.4 "Faculty Member" shall mean the member of Liberty's academic faculty who has direct oversight of the Student in the program and who has been assigned by Liberty to administer the provisions of this Agreement.

1.5 "Facility" shall mean any facility owned and/or operated by Affiliate, including but not limited to clinics, and office based clinical programs,

1.6 "Supervisor" shall mean an individual who has been approved by the Director or Faculty Member to facilitate Student learning and to provide guidance to Students at the Facility as part of the Clinical/Occupational Experience.

1.7 "Patient" shall mean any student enrolled at said facility, or their parents or guardians, who are allowed, selected or assigned to participate, and is participating in or receiving mental health counseling at the facility.

1.8 "Program" shall individually and collectively mean the program(s) in which Student(s) is/are enrolled at Liberty and in which Student receives all pre-placement training and education related to his or her field.

1.9 "School Year" shall mean the period from the first day of the Liberty academic calendar in any given academic year to the last day of the Liberty academic calendar in the same academic year.

1.10 "Student" shall mean a student officially enrolled in the Program at Liberty who participates in a Clinical/Occupational Experience at the Facility.

2.0 Obligations of Liberty. Liberty shall:

2.1 Encourage the Student to review his or her objectives for the Clinical/Occupational Experience with the Liaison or the Supervisor prior to the start of the Clinical/Occupational Experience.

2.2 Maintain policies that obligate Students who perform activities pursuant to this Agreement to observe the lawful rules, regulations, policies and procedures of the Facility and to adhere to all laws and regulations pertaining to confidentiality and patient rights.

2.3 Present for Clinical/Occupational Experiences only those Students who have had prior instruction in the relevant program area, and who, in the judgment of the Director or Faculty Member, have successfully fulfilled the prerequisites of the Program curriculum.

2.4 Provide evaluation forms for the evaluation of Students who participate in the Clinical/Occupational Experience.

2.5 Retain responsibility for education of Students in the Program and for the design, delivery, quality and curriculum of the Program.

2.6 Maintain all education records and reports relating to the Clinical/Occupational Experience of the Students.

2.7 Have the Faculty Member periodically consult with the Liaison regarding Student progress and other issues related to administration of this Agreement.

2.8 Ensure Students have completed all necessary background investigations, if required by the Affiliate, and Affiliate timely notifies Liberty of such requirement.

2.9 Require each Student to execute and submit to Affiliate the Student Addendum attached to this Agreement as Exhibit A.

2.10 Require each Student to execute and submit to Affiliate the “Student Counselor Agreement and Acknowledgment Form” attached hereto as Exhibit B.

3.0 Obligations of Affiliate. Affiliate shall:

3.1 Provide facilities suitable for fulfillment of the course objectives for the Clinical/Occupational Experience, as mutually agreed upon by the parties.

3.2 Determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to the Facility for each Clinical/Occupational Experience and the schedule for each Clinical/Occupational Experience.

3.3 Where applicable, select patients for Student assignments required by the Clinical/Occupational Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients for Student assignments.

3.4 Within normal limits imposed by the institutional setting and space constraints of the Facility, provide conference rooms, lockers and storage space for the Clinical/Occupational Experience as appropriate.

3.5 Permit Students to use cafeteria facilities at their own expense, if available to Affiliate employees.

3.6 Where available, permit Students to utilize parking spaces. If parking at an Affiliate Facility charges employees for the use of such parking spaces, Students shall be responsible for the payment of such parking fees.

3.7 Where available, permit Students to use the library and research materials for research and study, if available.

3.8 Orient Students to the Facility and provide information regarding the Facility's rules, regulations, policies and procedures.

3.9 Provide patient(s) selected by Affiliate to participate in the Clinical/Occupational Experience with and obtain signature from patient(s) on the "HIPAA Privacy and Authorization Release Form" attached hereto as Exhibit C. Affiliate acknowledges that Students and Faculty Members will utilize the technology generally described in Paragraph 1.2 of this Agreement to create and review audio and video recordings of counseling sessions for purposes of instructions and grading the Student's performance during the Clinical/Occupational Experience. Affiliate will make disclosures to patient and obtain all authorizations

and consents from patient as may be required by this Agreement or otherwise by law, regulation, or its policies and procedures.

3.10 To the extent Affiliate receives education records or otherwise becomes aware of information from education records directly related to a Student and protected by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232, as amended (popularly known as “FERPA”), and other laws with respect to its activities under this Agreement, Affiliate acknowledges it has a duty to maintain the privacy of Student education records and agrees that its use and maintenance of these education records, including the use and disclosure of personally identifiable information concerning a Student from education records, will be in accordance with FERPA. Specifically, Affiliate shall comply with Liberty’s obligations under FERPA as a “school official” and FERPA’s “legitimate educational interests” limitation on its use or disclosure of education records. Additionally, Affiliate shall implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure any protected education records Affiliate might possess. Affiliate agrees to abide by FERPA’s limitation on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Liberty or its Students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law, or as authorized by Liberty in writing.

3.11 Comply with all applicable laws, regulations, policies and procedures required of Affiliate in furtherance of the Clinical/Occupational Experience and objectives of this Agreement.

4.0 Care to Patients. Affiliate shall retain responsibility for the overall care provided to patients in the Facility. Students shall at all times be under the guidance of a Supervisor or other qualified individual designated by Affiliate while performing activities at the Facility pursuant to the terms of this Agreement. Affiliate reserves the right to establish limits on the numbers and types of Students permitted in each patient care session of the Facility and to restrict specific Student activities in the care of each patient.

5.0 Nondiscrimination. Affiliate agrees that it will not discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion, sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility or of Affiliate. Furthermore, the parties shall not

discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or on Affiliate or that would fundamentally alter the nature of the services provided.

6.0 Right to Refuse or Terminate Students. Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Clinical/Occupational Experience and to terminate participation by any Student in a Clinical/Occupational Experience if: (i) the Student is deemed to be a risk to the Facility's patients, employees, or to himself or herself; (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility; (iii) the Student's conduct is detrimental to the business or reputation of the Facility or of Affiliate; (iv) the Student fails to accept or comply with the direction of Facility staff; or (v) if Student fails to adhere to the American Counseling Association Code of Ethics. Liberty reserves the right to terminate a Student's participation in a Clinical/Occupational Experience when, in its sole discretion, further participation by the Student would be inappropriate.

7.0 Independent Contractors/No Agency. In the performance of duties and obligations hereunder, no Faculty, Student, employee, or agent of Liberty shall, for any purpose, be deemed to be an agent, servant or employee of Affiliate. No Liberty Student shall be deemed to be an employee or agent of Liberty. No employee or agent of Affiliate shall be authorized to act for or on behalf of Liberty. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement.

8.0 Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9.0 Term. The initial term of this Agreement shall be for one (1) year from the Effective Date and thereafter shall renew for successive one (1) year periods upon written notification and agreement between the parties.

10.0 Termination.

10.1 This Agreement shall run for the Term unless earlier terminated as provided herein. This Agreement may be terminated at any time upon written mutual consent of the parties hereto.

10.2 This Agreement may be terminated by either party at any time without cause by giving prior written notice of not less than sixty (60) days.

10.3 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

10.4 No matter the means of termination, providing notice of early termination or notice of non-renewal will not negatively affect any courses in progress at the time of the decision nor result in a diminished level of performance by either party. Liberty Students who are enrolled in courses at the termination or expiration date will be permitted to complete those courses and Affiliate will continue performance of its obligations under this Agreement with regard to those Students participating in a Clinical/Occupational Experience and those courses after the termination or expiration date of this Agreement.

11.0 Confidentiality.

11.1 Liberty, its Faculty, Students, employees and agents shall not at any time during or after the Term of this Agreement, without the prior written consent of Affiliate, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with Affiliate: (a) any confidential information, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and (b) any information concerning any matters affecting or relating to the business or operations or future plans of the Affiliate, including, but not limited to, Facility or Affiliate policies, procedures, rules, regulations, and protocols.

11.2 The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). Liberty acknowledges that Faculty Member and Students may have access to Facility's Protected Health Information during its Students' Clinical/Occupational Experience. Affiliate agrees to provide instruction regarding its internal HIPAA policies and practices to those Students and Faculty Member who will be

participating in the Clinical/Occupational Experience. To the extent protected health information (“PHI”) or personally identifiable information (“PII”) is to be exchanged or transmitted (electronically or otherwise) between Affiliate and Student and between Student and Faculty Member, it is understood and agreed that Students and Faculty Member are deemed to be members of Affiliate’s “workforce” as that term is defined by HIPAA, and under the supervision and direction of Affiliate’s personnel with regard to the use of PHI or PII while participating in the Clinical/Occupational Experience and receiving clinical training at Affiliate’s facilities pursuant to this Agreement.

11.3 The parties recognize that a breach of this Confidentiality Section of this Agreement may result in irreparable harm to Affiliate. In the event of such material breach, and without limiting the right of Affiliate to seek any other remedy or relief to which it may be entitled under law, Affiliate may seek injunctive relief against Liberty, its Faculty Member, Students, employees, and agents.

11.4 This Confidentiality Section shall survive termination of this Agreement.

12.0 Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to Liberty:

Director of Practicum/Internship
Dept. of Counselor Education & Family
Studies
Liberty University, Inc.
1971 University Blvd.
Lynchburg, VA 24515

If to Affiliate:

Director of Professional Learning
Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32043

13.0 Entire Agreement. This Agreement, including all attached Exhibits, supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties hereto.

14.0 Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected. The parties intend that the remaining provisions of the Agreement be interpreted liberally to allow performance by both parties and fulfill the purposes for which the parties entered into this Agreement.

15.0 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the State of Florida (excluding her choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations. Venue for any claim or cause of action between the parties to this Agreement brought pursuant to the terms of this Agreement shall lie in the state courts of Clay County, Florida

16.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

18.0 Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

19.0 No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

20.0 Indemnification. The parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against any and all actions, liabilities, claims, damages, suits, liens, judgments, attorneys' fees and costs arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors occurring during or in connection with performance under or regarding this Agreement. Notwithstanding any language contained in this Agreement, nothing contained herein shall be construed or interpreted to increase the scope or dollar limit of tort liability of Affiliate, The School Board of Clay County, Florida ("CCSB") or any other entity which is a part of the Clay County District Schools organization, beyond the liability limit which is set forth in 768.28

Fla .Stat., or to serve as a waiver of sovereign immunity, or to require Affiliate or CCSB to indemnify any entity, corporation or person for losses caused by the negligence acts of any person, entity or corporation other than the negligence of the employees, agents or volunteers of the Affiliate or CCSB The parties' obligation to indemnify each other and each other's respective officers, employees and agents shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, and in agreement hereto, Liberty and Affiliate have caused this Agreement to be executed by their authorized representatives.

LIBERTY UNIVERSITY, INC.

The School Board of Clay County,
Florida

Signature: _____

Signature: _____

Printed Name: Justin Wilson

Printed Name: Ashley Gilhousen

Title: Contract Administrator II

Title: Chairman

Date: _____

Date: _____

September 7, 2023 - Regular Board Meeting

Title

C11 - 7 Mindsets Life Skills and Character Education

Description

7 Mindsets provides life skills training content based on character education standards as set forth by the state of Florida. Life skills training, character education, and resiliency training are critical to re-engaging students, supporting adults, establishing relationships, and creating a foundation for academic learning. Developing resiliency skills will help ensure that students will have the tools needed to handle difficult situations and prepare them for their future. The professional development components will help instructors understand how to build a positive school and classroom culture.

Gap Analysis

As stated in SB 7030, districts are required to “be focused on a multi-tiered system of supports to deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students...” Clay County is focused on encouraging and fostering the success of each child. To meet the character education standards and to prioritize the significance of Tier I prevention efforts, the 7 Mindsets learning platform will be implemented on a school by school basis to ensure students are receiving a common language and understanding of character education.

Previous Outcomes

Access to the 7 Mindsets curriculum was expanded in the 22-23 school year to give access to 42 schools in total. Several schools implementing for the third consecutive year reported a reduction in referrals, an increase in positive interactions and indicated that 7 Mindsets was helping to shape the culture of their schools. The consistency of the content and delivery methods building from year to year has had a direct impact on the overall results of this program implementation.

Expected Outcomes

The use of 7 Mindsets will facilitate the development of resiliency skills and character education to help students understand how to handle difficult situations, engage with others and build relationships. Developing these skills will assist in removing barriers and open the pathway for academic achievement.

Strategic Plan Goal

Goal 4: Safe and Positive Learning Environment

Strategy 2: Cultivate and sustain resilience, respect and positive behavior through the training and implementation of student centered, evidenced-based practices.

Recommendation

That the Clay County School Board approve the renewal of 7 Mindsets.

Contact

Laura Fogarty 904-336-6513 laura.fogarty@myoneclay.net

Financial Impact

\$183,00.00

Review Comments

Attachments

📎 [240041 7 Mindsets Academy, LLC.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240041
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
9-7-2023
 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: 8-9-23

Name of Contract Initiator: Laura Fogarty Telephone #: 904-336-6513

School/Dept Submitting Contract: Climate & Culture Cost Center # 9004

Vendor Name: 7 Mindsets Academy, LLC

Contract Title: 23-24 Renewal Agreement with 7 Mindsets

Contract Type: New Renewal Amendment Extension Previous Year Contract # 220140

Contract Term: 23-24SY Renewal Option(s): Yes

Contract Cost: \$183,000.00

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # 100-6100310-9004-1174-0000-000-0
 Funding Source: Budget Line # _____

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

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

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

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

RECEIVED
 AUG 14 2023
 PURCHASING
 SBAO

RECEIVED
 8/16/23
 SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department 8/8	<u>Software Training 6A-1.012 (11b)</u>
Review Date <u>8/16/23</u>	<u>Fix date page 6, Need correct COI per page 3 of 14</u>
School Board Attorney	
Review Date <u>8/18/23</u>	
Other Dept. as Necessary <u>IT Department</u> <u>Instructional Resources</u>	<u>Not on IT Department or Curriculum Approve list please reach out to Departments and have Added to their lists.</u>

PENDING STATUS: YES NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS: **APPROVED** 8/21/23 DATE: 8/21/23



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement (“Agreement”) is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as “SBCC”), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and 7 Mindsets Academy, LLC (hereinafter referred to as “CONTRACTOR”), whose principal place of business is 60 King Street Roswell, GA 30075

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

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

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

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Clay County School Board School/Department,

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

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the “CONTRACTOR”.
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker’s Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker’s compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR’s obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.
7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.
18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

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

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

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

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

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

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

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
 - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):
 - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

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

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

25. **Government Funding:** Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

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

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

SBCC'S Representative with CONTRACTOR is: Laura Fogarty
School/Department Name: Climate & Culture
Mailing Address: 900 Walnut Street Green Cove Springs, FL 32043
Phone #: 904-336-6513 Email Address: Laura.fogarty@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

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

CONTRACTOR

DocuSigned by:
By: Sara Jones
8E87D42B108D453...
Print Name: Sara Jones
Title: VP of Operations
Date: 7/31/2023

Attachment A

SCOPE OF SERVICES AND/OR PRODUCTS

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

Please see Attachment A-1

DRAFT

2. **Term:**

The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2024, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ Please see Attachment A-1 (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed \$ 183,000.00.

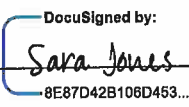
Exhibit # 1

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: 7 Mindsets

Signature of Authorized Representative:  _____
8E87D42B106D453...

Printed Name of Authorized Representative: Sara Jones

Title of Authorized Representative: VP of Operations

Date: 7/31/2023

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, contractors 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: 7 Mindsets

Signature of Authorized Representative: _____
Print Name of Authorized Representative: Sara Jones

DocuSigned by:
Sara Jones
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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.

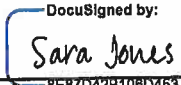
Instructions for Certification:

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: 7 Mindsets

Sara Jones VP of Operations

Printed Name Title of Authorized Representative

Signature:  Date: 7/31/2023

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Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: 7 Mindsets

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Sara Jones
(Printed Name)

VP of Operations
(Title)

DocuSigned by:
Sara Jones
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(Signature)

7/31/2023
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Sara Jones). 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 7 Mindsets) 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 7 Mindsets) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: 7 Mindsets

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Sara Jones
(Printed Name)

DocuSigned by:
Sara Jones
(Signature) 8687243B108D453...

VP of Operations
(Title)

7/31/2023
(Date)

Exhibit # 2 (e)

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

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

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

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

Check one of the following and sign:

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

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

DocuSigned by:

Sara Jones

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Signature

7 Mindsets

Company Name

Attachment A-1



7 Mindsets Academy, LLC
 60 King Street
 Roswell, GA 30075
 (678) 878-3144
 www.7mindsets.com
QUOTE



Quote Number 00008293
 Quote Date 6/15/2023

Prepared By Caroline King
 Email caroline@7mindsets.com

CONTACT INFORMATION

Contact Name Laura Fogarty
 Contact Email laura.fogarty@myoneclay.net

Prepared For: Clay County District Schools
 Billing Address 900 Walnut St
 Green Cove Springs, FL 32043
 USA

Terms

License Start Date 7/1/2023
 Subscription Terms 1 Year Subscription

License End Date 6/30/2024

Product	Product Description	List Price	Sales Price	Quantity	Total Price
Bronze 7 Mindsets for Students	Full Access to 7 Mindsets Online Platform, 7M Spanish, 7M Mobile App, Resource Hub (Includes parent letters), Lesson Builder, Educator Zone (Curriculum Tools, Implementation Tools, Morning Announcements), Leader Dashboard, Signature Practices, BRONZE SERVICE	\$7,500.00	\$6,000.00	30.00	\$180,000.00
Professional Learning Event (In-Person)	Educator Professional Learning Event (In-Person)	\$3,000.00	\$3,000.00	1.00	\$3,000.00

Subtotal \$183,000.00

Grand Total \$183,000.00

License applies to the following School(s) or Group(s)

- License Accounts:
- Keystone Jr/Sr High School
 - WE Cherry Elementary
 - Thunderbolt Elementary
 - Swimming Pen Creek Elementary
 - Shadowlawn Elementary
 - SB Jennighs Elementary

7 MINDSETS

Teaching Mindsets Changing Lives.

7 Mindsets Academy, LLC
60 King Street
Roswell, GA 30075
(678) 878-3144
www.7mindsets.com

QUOTE



Ridgeview Elementary
Rideout Elementary
Plantation Oaks Elementary
Paterson Elementary
Orange Park Elementary
Oakleaf Village Elementary
Montclair Elementary
McRae Elementary
Lakeside Elementary
Grove Park Elementary
Fleming Island Elementary
Doctors Inlet Elementary
Discovery Oaks Elementary
Clay Hill Elementary
Argyle Elementary
Ridgeview High
Orange Park High
Clay High
Wilkinson Elementary
Tynes Elementary
Middleburg Elementary
Keystone Heights Elementary
Lake Asbury Elementary
Coppergate Elementary
Bannerman Learning Center
Charles E. Bennett Elementary
Wilkinson Junior High
Orange Park Junior High
Oakleaf Junior High
Lake Asbury Junior High
Green Cove Springs Junior High
Middleburg High
Oakleaf High
Keystone Heights Jr/Sr High
Fleming Island High

Product Terms & Definitions

Subscription Services Terms

The subscription Services are delivered under a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license, subject to the Terms and Conditions on the Agreement between 7 Mindsets and the Purchaser. The number of license and applicable feed will be specified in the Order Form. The Purchaser's access to the use of the Service is permitted during the Term of the license. The License Start and End dates for the Subscription Services are listed in the above terms. Renewal notifications will be sent to the Customer sixty (60) days before the License End Date, and invoices will be generated within thirty (30) days of the License End Date.



Professional Development Terms

7 Mindsets and affiliates Professional Development includes both Onsite and Virtual Training and Implementation Services. The scope and delivery date(s) for Professional Development will be determined during the initial implementation process, unless previously agreed upon and referenced in the notes section of the Order Form. The terms and conditions governing the Subscription Services and Professional Development are available in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and the Terms of Use [7 Mindsets Terms of Use.pdf](#) respectively.

Binding Agreement

This Order Form serves as a binding legal agreement between the Purchaser and 7 Mindsets and its affiliates and incorporates the terms of the Master Subscription agreement available at <https://www.7mindsetsportal.com/agreement.pdf>. By signing the Order Form, the Purchaser acknowledges and agreed to be bound by the terms and conditions set forth in the Agreement and this Order Form. The signatory for the Purchaser certifies that they have the authority to sign this Agreement and Order Form on behalf of the Purchaser and that they have read, understood, and will comply with the Agreement and this Order Form. The payment terms for both the Subscription Services and the Professional Development services, stating that payment is due within (15) days from the invoice date. This Order Form, together with the Agreement and any other executed Order Forms, constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, representations, and discussions related to this subject matter.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at

<https://www.7mindsetsportal.com/agreement.pdf> and Terms of Use [7 Mindsets Terms of Use.pdf \(7mindsetsportal.com\)](#)

Sales and Use Tax

Sales and Use Tax will be applicable based on taxable sales and customer tax exemption status.

Purchasing Terms & Approval

7 MINDSETS

Teaching Mindsets. Changing Lives.

7 Mindsets Academy, LLC
60 King Street
Roswell, GA 30075
(678) 878-3144
www.7mindsets.com
QUOTE



Purchase Orders (PO) may be sent directly to orderprocessing@7mindsets.com or faxed to (678) 550-9750.
If applicable, please include current tax exempt form.

A Purchase Order (PO) is NOT required, please Sign Below and an invoice will be generated and sent via email.

Invoice Instructions

School or District:

Attention:

Special Instructions (Reference PO or Requisition Number, etc):

Email:

Customer Approval

Upon signature by Customer and submission to orderprocessing@7mindsets.com, the Customer acknowledges and accepts the terms of this order, pricing, applicable training dates and deliverables. All billing pertaining to this order form will contain the pricing and payment terms listed above.

Printed Name

Title

Signature

Date

7 Mindsets Subscription Agreement

SUBJECT TO THIS 7 MINDSETS SUBSCRIPTION AGREEMENT, 7 MINDSETS WILL DELIVER, AND CUSTOMER WILL BE PERMITTED TO USE, THE MINDSET ACADEMY CLASSROOM PORTAL AS SPECIFIED IN MORE DETAILS IN AN ORDER FORM (TOGETHER, THE "AGREEMENT").

1. DEFINITIONS.

"Authorized Users" means individuals who are authorized by Customer to use the Mindset Academy Classroom Portal for which Customer has paid a subscription fee and who have been supplied login credentials by Customer or by Us at Customer's request. Authorized Users may include but are not limited to Customer employees, parents, consultants, contractors and agents whom Customer permits to access and use the Service subject to this Agreement as well as subject to the [7 Mindsets Terms of Use](#) and [7 Mindsets Privacy Policy](#) which can be found [here](#) and [here](#), respectively.

"Service" means the online, mobile and web-based applications of the Mindset Academy Classroom Portal found at www.7mindsetsportal.com and all content in the Portal including assessments, designs, text, graphics, pictures, information, data, software, sound files, and other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") provided by 7 Mindsets for access by the Authorized Users via a unique code provided to the Customer pursuant to this Agreement.

"Customer" "You" or "Your" means the School, School District, or other legal entity on whose behalf You are accepting this Agreement and purchasing a subscription to the Service.

"Customer Data" means the first name, last name, username, passwords, or other log-in information used to access the Service. Customer Data may also include any data which may be uploaded or submitted into the Service by Authorized Users.

"License Start Date" means July 1st of the current calendar year or the date otherwise indicated as the License Start Date on the applicable Order Form.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents between the Customer and 7 Mindsets, which set forth, at a minimum, (i) the Subscription Term purchased (1 year, 3 year or 5 year and whether pre-paid or paid annually); (ii) the quantity of licenses provided with the Subscription (number of Authorized Users/classrooms/school buildings/district-wide permitted to access the Service); and (iii) the price of the Service purchased subject to these Terms and Conditions as well as any exhibits, addendum, or attachments to such Order Forms. By way of example, an Order Form may take the form of a 7 Mindsets Price Quote signed by the Customer. In any case, the applicable Order Forms shall be incorporated herein by reference.

"Subscription Term" means the number of years purchased by the Customer beginning on the License Start Date as set forth in the applicable Order Form. By way of example only, a 1-year Subscription Term could run from July 1 in the current calendar year through June 30th of the following calendar year unless otherwise set forth in the applicable Order Form.

"7 Mindsets," "We," "Us" or "Our" means 7 Mindsets LLC as described in Section 9 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

2. MINDSET ACADEMY CLASSROOM PORTAL LICENCE AND ENTITLEMENTS.

Subject to the Terms and Conditions of this Agreement, 7 Mindsets grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license to permit Authorized Users to access and use the Service during the Term. The number of licenses to which You are entitled, and the applicable fees payable to 7 Mindsets, will be specified in the Order Form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features of the Service.

3. USE OF THE SERVICE.

3.1 Customer shall: (i) comply with the 7 Mindsets Terms of Use found [here](#) and the 7 Mindsets Privacy Policy found [here](#), both of which are incorporated herein by reference; (ii) provide accurate account information with respect to its Authorized Users to 7 Mindsets and promptly report any changes to such information; (iii) maintain the confidentiality and security of Customer's account

information; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, keep all log-in information strictly confidential, and notify Us promptly of any unauthorized access or use; (v) have an appropriate privacy and data security policy in place and comply therewith (including the requirements of the Family Educational Rights and Privacy Act ("FERPA")); (vi) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations; and (vii) ensure that each of its Authorized Users complies with the foregoing.

3.2 Customer shall not, except as expressly authorized or directed by 7 Mindsets, (i) share the unique Customer code allowing access to the Service with anyone other than Authorized Users; (ii) copy, modify, translate, or distribute the Service; (iii) decompile, disassemble, or otherwise reverse engineer the Service or otherwise use the Service to develop functionally similar products or services; (iv) modify, alter or delete any of the copyright, trademark, slogan, or other proprietary notices in or on the Service; (v) sell, resell, rent or lease the Service or use the Service for the benefit of any third party; (vi) use the Service to store or transmit Malicious Code; (vii) attempt to gain unauthorized access to the Service or the related systems or networks; or (viii) permit any Authorized Users or third party to do any of the foregoing.

4. FEES AND PAYMENT.

4.1. Fees. In consideration of the Service provided hereunder, Customer shall pay all fees specified in any Order Forms between the Customer and 7 Mindsets. Except as specified herein or in an Order Form, (i) fees are based on the number of Authorized Users/classrooms/school buildings/district-wide licenses purchased (as indicated on the Order Form) and not actual usage of the licenses; (ii) with the exception of an instance of early termination as outlined in clause 8.2, payment obligations are non-cancelable and non-refundable; (iii) fees are payable annually in advance, and (iv) the number of licenses purchased cannot be decreased during the relevant Subscription Term stated on the Order Form.

4.2. Invoicing and Payment. Unless otherwise stated in the Order Form or unless otherwise agreed between You and 7 Mindsets in writing, Customer will pay to 7 Mindsets the fees specified in the Order Form within thirty (30) days of the date of invoice. If You purchased a multi-year subscription payable annually, unless otherwise specified in the Order Form or unless otherwise agreed between You and 7 Mindsets, 7 Mindsets will automatically invoice You thirty (30) days prior to the anniversary of Your License Start Date. You are responsible for maintaining complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Fees are subject to any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to sales, use or withholding taxes, assessable by any local, state, or federal jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. Suspension of Service. If any fees owing by You under this or any other agreement for the Services is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, suspend Your use of the Service until such fees are paid in full.

5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. The Service is a subscription product that is licensed, not sold outright to the Customer. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Service and all 7 Mindsets Materials contained in the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Ownership of Customer Data. As between Us and You, except for Your co-operation and the rights granted to 7 Mindsets for the purpose of offering the Service as more fully detailed in the 7 Mindsets Terms of Use, 7 Mindsets has no ownership interest in any Customer Data and will not share, disclose, or disseminate any personally identifiable Customer Data to any third parties without the express permission of the Customer. See 7 Mindset's Privacy Policy located [here](#) for more information about our privacy and security practices with respect to personally identifiable information.

6. WARRANTIES, DISCLAIMERS AND INDEMNIFICATION.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY 7 MINDSETS. 7 MINDSETS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WITHOUT LIMITING THE FOREGOING, 7 MINDSETS GIVES NO WARRANTY THAT THE

SERVICE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY 7 MINDSETS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF 7 MINDSETS'S OBLIGATIONS HEREUNDER, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

Customer hereby indemnifies 7 Mindsets against all losses, damages, liabilities and expenses (including reasonable legal fees and costs) which 7 Mindsets may incur or sustain as a result of Customer's use or misuse of the Service.

7. LIMITATION OF LIABILITY.

7.1. Limitation of Liability. IN NO EVENT SHALL 7 MINDSETS BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ADDITIONALLY, 7 MINDSETS SHALL NOT BE LIABLE FOR DAMAGES RELATED TO LOST DATA OR ANY OTHER INDIRECT DAMAGES EVEN IF 7 MINDSETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 7 MINDSETS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER HEREUNDER IN THE PRIOR 12-MONTH PERIOD. 7 MINDSETS WILL NOT BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE SERVICE, OR USE OF THE SERVICE IN A MANNER THAT VIOLATES ANY APPLICABLE LAW OR REGULATION, USE OR FAILURE TO USE ASSESSMENTS THAT ARE PART OF THE SERVICE OR THE CONSEQUENCES THEREOF, OR FOR CUSTOMER'S FAILURE TO IMPLEMENT, ACCESS OR USE CERTAIN FEATURES OF THE SERVICE. The limitation of liability set forth in this Section 7 shall not apply to (i) liability resulting from 7 Mindsets' gross negligence, fraud, or willful misconduct and (ii) death or bodily injury resulting from 7 Mindsets' negligent acts or omissions.

8. TERM AND TERMINATION.

8.1. Term of Agreement. Customer's licenses and these Terms and Conditions will be in effect from the License Start Date through the duration of the Subscription Term specified in the Order Form and may be renewed or extended by mutual agreement of 7 Mindsets and the Customer.

8.2 Early Termination. Either party may terminate the subscription for cause if the other party (or in the case of 7 Mindsets, an Authorized User of the Customer) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within thirty (30) days of its receipt of written notice of such breach. A material breach by Customer shall include, but is not limited to, non-payment of Subscription Fees and/or a breach of any provision of clause 3. In the event Customer terminates for breach by 7 Mindsets, customer shall receive a pro rata refund of any Fees paid in advance.

Customer may terminate the subscription as follows:

8.2.1 In the event Customer's subscription is a multi-year subscription payable over multiple years, Customer may terminate its subscription by giving notice of termination in writing to 7 Mindsets at least 30 days prior to the anniversary of the License Start Date. In such event, Customer will not be required to pay the remainder of the license fees, however, Customer is not entitled to a refund of previously paid license fees.

8.2.2 If the Customer purchased a 1-year subscription or pre-paid for a multi-year subscription, Customer may terminate its subscription at any time, however, the Customer will not be entitled to any refund of previously paid subscription fees.

8.2.3 To the extent that 7 Mindsets suspends or terminates the Service for more than ninety (90) consecutive days, Customer may terminate its subscription and s will be refunded a prorated share of the current annual subscription fee as well as any fees which Customer pre-paid for future years.

8.3 Effect of Termination. Upon termination for any reason by either party,

8.3.1 Customer will (i) cease using the Service; (ii) ensure that any Authorized Users cease using the Service; (iii) return or destroy all materials

provided by 7 Mindsets; (iv) pay 7 Mindsets any fees due and owing hereunder; and (v) not be entitled to a refund of any fees previously paid.

8.3.2 7 Mindsets will (a) disable the unique Customer code provided to the Customer to access the Service; and (b) destroy or de-identify any personally identifiable information provided to 7 Mindsets by the Customer in accordance with the 7 Mindsets Privacy Policy.

9. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION.

You are contracting with 7 Mindsets, LLC ("7 Mindsets"), a registered company in the United States located at 60 King Road, Roswell, Georgia 30075. Customer agrees that any dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise) and the validity, performance and interpretation of this Agreement will be governed by and construed in all respects under and subject to the laws of the State of Georgia, USA, and the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia.

10. GENERAL PROVISIONS.

10.1. Export Compliance. The Service or other technology and derivatives thereof that 7 Mindsets makes available to Customer under this Agreement may be subject to export laws and regulations of the United States. Each party shall comply with the export laws and regulations of the United States in providing and using the Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit any Authorized Users to access or use the Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

10.2. Anti-Corruption. Customer agrees that Customer has not sought, elicited, received or been offered any illegal or improper bribe, kickback, gift, or thing of greater than nominal value from any 7 Mindsets employees or agents in connection with this Agreement. Customer will use reasonable efforts to promptly notify Us if You learn of any violation of the above restriction.

10.3. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms and addenda thereto including any Statements of Work and these Terms and Conditions and the 7 Mindset Privacy Policy and 7 Mindset Terms of Use referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. No terms and conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms and conditions shall be null and void.

10.4. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Neither party may assign any of its rights or obligations hereunder, without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, 7 Mindsets may assign this Agreement in its entirety (including all Order Forms), without consent of the Customer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any provision of this Agreement, which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

7 Mindsets Terms of Use

Last Updated: 2023

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND, AND ANY ENTITY WHICH YOU REPRESENT WILL BE BOUND, BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICE.

These 7 Mindsets Terms of Use (the "Terms") apply when you access or use the online, mobile and/or web-based applications of the Mindset Academy Classroom Portal found at www.7mindsetsportal.com (collectively, the "Service") provided by 7 Mindsets, LLC located at 60 King Street, Roswell, Georgia 30075 ("7 Mindsets"). These Terms do not change the terms or conditions of any other agreement you may have with 7 Mindsets for products, services, or otherwise, including, without limitation, the 7 Mindsets Subscription Agreement. If you are using the Service on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to 7 Mindsets if you violate these Terms.

1. Changes to These Terms

7 Mindsets reserves the right to change these Terms at any time in its sole discretion. If 7 Mindsets makes material changes to these Terms, it will provide notice of such changes, such as by sending you an email, by providing notice through the Service, or by updating the "Last updated" date at the top of these Terms. Your continued use of the Service following the posting of changes will confirm that you accept the changed Terms. 7 Mindsets encourages you to review the Terms regularly to ensure that you understand the terms and conditions that apply to your use of the Service. If you do not agree to the changed Terms, you must stop using the Service.

2. Privacy Policy

Please refer to the [7 Mindsets Privacy Policy here](#) for information about how 7 Mindsets collects, uses, and discloses information about users of the Service.

3. Accounts

To access and use the Service, you must register for an account using the unique Customer code provided to you by 7 Mindsets either directly or through your employer. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify 7 Mindsets if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to 7 Mindsets.

4. Copyright and Limited License

Unless otherwise indicated, the Service and all content and other materials in the Services, including, without limitation, the 7 Mindset logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") are the proprietary property of 7 Mindsets or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with 7 Mindsets that includes broader license rights to the Service or any 7 Mindsets Materials therein, you are granted a limited, non-exclusive, non-sublicensable, non-transferrable revocable license to (i) access and use the Service, (ii) download 7 Mindsets Materials that are expressly provided through the Service for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the 7 Mindsets Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and 7 Mindsets and in accordance with any relevant federal and state laws and regulations. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and 7 Mindsets, you do NOT have the right to do any of the following: (a) sell, resell, rent, lease, distribute, transfer, assign, host, pledge or commercially use the Service or the 7 Mindsets Materials; (b) distribute, publicly perform, or publicly display any part of the 7 Mindsets Materials; (c) publish

or reproduce any part of the 7 Mindsets Materials on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Service or the 7 Mindsets Materials; (e) use the Services to gather information regarding other users or use any data mining, robots, or similar data gathering or extraction methods with the Services; (f) download (other than via page caching) any part of the Service or the 7 Mindsets Materials that are not expressly provided by 7 Mindsets for download; (g) interfere with or disrupt the functionality of the Services; (h) access the Services to create a similar or competitive service; (i) use the Service without 7 Mindsets' consent, or (i) use any part of the Service or the 7 Mindsets Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any part of the 7 Mindsets Materials and will ensure that all permitted copies of the 7 Mindsets Materials contain the same copyright notice and other legends or notices that appear on the copies provided by 7 Mindsets or as otherwise may be instructed by 7 Mindsets. Any use of the Services or the 7 Mindsets Materials other than as specifically authorized by these Terms or in writing by 7 Mindsets is strictly prohibited and will terminate your license and Subscription to the Service and the 7 Mindsets Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

5. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, 7 Mindsets has adopted a policy of terminating, in appropriate circumstances and at 7 Mindsets' sole discretion, accounts of account holders who are deemed to be repeat infringers. 7 Mindsets also may, at its sole discretion, limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Copyright Complaints

If you believe that anything in the Service infringes on any copyright you own or control, you may file a notification with 7 Mindsets' Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: Attention CEO
Address to Send Notification: 60 King Street, Roswell, Georgia 30075
Telephone Number of Designated Agent: 678-873-3144
Facsimile Number of Designated Agent: 678-550-9750
Email Address of Designated Agent: info@7mindsets.com

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by 7 Mindsets or the alleged infringer as the result of 7 Mindsets relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

7. Trademarks

"7 Mindsets," "Mindset Academy," the 7 Mindsets logo, and any other 7 Mindsets or third party product or service name or slogan contained in the Service are trademarks of 7 Mindsets and/or its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of 7 Mindsets or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "7 Mindsets" or any other name, trademark, or product or service name of 7 Mindsets without 7 Mindsets' prior written permission. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of 7 Mindsets and may not be copied, imitated, or used, in whole or in part, without 7 Mindsets' prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by 7 Mindsets.

8. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Service for noncommercial purposes, provided that (a) such link does not portray 7 Mindsets in a false, misleading, derogatory, or

otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any 7 Mindsets logos or other proprietary graphics of 7 Mindsets to link to the Service without 7 Mindsets' express written permission. You may not, without 7 Mindsets' express written permission, use, frame, or utilize framing techniques to enclose 7 Mindsets' trademark, logo, or other proprietary information, including the images found in the Service, the content of any text, or the layout or design of any page or form contained on a page of the Service. 7 Mindsets makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Service. These websites are not under the control of 7 Mindsets, and 7 Mindsets is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. 7 Mindsets and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by 7 Mindsets of any site or any information contained therein. When you visit other websites via links or embedded content, you should understand that these Terms no longer govern and that the terms and policies of those third-party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

9. The Service

7 Mindsets will use commercially reasonable efforts to maintain the Services in good working order and reasonable functionality. 7 Mindsets has no obligation to upgrade or update the Services or add additional features or functions.

10. Third Party Products and Services

7 Mindsets may provide information about or links to third-party products or services. 7 Mindsets does not control, endorse, or adopt any third-party information in the Service and makes no representation or warranties of any kind regarding third-party information in the Service, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. 7 Mindsets is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Service. You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

11. No Unlawful or Prohibited Use

As a condition of your use of the Service, you warrant to 7 Mindsets that you will not use the Service for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Service, or any other agreement you may have with 7 Mindsets. You may not use the Service in any manner that could damage, disable, overburden, or impair the functioning of the Service or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Service. You may not obtain, or attempt to obtain, any materials or information through any means not intentionally made available or provided for through the Service.

12. Permitted Use of the Services and User Content

The Services may contain interactive areas or services ("Interactive Areas"), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, "User Content"). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas. You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;

- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, harmful to minors, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary permissions, licenses and consents;
- Viruses, corrupted files, or other harmful, disruptive, or destructive files;
- Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of 7 Mindsets, is objectionable or restricts or inhibits any other person from using or enjoying the Service, or may expose 7 Mindsets or 7 Mindsets' users to any harm or liability.

If You provide 7 Mindsets any suggestions or comments regarding improvements or enhancements to the Services ("Feedback"). You hereby agree that by providing Feedback You are providing 7 Mindsets with a royalty-free, fully paid-up, worldwide, transferrable, sublicensable, irrevocable, perpetual license to copy, distribute, transmit, display, perform and create derivative works from the Feedback, in whole or in part, and to use the Feedback in any manner whatsoever. 7 Mindsets has no obligation to incorporate or use Feedback in any manner whatsoever.

12. User Conduct

You are solely responsible for your conduct while accessing or using the Service and you will not violate any law, contract, intellectual property right, or other third-party right, or commit any tort in connection with your access to or use of the Service.

You will abide by these Terms and will not do any of the following relating to the Service or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including usernames, e-mail addresses, or other contact information, without their consent or for sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by 7 Mindsets to access the Service or to extract data;
- Attempt to circumvent any content filtering techniques 7 Mindsets employs, or attempt to access any service or area of the Service that you are not authorized to access;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Service (except as otherwise expressly permitted by law);
- Attempt to indicate in any manner that you have a relationship with 7 Mindsets or that 7 Mindsets has endorsed you or any products or services for any purpose;
- Develop any third-party applications that interact with the Service without 7 Mindsets' prior written permission; or
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

7 Mindsets takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party; (b) any associated loss or damage; (c) any user conduct; (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter; or (e) the manner in which you use or fail to use the Service. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules. As a provider of interactive services, 7 Mindsets is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. Although 7 Mindsets has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas, 7 Mindsets reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored through the Service at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store through the Services at your sole cost and expense. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

13. Rights in User Content

By submitting or posting User Content to the Services, you hereby grant 7 Mindsets a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right and license to use, host, broadcast reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, and display such User Content throughout the world in any media on or in connection with the Services and the promotion of the Services or 7 Mindsets' products and services, including, without limitation, the right to use your name, likeness, voice, or identity. You grant 7 Mindsets and its sublicensees the right to use the name, location, and other information that you submit in connection with such User Content. The use of your or other users' name, likeness, voice, or identity in connection with various features relating to the Services does not imply any endorsement of such feature or of the Service unless explicitly stated otherwise. You represent and warrant that (a) the User Content is not confidential; (b) you own and control all the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

14. Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about 7 Mindsets, the Service, or 7 Mindsets' products or services (collectively, "Submissions"). Submissions, whether posted to the Service or provided to 7 Mindsets by email or otherwise, are nonconfidential and shall become the sole property of 7 Mindsets. 7 Mindsets shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

15. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY 7 MINDSETS, THE SERVICE AND 7 MINDSETS MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. 7 MINDSETS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND THE 7 MINDSETS MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY 7 MINDSETS, 7 MINDSETS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 7 MINDSETS OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "7 MINDSETS PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM 7 MINDSETS OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR 7 MINDSETS' RECORDS, YOUR USE OF THE SERVICE, OR USE OF THE SERVICE IN A MANNER THAT VIOLATES ANY APPLICABLE LAW OR REGULATION, USE OR FAILURE TO USE ASSESSMENTS THAT ARE PART OF THE SERVICE OR THE CONSEQUENCES THEREOF, OR FOR CUSTOMER'S FAILURE TO IMPLEMENT, ACCESS OR USE CERTAIN FEATURES OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THE 7 MINDSETS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

17. Indemnification

You will defend, indemnify, and hold harmless the 7 Mindsets Parties from and against any third-party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (a) your use of the Service, (b) your conduct relating to the Service, (c) any User Content or Submissions you provide, (d) your use of the Interactive Areas, (e) your violation of these Terms or any applicable laws, and (f) your violation of the rights of another.

18. Termination; Modification to the Services

7 Mindsets reserves the right, without notice and in its sole discretion, to terminate your license to use the Service and to block or prevent your future access to and use of the Service. 7 Mindsets reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof. Upon termination of the Service for any reason, the license granted under Clause 4 of this Agreement also terminates including all use of the 7 Mindset Materials.

19. Governing Law and Venue

To the maximum extent permitted by law, these Terms are governed by, and will construed in accordance with and enforced by, the laws of the State of Georgia, U.S.A., without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in Fulton County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

20. No Waiver

Enforcement of these Terms is solely at 7 Mindsets discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of 7 Mindsets' right to enforce the same or other part of these Terms in other instances.

21. Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

22. Questions or Comments

Questions or comments about the Service may be directed to 7 Mindsets at info@7mindsets.com or by mail at:

7 Mindsets, LLC
60 King Street
Roswell, Georgia 30075

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7 Mindsets Privacy Policy

Last Updated: 2023

This privacy policy ("Privacy Policy") explains how information about you is collected, used, and disclosed by 7 Mindsets, LLC ("7 Mindsets," "we," or "us"). This Privacy Policy applies to information we collect when you use our websites, mobile applications, and other online products and services including the Mindset Academy Classroom Portal at <http://www.7mindsetsportal.com> (collectively, the "Services"), when you interact with us on third-party sites where we have an official presence, or when you otherwise interact with us.

We may change this Privacy Policy from time to time. If we make material changes, we will notify you by revising the date at the top of this Privacy Policy. In some cases, we may provide you with additional notice, such as adding a statement to the homepages of our websites or sending you an email notification. We encourage you to review this Privacy Policy whenever you access our Services to stay informed about our information practices and the ways you can help protect your privacy.

1. What Information Do We Collect?

A. Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, participate in interactive features of our Services, fill out a form, make a purchase, communicate with us via a third party social media site, sign up for a contest or sweepstakes, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, mailing address, phone number, job title, information about your school or organization, and any other information you choose to provide.

B. Information We Collect Automatically When You Use Our Services

When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of our Services, such as your Internet Protocol ("IP") address, the type of browser you use, the address of a referring website, and your activity with our Services.
- **Device Information:** We collect information about the computer or device you use to access our Services, including the operating system and version, and network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, and this may include sending cookies to your computer or device. Cookies are small data files that are stored on your hard drive or in device memory that help us recognize users who have visited the Services previously and retain certain information, such as customer preferences and history. We also may collect information using web beacons (also called "tracking pixels"). Web beacons are electronic images that may be used in our Services or emails to help deliver cookies, count visits, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon. For more information about cookies and how to disable them, please see clause 5 below.

C. Information We Collect from Other Sources

We may also obtain information from other sources, such as mailing list providers, and combine that information with information we collect through our Services.

2. How Do We Use the Information We Collect?

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Services;
- Provide and deliver information, products, or services you request, and send you related information, such as confirmations and invoices;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Respond to your comments, questions, and requests (such as your copyright permission requests) and provide customer service;
- Communicate with you about products or services offered by 7 Mindsets, and provide other information and news we think will be of interest to you;
- Monitor and analyze trends, usage, and activities in connection with our Services
- Process and deliver contest or sweepstakes entries or prizes; and
- Carry out any other purpose for which the information was collected.

7 Mindsets is based in the United States, and the information we collect is governed by U.S. law. By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S.

3. Collection of Personal Information about Children

The Services are intended for use by school educators and administrators. The 7 Mindsets Services are NOT intended to be used and accessed by children. 7 Mindsets does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for an event. If you are under 13, please do not attempt to register or send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age 13 may provide any personal information to 7 Mindsets. You should not be submitting any information about students or children while using the Services. If we learn that we have collected personal information from a child under the age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at info@7mindsets.com.

4. What Information Do We Share with Third Parties?

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation, or legal process, or as otherwise required by any applicable law, rule, or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property, and safety of 7 Mindsets and others;
- In connection with, or during negotiations of, any merger, sale of organizational assets, acquisition of all or part of our business to another organization, reorganization, or in any other situation where your information may be transferred as one of the assets of 7 Mindsets; and
- With your consent or at your direction.
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

5. How Do Our Services Interact with Third Party Services?

We may use certain trusted third-party companies and individuals to help us provide, analyze and improve the Services, including but not limited to, data storage, maintenance Sites, database management, web analytics, payment processing and improvement of the Services' features. These trusted third parties may have access to your personal information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. As of the date of this policy, we use Shopify, Inc., Amazon Web Services, MediaTemple, Google Analytics, and Pardot to provide some or all of these tasks. To learn more about the privacy policy of each of these third parties go to each of their websites.

6. What Steps Do We Take to Protect Your Information?

We take reasonable measures to help protect information about you from loss, theft, misuse, and unauthorized access, disclosure, alteration, or destruction.

A. Account Information

You may update, correct, or delete information about you at any time by logging into your online account, emailing us at info@7mindsets.com or contacting us by mail at the address provided below. If you wish to deactivate your account, please email us but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

B. Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Removing or rejecting browser cookies does not necessarily affect third party flash cookies used in connection with our Services. You may visit www.adobe.com/products/flashplayer/security for more information about deleting or disabling flash cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

C. Promotional Communications

You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

7. How Can You Obtain Additional Information?

If you have any questions or comments about this Privacy Policy, please email us through our website or at info@7mindsets.com, or contact us by mail at

7 Mindsets, LLC
60 King Road
Roswell, Georgia 30075



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

8/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1516476 7 MINDSETS ACADEMY, LLC 60 KING STREET ROSWELL GA 30075	INSURER A : The Continental Insurance Company		35289
	INSURER B : Trisura Specialty Insurance Company		16188
	INSURER C : Lloyds of London		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 19804930 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	7034014719	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7034014722	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	7034014753	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	CYBER	N	N	ATB-6736424-01	9/1/2022	9/1/2023	\$1,000,000
C	SEXUAL ABUSE/ MOLESTATION			W33ACB220101	10/20/2022	10/20/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

19804930
 SCHOOL BOARD OF CLAY COUNTY
 900 WALNUT STREET
 GREEN COVE SPRINGS FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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Staefe, Bertha <bertha.staefe@myoneclay.net>

Re: Data Share Agreement

1 message

IT Approved

Caren, Ethan <ethan.caren@myoneclay.net>

Thu, Aug 17, 2023 at 5:39 PM

To: Bertha Staefe <bertha.staefe@myoneclay.net>

Cc: Laura Fogarty <laura.fogarty@myoneclay.net>, "Mcdonald, Heather" <heather.mcdonald@myoneclay.net>

Hey Bertie,

Regarding 7 mindsets, this is one where they do not receive student data, so we don't need a DSA with them (we didn't have one before). In other respects, their privacy policy checks out. The videos and other technology that Teachers would share work on our network.

7 mindsets is approved by IT.

As we work through the changes in our processes of approval, we probably need a way to show approval for sites that don't require a DSA.

Let me know if you have any questions.

Ethan



Curriculum Approved

Staefe, Bertha <bertha.staefe@myoneclay.net>

Supplemental Material

1 message

Johnson, Cynthia <Cynthia.Johnson@myoneclay.net>

Fri, Aug 18, 2023 at 11:58 AM

To: Bertha Staefe <bertha.staefe@myoneclay.net>

Cc: Laura Fogarty <laura.fogarty@myoneclay.net>

Hi Bertie,

I spoke with Laura Fogarty, Suite 360 and 7 Mindsets are approved supplemental resources and have been added to the district's approved list on our website.

Thank you,
Cindy

Dr. Cynthia Johnson

Supervisor of Instructional Resources

Clay County District Schools

| phone 904-336-6911 | ext 66911

| web oneclay.net | email cynthia.johnson@myoneclay.net



This Email Is Not An Acceptable Offer And Does Not Evidence Any Intention By The Sender To Enter Into A Contract.



September 7, 2023 - Regular Board Meeting

Title

C12 - 2023-2024 School Health Services Agreement with Department of Health Clay

Description

This is an annual agreement between the Clay County District Schools and the State of Florida, the Department of Health, and the Clay County Health Department that ensures the commitment to the health and welfare of students in accordance with FS 381.0056. The State of Florida, Department of Health, and Clay County Health Department (DOH-Clay) will provide health services oversight and will perform annual school health service program reviews of all Clay County District Schools Health Services Programs. The DOH-Clay will also provide consultative and support services while ensuring that protocols for health services are under the medical direction of a licensed Florida physician functioning under the Administrator/Health Officer of the DOH-Clay. The Clay County District Schools will conduct annual health screenings and submit all data to the DOH-Clay and follow up with parents/guardians of students that do not pass a health screening. The Clay County District Schools and DOH-Clay will work collectively with the community to plan and coordinate School Health Wellness Advisory Council (SHWAC) as required by FS 381.0056.

Gap Analysis

This agreement will ensure that Clay County District Schools Health Services Programs adhere to all procedures and protocols set for by FS 381.0056.

Previous Outcomes

All Clay County District Schools Health Services Programs have had annual reviews conducted by DOH-Clay and have been provided consultative services to best meet the needs of all students.

Expected Outcomes

This agreement will provide clear responsibilities and support for mandated health services.

Strategic Plan Goal

N/A

Recommendation

Approve the 2023-2024 School Health Services Agreement as submitted.

Contact

Laura Fogarty, Director for Climate & Culture (904) 336-9641 laura.fogarty@myoneclay.net, Kristin Riebe, Coordinator of Nursing Services (904) 336-6884

Financial Impact

N/A

Review Comments

Attachments

[240031 Clay County Health Department - School Health Service Agreement.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240031**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
September - 2023
 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: *0801-2023*

Name of Contract Initiator: *Kristin Riebe* Telephone #: *904-336-884*

School/Dept Submitting Contract: *Climate & Culture* Cost Center # *9004*

Vendor Name: *DOH Clay*

Contract Title: *School Health Services Agreement*

Contract Type: New Renewal Amendment Extension Previous Year Contract # *230018*

Contract Term: *1 year* Renewal Option(s):

Contract Cost: *N/A*

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

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

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

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

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

____ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement **MUST BE** included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

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

____ Release and Hold Harmless (If Applicable)

RECEIVED
 AUG - 1 2 23
 PURCHASING

RECEIVED
 8/1/2023
 SBM

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <i>BTS</i>	<i>No Cost, Do Contract every year. Minor adjustments to this Contract and K. Riebe is aware of them.</i>
Review Date <i>8/3/2023</i>	
School Board Attorney <i>tb</i>	
Review Date <i>8/18/23</i>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: <i>8.21.23</i>

**School Health Services Agreement
between The
State of Florida, Department of Health,
Clay County Health Department
And The
School Board of Clay County, Florida**

This AGREEMENT is between the STATE OF FLORIDA, DEPARTMENT OF HEALTH, CLAY COUNTY HEALTH DEPARTMENT, hereinafter referred to as "DOH-CLAY," 1845 Town Center Boulevard, Suite 400, Fleming Island, Florida, and THE SCHOOL BOARD OF CLAY COUNTY, Florida, hereinafter referred to as the "SCHOOL BOARD," 900 Walnut Street, Green Cove Springs, Florida, as the governmental agency with jurisdiction over all Clay County District Schools.

The purpose of this Agreement is to establish the terms and conditions under which the DOH-CLAY and the SCHOOL BOARD shall deliver or perform the following school health services for the 2023 - 2024 school year.

The term of this Agreement shall begin on the 1st day of July 2023 and shall end on the 30th day of June 2024.

The DOH-CLAY shall deliver the following services under this Agreement:

- a) The DOH-CLAY will provide school health services oversight. Oversight shall be defined as monitoring the compliance of the School Health Services Plan.
- b) The DOH-CLAY will provide education relating to the School Health Services Program, as requested, and as jointly determined by DOH-CLAY and the SCHOOL BOARD.
- c) The DOH-CLAY will perform annual school health services program reviews of all Clay County Public School Health Services Programs and share the results on the School Health Services Program Review Tool with the principal, the Technical Services Manager, and the Coordinator of Nursing Services. All schools will receive a review in the fall (see Fall School Health Services Program Review Tool Exhibit II, III & IV) and the primary schools will receive another review in the spring (see Spring School Health Services Program Review Tool Exhibit V) on the mass health screening performance measures.
 - 1) If opportunities for improvement are identified, a process improvement plan will be requested from the school. Process improvement plans (PIPs) will be completed by the SCHOOL BOARD for all identified deficiencies and returned to DOH-CLAY within 15 business days of the receipt of the noted deficiencies. A second review and / or follow-up will be conducted by the DOH-CLAY, within 15 business days of the receipt of the performance improvement plan if deficiencies are noted.
 - 2) In the absence of a school-based health room nurse, (LPN or RN) a SCHOOL BOARD district nurse will be present during the duration of the school health

services program reviews, which includes a records review for school entry health requirements during the fall review.

- d) The DOH-CLAY will provide consultative and support services to SCHOOL BOARD health room personnel. Support services shall include:
- 1) Scheduled and unscheduled periodic in-person and/or virtual visits by the DOH-CLAY nurses to meet with records and health room personnel.
 - a. DOH-CLAY will complete one of three focus visit tools during the health room visits as determined by the outcomes of previous health room reviews (see Exhibit VI, VII & VIII).
 - b. DOH-CLAY school visits will be scheduled as follows:
 - i. Schools with licensed nurse will be visited a minimum of every other month.
 - ii. Schools with an UAP will be visited a minimum of monthly. This includes temporary UAP assignments.
 - 2) In-person and/or virtual record audits via the school district database(s) for compliance with school health entry and records requirements. If virtual records are requested, the SCHOOL BOARD will send all requested documents to DOH-CLAY within 10 business days of the request. In the absence of the records personnel, the principal will designate another SCHOOL BOARD employee to fulfill the obligation.
 - 3) Communicate with the principal, the Technical Services Manager and Coordinator of Nursing Services on the status of record audits.
 - 4) Upon request, and as identified through DOH-CLAY activities, DOH-CLAY will assist school personnel to identify the physical, social, and emotional needs of students.
- e) The DOH-CLAY will provide evidence-based protocols for health services under the medical direction of a licensed Florida physician functioning under the Administrator/Health Officer of the DOH-CLAY.
- f) The DOH-CLAY will provide up to four (4) hours of monthly group orientation to new school health room licensed nurses, new unlicensed assistive personnel (UAP), and new school health room substitutes. Current school health room staff are welcome to attend if a refresher or update is needed. CCDS will notify DOH-Clay of attendees scheduled to attend within 3 business days of the scheduled orientation class. The training will be held at: The Florida Department of Health in Clay County, 1845 Town Center Blvd. Building 400, Suite 465, Fleming Island, Florida, 32003.

- g) The DOH-CLAY will provide a group monthly virtual orientation class on school entry health requirements to new records personnel and current records personnel, if a refresher is needed.
- h) The DOH-CLAY will assure that DOH-CLAY nurses have documented knowledge of pediatrics and growth and developmental training.
- i) The DOH-CLAY will assure that a DOH-CLAY nurse is assigned to each Clay County District School to provide school health services oversight, that includes consultative and support services.
- j) The DOH-CLAY will notify the SCHOOL BOARD within 5 business days of any school health assignment or personnel changes.
- k) The DOH-CLAY will assure that DOH-CLAY staff adhere to all applicable confidentiality laws, both federal and state, governing school and health records.
- l) The DOH-CLAY will assure that their staff meets Level 2 background screening as required by s.1012.465, F.S. and pursuant to Chapter 435, F.S.
- m) The DOH-CLAY will assure that DOH-CLAY nurses work according to the Florida Nurse Practice Act and be licensed as a RN in accordance with Chapter 464, Florida Statutes (F.S.).
- n) The DOH-CLAY will be responsible for the supervision of DOH-CLAY nurses and/or agents assigned to provide services under this Agreement.

The DOH-CLAY and the SCHOOL BOARD shall jointly deliver the following services under this Agreement:

- a) The SCHOOL BOARD will complete student health screenings as per current Florida law and administrative code, s. 381.0056 F.S. and rule 64F-6.003 F.A.C. unless:
 - i. the parent/guardian actively opted them out,
 - ii. the student is unable to be screened due to profound disability or illness
 - iii. the student is currently in treatment for a disease or condition related to the health screening.
- 1) The SCHOOL BOARD will notify DOH-CLAY when screening assistance is requested.

The request will include:

 - a. all schools conducting screenings
 - b. dates of screening

- c. time start and time end of screening
 - d. Identification of schools requesting assistance
 - e. type of assistance requested
 - i. volunteer training
 - ii. manning at a screening station
 - iii. managing student flow.
- 2) The request is submitted via email on the Mass Health Screening Assistance Request Tracker 2023-2024 (see Exhibit IX) to DOH-Clay by September 8, 2023, to the School Health Coordinator. DOH-CLAY will assist with screening, between September 18, 2023, and October 13, 2023, as available. The SCHOOL BOARD will notify DOH-CLAY within 24 hours of the scheduled screening, if the SCHOOL BOARD determines that DOH-CLAY screening assistance is no longer needed. DOH assistance may include RN to BSN nursing students in a clinical rotation with DOH-CLAY. The SCHOOL BOARD will be notified by DOH-CLAY of available assistance within 5 business days of receipt of screening assistance request.
 - 3) The SCHOOL BOARD will provide one SCHOOL BOARD nurse (with no other assigned duties) for the duration of the screening, as well as other staff and volunteers, to ensure the appropriate number of qualified personnel are available to conduct each screening session. DOH-CLAY cannot support the screening unless the required one SCHOOL BOARD nurse and sufficient volunteers are on site for the event.
 - 4) The SCHOOL BOARD agree to reschedule the screening, if the predetermined appropriate number of qualified personnel (staff and volunteers) needed for the screening is not available.
 - 5) The SCHOOL BOARD will complete screenings, and all rescreens, by November 17, 2023. Screening timelines and responsibilities are to be met by the SCHOOL BOARD.
 - 6) The SCHOOL BOARD will input screening results into the School District Database System and provide manual counts of the mass health screenings on the Mass Health Screening Results template to DOH by December 1, 2023.
 - 7) The DOH-CLAY will input initial screening data into the Department of Health (DOH), Health Management System (HMS) by January 12, 2024.
 - 8) The SCHOOL BOARD will provide the results of the student mandated health screenings to parents/guardians by December 20, 2023. As per s. 381.0056, F.S., this notification letter includes referral information for the

parents/guardian of students who are outside the limits for a health screening and require a referral. This will be considered the first attempt to contact.

- 9) The SCHOOL BOARD will forward initial screening outcomes to the DOH-CLAY by January 19, 2024, from the responses of the health screening results, for those students who are outside the limits of a health screening and require a referral.
 - 10) The DOH-CLAY will create a follow-up letter, to reach the parents/guardian of the students who are outside the limits of a health screening, require a referral (BMI, Hearing, Vision, Scoliosis), and parents/guardian have not responded to the 1st attempt to contact initiated by the SCHOOL BOARD. These letters will be sent electronically to the SCHOOL BOARD for distribution to the parents/guardian. DOH-CLAY will forward the letters to the SCHOOL BOARD for distribution by February 12, 2024. This will be considered the second attempt to contact.
 - 11) The SCHOOL BOARD will forward the final screening outcomes to the DOH-CLAY by March 22, 2024, from the responses of the initial notification letter, from the SCHOOL BOARD and or follow-up letter from DOH-CLAY, for those students who are outside the limits of their health screening and require a referral. The SCHOOL BOARD will document follow-up, parental non-response to referral, refusal to follow-up and/or student withdrawal from school.
 - 12) The DOH-CLAY will input all screening outcomes into HMS by June 21, 2024.
 - 13) The SCHOOL BOARD will conduct vision and hearing screenings for ESE students and students entering Florida schools for the first time in grades KG through 5th grade as per F.A.C. 64F-6.003.
 - 14) The SCHOOL BOARD will ensure that all students who are referred to the state contracted vision service provider have a signed parental consent form that includes permission for a comprehensive eye exam which may include refraction and dilation.
 - 15) The SCHOOL BOARD will ensure that before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, it will provide the questionnaire or health screening form to the parent and obtain the permission of the parent.
- b) The DOH-CLAY and the SCHOOL BOARD will jointly develop the agenda and provide an annual School Health Services Program update training prior to the start of the school year.
- 1) The SCHOOL BOARD will assure attendance of all school health room personnel, school health room relief personnel, school health room substitutes, ESE nurses and the Coordinator of Nursing Services.

- 2) The DOH-CLAY will assure attendance of all DOH-CLAY school nurses and the School Health Coordinator.
- c) The DOH-CLAY and the SCHOOL BOARD will review the School Health Services Plan every year and amend it, as needed. The DOH-CLAY and the SCHOOL BOARD will update the School Health Services Plan every two (2) years as required by s. 381.0056 F.S. and Florida School Health Administrative Resource Manual (2021), Chapter 1. The plan will be updated and ready for signatures by August 1st of the year it is due. The DOH-CLAY will submit the School Health Services Plan to the School Health Program Office in Tallahassee by September 15th, of the year it is due. The next plan is due in 2024.
- d) On or before the 5th day of each month during the school calendar year, the SCHOOL BOARD (including all charter schools), will submit to the DOH-CLAY via email, the prior month's school health services data for the following reports:
 - 1) Yearly Health Room Activity Log
 - 2) Monthly Outcome Disposition Report
 - 3) Monthly Screening Statistics
 - 4) Health Education Classes Taught in Basic, Full Service and Comprehensive Schools

The schools that have an Exceptional Student Education (ESE) Health Room and a regular health room will submit via email, one combined report to DOH-CLAY.

- e) The DOH-CLAY will input the previous month's school health services data in the state's health management reporting system (HMS) by the 15th of the following month.
- f) The DOH-CLAY and the SCHOOL BOARD will act collectively, with the community, to advise the school district on aspects of a Coordinated School Health approach. The DOH-CLAY and SCHOOL BOARD will work collaboratively in the coordinating and planning of the School Health Wellness Advisory Council (SHWAC) meetings as required by s. 381.0056, F.S., Florida School Health Administrative Resource Manual (2021) Chapter 1, and SHWAC Bylaws.
 - 1) The SHWAC will hold quarterly meetings.
 - 2) The SCHOOL BOARD shall appoint one of its members to serve as the liaison to the SHWAC, as per the SHWAC Bylaws.
 - 3) Staff support to the SHWAC shall be provided by the SCHOOL BOARD and other SCHOOL BOARD Staff, as needed, as per the SHWAC Bylaws.
- g) The DOH-CLAY and the SCHOOL BOARD will review the Clay County School Health Services Manual every two (2) years and update it, as needed.
 - 1) The DOH-CLAY will present updates to the SCHOOL BOARD by July 1st, the year it is due (next year due is 2023).

- 2) The SCHOOL BOARD will present documentation to the DOH-CLAY that the School Health Services Manual was approved by August 15th, the year it is due.
 - 3) The SCHOOL BOARD will continue to utilize a published reference to guide school health practices and procedures as recommended by DOH-CLAY and with agreement from SCHOOL BOARD. This resource will be updated, as needed, to the most current edition. The recommended reference for SY 2023-2024 is School Nursing - A Comprehensive Text by Selekman, Shannon & Yonkatis, 3rd edition. One copy will be purchased for each health room and ESE health room.
 - 4) The SCHOOL BOARD will be given the recommendation to purchase Managing Childhood Infectious Diseases in Child Care and Schools a Quick Reference Guide 6th Edition by Timothy R. Shope and Andrew N. Hashikawa. The SCHOOL BOARD can utilize this published reference on childhood diseases and treatments to guide school health practices.
 - 5) The SCHOOL BOARD will utilize Emergency Guidelines for Schools, 2019 Florida Edition. These Emergency Guidelines will serve as basic what-to-do-in-an-emergency information, for school staff without nursing or medical training when the school nurse is not available. These are the recommended procedures.
 - 6) See Exhibit I for additional recommended evidence-based practice resources for the school health services program.
- h) The SCHOOL BOARD will create and update all required forms for the School Health Services Program on an annual basis and/or, as needed. The DOH-CLAY can provide consultative support, as needed for content review. The SCHOOL BOARD will allow DOH-CLAY twenty (20) business days for review. DOH-Clay will be the 2nd reviewer. The SCHOOL BOARD will inform DOH-CLAY of any changes to the forms. DOH-CLAY will be notified 5 business days prior to implementation of any revised or new forms. The SCHOOL BOARD forms will only have the SCHOOL BOARD logo and name on the forms.
 - i) The DOH-CLAY and the SCHOOL BOARD will follow all the evidence-based protocols, guidelines and procedures outlined in the Clay County School Health Services Manual.
 - j) The SCHOOL BOARD will prepare Individual Plans of Care, Emergency Action Plans and Child Specific Training, immediately, upon entry or upon identified need. Identified need is defined as when the medication and or MMP is received.
 - k) The SCHOOL BOARD will provide Child-specific training and periodic follow-up monitoring of unlicensed assistive personnel as determined by the nursing process as specified in section 1006.062, Florida Statutes and Florida Administrative Code, Chapter 64B9-14.
 - l) The SCHOOL BOARD charter schools will need to provide their own RN for school health services or enter into a contractual agreement with DOH for fee for service.

- m) The SCHOOL BOARD will provide medication administration training and medication skills verification for unlicensed staff administering medications. Per Florida Statute 1006.062 UAPs are permitted to administer prescribed medication at school, provided appropriate training has taken place.
- n) The DOH-CLAY and the SCHOOL BOARD will comply with the Florida School Health Administrative Resource Manual (2021).
- o) The SCHOOL BOARD will work collaboratively with the DOH-CLAY to collect the data for the Annual School Health Report. If the data collected below is modified by Central Office, mid-year, required data will be submitted to DOH-CLAY by the SCHOOL BOARD. The following data will be forwarded to the DOH-CLAY by the SCHOOL BOARD by June 30, 2024:
 - 1) School District Contact Information
 - 2) Overview of Schools and Students
 - 3) Types of Health Conditions
 - 4) Number of Students Needing Medication and/or Procedures
 - 5) Disposition of Health Room/Clinic Visits
 - 6) Student Referrals
 - 7) Health Education Classes Provided by Basic, Comprehensive and Full-Service Schools
 - 8) Agencies that Provide In-Kind Services at Local Schools
 - 9) Schools with Any Health Staff On-Site Full-Time
 - 10) Schools with a Registered Nurse On-Site Full-Time
 - 11) Community / Public-Private Partners Providing Staff or Funds for the Partner Staff
 - 12) School Health Staffing
 - 13) School District Expenditures for School Health Services and Health Education
 - 14) Community and Public-Private Partner Expenditures for School Health Services and Health Education
 - 15) Accomplishments and Challenges
 - 16) Medications Administered to Students & Health Procedures Performed (obtained from health room personnel)
 - 17) Number of Care Plans Written by Condition (obtained from health room personnel)
- p) The DOH-CLAY will compile the data collected from the SCHOOL BOARD and will complete the Annual School Health Report for 2022-2023 school year and submit to School Health Program Office in Tallahassee by August 15, 2023.

The SCHOOL BOARD shall deliver the following services under this Agreement:

- a) The SCHOOL BOARD will notify DOH-CLAY within 5 business days of any school health assignment or personnel changes.
- b) The SCHOOL BOARD will exercise control over the administrative aspects of the School Health Services Program to ensure that the delivery of health services is coordinated with and supportive of the primary role of the school system - the

education of the child.

- c) The SCHOOL BOARD will ensure that each public school within the district has a minimum of one licensed nurse (i.e., RN, LPN) to provide basic school health services. DOH-CLAY recommends one professional nurse (RN) in each school health room, including the charter schools.
- d) The SCHOOL BOARD will ensure all new school health room licensed nurses, new unlicensed assistive personnel (UAP), and new school health room substitutes attend the DOH-CLAY four (4) hour monthly group orientation.
- e) The SCHOOL BOARD will ensure all new records personnel attend the group monthly virtual orientation class on school health entry requirements.
- f) The SCHOOL BOARD will ensure that all persons staffing the health room and at least two (2) school staff members, excluding health room personnel, are currently certified by a nationally recognized certifying agency to provide first aid and cardiopulmonary resuscitation (CPR) as required by Chapter 64F-6.004, F.A.C. and Florida School Health Administrative Resource Manual (2021), Chapter 9.
- g) The SCHOOL BOARD will ensure that at least two (2) school staff members, excluding health room personnel, are trained in the administration of medication and provision of medical services as required by s. 1006.062, F.S. and Chapter 64F-6.004, F.A.C. Such staff members will serve as health room relief/ unlicensed assistive personnel (UAP).
- h) Only SCHOOL BOARD licensed and/or trained health room personnel will accept / receive medication. Upon receiving the medication, a Medication Administration Record (MAR) and Parent Authorization for the Administration of Medication (PAAM) will be completed.
- i) The SCHOOL BOARD will provide high level of security for controlled / scheduled medication.
 - 1) The SCHOOL BOARD will ensure all student specific controlled / scheduled substances received from the parent / guardian, are to be counted, and immediately secured. This extra level of security will be maintained throughout the day.
 - 2) The SCHOOL BOARD will ensure controlled or scheduled substances are to be kept under additional security (double locked cabinet) with two different keys that are stored separately.
 - 3) The SCHOOL BOARD will ensure the double locked cabinets will be securely mounted to a solid surface; cabinets will have solid doors to prevent breaking and ensure privacy. The storage unit will not be easily lifted or removed. The bare minimum standard would be in a locked cabinet / drawer.

- 4) The SCHOOL BOARD will limit access of controlled and scheduled medications to school health room personnel.
- 5) The SCHOOL BOARD will maintain a record for audit and safety purposes of any doses used and the amount of the controlled / scheduled medication received and released back to the parent / guardian.
 - i. Controlled / scheduled medication is counted / documented upon receipt and with each dose administered.
 - ii. Controlled / scheduled medication counts by two school staff/personnel will be conducted and documented weekly. Best practice recommendation will be given for one of the two personnel to be a licensed healthcare professional.
 - iii. Controlled / scheduled medication is counted / documented upon returning unused or expired doses to the parent / guardian.
 - iv. Controlled / scheduled medication that is discarded at the end of the school year (or student transfers out and medication is left behind) must be witnessed by two personnel with one being a licensed school nurse.
- j) The SCHOOL BOARD will update annually, each student's emergency information card, as required by Florida Administrative Code 64F-6.004 Meeting Emergency Health Needs and Florida School Health Administrative Resource Manual (2021), Chapter 9. Per the School Health Services Program Scope of Work, each student will have an emergency information form for the current school year, and it will be accessible to the health room staff as early in the school year as possible. Ensure or send student emergency information cards or forms, in writing or electronically, to parents and guardians throughout the school year. As per the Scope of Work, collect 45 percent of the completed student emergency information cards or forms by September 30 of each school year and 95 percent of the completed student emergency information cards or forms by December 31 of each school year. Ensure that emergency information cards or forms are updated by parents or guardians for each student annually and list the contact person, family physician, allergies, significant health history, and permission for emergency care for the student.
- k) It is the responsibility of the SCHOOL BOARD principals to assure that all students produce evidence of immunizations and school health entry exams and other health records which are required for admittance to Florida public schools, as required by s. 1003.22 F.S. and Florida School Health Administrative Resource Manual (2021), Chapter 11. The SCHOOL BOARD will follow-up with parents of students out of compliance to assure school entry requirements are satisfied. SCHOOL BOARD agrees to enforce noncompliance and exclusion for students who do not have the required documentation. All records personnel and health room personnel will be

registered with Florida SHOTS for access to DOH Form 680.

- l) The SCHOOL BOARD will notify (written/electronic) parents or guardians, within 30 calendar days of the start of the school year that their children, who are students, each of the health services that will be offered at their student's school, as provided for in the local School Health Services Plan. This information includes the ability for the parents/guardian to withhold consent or decline any specific service by completing an opt-out/ opt-in form for school health services.
- m) The SCHOOL BOARD will assure adequate physical facilities, health room supplies, office supplies, and equipment for school health services are available at each school as defined in State Requirements for Educational Facilities, s. 381.0056(5)(b), F.S., and Chapter 64F-6.004, F.A.C.
- n) The SCHOOL BOARD conducts Individualized Education Plan (IEP) and 504 plan meetings. If a RN is requested at a given meeting, the SCHOOL BOARD will provide a school district registered school nurse.
- o) The SCHOOL BOARD will review student health records for five percent of students by September 30, forty five percent of students by December 31, and ninety percent of students by March 31 to ensure students have all required school health entry requirements.
- p) The SCHOOL BOARD will assure that SCHOOL BOARD nurses work within the scope of their practice, according to the Florida Nurse Practice Act and be licensed as a RN or LPN in accordance with Florida Statute 464.
- q) The SCHOOL BOARD shall include health education as part of the comprehensive plan for the school district as per s 381.0056, F.S.
- r) The SCHOOL BOARD will maintain the following documentation and information, either in written or electronic format, in accordance with section 1002.22, Florida Statutes, Florida Administrative Code Rule 64F-6.005, the Family Educational Rights and Privacy Act, and HIPAA:
 - 1) Cumulative health record for each student, which contains:
 - i. Florida Certificate of Immunization (Form DH 680) or Part A, Part B, or DH 681 exemption.
 - ii. School Entry Health Exam form (DH3040-CHP-7/2013) or other form as specified in section 1003.22, Florida Statutes and Florida Administrative Code Rule 6A-6.0024; and
 - iii. Documentation of screenings, results, referrals, follow-up attempts and outcomes.
 - 2) Individualized Health Plan (IHP) and Emergency Action Plan for each student as applicable. IHP: A coordinated plan of care developed by a RN in accordance with section 464.003, Florida Statutes and Chapters 6A-6.0251,

64A-6.0252, and 6A-6.0253, Florida Administrative Code. The IHP is child-specific and includes a written format for nursing assessment (health status, risks, concerns, and strengths), nursing diagnosis, interventions, delegation, expected outcomes, goals to meet the health care needs of a student with an acute or chronic health condition and to protect the safety of all students from the misuse or abuse of medications, supplies, and equipment.

- 3) Medication Administration Records: A clinical record developed by the RN which details each occurrence of medication assistance to a student. An individualized record must be maintained for each student needing medication, treatment, or a health procedure.
 - 4) Documentation of medical procedures and treatments.
 - 5) Clinic log used daily to record, at a minimum, student identifiers, chief complaints, dates, times of arrival and departure, person on duty, and outcome disposition of the student.
 - 6) Child-specific training and periodic follow-up monitoring of unlicensed assistive personnel as determined by the nursing process as specified in section 1006.062(4), Florida Statutes and Florida Administrative Code, Chapter 64B9-14.
- s) The SCHOOL BOARD will ensure or provide Basic School Health Services to all students in all public schools in county in accordance with section 381.0056, Florida Statutes. At a minimum, provide the following Basic School Health Services, unless the student has a parent or guardian opt-out form or other written exemption, is not able to be screened due to profound disability, or is currently in treatment for the condition:
- 1) Vision Screenings
 - 2) Hearing Screenings
 - 3) Scoliosis Screenings
 - 4) Growth and Development Screenings
 - 5) Refer all students who are outside the limits for a health screening and require a referral to the appropriate health care providers for further evaluation and treatment within 45 days of receiving the screening results. Document all referrals made in the student cumulative health record.
 - 6) Confirm that all students referred to state contracted vision service providers have a signed parent or guardian consent form that includes permission for a Comprehensive Eye Exam, which may involve refraction and dilation.
 - 7) Provide students who are pregnant with information on assistance, counseling, education, prenatal care, and the Healthy Start Program as needed.

- 8) Provide additional Basic School Health Services as specified in the current School Health Services Plan.

The DOH-CLAY and the SCHOOL BOARD further jointly agree:

- a) Confidentiality. The DOH-CLAY and SCHOOL BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations, and policies. The DOH-CLAY shall only be entitled to receive records and information from the SCHOOL BOARD which can be lawfully made available to DOH-CLAY, and the DOH-CLAY shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCHOOL BOARD and which is necessary for the DOH-CLAY to deliver the services required hereunder. For this Agreement, the DOH-CLAY staff must have access to paper and electronic records pertaining to or supporting the delivery of school health services to include but not necessarily be limited to the Cumulative Health Record of each student, names of students involved in Free and Reduced Lunch Program, and students enrolled in Medicaid.
- b) Independent Agents. No relationship of employer/employee, principal agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
- c) Insurance/Indemnification. Each party shall be responsible for the liabilities of their respective agents, servants and employees. The SCHOOL BOARD and the DOH-CLAY are self-insured, and their agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.
- d) Modification. This Agreement may be modified from time to time but only in writing and by mutual consent of the parties hereto.
- e) Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, The SCHOOL BOARD hereby authorizes its Superintendent of Schools or designee to work with the Administrator/Health Officer of the DOH-CLAY to resolve any such disputes. If the Superintendent of Schools or designee and the Administrator/Health Officer are unable to resolve the dispute, the matter shall be referred to the SCHOOL BOARD, who may elect to terminate the agreement with appropriate notice to the DOH-CLAY, as provided below.
- f) Termination. This Agreement may be terminated, by either party, with or without cause, upon thirty (30) days written notice to the other.
- g) The contact person for each party are as follows:

For DOH-CLAY:
Jacqueline Copeland, BSN, RN, NCSN, CPH
Senior Community Health Nursing Supervisor/
School Health Coordinator
Florida Department of Health in Clay County
1845 Town Center Boulevard, Suite 405
Fleming Island, FL 32003
(904) 529-2870

For SCHOOL BOARD:
Kristin Riebe, BAS, RN, LNC
Coordinator of Nursing Services
Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32054
(904) 336-6884

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year indicated below.

STATE OF FLORIDA, DEPARTMENT OF HEALTH
CLAY COUNTY HEALTH DEPARTMENT

Heather Huffman, MS, RDN, LD/N, IBCLC
Administrator

Date

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Ashley Gilhousen
Board Chair

Date

Exhibit I

RECOMMENDED EVIDENCE-BASED PRACTICE RESOURCES FOR THE SCHOOL HEALTH SERVICES PROGRAM

Title	Author	Edition	Sources	Cost
Lippincott: Manual of Nursing Practice	Sandra M. Nettina, MSN, ANP-BC	11 th Edition	Amazon.com Barnesandnoble.com	\$103.49 \$114.99
School Nurse Resource Manual: Evidence Based Guide to Practice	Vicki Talliaferro, BSN, RN, NCSN Cheryl Resha, EdD, MSN, RN, FNASN	10 th Edition	Amazon.com Barnesandnoble.com Schoolnurse.com	\$86.78 \$97.00 \$47.00 (thumb drive) \$89.00
Wong's Essentials of Pediatric Nursing	Marilyn Hockenberry, PhD, RN, PPCNPBC, FAAC Cheryl Rodgers, PhD, RN, CPNP, CPON, David Wilson, MS, RNC-NIC	11 th Edition	Amazon.com Schoolnursesupply.com	\$99.99 \$95.95
Managing Infections Diseases in Child Care and Schools: A Quick Reference Guide (By AAP)	Timothy R. Shope, MD, MPH, FAAP Andrew N. Hashikawa, MD, MS, FAAP,	6 th Edition	Amazon.com Macgill.com Walmart.com	\$62.95 \$72.50 \$62.95
Managing Chronic Health Needs in Child Care and Schools: A Quick Reference Guide (By AAP)	Elaine A. Donoghue, MD, FAAP, Colleen A. Kraft, MD, MBA, FAAP	2 nd Edition	Amazon.com Schoolnursesupply.com Barnesandnoble.com	\$76.25 \$67.50 \$59.95
Advanced Pediatric Assessment	Ellen M. Chiocca, PhD, CPNP, RNC-NIC	3 rd Edition	Amazon.com Springerpub.com Barnesandnoble.com	\$60.51 \$105.00 \$105.00
School Nursing Scope and Standards of Practice	American Nurses Association and National Association of School Nurses	4 th Edition	Schoolnursesupply.com nasn.org	\$42.00 \$27.50 member

Exhibit II

EXAMPLE OF FALL SCHOOL HEALTH SERVICES PROGRAM REVIEW 2022-2023 SY

School Health Services Program Review				
Fall 2022				
Basic	<input type="checkbox"/>	School	Choose a School	Reviewer
CSHSP	<input type="checkbox"/>	Principal		Date
FSS	<input type="checkbox"/>	# of Students		School Nurse(s)
Charter	<input type="checkbox"/>			Records Secretary
ADMINISTRATIVE ISSUES				
	Yes	No	N/A	
1. Daily Health Room Activity log (paper or can produce electronic copy) utilized with the student name, date, time (in/out), reason for health room visit, health room staff on duty, disposition, etc. Paper health room log concealed to protect student confidentiality				
2. School has adequate physical facilities for health room (reception, office, storage, toilet room with hot and cold water if built after 1994, bed space, space for confidential consultation)				
3. Current copies of the School Nursing A Comprehensive Text (Third Edition), School Health Services Manual, School Health Administrative Resource Manual (Revised 2021), Emergency Guidelines for Schools (2019 Florida Edition), and the Managing Childhood Infectious Diseases In Child Care and Schools a Quick Reference Guide (5th Edition) kept in the health room (electronic or hard copy)				
4. Monthly Reports submitted to Florida Department of Health In Clay County (DOH-Clay) by the 5 th of the following month and evaluated throughout the school year				
5. All health room visits should be documented on the approved CCDS electronic student database. The CCDS Health Room Student Visit Record available as a backup and for health room refer staff who do not have computer access				
MEDICATION ADMINISTRATION (s. 1008.062, Ch. 64B-14, F.A.C. c. 1008.0626)				
6. Annual medication training and annual skills checklist completed and documented for all health room refer staff and/or Unlicensed Assistive Personnel (UAPs) prior to administering prescribed medications				
7. Documentation of child-specific training (CST) for Unlicensed Assistive Personnel (UAPs) completed by a Registered Nurse (RN)				
8. Medications (non-controlled/non-scheduled) in a locked container; if needing refrigeration, must be in locking storage container or locked refrigerator				
9. Prescription medications in pharmacy-labeled container, unexpired. If the prescription label discard date states "see manufacturer's expiration date", follow the manufacturer's date. Sample medications labeled by the healthcare provider with the student's name, dosage, frequency of administration, and healthcare provider's name				
10. All over the counter (OTC) medications have healthcare provider's order, labeled with student's name, and unexpired				
11. One method of documenting medication administration. Medication Administration Record (MAR) and Parental Authorization for Administration of Medicine (PAAM) filled out completely, medication signed off when given. RN signature on the MAR as soon as possible, no later than 30 days				
12. Documentation of coughing medication (inhal and refills) when received				

Exhibit III

EXAMPLE OF FALL SCHOOL HEALTH SERVICES PROGRAM REVIEW 2022-2023 SY

13. Medication treatment/variance form and procedures; notifies appropriate personnel per protocol			
14. A daily list of students who receive medications must be available. At the minimum, the list should include the student's name, grade, time of medication administration, and name of medication			
15. All discontinued and expired medications must be returned to the parent/guardian or disposed of per the School Health Services Manual. If expired or discontinued medication is present, it must be quarantined from usable medication.			
16. Refrigerator temperature log completed daily; refrigerator temperature range between 35°-45°F; if food items are present, must be for medical purposes only			
17. Controlled or scheduled substances are additionally secured (double locked). The bare minimum standard would be in a locked container (lock box or locking bag) and then in a locked cabinet/drawers. Access to controlled and scheduled substances is restricted to specific school personnel. Controlled or scheduled substances counted upon receipt and once per week by 2 persons, with at least one person being a licensed individual			
18. Overdose prevention, medication administration training, and a skills competence checklist completed annually by nursing staff and UAPs in the administration of Naloxone			
19. Seizure training completed and documented for nursing staff, UAPs, and any employee whose regular duties include contact with a student who has an individualized seizure action plan (ISAP), which includes the recognition of symptoms and care of students with epilepsy and seizure disorders			
20. Medical Emergency Plan with names/phone number of persons certified in First Aid, CPR, and AED use posted in health room and throughout school			
21. Copies of current First Aid/CPR certification of all back-up and health room staff available in the health room			
22. First aid kit, first aid supplies, AED and AED supplies are easily accessible, unexpired, and from current approved health room supplies list			
23. Quarterly check of AED performed; AED checklist faxed to Health Services on the second Monday of September and at the end of the school year			
SCREENINGS (CH 64F-6.003, F.A.C.)			
Elementary Schools: Mandated health screening criteria will be evaluated after 3/20/2023.			
24. Health room staff screen students (KG - 5) that are new to Florida schools, ESE and teacher requests			

Exhibit IV

EXAMPLE OF FALL SCHOOL HEALTH SERVICES PROGRAM REVIEW 2022-2023 SY

HEALTH CONDITIONS (s. 381.0056, F.S.; s. 1002.20, F.S.; s. 1006.062, F.S.; Ch. 6A-6.0251, F.A.C.)			
25. Medical Management Plans (MMPs) and/or physician procedure orders are available on all students with chronic health conditions. Parent/guardian signature available on all MMPs			
26. Individual Health Care Plans (IHCP) and Emergency Action Plans (EAP) are in place for students with chronic health conditions			
HEALTH ROOM PERSONNEL (s. 1008.062, F.S.; Ch. 64B9-14, F.A.C.)			
27. The school principal designates at least 2 health room relief staff (document the names)			
28. Substitute folder available with the following forms: CCQS Health Room Student Visit Record, Daily Health Room Activity Logs, MAR/PAM, list of students receiving daily medications, medication/treatment variance forms, and a completed Substitute Health Room Worksheet			
SCHOOL HEALTH RECORD REVIEW (s. 1002.22, F.S.; s. 1003.22, F.S.; s. 381.003 (5), F.S.; s. 1014.06, F.S.; Ch. 6A-6.024, F.A.C.; Ch. 84F-8, F.A.C.)			
29. Immunization compliance is met by proof of Florida Certification of Immunization (DH 680 or DH 681 Form). 680s/681s issued after 6/1/2022 must be electronically certified in FL SHOTS			
30. Physical exam compliance is met by proof of a School Entry Health Exam (DH 3040), Sports Physical, or an out-of-state physical exam that meets acceptable criteria			
31. Screening documentation available (unless out-of-county or out-of-state transfer)			
32. Emergency information (written or electronic) available for each student by September 30th of each school year			
33. Consent Form for Care available for each student (3 health room visits and 2 daily medications from the previous day's daily health room activity log)			
34. All records personnel and health room personnel are registered with Florida SHOTS for access to DOH Form 680 (Document names of those who have access)			
35. Records requested for virtual audits are sent to the Florida Department of Health in Clay County (DOH-Clay) within 10 business days			
FEDERAL REGULATIONS: Section 363 of the Public Health Services Act (42 U.S.C. 263a)			
36. Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver available in the health room			

Revised 10/10/22

School Health Services Program, F

Exhibit V

EXAMPLE OF SPRING SCHOOL HEALTH SERVICES PROGRAM REVIEW 2022-2023 SY

School Health Services Program Review						
Spring 2023 - Mandated Health Screenings (Elementary Schools)						
Basic	<input type="checkbox"/>	School		Reviewer		
CSHSP	<input type="checkbox"/>	Principal		Date		
FSS	<input type="checkbox"/>	# of Students		School Nurse(s)		
Charter	<input type="checkbox"/>			Records Secretary		
SCREENINGS (CH 64F-6.003 F.A.C.)				Yes	No	N/A
37. Mass health screening guidelines followed. District school nurse present during the screening						
38. Mass health screenings and all rescreenings completed by November 18, 2022						
39. Manual counts of the mass health screening results are sent to DOH-Clay and entered in the CCDS database by December 2, 2022						
40. Student mass health screening results distributed to parents/guardians by December 21, 2022						
41. School nurse forwards initial mass health screening outcomes to DOH-CLAY by January 17, 2023						
42. School nurse forwards final mass health screening outcomes to DOH-CLAY by March 20, 2023						
Revised 9/2022						

EXAMPLE OF SCHOOL HEALTH SERVICES FOCUS VISIT TOOL A 2022-2023 SY

Health Room Focus Visit
Tool A Worksheet

Reviewer:		School:		Visit Date:	
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ESE Health Room:	<input type="checkbox"/>	Nurse:		UAP:		Notes:
General Health Room:	<input type="checkbox"/>	Nurse:		UAP:		

Action:	Yes	No	Notes
1. AED/First Aid supplies are present and unexpired (see DOH-Clay for approved list of supplies). The AED CCDS Fax confirmation page is available in the Health Room by the 2 nd Monday of September.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Annual Medication Training/Skills Checklist/Certificate is current for all Health Room relief staff and UAP's and is available in the Health Room.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Final Mass Screening Outcomes to DOH-Clay by March 20, 2023.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Copies of current CPR/First Aid certification for ALL Health Room staff and back-up staff are available in the Health Room.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Health Room has adequate physical facilities (reception area/office, storage, toilet room with both cold and hot water, and bed space).	<input type="checkbox"/>	<input type="checkbox"/>	
6. Monthly reports are submitted by the 5 th of the month to DOH-Clay RN during the school year.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Parental notification of mandated health screenings has been sent out.	<input type="checkbox"/>	<input type="checkbox"/>	
8. The refrigerator temperature log is completed daily. Temperature range is between 34-45 degrees F. Food stored in refrigerator must be for medical purpose only.	<input type="checkbox"/>	<input type="checkbox"/>	
9. Current copies of the <u>School Health Services Manual and Emergency Guidelines for Schools</u> (2019 Florida Edition) are in the Health Room.	<input type="checkbox"/>	<input type="checkbox"/>	
10. The school principal designated 2 health room relief staff.	<input type="checkbox"/>	<input type="checkbox"/>	
11. Emergency Information, written or electronic, are available on selected students.	<input type="checkbox"/>	<input type="checkbox"/>	
12. Other	<input type="checkbox"/>	<input type="checkbox"/>	

** A minimum of 5 actions are reviewed during a Health Room focus visit**

Revised 07/2022

Exhibit VII

EXAMPLE OF SCHOOL HEALTH SERVICES FOCUS VISIT TOOL B 2022-2023 SY

Health Room Focus Visit
Tool B Worksheet

Reviewer:	School:	Visit Date:
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ESE Health Room:	<input type="checkbox"/>	Nurse:		UAP:		Notes:
General Health Room:	<input type="checkbox"/>	Nurse:		UAP:		

Action:	Yes	No	Notes:
1. Students with a DH-680 Code-2 Temporary Medical Exemption are receiving follow-up and the 680 is unexpired and valid	<input type="checkbox"/>	<input type="checkbox"/>	
2. Annual Health Room Review scheduled with DOH-Clay RN	<input type="checkbox"/>	<input type="checkbox"/>	
3. Mass Health Screening Resource Request Form submitted to DOH-Clay RN with screening dates	<input type="checkbox"/>	<input type="checkbox"/>	
4. Current Mass Health Screening Forms printed for screening	<input type="checkbox"/>	<input type="checkbox"/>	
5. Mandated screening equipment arrangements have been made (CCDS responsible)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Recruitment for mandated health screening volunteers has occurred (CCDS responsible)	<input type="checkbox"/>	<input type="checkbox"/>	
7. Medical Management Plans (MMPs) available on selected students with chronic health conditions	<input type="checkbox"/>	<input type="checkbox"/>	
8. Emergency Action Plans (EAPs) and Individual Care Plans (ICPs) are available on selected students with chronic health conditions	<input type="checkbox"/>	<input type="checkbox"/>	
9. Review Audit Tool with school nurse and/or unlicensed assistive personnel (UAPs)	<input type="checkbox"/>	<input type="checkbox"/>	
10. Review upcoming due dates for Annual reports and/Final monthly reports with school nurse and/or unlicensed assistive personnel (UAPs)	<input type="checkbox"/>	<input type="checkbox"/>	
11 (a). Review 5 new students for Jr/Highschool (at least one 7 th grade student)	<input type="checkbox"/>	<input type="checkbox"/>	
11 (b). Review 5 new students for Elementary School (at least one kindergarten student)	<input type="checkbox"/>	<input type="checkbox"/>	
12. Other	<input type="checkbox"/>	<input type="checkbox"/>	

** A minimum of 5 actions are reviewed during a Health Room focus visit**

Revised 07/2022

Exhibit VIII

EXAMPLE OF SCHOOL HEALTH SERVICES FOCUS VISIT TOOL C 2022-2023 SY

Health Room Focus Visit
Tool C Worksheet

Reviewer:			School:		Visit Date:	
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ESE Health Room:	<input type="checkbox"/>	Nurse:		UAP:		Notes:
General Health Room:	<input type="checkbox"/>	Nurse:		UAP:		

Action	Yes	No	Notes
1. Reminder: if there are any questions on the final monthly reports, principal may reach out to you.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Initial Mass Screening outcomes to DOH-Clay by January 17, 2023	<input type="checkbox"/>	<input type="checkbox"/>	
3. Mass health screening results entered in the CCDS database by December 2, 2022	<input type="checkbox"/>	<input type="checkbox"/>	
4. Mass health screenings and all rescreening's completed by November 18, 2022	<input type="checkbox"/>	<input type="checkbox"/>	
5. Controlled or scheduled substance are additionally secured (double locked)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Access to controlled and scheduled substance is restricted to specific school personnel	<input type="checkbox"/>	<input type="checkbox"/>	
7. Overdose prevention, medication administering training, and a skills competence checklist completed annually by school nurses and other volunteer school staff in the administration of Naloxone	<input type="checkbox"/>	<input type="checkbox"/>	
8. All records personnel and health room personnel are registered with Florida SHOTS for access to DOH Form 680 (Document names of those who have access)	<input type="checkbox"/>	<input type="checkbox"/>	
9. Records requested for virtual audits are sent to the Florida Department of Health in Clay County (DOH-Clay) within 10 business days	<input type="checkbox"/>	<input type="checkbox"/>	
10. Other	<input type="checkbox"/>	<input type="checkbox"/>	
11. Other	<input type="checkbox"/>	<input type="checkbox"/>	
12. Other	<input type="checkbox"/>	<input type="checkbox"/>	

** A minimum of 5 actions are reviewed during a Health Room focus visit**

Revised 07/2022

Exhibit IX

EXAMPLE OF SCREENING ASSISTANCE REQUEST TRACKER 2023-2024

Mass Health Screening Assistance Request Tracker 2023-2024 (Due on 9/8/2023)									
School	Screening Information			Requesting screening assistance from DOH-Clay <small>(DOH-Clay will assist on one screening date. Assistance is typically requested to conduct 6th grade screenings)</small>			Type of Assistance Requested (Enter Yes or No)		
	Date(s)	Start Time	End Time	Enter Yes or No	Specify the Screening Date DOH-Clay will assist on	Screening Time(s) <small>(Specify a time range. Example: 9AM-11AM)</small>	Volunteer Training	Manning a Screening Station <small>(Specify the station. Example: Scoliosis)</small>	Managing Student Flow
Example Elementary	10/9/2023 10/10/2023	8:30AM	2:00PM	Yes	10/10/2023	9AM-12NN	Yes	Yes - Scoliosis	No
AES									
CEB									
CCA									
CHÉ									
CGE									
DOE									
DIS									
FIE									
GPE									
KHE									
LAE									
LES									
MRE									
MBE									
MCF									

September 7, 2023 - Regular Board Meeting

Title

C13 - Ratify 240032 Lutheran Services Florida (LSF Health Systems) - Amendment 112

Description

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

Gap Analysis

LSF wishes to amend contract by submitting to SEDNET the attached Amendment 112. The purpose of Amendment is to replace the 2/1/2023 Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices with the updated documents dated 7/1/2023 & Fiscal Year 2023-2024 Exhibit H. The Amendment shall increase contract amount by \$320,862.00 revising Original/Amended not to exceed amount from \$1,114,951.00 to the current not to exceed amount of \$1,435,813.00 or the rate schedule, subject to the availability of funds.

Previous Outcomes

These funds have been used to meet the individualized needs of students requiring supportive mental health and behavioral services.

Expected Outcomes

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

Strategic Plan Goal

To allow SEDNET to continue to provide the programs and services of the youth-focused group See You At The Top (SYATT). SEDNET will continue to provide individualized mental health services and devise individualized plans for students with significant mental health needs.

Recommendation

Approve the contract amendments.

Contact

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

Financial Impact

Amendment 112 increases the contract amount by \$320,862.00

Review Comments

Attachments

⌚ [240032 Lutheran Services Florida \(LSF Health Systems\) - Amendment 112 \(1\).pdf](#)

DRAFT

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240032**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
9/7/2023
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,00.00

Date Submitted: **8/3/2023**
 Name of Contract Initiator: **Kathryn Lawrence** Telephone #: **904-336-4400**
 School/Dept Submitting Contract: **CCDS/SEDNET 4** Cost Center # **9252**
 Vendor Name: **Lutheran Services Florida, Inc. d/b/a LSF Health Systems**
 Contract Title: **School District of Clay County - SEDNET Amendment 112**
 Contract Type: New Renewal Amendment Extension Previous Year Contract # **230122**
 Contract Term: **July 1, 2020 - June 30, 2024** Renewal Option(s): **Three (3) years**

Contract Cost: **\$1,435,813.00**
 BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # **100-0000000-9252-0000-1220-000-4**
 Funding Source: Budget Line # _____
 NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

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

RECEIVED
 AUG - 3 2023
 PURCHASING

RECEIVED
 8/7/2023
 SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78 Review Date 8/3/23	Original Contract ratified at 3/11/2021 Board Meeting. Amendment 103, 107 and 108 replaced Standard Contract documents with current ones. Amendment 112 will replace current Standard Contract dated 2/1/2023 to the updated one dated 7/1/2023 with a not to exceed \$1,435,813. This Amendment will need to be Board approved.
School Board Attorney 10 Review Date 8/18/23	See the detailed sheet for Amendment 112 (brief description is red).
Other Dept. as Necessary Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED B78 DATE: 8/21/23

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 SEDNET 4 (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

Amendment 112

to Lutheran Services Florida Standard Contract

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

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

Amendment 103: (Superintendent has authority to execute minor amendments per 3/11/2021 Board. This Amendment isn't minor so Board approved 10/7/2021). The purpose of amendment is to replace the 7/1/2020 Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices with the updated documents dated 7/1/2021. The attached LSFHS Contract Document Matrix – FY 21-22 lists contract revisions under this Amendment. The Amendment shall decrease contract amount by \$3,374.00 revising the Original/Amended not to exceed amount from \$951,158.00 to the **current not to exceed amount of \$947,784.00** or the rate schedule, subject to the availability of funds.

Amendment 104: The purpose of amendment is to change contract language for the number of working days (10) for LSFHS to inspect goods and services to generate an invoice, to align with Attachment I requirements along with the additional dollars we received on our Schedule of Funds (SOF) from DCF. The Amendment shall increase contract amount by \$92,333.00 revising the Original/Amended not to exceed amount from \$947,451.00 to the **current not to exceed amount of \$1,039,784.00** or the rate schedule, subject to the availability of funds.

Amendment 105: The purpose of amendment is to replace the current Exhibit H "Funding Detail" with revised Exhibit H dated 2/1/2022 and replace current Exhibit L "Covered Service Rates by Program" with revised Exhibit L dated 2/1/2022. The Amendment will not change the total dollar amount thus current not to exceed amount will remain the same at \$1,039,784.00 or the rate schedule, subject to the availability of funds, shall remain the same.

Amendment 106: The purpose of amendment is to update covered service rates and replace current Exhibit L "Covered Service Rates by Program" with revised Exhibit L dated 4/1/2022. The Amendment will not change the total dollar amount thus current not to exceed amount will remain the same at \$1,039,784.00 or the rate schedule, subject to the availability of funds, shall remain the same.

Amendment 107: The purpose of Amendment is to replace the 7/1/2021 Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices with the updated documents dated 7/1/2022. The attached LSFHS Contract Document Matrix – FY 22-23 lists contract revisions under this Amendment. The Amendment shall decrease contract amount by \$16,217.00 revising Original/Amended not to exceed amount from \$1,039,784.00 to the **current not to exceed amount of \$1,023,567.00** or the rate schedule, subjects to the availability of funds.

Amendment 108: The purpose of Amendment is to replace the 7/1/2022 Standard Contract and any applicable Attachments, Exhibits, Incorporated Documents, and Appendices with the updated documents dated 2/1/2023. The Amendment will not change the total dollar amount thus **current not to exceed amount will remain the same at \$1,023,567.00** or the rate schedule, subject to the availability of funds, shall remain the same.

Amendment 109: The purpose of Amendment is to modify funding allocations by replacing current Exhibit H "Funding Detail" with revised Exhibit H dated 3/1/2023. The Amendment shall increase contract amount by \$40,726.50 revising the Original/Amend not to exceed amount from \$1,023,567.00 to the **current not to exceed amount of \$1,064,293.00** (total is rounded thus no 50¢ per LSF) or the rate schedule, subject to the availability of funds.

Amendment 110: The purpose of Amendment is to modify funding allocations by replacing current Exhibit H "Funding Detail" with revised Exhibit H dated 4/1/2023. The Amendment shall increase contract amount by \$32,779.00 revising the Original/Amend not to exceed amount from \$1,064,293.00 to the **current not to exceed amount of \$1,097,072.00** or the rate schedule, subject to the availability of funds.

Amendment 111: The purpose of Amendment is to replace the current Appendix A "Exhibits and Incorporated Documents" with the revised Appendix A dated 5/1/2023 and modify funding allocations by replacing current Exhibit H "Funding Detail" with revised Exhibit H dated 5/1/2023. The Amendment shall increase contract amount by \$17,879.00 revising the Original/Amend not to exceed amount from \$1,097,072.00 to the **current not to exceed amount of \$1,114,951.00** or the rate schedule, subject to the availability of funds.

LSF wishes to amend contract by submitting to SEDNET the attached Amendment 112. The purpose of Amendment is to replace the 2/1/2023 Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices with the updated documents dated 7/1/2023 & Fiscal Year 2023-2024 Exhibit H. The Amendment shall increase contract amount by \$320,862.00 revising Original/Amended not to exceed amount from \$1,114,951.00 to the current not to exceed amount of \$1,435,813.00 or the rate schedule, subjects to the availability of funds.

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

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

Description: SEDNET is an acronym for The Multi Agency Network for Students With Emotional and Behavioral Disabilities, which agency is under the supervision and control of the Clay School District. Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC ("LSF") has maintained a contractual relationship with The School Board of Clay County, Florida through SEDNET for several years. The contract allows LSF, a non-profit corporation which obtains funds from both Federal sources and pursuant to a contract with the State of Florida, to then contract with regional SEDNET units, of which the Clay School District's is one, to provide mental and behavioral health resources to students in need throughout the Northeast Florida region which consists of Duval, Clay and Nassau Counties. SEDNET acts as an independent contractor to LSF and provides the contracted behavioral and mental health services

through its employees, agents and subcontractors after which the services are billed to LSF. The limit of LSF financial commitment and responsibility, as well as the requirements binding SEDNET are the subject of the attached contract. The total commitment by LSF, which theoretically should equal the expenditures by SEDNET for the 2020-2021 fiscal year are \$936,659.00. This amount, as well as all terms, are set forth in the attached contract. Under the previous administration the SEDNET supervisor was given the authority to contract with LSF. The supervisor, by direction, approved the attached contract on July 8, 2020. It is a three (3) year contract. There are minor amendments to this contract submitted periodically as required by LSF. Most amendments increase the total amount of the contract by 2% or less. With the change of administration and the implementation of updated purchasing policies it is necessary to ask the Board to ratify the contract. Without such ratification, each minor amendment to the contract will have to be brought to the Board, which action will create a lag in the availability of resources. The Board Attorney, in collaboration with the Supervisor of SEDNET, the Supervisor of Purchasing, the Assistant Superintendent of Finance and the Superintendent of Schools concur that it is imperative for the Board to be aware of the existence of this contract and that the Board ratify the contract in order for the month to month operations of SEDNET and its implementation of the contract with LSF to continue without interruption. Pursuant to current School Board Policy all future Master contracts between LSF and SEDNET would require approval by the School Board.

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

DRAFT

**School District of Clay County - SEDNET
Amendment 112**

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and School District of Clay County - SEDNET ("Provider") to be effective July 1, 2023. Provider and LSF may be referred to herein individually as a "party" or collectively as "the parties."

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

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

1. Capitalized terms herein shall be ascribed the meaning given by the Contract. In the event of conflict between this Amendment and the Contract, this Amendment shall control.
2. Standard Contract is replaced in its entirety with the Standard Contract revised July 1, 2023, incorporated herein. All prior standard contracts with reference to the same content are deleted.
3. All Attachments are replaced in its entirety with the Attachments incorporated herein. All prior attachments with reference to the same content are deleted.
4. All Exhibits are replaced in its entirety with the Exhibits referenced herein. All prior exhibits with reference to the same content are deleted.
5. All Incorporated Documents are replaced in its entirety with the Incorporated Documents referenced herein. All prior incorporated documents with reference to the same content are deleted.
6. All Appendices are replaced in its entirety with the Appendices incorporated herein. All prior appendices with reference to the same content are deleted.

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

The parties' authorized representatives have executed this Amendment with its contracts, attachments, exhibits, incorporated documents, and appendices to be effective the 1st day of July 2023.

School District of Clay County - SEDNET

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

Signature Date

Signature Date

Printed Name Title

Printed Name Title

LUTHERAN SERVICES FLORIDA STANDARD CONTRACT

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

1. **Purpose.** The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment I hereto. The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the Network Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Managing Entity. Unless otherwise provided in the procurement document, if any, or governing law, the Managing Entity reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This contract shall be effective on **July 1, 2020**. The performance period under this contract shall commence on the effective date of this contract and shall end at midnight, Eastern time, on **June 30, 2024**, subject to the survival of terms provisions of Section 34 hereof.
3. **Payment for Services.** The Managing Entity shall pay for contracted services performed by the Network Service Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed **\$1,435,813.00** or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. The Managing Entity's performance and obligation to pay under this contract is contingent upon the award and contract from the State of Florida which is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
 - a. In the event that the Managing Entity has funds remaining after paying the annual contract amount outlined in the current year's Exhibit H – Funding Detail and/or there are available funds in the Network, and the Network Service Provider has delivered additional units of service in accordance with the terms and conditions of this contract for which the Network Service Provider has not been paid, the Managing Entity may, in its sole discretion, pay the Network Service Provider for some or all of the additional units of service entered into the Managing Entity's data system by the Network Service Provider.
4. **Contract Document.**
 - a. The Network Service Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments:
 - i. Attachment I;
 - ii. Attachment II;
 - iii. Attachment III;
 - iv. Attachment IV;
 - v. Any additional Attachments as indicated on Appendix C;
 - vi. Any Exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

b. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract.

c. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27, and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

5. **Compliance with Statutes, Rules, and Regulations.** In performing its obligations under this contract, the Network Service Provider shall without exception be aware of and comply with all state and federal laws, rules, Children and Families Operating Procedure (CFOPs), and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature effects the services provider under this contract, including but not limited to, those described in Section 36 of this contract.

6. **Official Payee and Party Representatives.** Upon change of representatives (names, addresses, telephone numbers, or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

<p>a. The name, address, and telephone number of the Network Service Provider shown above and the official payee to whom the payments shall be made are:</p> <p>Name: <u>School District of Clay County - SEDNET</u></p> <p>Address: <u>2306 Kingsley Avenue</u></p> <p>City: <u>Orange Park</u> State: <u>FL</u> Zip Code: <u>32073</u></p> <p>Phone/Ext: <u>(904) 336-4400</u></p>	<p>c. The name, address, and telephone number of the Network Manager for the Managing Entity for this contract:</p> <p>Name: <u>Jennifer Woolfe</u></p> <p>Address: <u>9428 Baymeadows Rd; Ste 320</u></p> <p>City: <u>Jacksonville</u> State: <u>FL</u> Zip Code: <u>32256</u></p> <p>Phone/Ext: <u>(904) 589-3189</u></p> <p>E-mail: <u>jennifer.woolfe@lsfnet.org</u></p>
<p>b. The name, address, telephone number, and e-mail address where financial and administrative records are maintained:</p> <p>Name: <u>Kathy Lawrence</u></p> <p>Address: <u>Refer to 6.a.</u></p> <p>City: <u>Refer to 6.a.</u> State: <u>FL</u> Zip Code: <u>Refer to 6.a.</u></p> <p>Phone/Ext: <u>(904) 336-4400</u></p> <p>E-mail: <u>kathryn.lawrence@myoneclay.net</u></p>	<p>d. The name, address, telephone number, and e-mail address of the representative of the Network Service Provider responsible for administration of the program under this contract:</p> <p>Name: <u>Kathy Lawrence</u></p> <p>Address: <u>Refer to 6.a.</u></p> <p>City: <u>Refer to 6.a.</u> State: <u>FL</u> Zip Code: <u>Refer to 6.a.</u></p> <p>Phone/Ext: <u>(904) 336-4400</u></p> <p>E-mail: <u>kathryn.lawrence@myoneclay.net</u></p>

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

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

- a. In performing its obligations under this contract, the Network Service Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the Managing Entity or the State of Florida. Neither the Network Service Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Managing Entity or the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Service Provider and its subcontractors shall be responsible for the supervision, control, hiring and terminating, rates of pay and terms and conditions of employment of their own employees.
- b. The Network Service Provider shall take such actions as may be necessary to ensure that it, and each subcontractor of the Network Service Provider, shall be deemed to be an independent contractor and shall not be considered or permitted to be an officer, employee, or agent of the Managing Entity or the State of Florida. The Managing Entity shall not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Network Service Provider, or its subcontractor or assignee, unless specifically agreed to by the Managing Entity in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Service Provider, the Network Service Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Service Provider.
- c. The Network Service Provider shall not assign the responsibility for this contract to another party without prior written approval of the Managing Entity, upon the Managing Entity's sole determination that such assignment shall not adversely affect the public interest; however, in no event may the Network Service Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Network Service Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void. The Network Service Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Managing Entity, which shall not be unreasonably withheld.
- d. The Managing Entity shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Network Service Provider of the Managing Entity's selection or an eligible provider outside the network, upon giving prior written notice to the Network Service Provider. In the event the Managing Entity approves the transfer of the Network Service Provider's obligations, the Network Service Provider remains responsible for all work performed and all expenses

incurred in connection with the contract up to the point of transfer. This contract shall remain binding upon the lawful successors in the interest of the Network Service Provider and the Managing Entity.

- e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Network Service Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Network Service Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Service Provider further agrees that the Managing Entity and the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.
 - f. The Network Service Provider shall include in all subcontracts (at any tier), the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance including Attachment I, Network Service Provider Subcontract, and all sections that pertain to and describe applicable subcontract compliance.
 - g. To the extent that a subcontract provides for payment after Network Service Provider's receipt of payment from the Managing Entity the Network Service Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Managing Entity in accordance with §287.0585, Florida Statutes (Fla. Stat.), unless otherwise stated in the contract between the Network Service Provider and subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Network Service Provider and paid by the Network Service Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such a penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
9. **Network Service Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Network Service Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms shall also apply:
- a. If the Network Service Provider removes an infringing product because it is not reasonably able to modify that product or secure the Managing Entity the right to continue to use that product, the Network Service Provider shall immediately replace that product with a non-infringing product that the Managing Entity determines to be of equal or better functionality or be liable for the Managing Entity's cost in so doing.
 - b. Further, the Network Service Provider shall indemnify the Managing Entity for all costs and attorney's fees arising from or relating to Network Service Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Network Service Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Managing Entity.

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

10. **Insurance.** The Network Service Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The Network Service Provider shall procure and maintain insurance coverage and limits as identified and set forth in Attachment I, Insurance Requirements. Upon the execution of this contract, the Network Service Provider shall furnish the Managing Entity with written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Managing Entity reserves the right to require additional insurance as specified in this contract.
11. **Notice of Legal Actions.** The Network Service Provider shall notify the Managing Entity of legal actions taken against them or potential actions such as lawsuits related to services provided through this contract or that may impact the Network Service Provider's ability to deliver the contractual services, or adversely impact the Managing Entity or the Department. The Managing Entity's Network Manager shall be notified within ten (10) days of the Network Service Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.
12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Network Service Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6 as identified and set forth in Attachment I, Incident Reporting. The Network Service Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800-96ABUSE). As required by Chapters 39 and 415, Fla. Stat., this provision is binding upon both the Network Service Provider and its employees.
13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Network Service Provider shall, within thirty (30) days of the execution of this contract, submit to the Network Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that shall allow the Network Service Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.
- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting.
 - b. No later than twelve (12) months following the Managing Entity's original acceptance of a plan and every twelve (12) months thereafter, the Network Service Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
 - c. The Managing Entity agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Managing Entity may exercise oversight authority over such Network Service Provider in order to assure implementation of agreed emergency relief provisions.

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

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

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

16. Publicity.

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

- b. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any Department of Children and Families mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.
17. **Sponsorship.** As required by §286.25, Fla. Stat., if the Network Service Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Network Service Provider's name), LSF Health Systems, and State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "LSF Health Systems, and State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization. The Network Service Provider is required to request permission to use LSF Health Systems, and State of Florida, Department of Children and Families sponsorship language prior to publicizing, advertising, or describing the sponsorship of the program.
18. **Employee Gifts.** The Network Service Provider agrees that it shall not offer to give or give any gift to any Managing Entity or Department employee. As part of the consideration for this contract, the parties intend that this provision shall survive the contract for a period of two (2) years. In addition to any other remedies available to the Managing Entity, any violation of this provision shall result in referral of the Network Service Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Network Service Provider's name on the suspended vendors list for an appropriate period. The Network Service Provider shall ensure that its subcontractors, if any, comply with these provisions.
19. **Invoices.** The Network Service Provider shall submit service data for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Network Service Provider shall submit bills for any travel expenses in accordance with §112.061, Fla. Stat., or at such lower rates as may be provided in this contract. The Network Service Provider is required to submit monthly service data into the Managing Entity's data system no later than the eighth (8th) of each month following the month of when the services were rendered as identified and set forth in Attachment I, Invoice Requirements.
20. **Final Invoice.** The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Network Service Provider fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until performance of services and all reports due from the Network Service Provider, and necessary adjustments thereto, have been approved by the Managing Entity. In the event the contract is renewed, either by extension or issuance of a new contract with the same parties, the final invoice requirements outlined in Attachment I of this contract shall prevail.
21. **Financial Consequences.** If the Network Service Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Managing Entity shall apply financial consequences commensurate with the deficiency. The parties agree that the penalties provided for under Section 29 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. Financial consequences may include but are not limited to, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and

requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, shall be immediately due as an overpayment in accordance with Section 22, to the extent of such an error.

- 22. Overpayments.** The Network Service Provider shall return to the Managing Entity any overpayments due to unearned funds or funds disallowed that were disbursed to the Network Service Provider by the Managing Entity and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Network Service Provider or its independent auditor discovers that an overpayment has been made, the Network Service Provider shall repay said overpayment immediately without prior notification from the Managing Entity. In the event that the Managing Entity first discovers an overpayment has been made, the Network Manager, on behalf of the Managing Entity, shall notify the Network Service Provider of such findings. Should repayment not be made forthwith, the Network Service Provider shall be charged interest at the lawful rate of interest on the outstanding balance after Managing Entity notification or Network Service Provider discovery. Payments made for services subsequently determined by the Managing Entity to not be in full compliance with contract requirements shall be deemed overpayments. The Managing Entity shall have the right to offset or deduct from any amount due under this contract at any time, any amount due to the Managing Entity from the Network Service Provider under this or any other contract or agreement and payment otherwise due under this contract shall be deemed received regardless of such offset.
- 23. Payment on Invoices.** Pursuant to §215.422, Fla. Stat., the Managing Entity has ten (10) working days to inspect and approve goods and services unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice received by the Managing Entity or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Fla. Stat., shall be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties shall be calculated at the daily interest rate of .03333%. Invoices returned to a Network Service Provider due to preparation errors shall result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar shall not be paid unless the Network Service Provider requests payment. Payment shall be made only upon written acceptance by the Managing Entity and shall remain subject to subsequent audit or review to confirm contract compliance. The Managing Entity shall pay the Network Service Provider for services properly performed hereunder in accordance with the terms and conditions of Attachment I, Method of Payment. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month. All payments by the Managing Entity to Network Service Provider are expressly and unequivocally contingent upon and subject to the Managing Entity's receipt of such payment from the Department.
- 24. Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in §215.422, Fla. Stat., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- 25. Records, Retention, Audits, Inspections, and Investigations.**
- a. The Network Service Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Managing Entity under this contract.
 - b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Network Service Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this

contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Managing Entity and/or the Department.

- c. Upon demand, at no additional cost to the Managing Entity and/or the Department, the Network Service Provider shall facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.ii.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Managing Entity and/or the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Managing Entity, the Department, and Federal auditors, pursuant to 2CFR § 200.336, shall be allowed full access to and the right to examine any of the Network Service Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Managing Entity as specified in this contract and in Attachment III.
- g. The Network Service Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, Fla. Stat.).
- h. No record may be withheld nor may the Network Service Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

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

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

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

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

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

- a. An appropriately skilled individual shall be identified by the Network Service Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Managing Entity's security staff and shall maintain an appropriate level of data security for the information the Network Service Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all who request or have access, through the Network Service Provider's access, to any Managing Entity and/or Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the Managing Entity and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Network Service Provider's performance under this contract.
- b. The Network Service Provider shall provide the latest Departmental Security Awareness Training to all who request or have access including subcontractors, through the Network Service Provider's access, to Managing Entity and/or Departmental information systems or any client or other confidential information upon hire and repeated on an annual basis.
- c. All who request access or have access, through the Network Service Provider's access, to Managing Entity and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Access Confidentiality and Nondisclosure Agreement CF 0112 annually. A copy of Form CF 0112 may be obtained from the Network Manager. The Network Service Provider shall require the same of all subcontractors.

- d. The Network Service Provider shall prevent unauthorized disclosure or access, from or to Managing Entity and/or Department information systems or client or other confidential information. Clients of other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2. The Network Service Provider shall require the same of all subcontractors.
- e. The Network Service Provider agrees to notify the Network Manager as soon as possible, but no later than five (5) working days following the determination of any potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors.
- f. The Network Service Provider shall, at its own cost, comply with section §501.171, Florida Statutes. The Network Service Provider shall also, at its own cost, implement measures deemed appropriate by the Managing Entity to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors.

29. Financial Penalties for Failure to Take Corrective Action.

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

30. The Following Termination Provisions Apply to this Contract:

- a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Managing Entity without cause upon no less than thirty (30) calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.
- b. This Contract may be terminated by the Network Service Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Managing Entity unless another notice period is mutually agreed upon in writing.

- c. In the event funds for payment pursuant to this contract becomes unavailable, the Managing Entity may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. The Managing Entity shall be the final authority as to the availability and adequacy of funds.
 - d. In the event the Network Service Provider fails to fully comply with the terms and conditions of this contract, the Managing Entity may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Network Service Provider after Network Service Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Managing Entity specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Managing Entity's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Managing Entity's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Managing Entity's right to remedies at law or in equity.
 - e. Failure to have performed any contractual obligations under any other contract with the Managing Entity in a manner satisfactory to the Managing Entity shall be sufficient cause for termination. To be terminated as a Network Service Provider under this provision, the Network Service Provider must have: (1) previously failed to satisfactorily perform in a contract with the Managing Entity, been notified by the Managing Entity of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Managing Entity; or (2) had a contract terminated by the Managing Entity for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.
 - f. In the event of termination under Paragraphs a. or b., the Network Service Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.
 - g. If this Contract is for an amount of \$1 Million or more, the Managing Entity may terminate this Contract at any time the Network Service Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Managing Entity may terminate this contract at any time the Network Service Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 31. Transition Activities.** Continuity of service is critical when service under this contract ends, and service commences under a new contract. Accordingly, when service shall continue through another provider upon the expiration or earlier termination of this contract, the Network Service Provider shall complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Network Service Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in the Managing Entity approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Managing Entity. Such activities shall be without additional compensation and shall include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer. Requirements for the Transition Plan are further described in Attachment I hereto.

32. Dispute Resolution.

- a. Any dispute concerning the performance of the contract or payment hereunder shall be decided by the Managing Entity, which shall be reduced to writing and a copy of the decision shall be provided to the Network Service Provider by the Network Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Managing Entity's decision, the Network Service Provider delivers to the Network Manager a petition for alternative dispute resolution.
- b. After receipt of a petition for alternative dispute resolution the Managing Entity and the Network Service Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Network Service Provider concerning this contract.
- c. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.
- d. Completion of such an agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.
- e. This provision shall not limit the parties' rights of termination under Section 30.
- f. All notices provided by the Managing Entity under Sections 32, 33, and 35, shall be in writing on paper, physically sent to the person identified in Section 7(d) via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provided by the Network Service Provider under Section 32, 33, and 35 shall be in writing on paper, physically sent to the person identified in Section 7(c) via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

33. Other Terms.

- a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.
- b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment here to, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.
- c. The Network Service Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of §403.7065, Fla. Stat.

- d. The Managing Entity is committed to ensuring the provision of the highest quality services to the persons we serve. Accordingly, the Managing Entity has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Managing Entity's Network Service Providers shall either be accredited, have a plan to meet national accreditation standards, or shall initiate a plan within a reasonable period of time.
 - e. The Department of Economic Opportunity and Workforce Florida: The Network Service Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Managing Entity and the Department encourages Network Service Provider participation with the Department of Economic Opportunity and Workforce Florida.
 - f. Transitioning Young Adults: The Network Service Provider understands the Managing Entity's interest in assisting young adults aging out of the dependency system. The Managing Entity encourages Network Service Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.
 - g. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
 - h. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.
 - i. The Network Service Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Managing Entity or a Network Service Provider of services to the Managing Entity.
 - j. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
 - i. This Standard Contract
 - ii. Attachment I and other attachments, if any
 - iii. Any documents incorporated into this Standard Contract by reference
 - iv. Any documents incorporated into any attachment by reference
34. **Survival of Terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Network Service Provider and remedies available to the Managing Entity are intended to survive the "ending date" or an earlier termination of this contract. The Network Service Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

35. Modifications. Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Managing Entity's operating budget. Requests for modification are outlined in Attachment I, Requests for Modification.

36. Additional Requirements of Law, Regulation and Funding Source. As provided in Section 5 of this contract, the Network Service Provider is required to comply with the following requirements, as applicable to its performance under this contract. Network Service Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

a. Federal Law

- i. The Network Service Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.
- ii. If this contract contains \$10,000 or more of federal funds, the Network Service Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- iii. If this contract contains over \$150,000 of federal funds, the Network Service Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations 40 CFR, Part 30. The Network Service Provider shall report any violations of the above to the Managing Entity.
- iv. No federal funds received in connection with this contract may be used by the Network Service Provider, or agent acting for the Network Service Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Network Service Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Network Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Network Manager, prior to payment under this contract.
- v. If this contract contains federal funds and provides services to children up to age 18, the Network Service Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- vi. If the Network Service Provider is a federal subrecipient or pass-through entity, then the Network Service Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: 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 in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "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.

- vii. If the Network Service Provider is a federal subrecipient or pass through entity, the Network Service Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Network Service Provider's subcontractor is determined to be a subrecipient, the Network Service Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.
- b. **Unauthorized Aliens.** Unauthorized aliens shall not be employed. The Managing Entity shall consider the employment of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and Section 101 of the Immigration Reform and Control Act of 1986. Such a violation shall be cause for unilateral cancellation of this contract by the Managing Entity. The Network Service Provider and its subcontractors shall enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.
- c. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Network Service Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Network Service Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable, and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Network Service Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Network Service Providers that have fifteen (15) or more employees.
- d. **Use of Funds for Lobbying Prohibited.** The Network Service Provider shall comply with the provisions of §§11.062 and 216.347, Fla. Stat., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- e. **Public Entity Crime and Discriminatory Contractors.** Pursuant to §§287.133 and 287.134, Fla. Stat., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- f. **Scrutinized Companies.** If this Contract is for an amount of \$1 million or more, the Managing Entity may terminate this contract at any time the Network Service Provider is found to have submitted a false certification under § 287.135, Fla. Stat., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- g. **Federal Funding Accountability and Transparency Act.** The Network Service Provider will compete and sign the FFATA Certification of Executive Compensation Report Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal funds (as determined over its entire term.) The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.
- h. **Health Insurance Portability and Accountability Act.** The Network Service Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Network Service Provider shall comply with the provisions of Attachment IV to this contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Network Service Provider or its subcontractors incidental to the Network Service Provider's performance of this contract.
- i. **Whistle-blower's Act Requirements.** In accordance with §112.3187(2), Fla. Stat., the Network Service Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Network Service Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
- j. **Support to the Deaf or Hard-of-Hearing.**
- i. The Network Service Provider and its subcontractors, where direct services are provided, shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
 - ii. If the Network Service Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Service Provider and subcontractor shall each designate a Single Point of Contact (SPOC) (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Network Service Provider's Single Point of Contact and that of its subcontractors shall process the compliance data into the Department's HHS Compliance reporting database by the 5th business day of the month at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html, covering the previous month's reporting, and forward confirmation of submission to the Network Manager by the 8th business day of the month. The Network Service Provider's subcontract must submit the compliance data to the Network Service Provider, the Network Service Provider must then compile the information with its own compliance data and enter into the database. The name and contact information for the Network Service Provider's Single Point of Contact shall be furnished to the Managing Entity's Network Manager and the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

- iii. The Network Service Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact shall ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Service Provider's Single Point of Contact.
- iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Network Service Providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This must be completed upon hire and when the SPOC changes. This attestation shall be maintained in the employee's personnel file.
- v. The Network Service Provider's Single Point of Contact shall ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by Network Service Providers and subcontractors. The approved Notices can be downloaded through the Internet at: <https://www2.myffamilies.com/service-programs/individual-with-disability/providers/dcf-posters.shtml>.
- vi. The Network Service Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Network Service Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to both, the Managing Entity and the Department of Children and Families Office of Civil Rights.
- vii. If the customer or companion is referred to other agencies, the Network Service Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.
- viii. The Managing Entity and the Department requires each contract/subcontract provider agency's employees to complete the online training annually: Serving our Customers Who are Deaf or Hard of Hearing and sign the Attestation of Understanding. Employees shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
- ix. Additional guidance can be found by reference in Attachment I.
- k. **Employment Screening.** The Network Service Provider shall ensure that all staff utilized by the Network Service Provider and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.451, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
 - i. Employment history check;
 - ii. Fingerprinting for all criminal record checks;
 - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
 - iv. Federal criminal records checks from the Federal Bureau of Investigations via the FDLE; and

- v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
- vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

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

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

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

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

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

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

37. **Managing Entity contract with The Department.** The contract between the Managing Entity, LSF Health Systems, and The Department is incorporated herein by reference. The contract is available on the LSF Health Systems' website: <https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

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

IN WITNESS THEREOF, the parties hereto have caused this eighty page contract to be executed by their undersigned officials as duty authorized.

NETWORK SERVICE PROVIDER:

School District of Clay County - SEDNET

Signature: _____

Print/Type:

Name: _____

Title: _____

Date: _____

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

Provider Fiscal Year Ending Date: 06/30

MANAGING ENTITY:

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

Signature: _____

Print/Type:

Name: Dr. Christine Cauffield

Title: CEO

Date: _____

DRAFT

ATTACHMENT I

A. Services to Be Provided

1. Definition of Terms

a. Contract Terms

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

<https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>

b. Program/Service Specific Terms

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

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

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

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

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

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

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

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

(9) Continuous Quality Improvement (CQI). Internal and external improvements in service provision and administrative functions. These functions include the systematic ongoing process of improving performance, both in process and end of process indicators, in order to meet the valid requirements of Individuals Served. For purposes of this contract, CQI shall include quality assurance functions including, but not limited to, periodic internal review activities conducted by the Network Service Provider and external review activities conducted by the Managing Entity and the Department to assure that the agreed upon level of service is achieved and maintained by the Managing Entity and its Network Service Providers. CQI shall also include assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures, and, validating quality improvement systems and findings.

- (10) Co-occurring Disorder.** Any combination of mental health and substance abuse in any individual, whether or not they have been already diagnosed.
- (11) Coordinated System of Care.** As defined by s. 394.9082(2)(b), F.S.
- (12) Crisis-Diversion Respite Services.** A short-term residential alternative to inpatient psychiatric hospitalization for individuals experiencing an acute psychiatric episode.
- (13) Cultural and Linguistic Competence.** A set of congruent behaviors and policies that come together in a system, agency, or amongst professionals that enable effective work in cross-cultural situations that provide services that are respectful and responsive to both cultural and linguistic needs.
- (14) DCF Data System Guidelines.** A document promulgated by the Department that contains required data-reporting elements for substance abuse and mental health services, and which can be found at the DCF website.
- (15) Department.** Florida Department of Children and Families, unless otherwise stated.
- (16) Electronic Health Record (EHR).** Defined pursuant to §408.051(2)(a), Fla. Stat.
- (17) Evidence-Based Practice (EBP).** Defined pursuant to Evidence-Based Practice Guidelines – Incorporated Document 2, which is incorporated herein by reference, and is available online.
- (18) Incorporated Document.** A document used to expand or more fully explain the terms and/or conditions of a contract which is incorporated as part of the original contract. Not all incorporated documents are directly applicable to all Network Service Providers, but are provided as reference and guidance.
- (19) Indigent Psychiatric Medication Program, also known as the Indigent Drug Program (IDP).** Behavioral Health Services provided pursuant to §394.676, F.S.
- (20) Individual(s) Served.** An individual who receives substance abuse or mental health services, the cost of which is paid, either in part or whole, by the Managing Entity with Department appropriated funds or local match (matching).
- (21) Juvenile Incompetent to Proceed (JITP).** "Child," "juvenile", or "youth" as defined in §985.03(6), Fla. Stat., deemed incompetent to proceed for accused crimes as specified in §985.19, Fla. Stat.
- (22) Local Match (Matching).** Pursuant to §394.74(2)(b), F.S., and §394.76, F.S., and governed by Rule 65E-14.005, F.A.C.
- (23) Managing Entity.** As defined pursuant to §394.9082(2)(e), F.S.
- (24) Mental Health Services.** Defined pursuant to §394.67(15), F.S.
- (25) Mental Health Treatment Facilities.** Civil and forensic state Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient treatment by a circuit court and pursuant to Chapter 394, or Chapter 916, Fla. Stat.
- (26) Network Service Provider.** A direct service agency providing Substance Abuse or Mental Health Services that is under contract with the Managing Entity and referred to collectively as the "Network." The Network shall consist of a comprehensive array of Behavioral Health Services and programs that are designed to meet the local need, are accessible and responsive to the needs of Individuals Served, their families, and community stakeholders and include the essential elements of a coordinated system of care specified in s. 394.4573(2), F.S.
- (27) Operational Costs.** The allowable direct expenses incurred by a Network Service Provider in performing its contracted functions and delivering its contracted services.

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

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

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

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

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

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

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

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

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

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

(38) Submission of Information. The Submission of Information form is the tool through which the Network Service Provider shall make a formal request of the Managing Entity to modify the terms

under this contract including changes related to funding and programming.

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

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

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

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

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

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

(45) Treatment Plan/Service Plan Review: The treatment plan/service plan review is a process conducted to ensure that treatment goals, objectives and services continue to be appropriate to the client's needs and to assess the client's progress and continued need for services. The treatment plan/service plan review requires the participation of the client and legal guardian (as required) and the treatment team identified in the client's individualized treatment plan as responsible for addressing the treatment needs of the client. This must be completed in the timelines outlined in State and Federal Laws, Rules and Regulations. All efforts to meet timeframes shall be documented in progress notes (i.e. documentation of client session cancellations, client no-shows to appointments, etc.).

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

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

2. General Description

a. General Statement

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

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

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

b. Authority

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

c. Scope of Service

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

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

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

3. Individuals to be Served

a. General Description

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

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

Individuals to be Served

	Service Category	FY Target
Adult Mental Health	Residential Care	N/A
	Outpatient Care	N/A
	Crisis Care	N/A
	State Hospital Discharges	N/A
	Peer Support Services	N/A
Children's Mental Health	Residential Care	N/A
	Outpatient Care	114
	Crisis Care	N/A
Adult Substance Abuse	Residential Care	N/A
	Outpatient Care	N/A
	Detoxification	N/A
	Women's Specific Services	N/A
	Injecting Drug Users	N/A
	Peer Support Services	N/A
Children's Substance Abuse	Residential Care	N/A
	Outpatient Care	N/A
	Detoxification	N/A
	Prevention	N/A

b. Eligibility of Individuals Served

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

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

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

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

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

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

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

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

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

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

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

(i) Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47: "Processing Referrals from the Department of Corrections"; and

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

c. Determination of Individuals Served

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

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

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

d. Contract Limits

(1) The Network Service Provider may not seek reimbursement from the Managing Entity for services not specified in this contract, or for services provided in excess of the funding amount specified in **Exhibit C - Projected Operating and Capital Budget**.

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

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

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

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

in **Section A.2.a.(1)**.

(6) Pursuant to 45 CFR §96.135(a)(5), the Network Service Provider may not enter into subcontracts with a for-profit entity using Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and Community Mental Health Block Grant (CMHBG) funds unless the for-profit entity subcontract is solely for providing goods and services for the Network Service Provider's own use in meeting its obligations under this contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds. Restriction on the use of funds may be obtained from the **Exhibit K - Federal Block Grant Requirements**, which is incorporated herein by reference and may be located on the Managing Entity's website.

B. Manner of Service Provision

1. Service Tasks

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

(1) Participation in the SOC

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

- a. Residents of assisted living facilities as required in §394.4574 and §429.075, Fla. Stat.;
- b. Persons ordered into involuntary outpatient placement in accordance with §394.4655, Fla. Stat.;
- c. Eligible children referred for residential placement in compliance with the guidance provided in Rule 65E-9.008(4), F.A.C. and the guidance document **Residential Placements Using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process – Incorporated Document 6** which is incorporated herein by reference;
- d. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47;
- e. Forensic-involved individuals pursuant to CFOP 155-18 and the guidance document **Outpatient Forensic Mental Health Services – Incorporated Document 7** which is incorporated herein by reference;
- f. Individuals that are currently in civil and forensic state Mental Health Treatment Facilities, committed pursuant to Chapter 394, or 916, Fla. Stat. The guidance document **State Mental Health Treatment Facility Admission and Discharge Processes – Incorporated Document 8** is incorporated herein by reference.
- g. Individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility. This shall include diversionary community treatment and services prior to admission.

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

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

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

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

(2) Utilization Management

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

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

(3) Participation in Network Service Provider Monitoring

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

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

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

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

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

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

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

(h) The Network Service Provider is required to:

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

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

(4) Continuous Quality Improvement (CQI)

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

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

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

(5) Training

(a) The Network Service Provider will attend all trainings and technical assistant events required by the Managing Entity.

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

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

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

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

(6) Data Collection, Reporting, and Analysis

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

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

(c) The Network Service Provider shall develop and submit within thirty (30) days prior to termination or transition of program services or ninety (90) days prior to contract expiration, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with the **Managing Entity Expiration/Termination Transition Planning Requirements – Incorporated Document 11**, which is incorporated herein by reference. The plan shall comply with HIPAA and 42 C.F.R. requirements. The Lutheran Services Florida Standard Contract sets forth and outlines the termination provisions and transition activities of this contract.

(d) The Network Service Provider must maintain accurate and timely data entry required for performance outcomes measurement, in accordance with the DCF Data System Guidelines, PAM 155-2, and §394.74(3)(e), Fla. Stat. The data must enable costs to be tracked by service level covered service, service utilization by type and recipient, quality of care, access to services, all facets of utilization management, and outcomes for each Individual Served within the SOC.

(e) The Network Service Provider shall electronically submit data, as specified in DCF Data System Guidelines, to the Managing Entity in the manner provided by Managing Entity by the tenth (8th) of each month.

(f) The Network Service Provider is responsible for notifying the Network Manager within five (5) business days of any changes to personnel access to all Managing Entity reporting systems; Department web portal accounts, including access to IRAS and the Department of Corrections (DOC) Aftercare Referral System; so that the Management Entity can terminate access to accounts, as applicable.

(g) The Network Service Provider's data officer or designee shall participate in the Managing Entity's Director of Data Analytics conference calls or meetings.

(h) The Network Service Provider is responsible for the fidelity and validity of submitted data provided to the Managing Entity.

(i) The Network Service Provider shall correct any erroneous/rejected records for resubmission to the Managing Entity in the manner provided by the Managing Entity within ten (10) business days of receipt of error/rejection message. In the event that correction is not possible, the Network Service Provider will collaborate with the Managing Entity to correct the error as quickly as possible.

(j) In the event the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data rejections and outlines a solution to correctly submit the required records.

(k) The Managing Entity will provide a monthly data acceptance rate report to the Network Service Provider. The Network Service Provider shall maintain a minimum ninety five percent data acceptance rate. In the event the Network Service Provider's total monthly submission per data set results in an acceptance rate less than ninety five percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data deficiencies and outlines a solution to correctly submit the required records.

(l) Pursuant to §394.461(4)(a)-(c), Fla. Stat., any Network Service Provider that has a facility designated as a public receiving facility, and is a part of the Managing Entity's SOC, shall report the appropriate SAMH-related Payor Class data. The Network Service Provider shall submit Payor Class data for the fiscal year ending June 30th, in the format and directions provided by the Managing Entity, no later than sixty (60) days following the end of the state fiscal year.

(m) The Network Service Provider is required to collect and submit all data required as a result of this contract, including Federal and State grant awards. Data shall be submitted accurately and completely within the specified timeframes as established by the Managing Entity.

(n) The Network Service Provider must discharge client records in the Managing Entity's reporting system after six months of inactivity.

(7) Financial Management

(a) The Network Service Provider and entities the Network Service Provider subcontracts with shall be fiscally sound, and can adequately ensure the accountability of public funds.

(b) As a recipient of federal funding, the Network Service Provider shall comply with **Federal Grant Financial Management Requirements – Incorporated Document 19**.

(c) The Network Service Provider's financial management and accounting system must have the capability to generate financial reports by fund source, as to individual service recipient utilization, cost, and billing for the Managing Entity.

(d) The Network Service Provider shall ensure that it budgets and accounts for revenues and expenditures in accordance with Chapter 65E-14, F.A.C.

(e) The Network Service Provider shall ensure that all accounting systems and accounting procedures and practices conform to generally accepted accounting principles and standards.

(8) Incident Reporting

(a) The Network Service Provider is required to notify the Managing Entity of all possible critical incidents, as defined in the Department CFOP 215-6 Incident Reporting and Client Risk Prevention (dated April 1, 2013 or most recent version), which is incorporated herein by reference. This requirement is met through the Network Service Provider's direct reporting into the Department's Incident Reporting and Analysis System (IRAS), within twenty-four (24) hours of the incident occurring.

(b) The Network Service Provider must have written policies and procedures in place to ensure the timely and accurate reporting of critical incidents to the Managing Entity.

(c) The Network Service Provider shall designate at least one (1) staff person to be the Incident Coordinator, or similar title, for the provider/agency. This person shall manage the Network Service Provider's incident notification process, and shall be the identified single point of contact for the Managing Entity regarding incident reporting. Additional staff may be designated to enter incident information into the IRAS at the discretion of the Network Service Provider.

(d) The Network Service Provider shall notify the Managing Entity's CQI Specialist in writing of the name and contact information of the designated Incident Coordinator(s).

(e) The Network Service Provider shall, within 5 business days, submit written notification to the Managing Entity's CQI Specialist of any change in the Incident Coordinator position, identifying the name and contact information of the successor.

(f) The Network Service Provider is required to notify the Managing Entity of all possible critical incidents, via direct data entry into IRAS within 24 hours of the incident occurring. This includes weekends and holidays.

(g) In the event of a death of an individual served which occurs on any of the Network Service Provider's service delivery sites, the Network Service Provider is required to provide an electronic submission into IRAS and notify the Managing Entity via telephone of the death within 24 hours of the occurrence. Calling the Managing Entity, in addition to IRAS submission, also applies to elopement of a child or court-ordered adult and any incident involving active media involvement. Network Service Providers may call the Managing Entity's Access to Care Line, requesting to speak to a member of the Clinical Department at (877) 229-9098.

(h) When information is found to be missing from an incident report, a request by the Managing Entity shall be sent to the Network Service Provider for completion. Network Service Providers have 24 hours from the date/time of the request to submit missing information back to the Managing Entity, as well as update the incident report in the IRAS system.

(9) SAMH Community Consumer Satisfaction Survey (SCCSS)

(a) The Substance Abuse and Mental Health (SAMH) Community Consumer Satisfaction Survey (SCCSS) is based on a survey instrument for adults and children originally developed by the Mental Health Statistics Improvement Project (MHSIP) Task Force sponsored by the SAMHSA, Center for Mental Health Services (CMHS), to meet the Federal data requirements of the Consumer-Oriented Mental Health Report Card.

(b) The Network Service Provider is responsible for collecting and submitting survey data as specified in this contract, and per DCF Data System Guidelines. The Managing Entity has developed a collection and reporting system in which the required survey data is measured each quarter and reviewed on an ongoing timeline throughout the year. The Department requires that the content of the survey instrument remain the same. The core questions and domains for these questions cannot be modified, but additional questions may be incorporated if the Managing Entity has cause to add items.

(c) The Network Service Provider shall:

1. Have written policies and procedures in place for the collection and ongoing submission of consumer satisfaction survey data to the Managing Entity in the manner provided by Management Entity.
2. Meet each quarterly survey submission quota by the quarterly deadline as defined by the Managing Entity for each program area the Network Service Provider serves. Failure to meet quarterly compliance and/or end-of-year compliance may result in a CAP.
3. Collect and report survey data for Individuals Served in each of the following four program areas, as specified in this contract:
 - a. Group 1: Adult Mental Health (AMH)
 - b. Group 2: Adult Substance Abuse (ASA)
 - c. Group 3: Children's Mental Health (CMH)
 - d. Group 4: Children's Substance Abuse (CSA)

DIRECTION TO PROVIDERS ON HOW TO CALCULATE QUARTERLY SURVEY SUBMISSION TOTALS

	AMH		CMH		ASA		CSA	
	Prior FY Served	Sample Size	Prior FY Served	Sample Size	Prior FY Served	Sample Size	Prior FY Served	Sample Size

Provider	See DCF Data System Guidelines	See DCF Data System Guidelines	See DCF Data System Guidelines	See DCF Data System Guidelines
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Quarterly Quota for (PROVIDER NAME HERE): _____ ANNUAL QUOTA: _____

To calculate quarterly quota: take the annual minimum sample size total and divide by 4 to identify quarterly target for surveys, repeat for each program area.

Per DCF Data System Guidelines:

Short-term programs with less than 30 days length of stay are exempt from the survey guidelines. These programs include, but may not be limited to, the following: detoxification-only, CSU-only, assessment-only services or non-client specific services (e.g., prevention).

4. The Network Service Provider shall submit electronically all consumer survey responses to the Managing Entity in the manner provided by Management Entity.

(10) Wait List

Wait list information may be used by the Managing Entity as part of the utilization management and continuous quality improvement plans to identify needs and gaps in services across the SOC.

(a) The Network Service Provider shall:

1. Have written procedures in place to accurately track and ensure the maintenance of a complete wait list, by program or service type, for their agency. Procedures should include reference to the submission of data to the Managing Entity in the manner provided by the Managing Entity.
2. Only Prevention and Non-Client Specific services are exempt from maintaining a wait list. All other program services must track access and availability of care via maintenance of a wait list.
3. Count those individuals who have been screened and meet criteria and are deemed in need of substance abuse or mental health treatment services from the Network Service Provider.
4. When an individual is receiving interim services while awaiting admission into the recommended treatment service, that individual is reported on the wait list as waiting for the recommended service.
5. The provider is required to identify and note any interim services being provided to the consumer while on the wait list.
6. The Network Service Provider is required to enter consumers on a wait list in accordance with _____ the _____ DCF Data System Guidelines and via the manner provided by the Managing Entity.
7. The provider may be subject to a CAP as a result of identified reporting issues or deficiencies.

(b) General Policies and Considerations

The following time frames shall be used for placing an individual on the wait list:

1. Any individual waiting longer than four (4) days for a residential bed for either mental health or substance abuse shall go on a wait list.

2. Any individual waiting longer than four (4) days for a bed in Detox shall go on a wait list.
3. Any individual waiting longer than fourteen (14) days for outpatient services (both mental health and substance abuse), intervention (substance abuse only), or methadone services, shall go on a wait list.
4. Any individual waiting longer than fourteen (14) days for a non-mental health funded service shall go on a wait list.
5. Any individual referred to a state treatment facility shall go on a wait list once the packet is considered complete.

Guidelines for maintaining a wait list specific to Substance Abuse Services:

1. Any individual who has been screened and is in need of substance abuse treatment shall go on a wait list. This applies only to an in-person screening for services.
2. In order for the individual to remain on the wait list, an in-person meeting, telephone contact or other documented contact must have taken place at least within 30 days of the initial contact and at least every thirty (30) days thereafter. The contacts should be more frequent than every thirty (30) days, however, the individual must be contacted within the thirty (30)-day time period.
3. Individuals in treatment, but waiting for the appropriate level of service, should be counted as waiting for the appropriate level of service. For example, an individual receiving one hour of outpatient treatment once a week while waiting to enter a residential program should be counted on a wait list for residential treatment.
4. Each individual counted on a wait list must have supporting documentation, i.e., the Wait List Documentation Form, maintained in a file separate from the client's clinical record. The information on this form shall be used to verify what is reported on the wait list.
5. Wait list information must be updated on a monthly basis. Any individual who has not had an in-person, telephone or other documented contact in the last thirty (30) days should be removed from the wait list.
6. Incarcerated individuals are not counted as waiting for treatment. Exceptions apply when an incarcerated individual's only condition for being released is admission into a substance abuse treatment program. In this case, the incarcerated individual shall be counted on a wait list.

(11) Bed Count

- (a) The Managing Entity must have the ability to immediately provide accurate and real time data on current bed status information to Department. This information includes, but may not be limited to, the number of available beds by payor source and program type across the SOC.
- (b) All Network Service Providers with licensed bed capacity shall report daily bed count data in the manner provided by Management Entity.
- (c) Additionally, the Managing Entity shall systematically review bed count information to identify trends in utilization and potential opportunities to improve access to care within the SOC.
- (d) All Network Service Providers with licensed bed capacity shall:
 1. Maintain 100% compliance with entering and updating bed count information for the following:
 - a. Residential (all levels) and Room and Board (all levels): for each program and bed type daily.

- b. ACSU Facilities (Crisis Stabilization, Hospital licensed as Public Receiving Facility, and Substance Abuse Detoxification and Addiction Receiving Facility): for each program, bed type and payor source daily.
2. Have written policies and procedures in place to ensure the maintenance of an accurately completed daily bed count. Procedures shall include reference to the data entry of bed count in the manner provided by Managing Entity.
3. Provide the Managing Entity with the name and contact information of the designated point of contact for bed count compliance within thirty (30) days of contract execution.
4. Respond to requests from the Managing Entity for additional information regarding bed count within twenty-four (24) hours of receipt of the request.

(12) Eligibility to be a Network Service Provider

(a) Exclusionary Criteria. The Network Service Provider acknowledges that any of the following would prohibit a contract with the Managing Entity:

1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, Fla. Stat.;
2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
3. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
4. Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or
5. Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473(2), Fla. Stat. Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, a the Network Service Provider is found to have submitted a false certification under s. 287.135, F.S., or is placed on the Scrutinized Companies with Activities in Sudan List, or is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) Provisions for Compliance. The Network Service Provider and any of its subcontractors shall comply with:

1. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
2. OMB Circular A-122, Cost Principles for Non-profit Organizations;
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations;
4. The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>;
5. Chapter 65E-14, F.A.C.;

6. Block Grant requirements, including maintenance of effort;
7. State and federal grant requirements;
8. TANF requirements, if applicable;
9. Chapter 427, Fla. Stat., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if funds under this contract will be used to transport individuals served; and
10. Department or Managing Entity policies related to the delivery of service.

(c) Task Limits. The Network Service Provider shall perform only Managing Entity approved tasks and services with Managing Entity funding. With the exception of individuals served from statewide Mental Health Treatment Facilities, services shall only be provided in the following county(ies): **Duval, Clay, Nassau**; however, Individuals who reside in any of the counties of Florida can be served by this contract in accordance with §394.674, Fla. Stat.

(13) Bed Hold

(a) For SAMH-funded individuals admitted to and being treated in a residential setting (Detox, Res 1-4, etc.) who require a leave of absence or transfer from the facility due to:

- a. Psychiatric emergency;
- b. Medical emergency; or
- c. When the leave of absence is an explicit part of the treatment plan of the Individual Served and is clearly documented in the clinical record;

the Managing Entity shall continue to pay the contracted rate to hold the bed during the leave of absence for a period not to exceed seventy-two (72) hours from the date of transfer/leave of absence. For absences that continue in excess of seventy-two (72) hours, the Network Service Provider shall submit **Exhibit M - Bed Hold Request Form**, to the Managing Entity to request continued authorization for payment.

The Managing Entity will authorize bed hold requests for no more than seven (7) days at a time. If a bed hold request exceeds seven (7) days, the Network Service Provider submitting the request should resubmit an additional **Exhibit M - Bed Hold Request Form** and participate in a staffing held by the Managing Entity.

(b) Regarding leave of absence due to elopement or leaving treatment against medical advice, in most circumstances, the Managing Entity will not pay for bed days when an Individual Served is not physically present to receive the services, except as outlined above. Therefore, the Managing Entity can be invoiced for the date the Individual Served eloped as well as the date they return to treatment, if they return to the Network Service Provider's facility.

(14) Reporting to the Office of Inspector General

Network Service Providers and their subcontracted agencies shall comply with the provisions of CFOP 180-4 with respect to reporting requirements to the Office of the Inspector General.

(15) Requests for Modification

Network Service Providers shall utilize the **Exhibit G - Submission of Information Form** to request changes from the Managing Entity as it relates to the programs operated under this agreement. This form shall encompass changes to programs, funding and allocations.

2. Staffing Changes

- a. The Network Service Provider shall comply with their staffing plan contained in the Managing Entity-

approved **Exhibit C - Projected Operating and Capital Budget, Exhibit D - Personnel Detail Record, and Exhibit E - Agency Capacity Report.**

b. The Network Service Provider shall, within five business days, submit written notification to the Network Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:

- (1) Chief Executive Officer (CEO);
- (2) Chief Operations Officer (COO);
- (3) Chief Financial Officer (CFO);
- (4) Chief Information Technology Officer (CITO); or
- (5) Any other equivalent position within the Network Service Provider's organizational chart.

3. Network Service Provider Subcontracts

a. This contract allows the Network Service Provider to subcontract for the provision of all services, subject to the provisions of the Lutheran Services Florida Standard Contract. Written requests by the Network Service Provider to subcontract for the provision of services under this contract shall be routed through the Managing Entity's Network Manager for this contract. Prior written approval by the Managing Entity for any subcontracting of services is required. Subsequent changes to any approved subcontract agreement must also receive prior approval from the Managing Entity. The act of subcontracting shall not in any way relieve the Network Service Provider of any responsibility for the contractual obligations of this contract.

b. If this contract allows for the subcontract of services, as defined above, the Network Service Provider shall not subcontract for Behavioral Health Services with any person or entity which:

- (1) Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with §287.133, Fla. Stat.;
- (2) Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
- (3) Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
- (4) Has failed to implement a CAP approved by the Department or any other governmental entity, after having received due notice; or
- (5) Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473, Fla. Stat. Regardless of the amount of the subcontract, the Network Service Provider shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, the subcontractor is found to have submitted a false certification or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector or is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel List.

4. Service Location and Equipment

a. Service Delivery Location

The location of services shall be as specified and described in the program description which is to be submitted by the Network Service Provider in the manner provided by the Managing Entity.

b. Changes in Location

The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, at least ten

(10) calendar days prior to any changes in locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements. The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, a minimum of 30 days prior to making any changes in location that will affect the Managing Entity's ability to contact the Network Service Provider by telephone or facsimile transmission or email.

c. Equipment

(1) The Network Service Provider shall supply all equipment necessary to provide services and fulfill the terms and conditions of this contract, including but not limited to; computers, telephones, copier, and fax machines, supplies and maintenance, and necessary office supplies.

(2) The Network Service Provider shall comply with requirements in the **Tangible Property Requirements & Contract Provider Property Inventory Form – Incorporated Document 13**, which is incorporated herein by reference.

5. Deliverables

a. Services

The Network Service Provider shall deliver the services specified in and described in the Program Description submitted by the Network Service Provider and as set forth in **Exhibit H - Funding Detail**. Changes to the services offered under this contract are subject to approval of the Managing Entity in advance of implementation.

b. Records and Documentation

(1) The Network Service Provider shall protect the confidentiality of all records in its possession from disclosure and protect the confidentiality of Individuals Served in accordance with federal and state law, including but not limited to: §§394.455(3), 394.4615, 397.501(7), 414.295, Fla. Stat.; 42 C.F.R. §2, and 45 C.F.R. Part 164.

(2) The Network Service Provider shall notify the Managing Entity of any requests made for public records within five (5) business days of receipt of the request and shall assume all financial responsibility for records requests, records storage, and retrieval costs.

(3) The Network Service Provider shall maintain adequate documentation of the provision of all tasks, deliverables, expenditures, and Behavioral Health Services, including but not limited to:

(a) Total number of Individuals Served;

(b) Names (or unique identifiers) of individuals to whom services were provided; and

(c) Date(s) that the services were provided, so that an audit trail documenting both the provision of service, and expenditure can be maintained.

c. Reports

(1) The Network Service Provider shall submit all required documentation specified in **Exhibit A - Required Reports**, by the dates specified therein.

(2) The Network Service Provider shall ensure that its independent financial audit report is completed in compliance with and shall include the standard schedules that are outlined in Rule 65E-14.003, F.A.C.

(3) The Network Service Provider shall submit service data to the Managing Entity as required in §394.74(3) (e), Fla. Stat., and Rule 65E-14.022, F.A.C., and the Network Service Provider shall submit the data electronically by the tenth (8th) of each month for the previous month's services, as specified by this contract and in accordance with the DCF Data System Guidelines.

(4) The Network Service Provider shall:

- (a) Ensure that the data submitted clearly documents all Individuals Served admissions and discharges which occurred under this contract;
- (b) Ensure that all data is submitted electronically to the Managing Entity is consistent with the data maintained in the Network Service Provider's Individuals Served files;
- (c) Review File Upload History and error reports to determine number of records accepted, updated, and/or rejected. It is the responsibility of the Network Service Provider to download any associated error files to determine which records were rejected and to ensure that rejected records are corrected and resubmitted within specified timeframes.
- (d) Resubmit corrected records no later than the next monthly submission deadline. In the event that the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent (5%) for two consecutive months, the Network Service Provider shall submit a CAP within thirty (30) days of the second deficient month that includes timeframe for correcting all prior data rejections; and
- (e) In accordance with the provisions of §402.73(1), Fla. Stat., and Rule 65-29.001 F.A.C., CAPs may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such CAPs.
- (5) The Network Service Provider shall make all requested documentation available electronically. The Network Service Provider shall ensure that all documents are clearly legible and are sent in the original format. All reports and plans or changes to existing reports and plans shall be uploaded within five (5) business days of the change or Managing Entity's approval, when approval of a plan is required.
- (6) Prior to the start the Network Service Provider's contract period, the Network Service Provider shall submit, for the Managing Entity review and approval the **Exhibit C - Projected Operating and Capital Budget, Exhibit D - Personnel Detail Record, and Exhibit E - Agency Capacity Report** pursuant to Rule 65E-14.021, F.A.C. The Managing Entity shall re-approve the Projected Operating and Capital Budget prior to any change to a Network Service Provider's unit rates.
- (7) Following the fiscal year, the Network Service Provider must submit the **Exhibit C-1 - Statement of Revenue and Expense and Exhibit D-1 - Statement of Revenue and Expense Personnel Detail** to reconcile LSF Health System payments with Network Service Provider actual expenditures per CFDA/CSFA numbers.
- (8) For all client non-specific services where unit rates are set pursuant to Rule 65E-14.021, F.A.C., the budgeted SAMH funding per covered service shall be updated to reflect the utilization pattern established in the previous fiscal year(s) of the contract period.
- (9) Where this contract requires the delivery of reports to the Managing Entity, mere receipt by the Managing Entity shall not be construed to mean or imply acceptance of those reports. The Managing Entity reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract, and must notice the Network Service Provider electronically within fifteen (15) days of receipt of the report by the Managing Entity. The Managing Entity, at its option, may allow additional time within which the Network Service Provider may remedy the objections noted by the Managing Entity or the Managing Entity may, after having given the Network Service Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.
- (10) The Network Service Provider is required to comply with **Attachment III** to the Lutheran Services Standard Contract.

d. Performance Specifications

The Network Service Provider shall be solely and uniquely responsible for the satisfactory performance of the tasks described in this contract and its Incorporated Documents and Exhibits. By execution of this contract, the Network Service Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it fully understands all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof whether performed by the Network Service Provider or its subcontractor(s), as applicable.

e. Performance Outcomes Measures

(1) In addition to any criteria for approval of deliverables and services for payment, the Network Service Provider must meet the performance outcomes measures specified in **Exhibit B - Performance Outcome Measures** and document monthly progress toward compliance with the targets.

(2) Performance outcome measures shall be evaluated monthly and during each annual monitoring of the Network Service Provider. The Network Service Provider is responsible and accountable for meeting all performance outcomes measure targets, as specified in this contract.

(3) The performance outcome measures targets are subject to periodic review by the Department and adjustments to the targets or the measures may be made by mutual agreement between the Managing Entity and the Department.

(4) The Network Service Provider agrees that the SAMH data system shall be the source for all data used to determine compliance with performance outcomes measures, understanding that the Network Service Provider submits all data in the manner provided by Management Entity, and once validated by the Managing Entity, the Managing Entity then submits that data to FASAMS. Performance of the Network Service Provider shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to Network Service Provider and initiate corrective actions, as required, and shall report to the Department on a quarterly basis.

(5) The Network Service Provider shall submit all services related data for Individuals Served that are funded in whole or in part by SAMH funds and local match.

f. Performance Measurement Terms

The DCF Data System Guidelines provides the definitions of the data elements used for various performance outcomes measures and contains policies and procedures for submitting the required data into the Managing Entity in the manner provided by Management Entity.

g. Performance Evaluation Methodology

The methodology and algorithms to be used in assessing the Network Service Provider's performance are outlined in the guidance document **Performance Outcomes Measurement Manual – Incorporated Document 14**, which is incorporated herein and may be located on the Managing Entity's website.

h. Performance Standards Statement

By execution of this contract, the Network Service Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and shall be bound by the conditions set forth in this contract. If the Network Service Provider fails to meet these standards, the Managing Entity, at its exclusive option, may allow a reasonable period, not to exceed three months, for the Network Service Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Managing Entity within the prescribed time, and if no extenuating

circumstances can be documented by the Network Service Provider to the Managing Entity's satisfaction, the Managing Entity may terminate the contract. The Managing Entity has the exclusive authority to determine whether there are extenuating or mitigating circumstances. The Network Service Provider further acknowledges and agrees that during any period in which the Network Service Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

i. Failure to Perform

If the Network Service Provider fails to perform in accordance with this contract, or fails to perform the minimum level of service required by this contract, the Managing Entity will apply financial consequences provided for in the Lutheran Services Florida Standard Contract, Paragraph 21. The parties agree that the financial consequences provided for under this section constitute financial consequences under §§287.058(1)(h); and 215.871(1)(c), Fla. Stat. The foregoing does not limit additional financial consequences, which may include, but are not limited to, refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this contract so provides, or termination pursuant to the terms of the Lutheran Services Florida Standard Contract, and requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the Lutheran Services Standard Contract, to the extent of such error.

j. Corrective Action Plan for Performance Deficiencies

By execution of this contract, the Network Service Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If performance deficiencies are not resolved to the satisfaction of the Managing Entity within the prescribed time, and if no extenuating circumstances can be documented by the Network Service Provider to the Managing Entity's satisfaction, the Managing Entity may terminate the contract. The Managing Entity has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

Corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Financial consequences may be imposed for failure to implement or to make acceptable progress on such corrective action as identified and set forth in the Lutheran Services Standard Contract, Financial Penalties for Failure to Take Corrective Action.

6. Network Service Provider Responsibilities

The Network Service Provider shall:

- (1) Collaborate with the Managing Entity to amend into this contract all applicable requirements of any appropriations, awards, initiatives, or Federal grants received by the Managing Entity and the Department;
- (2) Cooperate with the Managing Entity and the Department when investigations are conducted regarding a regulatory complaint;
- (3) Integrate the Managing Entity's and the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations;

(4) The Network Service Provider shall coordinate with the Community Based Care lead agency, or agencies, as appropriate, to further the child welfare role of the Department, pursuant to §409.996(12), Fla. Stat. Such coordination shall be in accordance with **Incorporated Documents 6, 16, 28, and 30**, which are incorporated herein by reference;

(5) The Network Service Provider shall coordinate with the judicial system, the criminal justice system, and the local law enforcement agencies in the geographic area, to develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall be as provided under pt. I of ch. 397, Fla. Stat., and §394.9082, Fla. Stat., and apply to persons with substance use and mental health disorders who are included in the priority population pursuant to §394.674, Fla. Stat., who are arrested for a misdemeanor;

(6) The NSP shall coordinate with the judicial system to provide services covered through this contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system;

(7) The NSP shall integrate the Managing Entity's current initiatives, new state and federal requirements, and policy initiatives into its operations and

(8) Comply with 45 C.F.R. Section 164.504(e)(2)(ii).

7. Managing Entity Responsibilities

a. Managing Entity Obligations

(1) The Managing Entity shall provide technical assistance and support to the Network Service Provider as necessary, concerning the terms and conditions of this contract.

(2) The Managing Entity shall collaborate with the Community Based Care lead agencies to integrate other services with the substance abuse and mental health treatment and supports, and shall require Network Service Providers to participate on family or clinical teams, pursuant to §409.996(12), Fla. Stat.

(3) The Managing Entity shall coordinate with the judicial system to provide services covered through its contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system in collaboration with Network Service Providers; and

(4) The Managing Entity shall participate in the interagency team meetings created as a result of the Interagency Agreement for child-serving agencies, in collaboration with Network Service Providers where appropriate.

b. Determinations

The Network Service Provider agrees that services funded by this contract other than those set out in this contract, shall be provided only upon receipt of a written authorization from the Managing Entity Network Manager. The Department has final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

c. Monitoring Requirements

(1) The Network Service Provider shall be monitored in accordance with §394.741, Fla. Stat., §402.7305, Fla. Stat., CFOP 75-8, Contract Monitoring Operating Procedures, and shall be monitored on its performance of any and/or all requirements and conditions of this contract. The Network Service Provider shall comply with any requests made by the Managing Entity's evaluator(s) as part of the conduct of such monitoring. At no cost to the Managing Entity, the Network Service Provider shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.

(2) The Managing Entity shall provide a written report to the Network Service Provider within 30 days

of the monitoring team's exit. If the report indicates corrective action is necessary, the Network Service Provider shall provide a proposed corrective action plan for the Managing Entity's approval, except in the case of threat to life or safety of Individuals Served, in which case the Network Service Provider shall take immediate action to ameliorate the threat and associated causes. The Network Service Provider's Corrective Action Plan is to be completed and returned to the Managing Entity for approval within fifteen (15) days of receipt of the monitoring report.

(3) In addition to the monitoring outlined above, the Managing Entity shall assess the overall performance of the Network Service Provider.

(4) Assessment shall include, but may not be limited to, reviews of procedures, data systems, program service delivery, accounting records, financial management policies and procedures and support documentation, internal quality improvement reviews, and documentation of service of Individuals Served. The Network Service Provider shall cooperate at all times with the Managing Entity to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Managing Entity.

C. Method of Payment

1. Payment Clause

This contract is comprised of federal and state funds, subject to reconciliation. The **Exhibit H - Funding Detail** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit H - Funding Detail** shall be amended into this contract, and the total contract amount shall be adjusted accordingly, on an annual basis.

The contract total dollar amount shall not exceed \$1,435,813.00, subject to the availability of funds from the Department. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month.

a. The Managing Entity shall pay the Network Service Provider for the delivery of services provided in accordance with the terms and conditions of the **fee-for-service** payment methodology.

(1) If the Network Service Provider has special funding with varying method of payments, the special funding Attachment will outline the method of payment for that program.

(2) For all special funding paid using a fixed rate payment methodology:

(a) The total monthly payment amount shall not exceed one-twelfth of the fixed rate portion of the contract amount. The payment amount shall be included as a line item in the Network Service Provider's Exhibit I Invoice under the regular contract with the following documentation provided as support.

(b) The Network Service Provider shall submit the **Exhibit O – Expenditure Reconciliation Report** which will outline expenses incurred. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly Expenditure Reconciliation reports after the third quarter depending on the Network Service Providers rate of spending.

(c) All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

(d) LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Network Service Provider in the Expenditure Reconciliation Report.

(e) LSF Health Systems will audit substantiating documentation outlined on the Expenditure Reconciliation Report as part of its monitoring and oversight process.

(f) Network Service Provider shall return to LSF Health Systems any unused funds and unmatched grant funds, as documented in the final Expenditure Reconciliation Report, no later than 60 days following the ending date of the subcontract.

(g) The Department of Children and Families CFOP 75-02 and Uniform Guidance govern fixed rate under this contract. The provisions therein are incorporated herein by reference.

(h) Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

(i) Mileage for travel will be reimbursed at a rate not to exceed \$0.445 per mile, the current rate established by the State of Florida.

(3) For all special funding paid using a cost reimbursement payment methodology:

(a) The total monthly payment amount shall not exceed one-twelfth of the contract amount. The payment amount shall be included as a line item in the Network Service Provider's Exhibit I Invoice under the regular contract with the following documentation provided as support.

(b) The Network Service Provider shall submit the **Exhibit P - Cost Reimbursement Report - Part 1 and Part 2** which will outline expenses incurred. This report shall be submitted on or before the 8th of the month following the month for which payment is being requested the end of each quarter along with all substantiating documentation and/or receipts.

(c) All funds paid under the cost reimbursement methodology must be accounted for through the Cost Reimbursement Report and any funding not accounted for is subject to repayment to LSF Health Systems.

(d) LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Network Service Provider in the Cost Reimbursement Report.

(e) LSF Health Systems will audit substantiating documentation outlined on the Cost Reimbursement Report as part of its monitoring and oversight process.

(f) Network Service Provider shall return to LSF Health Systems any unused funds, as documented in the final Cost Reimbursement Report, no later than 60 days following the ending date of the subcontract.

(g) The Department of Children and Families CFOP 75-02 and Uniform Guidance govern cost reimbursement under this contract. The provisions therein are incorporated herein by reference.

(h) Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

(i) Mileage for travel will be reimbursed at a rate not to exceed \$0.445 per mile, the current rate established by the State of Florida.

2. Invoice Requirements

a. In accordance with the terms and conditions of this contract, the Network Service Provider shall submit monthly data to generate an invoice no later than 5pm on the 8th calendar day following the month for which payment is being requested, in the form of person and non-person specific data with adequate supporting documentation and appropriate data on service utilization and individuals served, in accordance with the DCF Data System Guidelines;

(1) The Network Service Provider shall attest and certify as to each monthly data submission for invoicing that, at the time of submission, no other funding source was known for the included services. This attestation shall be contained in the body of the electronic message when submitting the invoice by 5pm on the 8th.

(2) Allowable covered services within a bundled rate, as defined by the FASAMS Pamphlet 155-2, must

be reported as the actual covered service (i.e. Case Management, Medical Services, etc.). This is also known as "encounter data".

- b. Failure to submit properly complete and accurate invoice data shall prevent the authorization of payment;
- c. Within ten (10) business days of receipt of properly completed invoice data from the Network Service Provider, the Network Manager shall either approve the invoice for payment or notify the Network Service Provider of any deficiencies that must be corrected by the Network Service Provider;
- d. Failure to submit the required documentation shall cause payment to be delayed until such documentation is received;
- e. The Managing Entity shall make payment not more than thirty-five (35) days from the date eligibility for payment is determined, subject to the availability of funds from the Department;
- f. When the Managing Entity fully implements the electronic invoice process, the Network Service Provider will be paid based upon the accepted data entered into the Managing Entity's reporting system.
- g. Following the conclusion of each state fiscal year, the Network Service Provider shall submit invoice data for the final invoice to the Managing Entity no later than July 31st;
- h. The Managing Entity reserves the right to request additional documentation to support the payment of an invoice at any time;

3. Local Match Calculation

- a. The Network Service Provider shall maintain, at minimum, an accounting of local match, and report local match to the Managing Entity upon request. The **Exhibit J - Local Match Calculation Form** shall be submitted upon request of the Managing Entity.

4. Allowable Costs

- a. All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the Cost Principles for non-profit organizations, pursuant to 2 C.F.R., pt. 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations,) and the Financial Rules pursuant to Rule 65E-14, F.A.C.
- b. Any compensation paid for an expenditure subsequently disallowed as a result of the Network Service Provider's noncompliance with state or federal funding regulations shall be repaid to the Managing Entity upon discovery.
- c. Invoices must be dated and submitted by an authorized representative of the Network Service Provider, in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted by the Managing Entity, in accordance with the DCF Data System Guidelines.
- d. The Network Service Provider is required to submit a new Form W-9 through the DFS website at <http://flvendor.myfloridacfo.com>. This website provides a new substitute Form W-9 that is unique to Florida and collects and integrates the information with other electronic data to facilitate payment. Consequently, all Network Service Providers, regardless of their business type, size, or tax status, who have not already completed this requirement must use this website and complete the required information. The DFS W-9 system includes a verification of the data submitted with the Internal Revenue Service (IRS). Mismatches shall be identified and returned to the grant recipients for resolution. DFS shall reject invoices from grant recipients who have not submitted a new substitute W-9 that has been validated by the IRS.

5. Third Party Billing

- a. The Managing Entity and the Department are intended to be Payors of last resort. The Network

Service Provider shall adhere to the following guidelines for payment and billing:

(1) The Network Service Provider shall not bill the Managing Entity for services provided to:

(a) Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or

(b) Recipients of Medicaid, or another publicly funded health benefits assistance program, when the services provided are paid by said program.

(2) The Network Service Provider shall comply with the terms and conditions of 65E-14, F.A.C. in determining which individuals to bill to the Managing Entity.

b. The Network Service Provider shall report Medicaid earnings and earnings from other publicly funded health benefits assistance programs separately from all other fees.

6. Temporary Assistance to Needy Families (TANF) Billing

The Network Service Provider must comply with the applicable obligations under Part A or Title IV of the Social Security Act. The Network Service Provider agrees that TANF funds shall be expended for TANF participants as outlined in the guidance document **TANF – Incorporated Document 21**, which is incorporated herein by reference and Temporary Assistance to Needy Families (TANF) Guidelines, which is incorporated herein by reference and may be located at:

<https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>

7. Payments from Medicaid Health Maintenance Organizations, Prepaid Mental Health Plans, or Provider Services Networks

Unless waived in **Section D** (Special Provisions) of this contract, the Network Service Provider agrees that sub-capitated rates from a Medicaid health maintenance organization, prepaid mental health plan, or provider services network are considered to be “third party payor” contractual fees as defined in Rule 65E-14.001, F.A.C. Services that are covered by the sub-capitated contracts and provided to persons covered by these sub-capitated contracts must not be billed to the Managing Entity. The Network Service Provider shall ensure that Medicaid funds shall be accounted for separately from funds for this contract, and reported to the Managing Entity as per **Section C** (Method of Payment) **5b.** (Third Party Billing.)

Information and Referral and Crisis Support Emergency

Network Service Providers who are contracted for the Information and Referral and Crisis Support Emergency covered services will receive reimbursement up to an agreed percentage of the total payment due for each applicable OCA on the monthly invoice.

D. Special Provisions

1. Dispute Resolution

a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five working days of the execution of this contract, each party shall designate one person, with the requisite authority, to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives shall conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Network Service Provider's Chief Executive Officer (CEO) and the Managing Entity's Chief Executive Officer (CEO). Upon referral to this second step, the respective parties shall

confer in an attempt to resolve the issue.

b. If the CEOs are unable to resolve the issue within ten days, the parties' appointed representatives shall meet within ten working days and select a third representative. These three representatives shall meet within ten working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Department's Secretary who shall work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be in Hillsborough County, Florida.

2. MyFloridaMarketPlace Transaction Fee

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1) (d), F.A.C.

3. Contract Renewal

This contract may be renewed for a term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Managing Entity and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any subsequent amendments.

4. Insurance Requirements

a. The Network Service Provider shall notify the Network Manager within fifteen (15) calendar days if there is a modification to the terms of insurance, including but not limited to, cancellation or modification to policy limits.

b. The Network Service Provider acknowledges that as an independent contractor, the Network Service Provider is not covered by the State of Florida Risk Management Trust Fund for liability created by §284.30, Fla. Stat.

c. The Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Service Provider and all of its employees. The limits of Network Service Provider's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

d. If in the course of the performance of its duties under this contract any officer, employee, or agent of the Network Service Provider operates a motor vehicle, the Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage. The limits of the Network Manager's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

e. The Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Network Service Provider and all of its employees. If in the course of the performance of the duties of the Network Service Provider under this contract any officer, employee, or agent of the Network Service Provider administers any prescription drug or medication or controlled substance, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Network Service Provider and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

f. The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Network Service Provider purchasing the insurance.

g. All such insurance policies of the Network Service Provider shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A.M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Managing Entity and the Department as an additional insured under the policy(ies). The Network Service Provider shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity and the Department in the reasonable exercise of its judgment, with the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S.

(1) The Network Service Provider will provide the Managing Entity, at the time of the execution of this contract, a Certificate of Insurance indicating general, automobile, and professional liability coverage. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC" and "Florida Department of Children and Families" along with the respective facility address as additional insured and certificate holder. The Certificate of Insurance must also contain a waiver of subrogation in favor of "Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC" and "Florida Department of Children and Families". The Network Service Provider also agrees to indemnify the Managing Entity and the Department from and against any and all costs, claims, judgments suits or liabilities including attorney's fees related to or arising from the Network Service Provider and their performance of services under this contract. This indemnification obligation will survive the termination of this contract as applicable.

h. All such insurance obtained by the Network Service Provider shall be submitted to and confirmed by the Network Manager on an annual basis.

i. The requirements of this section shall be in addition to, and not in replacement of, the requirements of Section 10, of the Lutheran Services Florida Standard Contract to which this Attachment I is attached, but in the event of any inconsistency between the requirements of this section and the requirements of the Lutheran Services Florida Standard Contract, the provisions of this section shall prevail and control.

5. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

(1) "Employee assigned to the contract" means all persons employed during the contract term by the Network Service Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors of the Network Service Provider) assigned by the Network Service Provider to perform work pursuant to this contract with the Managing Entity.

(2) "Subcontract" means any contract entered into by a Network Service Provider to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another Network Service Provider.

b. Enrollment and Verification Requirements

(1) The Network Service Provider shall:

(a) Enroll as a provider in the E-Verify program within 30 calendar days of contract award or amendment.

(b) Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Network Service Provider or a Subcontractor to perform work pursuant to the contract with the Managing Entity shall be verified as employment eligible within three business days after the date of hire.

(2) The Network Service Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Network Service Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Network Service Provider shall be referred to a DHS or SSA suspension or debarment official.

(b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Network Service Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Network Service Provider, then the Network Service Provider must re-enroll in E-Verify.

(c) Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) The Network Service Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Network Service Provider through the E-Verify program.

(e) Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

(f) A photocopy of the employee's driver's license used to complete the I-9 Form must be maintained in the personnel file.

(g) The Network Service Provider shall include the requirements of this section, including this paragraph (f) (appropriately modified for identification of the parties), in each subcontract.

(h) The Subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Network Service Provider.

6. Preference to Florida-Based Businesses

The Network Service Provider shall maximize the use of state residents, state products, and other Florida-based businesses in fulfilling its contractual duties under this contract.

7. Financial Attestations

The Network Service Provider shall ensure compliance with Rule 65E-14.018, F.A.C., by obtaining a financial attestation from each consumer to validate their due diligence for fiscal stewardship of State funding. The financial attestation must include the annual household income, family size, client name, client identification number, a client signature, date of signature, staff signature and date staff signed the attestation. Financial eligibility will be determined based off of Health and Human Services Poverty Guidelines that are updated and released annually and where the household income is at 150% above Federal poverty level or less. Once a consumer reaches 151% above the Federal poverty level, the Network Service Provider shall enact their sliding fee scale to all services delivered.

8. Sliding Fee Scale

A copy of the Network Service Provider's sliding fee scale that reflects the uniform schedule of discounts referenced in Rule 65E-14.018, F.A.C., shall be kept in the Network Service Provider's contract file. The Network Service Provider shall submit to the Network Manager, within 15 days of the execution of this contract, a copy of the Network Service Provider's sliding fee scale.

9. Trust Funds for Individual Served

a. The Network Service Provider shall comply with 20 C.F.R. Section 416 and 31 C.F.R. Section 240, as well as all other applicable federal laws, regarding the establishment and management of individual

client trust accounts when the Network Service Provider is the representative payee, as defined as, the entity who is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of Individuals Served.

b. The Network Service Provider assuming responsibility for administration of the personal property and funds of clients shall follow the Department's Accounting Procedures Manual AMP 7, Volume 6, incorporated herein by reference (7APM6). The Managing Entity and the Department personnel or their designees, upon request, may review all records relating to this section. Any shortages of client funds that are attributable to the Network Service Provider shall be repaid, plus applicable interest, within one week of the determination.

c. Notwithstanding 7APM6 Section 15, the Network Service Provider shall maintain all reconciliation records on-site for review.

10. National Provider Identifier (NPI)

a. All health care providers, including the Network Service Provider, are eligible to be assigned a Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifiers (NPIs). However, Network Service Providers who are covered entities meeting the requirements of 45 CFR Part 162 must obtain and use NPIs.

b. An application for an NPI may be submitted online at:

https://hmsa.com/portal/provider/zav_pel.ph.NAT.500.htm

c. Additional information can be obtained from one of the following websites:

(1) The Florida Medicaid Health Insurance Portability and Accountability Act:

https://ahca.myflorida.com/Medicaid/hipaa/Docs/FL_Medicaid_NPI_requirements.pdf

(2) The National Plan and Provider Enumeration System (NPPES):

<https://nppes.cms.hhs.gov/NPPES/Welcome.do>

(3) The CMS NPI:

<https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProviderStand/>

11. Files of Individuals Served

The Network Service Provider is required to maintain all current and subsequent medical records/clinical files of Individuals Served. In the event a Network Service Provider program closes, the Managing Entity shall obtain files from the Network Service Provider and transport them to the Department.

12. Satisfaction Survey for Individuals Served

The Network Service Provider shall conduct satisfaction surveys of Individuals Served pursuant to the DCF Data System Guidelines.

13. Notification of Adverse Findings

The Network Service Provider shall report any adverse finding or report by any regulatory or law enforcement entity to the Managing Entity within 48 hours.

14. Medicaid Enrollment

The Network Service Provider shall enroll as a Medicaid provider. Exceptions to this requirement include instances where the Network Service Provider presents evidence that the services it renders under this contract are not payable by Medicaid or other circumstances approved by the Managing Entity.

15. Mobile Response Teams (MRTs)

The Network Service Provider must provide contact information for its local Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between ages 18 and 25, inclusive, who receive behavioral health services.

E. Program Specific Requirements

The Network Service Provider shall incorporate any additional program-specific funds appropriated by the Legislature or contracted for Behavioral Health Services. Any increases shall be documented through an amendment to this contract, resulting in a current fiscal year funding and corresponding service increase. Such increase in services must be supported by additional deliverables as outlined in the amendment.

The Network Service Provider shall adhere to the Exhibits and Incorporated Documents for program specific funds as outlined in Appendix A of this contract.

All Exhibits and Incorporated Documents can be found on the LSF Health Systems website: <https://www.lsfhealthsystems.org/contract-documents/>.

Appendix B outlines all of the exemptions pertaining to this contract.

Appendix C outlines all special attachments, beyond Attachment IV, pertaining to this contract.

Appendix D outlines all negotiated performance measure targets pertaining to this contract.

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ATTACHMENT II
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name of Organization

Address of Organization

ATTACHMENT III

The administration of resources awarded by the Department of Children and Families to the Managing Entity to the Network Service Provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200.500 to 2 CFR 200.521 and Section 215.97, F.S., as revised, the Managing Entity may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Managing Entity staff, agreed-upon procedure engagements as described in 2 CFR 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department or the Managing Entity. In the event the Department or the Managing Entity determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department or the Managing Entity regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.500-200.521. In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200.500 - 200.521. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children and Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR 200.500 - 200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.500-200.521, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in CFR 200.508

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract by including a note in the financial statement itself. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$750,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550

(local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children and Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Managing Entity pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within thirty (30) days (Federal) or forty-five (45) days (State) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. LSF Health Systems (1 copy)

Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC
9428 Baymeadows Rd, Ste 320
Jacksonville, FL 32256

B. Reporting packages for audits conducted in accordance with 2 CFR 200.500 - 200.521, and required by Part I of this agreement shall be submitted, when required by 200.521(d), by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with 2 CFR 220.512.

C. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
E-mail address: flaudg-en_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Managing Entity for audits done in accordance with 2 CFR 200.500 - 200.521 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or the Managing Entity or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or the Managing Entity or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department or the Managing Entity.

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ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

- civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CFR 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
 - 2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
 - 2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
 - 2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;
 - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
 - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;
 - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
 - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
 - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
 - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

- than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

ATTACHMENT V

This Attachment contains the terms and conditions governing the See You at the Top (SYATT) program which School Board of Clay County – SEDNET, hereinafter referred to as “Network Service Provider,” will administer in Duval, Clay, and Nassau counties. The terms of this Attachment shall be effective July 1, 2023, and shall continue through expiration of the Standard Contract to which this document is attached.

Section 1. Financial Consideration

1.1. Award Amount

School Board of Clay County – SEDNET has been awarded an amount for costs associated with administration of the See You at the Top (SYATT) program at its agency, not to exceed the specified program funding as set forth in the Exhibit H - Funding Detail, for both current fiscal year and carry forward funds from previous fiscal years, if applicable. This award is subject to availability of funds from the Department of Children and Families.

1.2. Payment

This award shall be paid using a fee-for-service methodology, subject to the availability of funds. The Network Service Provider shall comply with the terms of such methodology, including documentation and data reporting, as outlined in the body of the contract to which this document is attached.

Section 2. Program Administration

2.1. Program Objectives and Goals

2.1.1. See You at the Top (SYATT) Program: a youth-guided transitional program developed to address the unique needs of transition-aged youth who are at risk of substance abuse and mental health disorders. The group is made up of 10-12 children with a DSM diagnosis who have been referred by a school, mental health agency and are having difficulty within the community/school.

2.2. Admissions and Discharge

2.2.1. Refer clients from Family Service Planning Team (FSPT).

2.2.2. Referrals from community mental health agencies, schools, DJJ, churches, community advocacy groups, parents, local CBC's, Baker Act Facilities, and DCF.

2.2.1.1 SEDNET shall review all applications and meet with the parents to determine appropriateness of the referral.

2.2.3. Child has an IQ above 70, whose primary diagnosis is not Autism or intellectually disabled and is a community child.

2.2.4. All admissions are voluntary and require consent and participation.

2.2.5. Length of stay in the SYATT program is based on individual need.

2.3. Staffing and Professional Qualifications

2.3.1 The Network Service Provider shall maintain an adequate administrative organizational structure and support staff sufficient to perform its contractual responsibilities.

2.3.2 The Network Service Provider shall maintain the following minimum programmatic Full-Time Equivalent (FTE) staff for the provision of the services described herein.

2.3.2.1 1.0 FTE Project Manager

- a. This position shall, at minimum, possess:
 - i. A Masters degree in Health Services, and
 - ii. A minimum of ten years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.2.2 1.0 FTE Support Specialist

- a. This position shall, at minimum, possess:
 - i. A Bachelors degree in Health Services; or
 - ii. A minimum of four to five years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.2.3. 0.5 FTE Therapist

- a. This position shall, at minimum, possess:
 - i. A Bachelors degree in Health Services; or
 - ii. A minimum of two years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.2.4. 0.5 FTE Teacher

- a. This position shall, at minimum, possess:
 - i. A Bachelors degree in Health Services; or
 - ii. A minimum of two years of experience working with children or adolescents with behavioral health needs.
- b. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care.
- c. The Network Service Provider shall ensure staff in this position have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment.

2.3.3. The Network Service Provider must have these staff as part of the team; however, the number of staff and the functions they perform may vary in response to local needs and as approved by LSF Health Systems.

2.3.4. The Network Service Provider shall document that staff has adequate education and all other training necessary to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

2.3.5. The Network Service Provider must inform the Network Manager when positions become vacant.

- 2.4. The Network Service Provider shall maintain the following clinical documentation for individuals served in the program.

2.4.1. Intake/Assessment Documentation Requirements

- 2.4.1.1. The file contains basic demographic information, which includes; Name, address, telephone number, date of birth, names and addresses of guardian.
- 2.4.1.2. The file contains Release of Contact Information signed and dated by the student or guardian, which authorizes SEDNET to share contact information amongst the students and parent of the SYATT, Martial Arts Program, or Therapy.
- 2.4.1.3. The file contains Risk and Protective factors of client.
- 2.4.1.4. The file contains Consent for Treatment explaining goals of counseling, risks/benefits of counseling, confidentiality and agreement signed and dated by the student, guardian, and therapist/coach.

2.4.2. Treatment Services Requirements

- 2.4.2.1. The file contains documentation that an individual intervention plan was completed within 45 days of admission.
- 2.4.2.2. The individual intervention plan includes goals and objectives designed to reduce the severity and intensity of factors associated with substance abuse.
- 2.4.2.3. The individual intervention plan goals and objectives were derived from the initial assessment of the resident's needs and strengths.
- 2.4.2.4. The individual intervention plan goals and objectives are: Achievable; Reasonable timeframes; and stated in terms of measurable and observable changes.
- 2.4.2.5. For each goal or objective in the intervention plan the actions needed to attain that goal and the responsible individual(s) are listed.
- 2.4.2.6. The file contains documentation that the intervention plan was developed with and signed by the student or guardian and the staff who developed the plan. If the student or guardian refuses to sign, the reason for this, if determinable, is documented in the file.
- 2.4.2.7. New intervention plans shall be created once goals are reached and/or change.
- 2.4.2.8. The file contains documentation that the intervention plan was updated every 60 days and signed by student and the staff who developed the plan.

Section 3. Documentation**3.1. Description of Services as described in 65E-14.021, F.A.C**

3.1.1. Intervention (Individual and Group) focus on reducing risk factors generally associated with the progression of substance abuse and mental health problems. Intervention is accomplished through early identification of persons at risk, performing basic individual assessments, and providing supportive services, which emphasize short-term counseling and referral. This covered service shall include clinical supervision provided to a service provider's personnel by a professional qualified by degree, licensure, certification, or specialized training in the implementation of this service.

3.1.1.1. Examples of services include travel to and from SYATT groups, preparing chart/notes for group and facilitating group. Network Service Provider may bill LSFHS up to 3 people (Project Manager, Therapist, and/or Teacher) per child in the SYATT group for facilitating. Total hours for travel and chart/notes shall be divided equally by the number of children in the SYATT group.

3.1.2. Incidental Expenses are temporary expenses incurred to facilitate continuing treatment and community stabilization when no other resources are available. Allowable uses of this Covered Service include: transportation, childcare, housing assistance clothing, educational services, vocational services, medical care, housing subsidies, pharmaceuticals and other incidentals as approved by the department or Managing Entity.

3.1.2.1. Examples of expenses include purchase of Alhambra tickets for a group of SYATT children that promotes social skills or tutoring lessons. All incidentals must to be tied back to a child and his/her goals.

3.1.2.2. When billing for incidental expenses, the Network Service Provider shall follow F.A.C. 65E-14.021(4)(k)4.b.(V).

3.2. Costs

3.2.1. Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.2.2. Postage and Reproduction Expenses: Outside vendors purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

3.2.3. Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.

3.2.4. General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.3. Services Rendered

3.3.1. The Network Service Provider shall maintain records documenting the total number of clients and names/unique identifiers of clients to whom services were rendered and the date(s) on which services were provided. The Network Service Provider shall make such information available to LSF Health Systems upon request and during monitoring of the program administration.

3.4. Client Charts

3.4.1. Client Charts shall be maintained in accordance with the applicable parameters established by 65D-30, F.A.C. Audit documentation shall be in accordance with 65E-14.021, F.A.C.

3.5. Reporting

3.5.1. Data Submission shall be provided by the 8th of every month in accordance with the data requirements outlined in the body of the contract to which this document is attached.

3.5.2. Ad Hoc and additional reporting may be required as determined necessary by LSF Health Systems or the Florida Department of Children and Families.

Section 4. Miscellaneous

4.1. Other contractual requirements in effect under the remaining portions of this contract apply to the administration of the program described herein.

4.2. Renewal of the provisions of this Attachment and the program it governs are contingent on performance under the terms and subject to availability of funding from the Department.

4.3. The provisions of this Attachment are subject to revision and amendment by LSF Health Systems.

4.4. Any ambiguity in this Attachment shall be interpreted to permit compliance with laws, regulations and codes in effect within the State of Florida.

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Provider Name: School District of Clay County - SEDNET
Contract #: ME023

Effective: 7/1/2023
Retroactive to:

Amend. #: 112

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds included in Total Amount
Mental Health - Budget Entity - 60910506										
Mental Health Core Services Funding										
ME Mental Health Services & Support - Adult	373/374/3	100610/100611/100777/100778	Mental Health	Adult	AMH	MH000	MHA00			
ME Mental Health Services & Support - Adult - Carry Forward	77378	100610/100611/100777/100778	Mental Health	Adult	AMH	MH000	MHA00-CF	Carry Forward		
ME Mental Health Services & Support - Child	373/374/3	100610/100611/100777/100778	Mental Health	Child	CMH	MH000	MHC00		228,790	
ME Mental Health Services & Support - Child - Carry Forward	77378	100610/100611/100777/100778	Mental Health	Child	CMH	MH000	MHC00-CF	Carry Forward		
ME MH Services MHBG Supplemental 1	377	105153	Mental Health	Adult	AMH	MHC0M	MHC0M-A			
Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult										
ME MH Services MHBG Supplemental 1	377	105153	Mental Health	Child	CMH	MHC0M	MHC0M-C			
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child										
ME MH Services MHBG Supplemental 2	383	105153	Mental Health	Adult	AMH	MHARP	MHARP-A			
Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult										
ME MH Services MHBG Supplemental 2	377	105153	Mental Health	Child	CMH	MHARP	MHARP-C		92,072	
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child										
ME Early Intervention Services-Psychotic Disorders	367	100610	Mental Health	Adult	AMH	MH026	MH026			
ME BSCA Early Intervention SVC-Psychotic Disorders	373	100610	Mental Health	Adult	AMH	MH26B	MH26B			
ME MH Forensic Transitional Beds	373	100610	Mental Health	Adult	AMH	MHCBS	MHCBS			
ME MH Forensic Transitional Beds - Carry Forward	373	100610	Mental Health	Adult	AMH	MHFHM	MHFHM	Carry Forward		
ME MH State Funded Federal Excluded Services	373/374	100610/100611	Mental Health	Adult	AMH	MHSFP	MHFMH-CF			
ME MH State Funded Federal Excluded Services - Carry Forward	373/374	100610/100611	Mental Health	Adult	AMH	MHSFP	MHSFP-CF	Carry Forward		
ME MH Transitional Beds for MH Institution	373	100610	Mental Health	Adult	AMH	MHTMH	MHTMH			
Total Mental Health Core Services Funding									320,862	92,072
Mental Health Discretionary Grants Funding										
ME MH 988 Implementation Fed Discretionary Grant	373	100610	Mental Health	Adult	AMH	MH98G	MH98G			
ME Emergency COVID-19 Supplemental Grant	377	100610	Mental Health	Adult	AMH	MHCOS	MHCOS			
Total Mental Health Discretionary Grants Funding										
Mental Health Proviso Projects Funding										
ME Stewart-Marchman Behavioral Healthcare	387	108850	Mental Health	Adult	AMH	MH011	MH011			
ME MH LifeStream Central Receiving System-Citrus County	378	100778	Mental Health	Adult	AMH	MH035	MH035			
ME MH Starting Point Behavioral Health Care Project Talks - Adult	378	100778	Mental Health	Adult	AMH	MH063	MH063			
ME MH Starting Point Behavioral Health Care Project Talks - Child	378	100778	Mental Health	Child	CMH	MH063	MH063			
ME Clay Behavioral Health-Crisis Prevention	378	100778	Mental Health	Adult	AMH	MH089	MH089			
ME Clay Behavioral Health Center - Crisis Prevention - Carry Forward	378	100778	Mental Health	Adult	AMH	MH089	MH089-CF	Carry Forward		
ME MH Academy at Glensy Workforce Jobs	378	100778	Mental Health	Adult	AMH	MH100	MH100			
ME MH Brooks Rehabilitation MH Services - Carry Forward	372	100778	Mental Health	Adult	AMH	MHBRK	MHBRK-CF	Carry Forward		
ME MH Flagler Brave Program	378	100778	Mental Health	Child	CMH	MHBRV	MHBRV			
ME MH Flagler Health Center Receiving System-St. John - Adult - Carry Forward	372	100778	Mental Health	Adult	AMH	MHFRH	MHFRH-A-CF	Carry Forward		
ME MH Flagler Health Center Receiving System-St. John - Child - Carry Forward	372	100778	Mental Health	Child	CMH	MHFRH	MHFRH-C-CF	Carry Forward		
ME MH Here Tomorrow Outpatient MH Services	378	100778	Mental Health	Adult	AMH	MHTTO	MHTTO			
ME LifeStream Center	378	100778	Mental Health	Adult	AMH	MHS50	MHS50			
ME MH Subbacher Duval MH Offenders Program	372	100778	Mental Health	Adult	AMH	MHSZB	MHSZB-CF	Carry Forward		
ME MH El-Beth-El Development Center Youth Crime	378	100778	Mental Health	Child	CMH	MH111	MH111			
ME MH LJD Jewish Family & Community Services - Mental Health	378	100778	Mental Health	Child	CMH	MH117	MH117			
Marion County Law Enforcement Co-Responder Program	378	100778	Mental Health	Adult	AMH	MH069	MH069			
Marion County Law Enforcement Co-Responder Program - Adult - Carry Forward	378	100778	Mental Health	Adult	AMH	MH069	MH069-CF	Carry Forward		
ME MH NAMI Jacksonville - Family and Peer Support	378	100778	Mental Health	Child	CMH	MH120	MH120			
ME NW Behavioral Health Services - Training Trauma Now	378	100778	Mental Health	Adult	AMH	MH048	MH048			
ME MH Community Rehabilitation Center-Project Alive - Carry Forward	372	100778	Mental Health	Child	CMH	MH078	MH078-CF	Carry Forward		
Total Mental Health Proviso Projects Funding										
Mental Health Targeted Services Funding										

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Provider Name: School District of Clay County - SEDNET
Contract #: ME023
Effective: 7/1/2023
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Retroactive to:

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds Included in Total Amount
ME MH Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	361	102760	Mental Health	Child	CMH	MH071	MH071		-	-
ME MH Community Forensic Beds	373	100610	Mental Health	Adult	AMH	MH072	MH072		-	-
ME MH Community Forensic Beds - Carry Forward	373	100610	Mental Health	Adult	AMH	MH072-CF	MH072-CF	Carry Forward	-	-
ME MH Indigent Psychiatric Medication Program	380	101350	Mental Health	Adult	AMH	MH076	MH076		-	-
ME MH Indigent Psychiatric Medication Program - Carry Forward	380	101350	Mental Health	Adult	AMH	MH076-CF	MH076-CF	Carry Forward	-	-
ME MH BNET (Behavioral Health Network)	373	100610	Mental Health	Child	CMH	MH0BN	MH0BN		-	-
ME MH BNET (Behavioral Health Network) - Carry Forward	373	100610	Mental Health	Child	CMH	MH0BN-CF	MH0BN-CF	Carry Forward	-	-
ME MH Care Coordination Direct Client Services - Adult	373	100610	Mental Health	Adult	AMH	MH0CN	MH0CN		-	-
ME MH Care Coordination Direct Client Services - Adult - Carry Forward	373	100610	Mental Health	Adult	AMH	MH0CN-CF	MH0CN-CF	Carry Forward	-	-
ME MH Care Coordination Direct Client Services - Child	373	100610	Mental Health	Child	CMH	MH0CN	MH0CN		-	-
ME MH Care Coordination Direct Client Services - Child - Carry Forward	373	100610	Mental Health	Child	CMH	MH0CN-CF	MH0CN-CF	Carry Forward	-	-
ME SA Care Coordination Direct Client Services - Child - Carry Forward	373	100610	Mental Health	Child	CMH	MH0CN	MH0CN		-	-
ME Community Forensic Multidisciplinary Teams	373	100610	Mental Health	Adult	AMH	MH0FH	MH0FH		-	-
ME Community Forensic Multidisciplinary Teams - Carry Forward	373	100610	Mental Health	Adult	AMH	MH0FH-CF	MH0FH-CF	Carry Forward	-	-
ME FACT Medicaid Ineligible	367	108850	Mental Health	Adult	AMH	MH0FT	MH0FT		-	-
ME FACT Medicaid Ineligible - Carry Forward	367	108850	Mental Health	Adult	AMH	MH0FT-CF	MH0FT-CF	Carry Forward	-	-
ME MH PATH Grant	373	100610	Mental Health	Adult	AMH	MH0PG	MH0PG		-	-
ME MH Temporary Assistance for Needy Families (TANF)	373	100610	Mental Health	Adult	AMH	MH0TB	MH0TB		-	-
ME Expanding 211 Call Vol & Coordination Initiative	373	100610	Mental Health	Adult	AMH	MH211	MH211		-	-
ME Expanding 211 Call Vol & Coordination Initiative - Carry Forward	373	100610	Mental Health	Adult	AMH	MH211-CF	MH211-CF	Carry Forward	-	-
ME MH Early Intervention Services MHBG Supplemental 1	377	105153	Mental Health	Adult	AMH	MH26S	MH26S		-	-
Federal Budget Period: 3/15/2021 - 3/14/2023										
ME MH Early Intervention Services MHBG Supplemental 2	383	105153	Mental Health	Adult	AMH	MH262	MH262		-	-
Federal Budget Period: 9/1/2021 - 9/30/2025										
ME MH 988 Implementation	383	105153	Mental Health	Adult	AMH	MH988	MH988		-	-
Federal Budget Period: 9/1/2021 - 9/30/2025										
ME MH Community Action Treatment (CAT) Teams	372/373	100425/100610	Mental Health	Adult	AMH	MH988	MH988		-	-
ME MH Community Action Treatment (CAT) Teams - Carry Forward	372/373	100425/100610	Mental Health	Child	CMH	MH988	MH988		-	-
ME MH Community Action Treatment (CAT) Teams - Carry Forward	372/373	100425/100610	Mental Health	Child	CMH	MH988	MH988		-	-
ME Core Crisis Set Aside MHBG Supplemental 1	377	105153	Mental Health	Adult	AMH	MHCCS	MHCCS		-	-
Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult										
ME Core Crisis Set Aside MHBG Supplemental 1	377	105153	Mental Health	Child	CMH	MHCCS	MHCCS		-	-
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child										
ME Core Crisis Set Aside MHBG Supplemental 2	383	105153	Mental Health	Adult	AMH	MHCC2	MHCC2		-	-
Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult										
ME Core Crisis Set Aside MHBG Supplemental 2	383	105153	Mental Health	Child	CMH	MHCC2	MHCC2		-	-
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child										
ME MH Forensic Community Diversion MRBG Supplemental 1	377	105153	Mental Health	Adult	AMH	MHCJ3	MHCJ3		-	-
Federal Budget Period: 3/15/2021 - 3/14/2023										
ME MH Forensic Community Diversion MRBG Supplemental 2	363	105153	Mental Health	Adult	AMH	MHCJ4	MHCJ4		-	-
Federal Budget Period: 9/1/2021 - 9/30/2025										
ME Disability Rights Florida Mental Health	373	100610	Mental Health	Adult	AMH	MH0RF	MH0RF		-	-
ME Disability Rights Florida Mental Health - Carry Forward	373	100610	Mental Health	Adult	AMH	MH0RF-CF	MH0RF-CF	Carry Forward	-	-
ME MH Evidence Based Practice Team	373	100610	Mental Health	Adult	AMH	MHEBP	MHEBP		-	-
ME MH Evidence Based Practice Team - Carry Forward	373	100610	Mental Health	Adult	AMH	MHEBP-CF	MHEBP-CF	Carry Forward	-	-
ME MH Early Diversion of Forensic Individuals	373	100610	Mental Health	Adult	AMH	MHEDT	MHEDT		-	-
ME MH Early Diversion of Forensic Individuals - Carry Forward	373	100610	Mental Health	Adult	AMH	MHEDT-CF	MHEDT-CF	Carry Forward	-	-
ME MH Supported Employment Services	373	100610	Mental Health	Adult	AMH	MHEMP	MHEMP		-	-
ME MH Supported Employment Services - Carry Forward	373	100610	Mental Health	Child	CMH	MHEMP-CF	MHEMP-CF	Carry Forward	-	-
ME MH Mobile Crisis Teams	373	100610	Mental Health	Child	CMH	MHMCT	MHMCT		-	-
ME MH Mobile Crisis Teams - Carry Forward	373	100610	Mental Health	Child	CMH	MHMCT-CF	MHMCT-CF	Carry Forward	-	-
MH ME Other Multidisciplinary Team	373	100610	Mental Health	Adult	AMH	MHMDT	MHMDT		-	-
MH ME Other Multidisciplinary Team - Carry Forward	373	100610	Mental Health	Adult	AMH	MHMDT-CF	MHMDT-CF	Carry Forward	-	-
ME MH Residential Stability Coordination MRBG Supplemental 1	377	105153	Mental Health	Adult	AMH	MHRES	MHRES		-	-
Federal Budget Period: 3/15/2021 - 3/14/2023										
ME MH Residential Stability Coordination MRBG Supplemental 2	363	105153	Mental Health	Adult	AMH	MHRES	MHRES		-	-
Federal Budget Period: 9/1/2021 - 9/30/2025										
ME Centralized Receiving Systems	376	100621	Mental Health	Adult	AMH	MHSCR	MHSCR		-	-
ME Centralized Receiving Systems - Carry Forward	370/364/8	100621	Mental Health	Adult	AMH	MHSCR-CF	MHSCR-CF	Carry Forward	-	-

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Amend. #: 112

Effective: 7/1/2023
Retroactive to:

Provider Name: School District of Clay County - SEDNET
Contract #: ME023

Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds Included in Total Amount
Other Cost Accumulators Title									
377	105153	Mental Health	Adult	AMH	MHSPV	MHSPV-A			
377	105153	Mental Health	Child	CMH	MHSPV	MHSPV-C			
383	105153	Mental Health	Adult	AMH	MHPV2	MHPV2-A			
383	105153	Mental Health	Child	CMH	MHPV2	MHPV2-C			
378	100610	Mental Health	Adult	AMH	MHSUN	MHSUN			
378	100610	Mental Health	Adult	AMH	MHSUN	MHSUN-CF	Carry Forward		
378	100778	Mental Health	Child	CSA	MHTLH	MHTLH			
378	100778	Mental Health	Child	CSA	MHTLH	MHTLH-CF	Carry Forward		
373	100610	Mental Health	Adult	AMH	MHTRV	MHTRV			
373	100610	Mental Health	Adult	AMH	MHTRV	MHTRV-CF	Carry Forward		
Total Mental Health Targeted Services Funding								320,862	
Subtotal Mental Health									
Substance Abuse - Budget Entity - 60910604									
Substance Abuse Core Services									
375/377	100618/100777	Substance Abuse	Adult	ASA	MS000	MSA00			
375/377	100618/100777	Substance Abuse	Adult	ASA	MS000	MSA00-CF	Carry Forward		
375/377	100618/100777	Substance Abuse	Child	CSA	MSC00	MSC00			
375/377	100618/100777	Substance Abuse	Child	CSA	MSC00	MSC00-CF	Carry Forward		
377	105153	Substance Abuse	Adult	ASA	MSCOM	MSCOM-A			
377	105153	Substance Abuse	Child	CSA	MSCOM	MSCOM-C			
383	105153	Substance Abuse	Adult	ASA	MSARP	MSARP-A			
383	105153	Substance Abuse	Child	CSA	MSARP	MSARP-C			
375	100618	Substance Abuse	Adult	ASA	MS023	MSA23			
375	100618	Substance Abuse	Child	CSA	MS023	MSC23			
375	100618	Substance Abuse	Adult	ASA	MS025	MSA25			
375	100618	Substance Abuse	Child	CSA	MS025	MSC25			
375	100618	Substance Abuse	Adult	ASA	MS007	MS007			
375	100618	Substance Abuse	Adult	ASA	MS007	MSSFP			
Total Core Services Funding									
Substance Abuse Discretionary Grants									
375	100618	Substance Abuse	Child	CSA	MS0PP	MS0PP			
375	100618	Substance Abuse	Adult	ASA	MSRC4	MSRC4			
375	100618	Substance Abuse	Adult	ASA	MSRC5	MSRC5			
375	100618	Substance Abuse	Adult	ASA	MSSM4	MSSM4			
375	100618	Substance Abuse	Adult	ASA	MSSM5	MSSM5			
375	100618	Substance Abuse	Child	CSA	MSSP4	MSSP4			

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Provider Name: School District of Clay County - SEDNET
Contract #: ME023
Effective: 7/1/2023
Retroactive to:
Amend. #: 112

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds Included in Total Amount
ME State Opioid Response Disc Grant SVCS-Prevention - Year 5	375	100618	Substance Abuse	Child	CSA	MSSP5	MSSP5		-	-
Total Discretionary Grants Funding									-	-
Substance Abuse Proviso Projects										
ME SA Gateway Community Services-Saving Lives Project	378	100778	Substance Abuse	Adult	ASA	MS916	MS916		-	-
ME St. Vincent's Healthcare-Savings Lives Project - Carry Forward	378	100778	Substance Abuse	Adult	ASA	MS916	MS916-CF	Carry Forward	-	-
ME SA St. Johns Epic Recovery Center-Women's Residential Bed	378	100778	Substance Abuse	Adult	ASA	MS918	MS918		-	-
ME SA House of Hope Healing & Recovery Center - Carry Forward	372	100778	Substance Abuse	Adult	ASA	MSH0H	MSH0H-CF	Carry Forward	-	-
Aware Recovery Care - Rural Florida Substance Use Disorder Initiative	378	100778	Substance Abuse	Adult	ASA	MS100	MS100		-	-
Total Proviso Projects Funding									-	-
Substance Abuse Targeted Services										
ME Expanded SA Services for Pregnant Women, Mothers and Their Families	375	100618	Substance Abuse	Adult	ASA	MS081	MS081		-	-
ME SA Family Intensive Treatment (FIT)	375	100618	Substance Abuse	Adult	ASA	MS091	MS091		-	-
ME SA Family Intensive Treatment (FIT) - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MS091	MS091-CF	Carry Forward	-	-
ME SA Family Intensive Treatment (FIT) - Expansion	375	100618	Substance Abuse	Adult	ASA	MS091	MS091-X		-	-
ME SA Care Coordination Direct Client Services - Adult	375	100618	Substance Abuse	Adult	ASA	MS0CN	MSACN		-	-
ME SA Care Coordination Direct Client Services - Adult - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MS0CN	MSACN-CF	Carry Forward	-	-
ME SA Care Coordination Direct Client Services - Child	375	100618	Substance Abuse	Child	CSA	MS0CN	MS0CN		-	-
ME SA Care Coordination Direct Client Services - Child - Carry Forward	375	100618	Substance Abuse	Child	CSA	MS0CN	MS0CN-CF	Carry Forward	-	-
ME SA Temporary Assistance for Needy Families (TANF) - Adult	375	100618	Substance Abuse	Adult	ASA	MS0TB	MSATB		-	-
ME SA Temporary Assistance for Needy Families (TANF) - Child	375	100618	Substance Abuse	Child	CSA	MS0TB	MS0TB		-	-
ME Primary Prevention SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult	377	105153	Substance Abuse	Adult	ASA	MS25S	MS25S-A		-	-
ME Primary Prevention SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Child	377	105153	Substance Abuse	Child	CSA	MS25S	MS25S-C		-	-
ME Primary Prevention SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult	383	105153	Substance Abuse	Adult	ASA	MS252	MS252-A		-	-
ME Primary Prevention SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	383	105153	Substance Abuse	Child	CSA	MS252	MS252-C		-	-
ME SA McKinsey Settlement - SA Services - Adult	380A	102400	Substance Abuse	Adult	ASA	MS925	MS925-A		-	-
ME SA McKinsey Settlement - SA Services - Adult - Carry Forward	380A	102400	Substance Abuse	Adult	ASA	MS925	MS925-A-CF	Carry Forward	-	-
ME SA McKinsey Settlement - SA Services - Child	380A	102400	Substance Abuse	Child	CSA	MS925	MS925-C		-	-
ME SA McKinsey Settlement - SA Services - Child - Carry Forward	380A	102400	Substance Abuse	Child	CSA	MS925	MS925-C-CF	Carry Forward	-	-
ME SA Community Based Services	375	100618	Substance Abuse	Adult	ASA	MSCBS	MSCBS		-	-
ME SA Community Based Services - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MSCBS	MSCBS-CF	Carry Forward	-	-
ME NES/SEN Care Coordination SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023	377	105153	Substance Abuse	Adult	ASA	MSCS2	MSCS2		-	-
ME NES/SEN Care Coordination SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025	383	105153	Substance Abuse	Adult	ASA	MSCS3	MSCS3		-	-
ME SA Prevention Partnership Program SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023	377	105153	Substance Abuse	Child	CSA	MSPPS	MSPPS		-	-
ME Opioid TF Coord Opioid Recovery Care	375	100618	Substance Abuse	Adult	ASA	MSOCR	MSOCR		-	-

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Provider Name: School District of Clay County - SEDNET
Contract #: MED23

Effective: 7/1/2023
Retroactive to:

Amend. #: 112

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds Included in Total Amount
ME Opioid TF Hospital Bridge Programs	375	100618	Substance Abuse	Adult	ASA	MSOHB	MSOHB	-	-	-
ME Opioid TF Non-Qualified Counties	375	100618	Substance Abuse	Adult	ASA	MSONQ	MSONQ	-	-	-
ME Opioid TF Peer Supports and Recovery Comm Org	375	100618	Substance Abuse	Adult	ASA	MISOPR	MISOPR	-	-	-
ME Opioid TF Treatment and Recovery	375	100618	Substance Abuse	Adult	ASA	MSOTR	MSOTR	-	-	-
ME SA Prevention Partnership Program SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025	383	105153	Substance Abuse	Child	CSA	MSPPP2	MSPPP2	-	-	-
ME Suicide Prevention SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult	383	105153	Substance Abuse	Adult	ASA	MSSPV	MSSPV-A	-	-	-
ME Suicide Prevention SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Child	383	105153	Substance Abuse	Child	CSA	MSSPV	MSSPV-C	-	-	-
ME Suicide Prevention SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult	377	105153	Substance Abuse	Adult	ASA	MSPV2	MSPV2-A	-	-	-
ME Suicide Prevention SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	377	105153	Substance Abuse	Child	CSA	MSPV2	MSPV2-C	-	-	-
ME Transitions Vouchers Substance Abuse	375	100618	Substance Abuse	Adult	ASA	MSTRV	MSTRV	-	-	-
ME Transitions Vouchers Substance Abuse - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MSTRV	MSTRV-CF	Carry Forward	-	-
ME Transitional Vouchers SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023	377	105153	Substance Abuse	Adult	ASA	MSTVS	MSTVS	-	-	-
ME Transitional Vouchers SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025	383	105153	Substance Abuse	Adult	ASA	MSTV2	MSTV2	-	-	-
Total Targeted Substance Abuse									320,862	
Total All Fund Sources									320,862	

*The provider may utilize funds between Adult and Child programs for eligible OCAs, at the approval of LSFHS.

LSF HEALTH SYSTEMS
 MENTAL HEALTH AND SUBSTANCE ABUSE
 COVERED SERVICE RATES BY PROGRAM

Provider Name: School District of Clay County - SEDNET
 Contract No.: ME023

7/1/2023

Amend. #:

112

Effective:
 Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
01 Assessment	Direct Staff Hour				
02 Case Management	Direct Staff Hour				
02 Case Management [Forensic]	Forensic Direct Staff Hour				
03 Crisis Stabilization	Bed-Day				
04 Crisis Support/Emergency	Direct Staff Hour				
05 Day Care	Direct Staff Hour (4 hour)				
06 Day Treatment	Direct Staff Hour (4 hour)				
07 Drop-In/Self Help Ctr.	Non-Direct Staff Hour				
08 In-Home & Onsite	Direct Staff Hour				
09 Inpatient	Day (24 hour)				
10 Intensive Case Mgmt.	Direct Staff Hour				
11 Intervention (Indiv.)	Direct Staff Hour				
11 Intervention (Indiv.) [FSPT]	FSPT Direct Staff Hour			\$77.74	
12 Medical Services	Direct Staff Hour				
13 Medication-Assisted Tx;	Dosage				
14 Outpatient (Indiv.)	Direct Staff Hour				
15 Outreach	Non-Direct Staff Hour			\$54.59	
18 Residential I	Day (24 hour)				
18 Residential I [Forensic]	Forensic Day (24 hour)				
19 Residential II	Day (24 hour)				
19 Residential II [Forensic]	Forensic Day (24 hour)				
19 Residential II [PIL]	PIL Day (24 hour)				
19 Residential II [STGC]	STGC Day (24 hour)				
20 Residential III	Day (24 hour)				
20 Residential III [Forensic]	Forensic Day (24 hour)				
21 Residential IV	Day (24 hour)				
21 Residential IV [Forensic]	forensic Day (24 hour)				
22 Respite Services	Direct Staff Hour				
24 Inpatient Detoxification	Bed-Day				
25 Supported Employment	Direct Staff Hour				
26 Supportive Housing/Living	Direct Staff Hour				
27 TASC	Direct Staff Hour				
28 Incidental Expenses	Dollar Spent				
28 Incidental Expenses [FSPT]	FSPT Dollar Spent				
28 Incidental Expenses [Uncontracted]	Dollar Spent			\$1.00	
29 Aftercare (Indiv.)	Direct Staff Hour				

LSF HEALTH SYSTEMS
 MENTAL HEALTH AND SUBSTANCE ABUSE
 COVERED SERVICE RATES BY PROGRAM

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
30 Information and Referral	Direct Staff Hour				
30 Information and Referral [FSPT]	FSPT Direct Staff Hour				
32 Outpatient Detoxification	Direct Staff Hour (4 hour)			\$41.07	
35 Outpatient (Group)	Direct Staff Hour				
36 R&B with Sup. I	Day (24 hour)				
37 R&B with Sup. II	Day (24 hour)				
37 R&B with Sup. II [PIL]	PIL Day (24 hour)				
37 R&B with Sup. II [PIL - Enhanced Rate]	PIL Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC]	STGC Day (24 hour)				
37 R&B with Sup. II [STGC - B]	STGC - B Day (24 hour)				
37 R&B with Sup. II [STGC - B Enhanced Rate]	STGC - B Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - L]	STGC - L Day (24 hour)				
37 R&B with Sup. II [STGC - L Enhanced Rate]	STGC - L Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - N]	STGC - N Day (24 hour)				
37 R&B with Sup. II [STGC - N Enhanced Rate]	STGC - N Enhanced Day (24 hour)				
37 R&B with Sup. II [OTPR]	OTPR Day (24 hour)				
38 R&B with Sup. III	Day (24 hour)				
39 Short-term Residential	Bed-Day				
40 MH Clubhouse	Direct Staff Hour			\$18.12	
42 Intervention (Group)	Direct Staff Hour				
42 Intervention (Group) [FSPT]	FSPT Direct Staff Hour				
43 Aftercare (Group)	Direct Staff Hour				
44 Comprehensive Community Service Team (Indiv.)	Direct Staff Hour				
45 Comprehensive Community Service Team (Group)	Direct Staff Hour			\$41.00	
46 Recovery Support (Indiv.)	Direct Staff Hour			\$10.89	
47 Recovery Support (Group)	Direct Staff Hour				
48 Prevention - Indicated	Direct Staff Hour				
48 Prevention - Indicated [Alachua County]	Direct Staff Hour				
48 Prevention - Indicated [Clay, Baker, Duval & Bradford Counties]	Direct Staff Hour				
48 Prevention - Indicated [Dixie, Gilchrist, Lafayette & Levy Counties]	Direct Staff Hour				
48 Prevention - Indicated [Putnam County]	Direct Staff Hour				
49 Prevention - Selective	Non-Direct Staff Hour				
49 Prevention - Selective [Alachua County]	Non-Direct Staff Hour				
49 Prevention - Selective [Clay, Baker, Duval & Bradford Counties]	Non-Direct Staff Hour				
49 Prevention - Selective [Dixie, Gilchrist, Lafayette & Levy Counties]	Non-Direct Staff Hour				
49 Prevention - Selective [Putnam County]	Non-Direct Staff Hour				
50 Prevention - Universal Direct	Non-Direct Staff Hour				
50 Prevention - Universal Direct [Alachua County]	Non-Direct Staff Hour				
50 Prevention - Universal Direct [Clay, Baker, Duval & Bradford Counties]	Non-Direct Staff Hour				
50 Prevention - Universal Direct [Dixie, Gilchrist, Lafayette & Levy Counties]	Non-Direct Staff Hour				

LSF HEALTH SYSTEMS
 MENTAL HEALTH AND SUBSTANCE ABUSE
 COVERED SERVICE RATES BY PROGRAM

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
50 Prevention – Universal Direct [Putnam County]	Non-Direct Staff Hour				
51 Prevention – Universal Indirect	Non-Direct Staff Hour				
51 Prevention – Universal Indirect [Alachua County]	Non-Direct Staff Hour				
51 Prevention – Universal Indirect [Clay, Baker, Duval & Bradford Counties]	Non-Direct Staff Hour				
51 Prevention – Universal Indirect [Dixie, Gilchrist, Lafayette & Levy Counties]	Non-Direct Staff Hour				
51 Prevention – Universal Indirect [Putnam County]	Non-Direct Staff Hour				
52 Care Coordination	Direct Staff Hour				
53 HIV Early Intervention Services	Direct Staff Hour				
54 Room and Board with Supervision Level IV	Day				
A0 Forensic Multidisciplinary Team	Non-Direct Staff Hour				
A0 Forensic Multidisciplinary Team [Daily]	Daily Census Rate per client				
A0 Forensic Multidisciplinary Team [Weekly]	Weekly Census Rate per client				
A1 BNET	Monthly Census Rate per client				
A2 FIT Team	Monthly Fixed Rate				
A2 FIT Team [Expansion]	Monthly Fixed Rate				
A3 Central Receiving System	Monthly Fixed Rate				
A4 Care Coordination	Monthly Fixed Rate				
A4 Care Coordination [Supportive Housing/Living - Monthly]	Monthly Rate per client served				
A5 First Episode Team	Monthly Fixed Rate				
A6 Self-Directed Care	Monthly Fixed Rate				
A7 Federal Project Grant	Monthly Fixed Rate				
A7 Federal Project Grant [MAT - Weekly Methadone]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly Buprenorphine]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Sublocade]	Sublocade Dosage				
A8 Local Diversion Forensic Project	Daily Bed Availability Rate				
B1 Network Eval. & Dvl/pmt.	Dollar Spent				
B2 Transition Voucher	Monthly Fixed Rate				
B2 Transition Voucher [Supportive Housing/Living - Monthly]	Monthly Rate per client served				
B3 Cost Reimbursement	Dollar Spent				
B4 CAT Team	Monthly Fixed Rate				
B5 FACT Team	Weekly Census Rate per client				
B6 Provider Proviso Projects	Monthly Fixed Rate				
B6 Provider Proviso Projects [Transitional Beds]	Daily Bed Availability Rate				
B7 Wraparound	Monthly Fixed Rate				
B7 Wraparound Projects [Case Management - Wraparound Clients]	Daily Rate per client served				
C0 Other Bundled Projects	Monthly Fixed Rate				
C0 Other Bundled Projects [MAT - Weekly]	Weekly Census Rate per client				
C0 Other Bundled Projects [Drop-In/Self Help Centers - Daily]	Day (24 hour)				
C0 Other Bundled Projects [RTH]	Daily Bed Availability Rate				

All Exhibits and Incorporated Documents can be found on the LSF Health Systems website:
<https://www.lsfhealthsystems.org/contract-documents/>

Document	#	Title
Exhibit	A	Required Reports
Exhibit	B	Performance Outcome Measures
Exhibit	C	Projected Operating and Capital Budget
Exhibit	D	Personnel Detail Record
Exhibit	E	Agency Capacity Report
Exhibit	F	Program Descriptions
Exhibit	G	Submission of Information Form
Exhibit	H	Funding Detail
Exhibit	I	Invoice
Exhibit	J	Local Match Calculation Form
Exhibit	K	Federal Block Grant Requirements
Exhibit	L	Covered Service Rates by Program
Exhibit	N	Incidental Expenses Request/Approval Form
Incorporated Document	1	LSF Glossary of Contract Terms
Incorporated Document	2	Evidence-Based Practice Guidelines
Incorporated Document	3	State and Federal Laws, Rules, and Regulations
Incorporated Document	5	Substance Abuse and Mental Health (SAMH) Funding Resource Guide
Incorporated Document	6	Residential Placements using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process
Incorporated Document	11	Expiration/Termination Transition Planning Requirements
Incorporated Document	13	Tangible Property Requirements and Contract Provider Property Inventory Form
Incorporated Document	14	Performance Outcomes Measurement Manual
Incorporated Document	19	Financial Management Requirements
Incorporated Document	27	National Voter's Registration Act Guidelines
Incorporated Document	30	Children's Mental Health Care Coordination Program
Incorporated Document	32	Suicide Prevention Best Practices
Incorporated Document	36	Recovery Management Practices

**All Exhibits and Incorporated Documents are subject to revision. The Managing Entity may update the Exhibits and/or Incorporated Documents without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.*

DRAFT

CONTRACT EXEMPTIONS

APPENDIX B

Requirement	Primary Contract Component	Reference
Civil Rights Requirements	LSF Standard Contract	36.b.
Support to the Deaf or Hard-of-Hearing	LSF Standard Contract	36.i.
Outpatient Forensic Mental Health Services	Attachment I	B.1.a.(1).e.
Forensic and Civil Treatment Facility Admission and Discharge Processes	Attachment I	B.1.a.(1).f.
Bed Count	Attachment I	B.1.a.(11)
Bed Hold	Attachment I	B.1.a.(13)
FQHC-MOU	Attachment I	B.1.a.(3)(h)3.
Temporary Assistance to Needy Families (TANF)	Attachment I	C.6.
Sliding Fee Scale	Attachment I	D.7.

All Special Attachments can be found on the LSF Health Systems website: <https://www.lsfhealthsystems.org/contract-documents/>

Title	Network Service Provider Attachment #
See You at The Top (SYATT)	V

**All Special Attachments are subject to revision. The Managing Entity may update the Attachments without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.*

Negotiated Performance Measure Targets

All Special Attachments can be found on the LSF Health Systems website: <https://www.lsfhealthsystems.org/contract-documents/>

Type of Contract Document	#	Description	Performance Measure	Minimum Annual Number of Unduplicated Persons Served	Minimum Annual Number of Positions

**All Performance Measures are subject to revision. The Managing Entity may update this document without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.*

LSHS Contract Documents Matrix - FY 23-24

Document ID	Document Title	Category	Version	Document Type	Guidelines	Number	Guidelines	Document Type	Version	Guidelines	Number	Guidelines	Document Type	Version	Guidelines	Number	Guidelines	Document Type	Version	Guidelines	Number	Guidelines	Document Type	Version	Guidelines	Number	Guidelines	Document Type	Version	Guidelines	Number	Guidelines	Document Type	Version	Guidelines	Number	Guidelines
1	Guidance Document	1	Evidence-Based Guidelines	N/A	Incorporated Document	2	Evidence-Based Practice Guidelines	Incorporated Document	N/A	Yes	Private	Updated link to Substance Abuse and Mental Health (SAMHSA) Evidence-Based Practices Resource Center Updated link to Office of Juvenile Justice and Delinquency Prevention Model Programs Guide Removed link to Evidence Based Practices for Substance Use Disorders Added link to Substance Abuse and Mental Health (SAMHSA) Evidence-Based Practices Resource Center Updated link to DCF's website to Guidance Documents																									
2	Guidance Document	2	Tangible Property Requirements	N/A	Incorporated Document	13	Tangible Property Requirements and Contract Provider Program (Investor) Form	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents Minor technical edit Added required performance measures Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th																									
3	Guidance Document	3	Managing Entry, Expiration, Termination and Transition Planning Requirements	N/A	Incorporated Document	11	Expatriation/Transition Planning Requirements	Incorporated Document	N/A	Yes	Private	Removed references to repealed CH 68S-30, FAC Repealed suspended COP 135-10 with COP 170-11 Grammar and punctuation edits Updated link to DCF's website to Guidance Documents																									
4	Guidance Document	4	Care Coordination	N/A	Incorporated Document	31	Care Coordination	Incorporated Document	N/A	Yes	Private	Substantial changes per DCF Guidance Doc 6 Add discharge planning priority for non-violent offenders in SMRTFS Clarifies definition of re-commitment diversion Expanded monthly output reporting details in Templates 22 and 23 and requires new Template 33 Changed reporting due date to the 8th instead of the 10th Updated link to DCF's website to Guidance Documents																									
5	Guidance Document	5	Residential Mental Health Treatment for Children and Adolescents	N/A	Incorporated Document	6	Residential Placements using Strawsided Inpatient Psychiatric Programs (SIP) Funding and Referral Process	Incorporated Document	N/A	Yes-pending additional changes by DCF	Private	Remove references to repealed CH 68S-30, FAC Repealed suspended COP 135-10 with COP 170-11 Grammar and punctuation edits Updated link to DCF's website to Guidance Documents																									
6	Guidance Document	6	Outpatient Forensic Mental Health Services	N/A	Incorporated Document	7	Outpatient Forensic Mental Health Services	Incorporated Document	N/A	Yes-pending additional changes by DCF	Private	Substantial changes per DCF Guidance Doc 6 Add discharge planning priority for non-violent offenders in SMRTFS Clarifies definition of re-commitment diversion Expanded monthly output reporting details in Templates 22 and 23 and requires new Template 33 Changed reporting due date to the 8th instead of the 10th Updated link to DCF's website to Guidance Documents																									
7	Guidance Document	7	State Mental Health Treatment Facility Admission and Discharge Processes	N/A	Incorporated Document	8	State Mental Health Treatment Facility (SMHTF) Admission and Discharge Processes	Incorporated Document	N/A	Yes-pending additional changes by DCF	Private	Add subcontract provider compliance with COP 155-22 for discharge of clients committed pursuant to CH 316, FS Changed reporting due date to the 8th instead of the 10th Updated link to DCF's website to Guidance Documents																									
8	Guidance Document	8	Assisted Living Facilities with Limited Mental Health (AL-LMH) Licenses	N/A	Incorporated Document	9	LMH-ALF Monitoring	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents																									
9	Guidance Document	9	Supplemental Security Income (SSDI) Security Disability Income (SSDI) Grantee Access and Recovery (SOSAR)	N/A	Incorporated Document	10	Supplemental Security Income and Social Security Disability Insurance Outreach, Access, and Recovery (SOSAR)	Incorporated Document	N/A	Yes-pending additional changes by DCF	Private/Nancy	Substantial changes per DCF Guidance Doc 9 including minimum targets, performance measures, training and certification requirements, and data entry requirements Updated link to DCF's website to Guidance Documents																									
10	Template	10	Local Match Calculation Form	N/A	Exhibit	7	Local Match Calculation Form	Exhibit	N/A	No	Private	No edits																									
11	Guidance Document	11	Prevention Services	N/A	Incorporated Document	15	Prevention Services and Prevention Partnership Grants (PPG)	Incorporated Document	N/A	Yes	Private/Sherry	Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
12	Guidance Document	12	Juvenile Incompliant to Proceed (JITP)	N/A	Incorporated Document	38	Juvenile Incompliant to Proceed (JITP)	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents Clarified Florida State Hospital's name for Group Mailbox known as GMS mailbox Numerous technical edits throughout document Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
13	Guidance Document	13	Behavioral Health Network (BHN) Guidelines and Requirements	N/A	Incorporated Document	18	Behavioral Health Network (BHN) Guidelines	Incorporated Document	N/A	Yes	Private	Removed definition for Psychiatric or Psychotropic Medication Removed "Waive a copy of the DP pharmacy license and permit issued in accordance with L499.01.5" as no mentioned elsewhere in guidance Removed statement concerning address emergency situations that include order additional psychiatric medications from Cardinal or a pharmacy of their choice (for urgent needs) Revised FL Statute number to s. 465.035 Clarified Florida State Hospital's name for Group Mailbox known as GMS mailbox Numerous technical edits throughout document Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
14	Guidance Document	14	Prevention Partnership Grant (PPG)	N/A	Incorporated Document	15	Prevention Services and Prevention Partnership Grants (PPG)	Incorporated Document	N/A	Yes	Private/Sherry	Updated link to DCF's website to Guidance Documents Substantial changes per DCF Guidance Doc 14 Repealed (with) with Subchapter as PATH provider Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
15	Guidance Document	15	Projects for Assistance in Transition from Homelessness (PATH)	N/A	Incorporated Document	24	Projects for Assistance in Transition from Homelessness (PATH) Guidelines	Incorporated Document	N/A	Yes	Private/Nancy	Substantial changes per DCF Guidance Doc 16 Repealed "Adult System of Care Manager" with "Clinical Department" throughout document Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
16	Guidance Document	16	Florida Assisted Community Treatment (FACT) Handbook	N/A	Incorporated Document	20	Florida Assisted Community Treatment (FACT) Guidelines	Incorporated Document	N/A	Yes	Private/Claudia	Updated Statute reference in Footnote Updated link to Temporary Assistance for Needy Families State Plan Renewal and DCF's website to Guidance Documents																									
17	Guidance Document	17	Temporary Assistance for Needy Families (TANF) Funding	N/A	Incorporated Document	21	Temporary Assistance to Needy Families (TANF) Guidelines	Incorporated Document	N/A	Yes	Private	Substantial changes per DCF Guidance Doc 18 Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
18	Guidance Document	18	Family Intensive Treatment (FIT) Model Guidelines and Requirements	N/A	Incorporated Document	28	Family Intensive Treatment (FIT) Model	Incorporated Document	N/A	Yes	Private/Erica	Updated first paragraph regarding purpose Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
19	Guidance Document	19	Child Welfare Integration	N/A	Incorporated Document	16	Integration with Child Welfare	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents																									
20	Guidance Document	20	Federal Grant Financial Management Requirements	N/A	Incorporated Document	19	Financial Management Requirements	Incorporated Document	N/A	Yes	Private	Minor technical edits per DCF's updated Guidance Document Updated link under Resources section Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									
21	Guidance Document	21	Oral Contraceptive Program - Reeding	N/A	Incorporated Document	12	Oral Contraceptive Program	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents																									
22	Guidance Document	22	National Water Reclamation Act	N/A	Incorporated Document	14	National Water Reclamation Act	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents																									
23	Guidance Document	23	Women's Special Funding, Substance Abuse Services for Pregnant Women and Mothers	N/A	Incorporated Document	23	Women's Special Funding Substance Abuse Services for Pregnant Women and Mothers	Incorporated Document	N/A	Yes	Private	Updated link to DCF's website to Guidance Documents																									
24	Guidance Document	24	Central Reaching System Grant - Funding	N/A	Incorporated Document	33	Central Reaching System	Incorporated Document	N/A	Yes	New Initial/Process	Updated link to DCF's website to Guidance Documents Changed reporting due date to the 8th instead of the 10th																									

Guidance Document	35	Forensic Multidisciplinary Team	N/A	Incorporated Document	44	Forensic Multidisciplinary Teams (FMT)	N/A	Yes	Newsletters/Printed	<ul style="list-style-type: none"> Minor technical edits Removed B. from individuals to be served section Added hyperlink to FMT (Policing Planning in Services section) Removed S. from individuals to be served section Updated Family Direction Team File Project section Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th Changed reporting due dates to the 8th instead of the 10th
Guidance Document	39	Transitional Voucher	N/A	Incorporated Document	34	Transitional Voucher	N/A	Yes	Printed	<ul style="list-style-type: none"> Minor technical edits Removed B. from individuals to be served section Added hyperlink to FMT (Policing Planning in Services section) Removed S. from individuals to be served section Updated Family Direction Team File Project section Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th Changed reporting due dates to the 8th instead of the 10th
Guidance Document	30	Disparities	Partnership for Access to Care	Social Activities	N/A	Disparities	Partnership for Access to Care	Discontinued	N/A	<ul style="list-style-type: none"> Revised Authority section per DCF guidance Revised Appendices 1 and 2 for use in reporting data under Guidance 34, 37, 38 and 40 Updated Best Practices Consideration Hyperlinks to multiple resources Added Required Reports section Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th Updated link to DCF's website to Guidance Documents Updated hyperlinks: format, spacing and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th Updated link to DCF's website to Guidance Documents Revised format and grammar Updated link to DCF's website to Guidance Documents
Guidance Document	31	Disparities	Children's Mental Health System of Care (CMHSOC)	Social Activities	N/A	Disparities	Children's Mental Health System of Care (CMHSOC)	Discontinued	N/A	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	32	Community Action Treatment (CAT) Team	N/A	Incorporated Document	42	Community Action Treatment (CAT) Team	Special Attachments	Yes	Newsletters/Printed/M egaht	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	33	HIV Early Intervention Services	N/A	Incorporated Document	26	HIV Early Intervention Services	N/A	Yes	Printed	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	34	Mobile Response Team (MRT)	N/A	Incorporated Document	43	Mobile Response Team (MRT)	Special Attachments	Yes	Newsletters/Printed	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	35	Recovery Management Practices	N/A	Incorporated Document	36	Recovery Management Practices	Recovery Support Services	Yes	Newsletters/Printed	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	36	Linking, Advocating, Treating, Translating, Empowering and Recovery Support (LATTERS) Florida Assertive Community Treatment (FACT), Tier 2 Variation	N/A	Incorporated Document	49	Linking, Advocating, Treating, Translating, Empowering and Recovery Support (LATTERS) Florida Assertive Community Treatment (FACT), Tier 2 Variation	N/A	Yes	Newsletters/Printed	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	37	Family First Prevention Services Act (FFPSA) Teams Community Action Treatment (CAT), Tier 2 Variation	N/A	Incorporated Document	50	Family First Prevention Services Act (FFPSA) Teams Community Action Treatment (CAT), Tier 2 Variation	N/A	Yes	Printed	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	38	Community Action Treatment (CAT) Team for Ages 0-3 (CAT Tier 3 Variation)	N/A	Incorporated Document	40	Community Action Treatment (CAT) Team for Ages 0-3 (CAT Tier 3 Variation)	CARES Act	Yes	Printed	<ul style="list-style-type: none"> Updated ID title Revised format and grammar Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	39	Multidisciplinary Child Welfare Teams Family Intensive Treatment (FIT), Tier 2 Variation	N/A	Incorporated Document	48	Multidisciplinary Child Welfare Teams Family Intensive Treatment (FIT), Tier 2 Variation	N/A	New	Printed	<ul style="list-style-type: none"> Subsequent revisions per DCF's guidance, which include revising scope and eligibility statements Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 10th
Guidance Document	40	Family Support Teams (FST)	N/A	Incorporated Document	52	Family Support Teams (FST)	N/A	New	Printed	<ul style="list-style-type: none"> Drafted new Guidance on Family Support Teams (FST) Community Action Treatment (CAT), Tier 4 Variation per DCF's Guidance Changed reporting due dates to the 8th instead of the 10th
N/A	N/A	988 Implementation Guidance	N/A	Incorporated Document	51	988 Implementation	N/A	Yes	Printed	<ul style="list-style-type: none"> Removed reference to DCF Guidance as there is not official guidance Changed reporting due dates to the 8th instead of the 10th
Exhibit	A2	SAMH Programmatic State and Federal Laws, Rules, and Regulations	N/A	Incorporated Document	3	State and Federal Laws, Rules, and Regulations	N/A	Yes	Printed	<ul style="list-style-type: none"> Minor technical edits Revised to 5th business day of each month, instead of 5th day of each month Technical edits throughout documents Updated link to DCF's website to Guidance Documents No edits
Exhibit	B1	Federal Block Grant Requirements	N/A	Exhibit	6	Federal Block Grant Requirements	N/A	Yes	Printed	<ul style="list-style-type: none"> Minor technical edits Revised to 5th business day of each month, instead of 5th day of each month Technical edits throughout documents Updated link to DCF's website to Guidance Documents No edits
Exhibit	E	Minimum Performance Measures	N/A	Exhibit	8	Performance Outcome Measure	N/A	No	Printed	<ul style="list-style-type: none"> Updated 2022 to 2023 for Poverty Guidelines Changed reporting due dates to the 8th instead of the 10th No edits
Guidance Document	N/A	Florida's State Opioid Response (SOR) 2 Grant Project Guidance on System Practices, Permissible Use, and Prohibited Uses	N/A	Incorporated Document	35	State Opioid Response (SOR)	N/A	Pending DCF guidance	Printed	<ul style="list-style-type: none"> No edits Revised to 5th business day of each month, instead of 5th day of each month Various technical and grammar edits Added new OCAs: MH205, MHCS6, MH100, MH111, MH117, MH150, MS100, MS101, MS102, MS103, MS104, MS105, MS106, MS107, and MS107T No edits Changed reporting due dates to the 8th instead of the 10th No edits Changed reporting due dates to the 8th instead of the 10th Updated 2022 to 2023 for Poverty Guidelines Changed reporting due dates to the 8th instead of the 10th No edits Changed reporting due dates to the 8th instead of the 10th Changed reporting due dates to the 8th instead of the 10th No edits
N/A	N/A	N/A	N/A	Incorporated Document	1	US Glossary of Coerced Terms	N/A	No	Printed	<ul style="list-style-type: none"> No edits
N/A	N/A	N/A	N/A	Incorporated Document	4	Auxiliary Aids to Deaf and Hard-of-Hearing	N/A	Yes	Printed	<ul style="list-style-type: none"> Revised to 5th business day of each month, instead of 5th day of each month
N/A	N/A	N/A	N/A	Incorporated Document	5	Substance Abuse and Mental Health (SAMH) Funding Resource Guide	N/A	Pending Chart &	Printed	<ul style="list-style-type: none"> Revised to 5th business day of each month, instead of 5th day of each month Various technical and grammar edits Added new OCAs: MH205, MHCS6, MH100, MH111, MH117, MH150, MS100, MS101, MS102, MS103, MS104, MS105, MS106, MS107, and MS107T No edits Changed reporting due dates to the 8th instead of the 10th No edits Changed reporting due dates to the 8th instead of the 10th
N/A	N/A	N/A	N/A	Incorporated Document	17	Self-Directed Care Model	N/A	No	Printed	<ul style="list-style-type: none"> No edits
N/A	N/A	N/A	N/A	Incorporated Document	22	Crisis-Driven Health Reporting	N/A	No	Printed	<ul style="list-style-type: none"> No edits
N/A	N/A	N/A	N/A	Incorporated Document	29	Children's Mental Health Care Coordination Program	N/A	Yes	Printed	<ul style="list-style-type: none"> Updated 2022 to 2023 for Poverty Guidelines Changed reporting due dates to the 8th instead of the 10th No edits
N/A	N/A	N/A	N/A	Incorporated Document	30	Children's Mental Health Care Coordination Program	N/A	Yes	Printed	<ul style="list-style-type: none"> Updated 2022 to 2023 for Poverty Guidelines Changed reporting due dates to the 8th instead of the 10th No edits
N/A	N/A	N/A	N/A	Incorporated Document	32	Substance Use Prevention Best Practices	N/A	No	Printed	<ul style="list-style-type: none"> No edits
N/A	N/A	N/A	N/A	Incorporated Document	37	Substance Use Prevention Best Practices	N/A	No	Printed	<ul style="list-style-type: none"> No edits
N/A	N/A	N/A	N/A	Incorporated Document	39	Co-Responder Program (COP)	N/A	No	Printed	<ul style="list-style-type: none"> No edits

N/A	N/A	N/A	N/A	N/A	N/A	41	School/Teeth Health Services	N/A	Yes	Principles	Removed link to DCF guidance documents No edits
N/A	N/A	N/A	N/A	N/A	N/A	45	Coordinated Specialty Care for DSM-5 First Episode Psychosis	N/A	No	Principles	Updated link to DCF's website to Guidance Documents Changed reporting due dates to the 8th instead of the 15th No edits
N/A	N/A	N/A	N/A	N/A	N/A	46	Clubhouse	N/A	No	Principles	Added subcontract contracts determination templates as required Administrative document Added "Adult System" to "Clinical Department"
N/A	N/A	N/A	N/A	N/A	N/A	47	Required Reports	N/A	Yes	Principles	Added section and reporting for Family First Prevention Services Act (FFPSA) Terms, Community Action Treatment (CAT), CAT Tier 2 Variation Added section and reporting for Family Support Teams (FST), Community Action Treatment (CAT), Tier 4 Variation
N/A	N/A	N/A	N/A	N/A	N/A	C-D	Projected Operating and Capital Budget	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	E-1	Annual Expenses and Revenue Schedule	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	E	Agency Capacity Report	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	F	Program Descriptions	N/A	Yes	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	G	Submission of Information	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	H	Funding Detail	N/A	Yes	Principles	Revised award to resemble Schedule of Funds No edits
N/A	N/A	N/A	N/A	N/A	N/A	I	Invoice	N/A	Yes	Principles	Removed old DCOs and added new DCOs Reorganized the layout
N/A	N/A	N/A	N/A	N/A	N/A	L	Covered Service Rates by Program	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	M	Bad Hold Request Form	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	N	Incidental Expenses Request/Approval Form	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	O	Expatriation Recertification Report	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	P - Part 1	Cost Reimbursement Report Summary	N/A	Yes	Principles	Added the following to the statement at the bottom of Part 1 "THE NETWORK SERVICE PROVIDER SHALL SUBMIT THE EXHIBIT P - COST REIMBURSEMENT REPORT - PART 1 AND PART 2 WHICH WILL OUTLINE EXPENSES INCURRED. THIS REPORT SHALL BE SUBMITTED ON OR BEFORE THE 10TH OF THE MONTH FOLLOWING THE MONTH FOR WHICH PAYMENT IS BEING REQUESTED THE END OF EACH QUARTER ALONG WITH ALL SUBSTANTIATING DOCUMENTATION AND/OR RECEIPTS." Added top section for Network Service Provider name, contract #, COA and Invoice dates Added the following to the statement to the top of part 2 "ELECTRONIC SUBMISSION OF THIS INVOICE CERTIFIES THAT THE ABOVE IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE PURPOSE OF THIS CONTRACTED PROGRAM. THE NETWORK SERVICE PROVIDER SHALL SUBMIT THE EXHIBIT P - COST REIMBURSEMENT REPORT - PART 1 AND PART 2 WHICH WILL OUTLINE EXPENSES INCURRED. THIS REPORT SHALL BE SUBMITTED ON OR BEFORE THE 10TH OF THE MONTH FOLLOWING THE MONTH FOR WHICH PAYMENT IS BEING REQUESTED THE END OF EACH QUARTER ALONG WITH ALL SUBSTANTIATING DOCUMENTATION AND/OR RECEIPTS. THE NETWORK SERVICE PROVIDER SHALL SUBMIT THE EXHIBIT P - COST REIMBURSEMENT REPORT - PART 1 AND PART 2 WHICH WILL OUTLINE EXPENSES INCURRED. THIS REPORT SHALL BE SUBMITTED ON OR BEFORE THE 10TH OF THE MONTH FOLLOWING THE MONTH FOR WHICH PAYMENT IS BEING REQUESTED THE END OF EACH QUARTER ALONG WITH ALL SUBSTANTIATING DOCUMENTATION AND/OR RECEIPTS." Added top section for Network Service Provider name, contract #, COA and Invoice dates
N/A	N/A	N/A	N/A	N/A	N/A	P - Part 2	Cost Reimbursement Expense Report	N/A	No	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	Q	Network Development	N/A	Yes	Principles	No edits
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Behavioral Health Consultant	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Early Case Detection	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Child Health Outreach Team (CHOT)	N/A	Yes	Principles	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Children's Respite - MH R&E I	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Community Crisis Prevention Team	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Co-Responder Calls	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Drop-in	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Drop-in Bundled Rate	N/A	No	Principles	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Early Psychiatric Intervention & Care - First Episode Psychosis	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Home-Based Case Management - Family Strategy Therapy (FST)	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Integrated Care Team (ICT)	N/A	Yes	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Mental Health Outreach - Family Strategy Therapy (FST)	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Family Services Treatment Team (FSTT)	N/A	No	NSM/Clinical	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Forensic Residential Treatment Facility	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Medication Assisted Treatment (MAT) - Bundled Rate	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Mental Health Offenders Program (MHOP)	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Outreach - Bundled Rate	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment
N/A	N/A	N/A	N/A	N/A	N/A	NSP Assigned #	Residential Block	N/A	No	NSM	Adjusted award to reflect 0.31 - Ongoing Commitment

N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	NM/Clinical	<ul style="list-style-type: none"> Added requirement for Ad Hoc reports
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	NM/Clinical	<ul style="list-style-type: none"> Added Outcome Measures Added requirement for Ad Hoc reports
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	NM	<ul style="list-style-type: none"> Added requirement for Ad Hoc reports
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	NM	<ul style="list-style-type: none"> Added Outcome Measures Added requirement for Ad Hoc reports Updated effective date
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	NM	<ul style="list-style-type: none"> Added requirement for Ad Hoc reports Removed reference of F.A.C. Rule 604-3.016 in paragraph 3(f) as it has been repealed. Revised award amount Revised due date for invoices from the 30th to the 31st in paragraph 13. Removed in addition, the following Entry may employ the default provisions in Rule 604-3.016(3), F.A.C., but is not required to do so in order to terminate the contract, item 35, 2.
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Principals/Executive	<ul style="list-style-type: none"> Revised due date of Exhibit C- Expenditure Reconciliation Report and Invoices from the 10th to the 8th in the following paragraphs: <ul style="list-style-type: none"> 4.3.4.1(f)(4) 4.3.4.2(f) 4.3.4.3(f)(3) 4.3.4.4(f)(4) 4.3.4.5(f) 4.3.4.6(f) Under Cost Reimbursement payment methodology, revised (3)(b) to state "This report shall be submitted on or before the 8th of the month following the month for which payment is being requested" instead of "...the end of each quarter." Under Cost Reimbursement payment methodology, added language to (3)(b) that requires the NSP to submit all substantiating documentation and/or receipts with their Cost Reimbursement Report by the 8th of the month following the end of each. Added requirement under D.5.b.(2)(f): "A photocopy of the employee's driver's license used to complete the H Form must be maintained in the personnel file." Old f became g and old g became h.
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Process	No edits
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Process	No edits
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Process	No edits
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Principals/Executive	<ul style="list-style-type: none"> Revised due date of Exhibit C- Expenditure Reconciliation Report and Invoices from the 10th to the 8th in the following paragraphs: <ul style="list-style-type: none"> 4.3.4.1(f)(4) 4.3.4.2(f) 4.3.4.3(f)(3) 4.3.4.4(f)(4) 4.3.4.5(f) 4.3.4.6(f) Under Cost Reimbursement payment methodology, revised (3)(b) to state "This report shall be submitted on or before the 8th of the month following the month for which payment is being requested" instead of "...the end of each quarter." Under Cost Reimbursement payment methodology, added language to (3)(b) that requires the NSP to submit all substantiating documentation and/or receipts with their Cost Reimbursement Report by the 8th of the month following the end of each. Added requirement under D.5.b.(2)(f): "A photocopy of the employee's driver's license used to complete the H Form must be maintained in the personnel file." Old f became g and old g became h.
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Principals/Executive	<ul style="list-style-type: none"> Revised due date of Exhibit C- Expenditure Reconciliation Report and Invoices from the 10th to the 8th in the following paragraphs: <ul style="list-style-type: none"> 4.3.4.1(f)(4) 4.3.4.2(f) 4.3.4.3(f)(3) 4.3.4.4(f)(4) 4.3.4.5(f) 4.3.4.6(f) Under Cost Reimbursement payment methodology, revised (3)(b) to state "This report shall be submitted on or before the 8th of the month following the month for which payment is being requested" instead of "...the end of each quarter." Under Cost Reimbursement payment methodology, added language to (3)(b) that requires the NSP to submit all substantiating documentation and/or receipts with their Cost Reimbursement Report by the 8th of the month following the end of each. Added requirement under D.5.b.(2)(f): "A photocopy of the employee's driver's license used to complete the H Form must be maintained in the personnel file." Old f became g and old g became h.

September 7, 2023 - Regular Board Meeting

Title

C14 - Proposed Allocation Changes for 2023-2024

Description

Staff allocation documents clarify how each school, district department and division is staffed for the 2023-2024 school year. The School Board is required to take action on all staff allocation changes.

Gap Analysis

These allocation changes are required to ensure the adequate staffing of the district and schools.

Previous Outcomes

The district and schools are adequately staffed.

Expected Outcomes

Staffing will be sufficient to meet the needs of the various schools and district departments.

Strategic Plan Goal

The district ensures fiscal responsibility and equitable distribution of resources.

Recommendation

Approve staff allocation plan as submitted.

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904)336-6722, susan.legutko@myoneclay.net

Financial Impact

Reflected in attachment.

Review Comments

Attachments

[09.07.23 - 23-24 Allocation Summary .pdf](#)

School	Add	Delete	Allocation	Comment	Salary	Benefits	Total Cost	
			2023-2024 ACTIONS					
			General Funds					
POE - 0651	0.9		ESE Assistant, BH	Enrollment needs	\$21,150	\$7,407	\$28,557	
				TOTAL:	\$21,150	\$7,407	\$28,557	
			IDEA (420/4100.4)					
OHS - 0661	0.9		ESE Assistant, BH	Enrollment needs	\$21,150	\$7,407	\$28,557	
				TOTAL:	\$21,150	\$7,407	\$28,557	
			Title 1 (420/4010.4)					
Title 1 - 9106	1.0		Title 1, Part A Program Specialist (420/4010.4)	Increase of 7 Title 1 schools	\$67,056	\$23,483	\$90,539	
Title 1 - 9106	10.0		Title 1, Teacher (420/4010.4)	Increase of 7 Title 1 schools	\$484,500	\$169,672	\$654,172	
Title 1 - 9106	13.0		Title 1, Assistant (420/4010.4)	Increase of 7 Title 1 schools	\$274,950	\$96,287	\$371,237	
				TOTAL:	\$826,506	\$289,442	\$1,115,948	

DRAFT

September 7, 2023 - Regular Board Meeting

Title

C15 - Superintendent's Annual Financial Report and Annual Cost Report for the FYE 6-30-2023

Description

The Superintendent is required under Section 1001.51(12)(b), Florida Statutes, to prepare for Board approval, all reports that may be required by law or rules of the State Board. State Board of Education Rule 6A-1.0071(3), Florida Administrative Code, requires submission of the Report of Financial Data to the Commissioner of Education no later than September 11 of each year.

Gap Analysis

The Superintendent's Annual Financial Report and Annual Cost Report meets State financial reporting requirements.

Previous Outcomes

It has been a past (normal) practice to provide the Superintendent's Annual Financial Report and Annual Cost Report, in accordance with SBE Rule 6A-1.0071(3), Florida Administrative Code.

Expected Outcomes

The Superintendent's Annual Financial Report is provided to meet the stewardship responsibilities of the district for reporting and accountability of the district's finances.

Strategic Plan Goal

Goal 2: Strategy 2.4: Ensure effective and efficient use of resources for fiscal stability.

Recommendation

The Clay County School Board approves the Superintendent's Annual Financial Report and Annual Cost Report for the fiscal year ending June 30, 2023.

Contact

Dr. Susan M. Legutko, Assistant Superintendent of Business Affairs, (904) 336-6721, susan.legutko@myoneclay.net

Financial Impact

The Superintendent's Annual Financial Report and Annual Cost Report reflects the annual results of operations.

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

C16 - Budget Amendment Report for June 2023

Description

Florida State Board of Education Administrative Rule 6A-1.006 requires that the School Board approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board form are changed from the original budget approved by the School Board. The Budget Amendments are procedurally necessary to update our budget to reflect changes as outlined in the attached statements.

Gap Analysis

The monthly budget amendment show compliance to the district's amended budget as of the month end reported and meet State and School Board financial reporting requirements.

Previous Outcomes

Reported as per Florida State Board of Education Administrative Rule 6A-1.006.

Expected Outcomes

The monthly budget amendment is provided to meet the stewardship responsibilities of the district for reporting and accountability of the district's budget.

Strategic Plan Goal

Goal: 2: Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Approval of the Budget Amendments for June 2023 as presented.

Contact

Dr. Susan M. Legutko, Assistant Superintendent for Business Affairs

Financial Impact

See attached statements for a complete analysis of the financial impact.

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

C17 - DELETION OF CERTAIN ITEMS REPORT AUGUST, 2023

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, 2023.

Gap Analysis

N/A

Previous Outcomes

Property Records followed State mandate on trackable assets, Chapter 274.05

Expected Outcomes

Tangible Personal Property shall be controlled and supervised from acquisition through transfer or disposal. Disposal of property shall be in accordance with Section 274.05, Florida Statutes. All deletions of items with a value of \$1,000.00 or more will be approved by The School Board of Clay County prior to disposition - School Board Policy Section 5.03C.

Strategic Plan Goal

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

Recommendation

Approve Deletion of Certain Items Report - September, 2023 as submitted

Contact

Dr. Susan Legutko,
 Assistant Superintendent for Business Affairs
 (904)-336-6721
 susan.legutko@myoneclay.net

Financial Impact

Provides additional storage space and eliminates the need to account for unusable property. Reduces the dollar value of Tangible Personal Property

Review Comments

Attachments

[☉ DELETION OF CERTAIN ITEMS REPORT SEPTEMBER, 2023.pdf](#)

Monthly Deletion Analysis / AUGUST 2023 2024			
Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
OPH - 0252	00062465	CABINET:HOT W/CASTERS/BRAKE / OUTDATED	D5
	00072209	STAND:PRECISION CASHIER W/ACCE / OUTDATED	D5
KHH - 0311	12000185	CABINET: TRANSPORT HEATED-ALTO / OUTDATED	D5
	12000184	CABINET: TRANSPORT HEATED-ALTO / OUTDATED	D5
	12000183	CABINET: TRANSPORT HEATED-ALTO / OUTDATED	D5
	00073986	SCRUBBER:MINUTEMAN 265 AUTOMAT / BROKEN	D5
SBJ - 0331	12000425	POSTER MAKER - CANON IPF650 / BROKEN	D5
LES - 0352	16000600	DUPLICATOR: DIGITAL W/CAB RICO / BROKEN	D1
PES - 0471	00068088	CAMCORDER:PANASONIC AG456 / OUTDATED	D5
TBE - 0531	12000429	COPIER: W/DOC FEEDER - RICOH / BROKEN	D1
	00074914	COMPUTER / BROKEN	D5
	00070467	COMPUTER / BROKEN	D5
PES - 0651	17000164	SHREDDER: PAPER / BROKEN	D5
OHS - 0661	11000018	MAC COMPUTERS / OBSOLETE	D1
	15000416	MAC COMPUTERS / OBSOLETE	D1
	11000019	MAC COMPUTERS / OBSOLETE	D1
	11000027	MAC COMPUTERS / OBSOLETE	D1
	15000424	MAC COMPUTERS / OBSOLETE	D1
	11000024	MAC COMPUTERS / OBSOLETE	D1
	15000428	MAC COMPUTERS / OBSOLETE	D1
	17000342	MAC COMPUTERS / OBSOLETE	D1
	10001526	MAC COMPUTERS / OBSOLETE	D1
	10001529	MAC COMPUTERS / OBSOLETE	D1
	10001527	MAC COMPUTERS / OBSOLETE	D1
	15000408	MAC COMPUTERS / OBSOLETE	D1
	15000410	MAC COMPUTERS / OBSOLETE	D1
	15000425	MAC COMPUTERS / OBSOLETE	D1
	15000406	MAC COMPUTERS / OBSOLETE	D1
	15000411	MAC COMPUTERS / OBSOLETE	D1
	14001119	MAC COMPUTERS / OBSOLETE	D1
	15000433	MAC COMPUTERS / OBSOLETE	D1
	15000430	MAC COMPUTERS / OBSOLETE	D1
	15000415	MAC COMPUTERS / OBSOLETE	D1
	14001113	MAC COMPUTERS / OBSOLETE	D1
	15000419	MAC COMPUTERS / OBSOLETE	D1
	15000405	MAC COMPUTERS / OBSOLETE	D1
15000417	MAC COMPUTERS / OBSOLETE	D1	
11000022	MAC COMPUTERS / OBSOLETE	D1	
15000432	MAC COMPUTERS / OBSOLETE	D1	
15000431	MAC COMPUTERS / OBSOLETE	D1	
15000414	MAC COMPUTERS / OBSOLETE	D1	
11000020	MAC COMPUTERS / OBSOLETE	D1	
15000420	MAC COMPUTERS / OBSOLETE	D1	
11000025	MAC COMPUTERS / OBSOLETE	D1	
14001116	MAC COMPUTERS / OBSOLETE	D1	

Monthly Deletion Analysis / AUGUST 2023 2024			
Cost Center	Asset	Item, Reason for Deletion	Type of Deletion
	15000418	MAC COMPUTERS / OBSOLETE	D1
	15000423	MAC COMPUTERS / OBSOLETE	D1
	11000026	MAC COMPUTERS / OBSOLETE	D1
	15000412	MAC COMPUTERS / OBSOLETE	D1
	15000427	MAC COMPUTERS / OBSOLETE	D1
	11000023	MAC COMPUTERS / OBSOLETE	D1
	15000409	MAC COMPUTERS / OBSOLETE	D1
	11000021	MAC COMPUTERS / OBSOLETE	D1
	15000407	MAC COMPUTERS / OBSOLETE	D1
	15000413	MAC COMPUTERS / OBSOLETE	D1
	17000335	CART: CHARGING CHROMEBOOKS / BROKEN	D5
	12000120	COPIER: COLOR W/FINISHER / BROKEN	D1
	00089988	CART: NOTEBOOK STORAGE / OBSOLETE	D5
	11000234	SCRUBBER: BOOST RIDER - CLARKE / BROKEN	D5
	11000212	SCRUBBER: WALK BEHIND BOOST / BROKEN	D1
	11000213	SCRUBBER: WALK BEHIND BOOST / BROKEN	D1
	10001804	CART: GOLF EZGO W/CARGO / BROKEN	D1
CLIMATE & CULTURE - 9004	20100054	LAPTOP / BROKEN	D1
	18100201	LAPTOP / BROKEN	D1
	18100205	LAPTOP / BROKEN	D1
TRANSPORTATION - 9010	00073390	CRUSHER:OIL FILTER / BROKEN	D1
	00073405	KIT:SUPER DELUX SCAN TOOL / OBSOLETE	D5
	00091331	SCANNER: ENGINE DIAGNOSTIC / OBSOLETE	D5
	00091330	SCANNER: ENGINE DIAGNOSTIC / OBSOLETE	D5
	00091326	SCANNER: ENGINE DIAGNOSTIC / OBSOLETE	D5
MAINTENACE - 9021	00089895	DESK / BROKEN	D1
PRINT CENTER - 9030	00094062	OFF SET PRINTER / BROKEN	D5
	00061054	STITCHER MOUNTED/FLOOR / OBSOLETE	D5

D1 = PARTED OUT/JUNK

D5 = SURPLUS SALES

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 12/31/2050

<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>
0252 ORANGE PARK HIGH						
Surplus Sale	00062465	CABINET:HOT W/CASTERS/BRAKE	03/25/1996	08/04/2023	1,959.00	0.00
Surplus Sale	00072209	STAND-PRECISION CASHIER W/ACCE	09/14/2000	08/04/2023	1,700.00	0.00
0311 KEYSTONE HEIGHTS JR/SR HIGH						
Surplus Sale	00073986	SCRUBBER:MINUTEMAN 265 AUTOMAT	10/12/2000	08/04/2023	4,310.80	0.00
Surplus Sale	12000183	CABINET: TRANSPORT HEATED-ALTO	11/10/2011	08/04/2023	1,803.40	0.00
Surplus Sale	12000184	CABINET: TRANSPORT HEATED-ALTO	11/10/2011	08/04/2023	1,803.40	0.00
Surplus Sale	12000185	CABINET: TRANSPORT HEATED-ALTO	11/10/2011	08/04/2023	1,803.40	0.00
0331 S BRYAN JENNINGS ELEMENTARY						
Surplus Sale	12000425	POSTER MAKER - CANON IPE650	03/08/2012	08/04/2023	2,348.00	0.00
0352 LAKESIDE ELEMENTARY						
Junk/Parts	16000600	DUPLICATOR: DIGITAL W/CAB RICO	06/23/2016	08/04/2023	3,921.00	0.00
0471 ROBERT M PATERSON ELEMENTARY						
Surplus Sale	00068088	CAMCORDER:PANASONIC AG456	07/30/1998	08/04/2023	1,564.00	0.00
0531 THUNDERBOLT ELEMENTARY						
Surplus Sale	00070467	CHASSIS/MONT/KEYBD - NCI P233	04/14/1998	08/04/2023	1,382.32	0.00
Surplus Sale	00074914	CHASSIS/MONITOR/KEYBOARD - DEL	11/08/2001	08/04/2023	1,020.00	0.00
Junk/Parts	12000429	COPIER: W/DOC FEEDER - RICOH R	04/12/2012	08/04/2023	2,022.00	0.00
0651 PLANTATION OAKS ELEMENTARY						
Surplus Sale	17000164	SHREDDER: PAPER GO ECO LIFE GS	09/22/2016	08/04/2023	1,599.99	0.00
0661 OAKLEAF HIGH SCHOOL						
Surplus Sale	00089988	CART: NOTEBOOK STORAGE - DELL	08/10/2006	08/04/2023	1,199.00	0.00
Junk/Parts	10001526	RECORDER/PLAYER: VIDEO 3-IN-1	05/27/2010	08/04/2023	1,344.20	0.00

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Date Range 08/01/2023 12/30/2050

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 12/31/2050

<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	10001527	RECORDER/PLAYER: VIDEO 3-IN-1	05/27/2010	08/04/2023	1,344.20	0.00
Junk/Parts	10001529	RECORDER/PLAYER: VIDEO 3-IN-1	06/29/2010	08/04/2023	1,344.20	0.00
Junk/Parts	10001804	CART: GOLF EZGO W/CARGO BOX/SU	06/29/2010	08/04/2023	4,943.00	0.00
Junk/Parts	11000018	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000019	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000020	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000021	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000022	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000023	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000024	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000025	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000026	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000027	C/M/K - APPLE IMAC 21.5 " MB95	08/12/2010	08/04/2023	1,198.00	0.00
Junk/Parts	11000212	SCRUBBER: WALK BEHIND BOOST 28	09/23/2010	08/04/2023	10,218.04	0.00
Junk/Parts	11000213	SCRUBBER: WALK BEHIND BOOST 28	09/23/2010	08/04/2023	10,218.04	0.00
Surplus Sale	11000234	SCRUBBER: BOOST RIDER - CLARKE	10/21/2010	08/04/2023	10,895.00	0.00
Junk/Parts	12000120	COPIER: COLOR W/FINISHER-RICOH	01/12/2012	08/04/2023	6,266.00	0.00
Junk/Parts	14001113	IMAC - APPLE 21.5 Z0PD	12/12/2013	08/04/2023	1,368.00	0.00
Junk/Parts	14001116	IMAC - APPLE 21.5 Z0PD	12/12/2013	08/04/2023	1,368.00	0.00
Junk/Parts	14001119	IMAC - APPLE 21.5 Z0PD	12/12/2013	08/04/2023	1,368.00	0.00
Junk/Parts	15000405	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000406	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000407	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000408	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000409	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000410	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000411	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000412	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000413	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000414	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000415	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000416	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000417	IMAC: APPLE 21.5 Z0PD	09/11/2014	08/04/2023	1,340.64	0.00

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Date Range 08/01/2023 12/30/2050

Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 12/31/2050

<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	15000418	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000419	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000420	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000423	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000424	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000425	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000427	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000428	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000430	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000431	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000432	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,340.64	0.00
Junk/Parts	15000433	IMAC: APPLE 21.5 ZOPD	09/11/2014	08/04/2023	1,159.33	0.00
Surplus Sale	17000335	CART: CHARGING CHROMEBOOKS EDU	11/17/2016	08/04/2023	1,159.33	0.00
Junk/Parts	17000342	IMAC: APPLE 21.5 "ZORS"	11/17/2016	08/04/2023	1,917.00	0.00
					100,448.01	0.00
	LCTN	9004 CLIMATE AND CULTURE				
Junk/Parts	18100201	LAPTOP: DELL LATTITUDE 7389	02/20/2018	08/04/2023	1,219.97	0.00
Junk/Parts	18100205	LAPTOP: DELL LATTITUDE 7389	02/20/2018	08/04/2023	1,219.97	0.00
Junk/Parts	20100054	LAPTOP: DELL LATTITUDE 7390	11/05/2019	08/04/2023	1,219.97	0.00
					3,659.91	0.00
	LCTN	9010 TRANSPORTATION				
Junk/Parts	00073390	CRUSHER-OIL FILTER	05/09/2002	08/04/2023	1,910.00	0.00
Surplus Sale	00073405	KIT: SUPER DELUX SCAN TOOL - SN	11/26/2002	08/04/2023	3,418.71	0.00
Surplus Sale	00091326	TOOL: SCAN DIAGNOSTIC PROLINK	06/28/2007	08/04/2023	3,947.46	0.00
Surplus Sale	00091330	SCANNER: ENGINE DIAGNOSTIC - O	06/12/2008	08/04/2023	3,440.00	0.00
Surplus Sale	00091331	SCANNER: ENGINE DIAGNOSTIC - O	06/12/2008	08/04/2023	3,440.00	0.00
					16,156.17	0.00
	LCTN	9021 MAINTENANCE DEPARTMENT				
Junk/Parts	00089895	DESK: EXECUTIVE W/CREDENZA & RE	10/03/2006	08/04/2023	1,414.64	0.00
					1,414.64	0.00
	LCTN	9030 PRINT CENTER				

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Clay County Public Schools
 Monthly Deletion Report
 For Month Ending: 12/31/2050

<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>	
Surplus Sale	00061054	STITCHER MOUNTED/FLOOR STAN	08/18/1995	08/04/2023	3,630.00	0.00	
Surplus Sale	00094062	PRESS: PRINTING - A.B. DICK	03/13/2008	08/04/2023	1,500.00	0.00	
					5,130.00	0.00	
Total Furniture							
	154,046.04						
Total Vehicles							
	0.00						
Total Audio Visual							
	0.00						
Total Software							
	0.00						
Totals for Deletion Report						154,046.04	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)

September 7, 2023 - Regular Board Meeting

Title

C18 - BID to be Awarded

Description

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

- a. Refuse Collection - County Wide Bid #23-BA-129: PLACEHOLDER
- b. Band Instruments Bid # 23-SCH-95: PLACEHOLDER

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the items to meet their needs.

Previous Outcomes

Prior Board approved Bid will expire but it was used successfully during the past terms to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board, we expect the vendor to provide quality services and products at the terms and conditions listed in the Bid.

Strategic Plan Goal

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

Recommendation

Award BID as follows:

- a. Refuse Collection - County Wide Bid #23-BA-129:
- b. Band Instruments Bid # 23-SCH-95:

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Refuse Collection - County Wide Bid #23-BA-129: The total estimated expenditure for the three (3) year contract is \$____. Estimated annual spend of \$____ for 2023-24, \$____ for 2024-25, and \$____ for 2025-26 from General Revenue.

b. Band Instruments Bid # 23-SCH-95: The total estimated expenditure for the one (1) year and three (3) year contract is \$____. Estimated annual spend of \$____ for 2023-24, \$____ for 2024-25, and \$____ for 2025-26 from General Revenue.

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

C19 - Florida Safe Schools Assessment Acceptance Letter

Description

Florida DOE/HB 7030-s. 1006.1493, F.S., Florida Safe Schools Assessment Tool must be the Site Security Assessment tool that is used at each district and school site in conducting security assessments. The School Safety Specialist reviews the recommendations of the School Hardening and Harm Mitigation Workgroup from each school. The School Board must acknowledge the assessments have been completed and the Superintendent is required to sign verification of completion.

Gap Analysis

Clay County District Schools requires the Board's confirmation of completion of the Florida Safe Schools Assessments to be in compliance for SB 7030.

Previous Outcomes

The board has approved these yearly since 2018.

Expected Outcomes

Approval of the acceptance letter which will be submitted to the state for compliance of SB 7030. This will also foster a safe and secure environment for our District staff by constantly assessing our campuses.

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 acceptance letter and allow the Superintendent to sign the letter which will be submitted to the state for compliance of SB 7030.

Contact

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

Kenneth Wagner, Chief of Police CCDSPD, (904) 336-0101, kenneth.wagner@myoneclay.net

Financial Impact

No Financial Impact

Review Comments

Attachments

☞ [Safe School Assessment Certification Letter 9.7.23.pdf](#)



CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

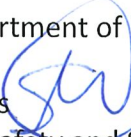
SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1
Mary Bolla, District 2
Beth Clark, District 3
Michele Hanson, District 4
Ashley Gilhousen, District 5

MEMO TO: Sylvia Ift
Florida Department of Education, Office of Safe Schools

FROM: Stephen Mills 
Supervisor, Safety and Security Clay County District Schools

DATE: September 7, 2023

SUBJECT: 2023 -2024 Florida Safe Schools Assessment Certification of School Board

This memo serves to certify that the District Schools of Clay County has completed the 2023-2024 Safe School District Assessment as promulgated by S.1006.07 (6) F.S.

The assessment findings and recommendations were presented to the District School Board at a publicly noticed District school meeting on September 7, 2023 and the district has submitted the assessment, including the finding and recommendations, to the Florida Department of Education via the Florida Safe School Assessment Tool.

David S. Broskie
Superintendent of Schools
Clay County District Schools

September 7, 2023 - Regular Board Meeting

Title

C20 - Purchase Agreement for Two (2) Sets of Ramps and Stairs at Keystone Heights Elementary School

Description

Relocatable building type 92, rooms 712 and 750 located at Keystone Heights Elementary School, identified as CI 0391 and CI 0595 need to be disposed of due to space necessary to complete the new cafeteria and multi-purpose educational facility that is currently being constructed. T&T House Moving and Heavy Rigging, LLC, is assuming ownership of the two (2) portables mentioned above. The portables have ancillary equipment consisting of ramps and stairs. The ramps and stairs have been deemed surplus and unusable. T&T House Moving and Heavy Rigging, LLC has agreed to purchase the ramps and stairs for \$12,500.00. T&T House Moving and Heavy Rigging, LLC will be responsible for paying for all of the costs associated with moving the ramps and stairs.

Gap Analysis

No action would result in an unnecessary financial burden on the district.

Previous Outcomes

The School Board has approved the sale of surplus equipment in the past.

Expected Outcomes

It is expected the School Board will approve the purchase agreement to sell the two (2) sets of ramps and stairs.

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 purchase agreement and sale of two (2) sets of ramps and stairs.

Contact

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

Michael Kemp, Director of Facility Planning & Construction, (904)336-6824, michael.kemp@myoneclay.net

Financial Impact

The District will receive \$12,500.00 for the sale of these ramps and stairs. The funds received shall credit the fund originally sourced for the original acquisition per SREF 2.1(4)(a)-(h).

Review Comments

Attachments

[Purchase Agreement KHE Ramps & Stairs 9.7.23.pdf](#)

**AGREEMENT FOR PURCHASE OF RAMPS AND STAIRS FOR PORTABLE
SCHOOL CLASSROOMS**

This AGREEMENT is entered into this ____ day of September, 2023, by T&T House Moving and Heavy Rigging, LLC. (hereinafter "PURCHASER") for the benefit and protection of CLAY COUNTY SCHOOL BOARD, CLAY COUNTY, FLORIDA (hereinafter "BOARD").

WHEREAS, the BOARD has declared that two sets of ramps and stairs that were previously attached to portable classroom buildings numbered CI 0391 and CI 0595, to be unusable and surplus; and

WHEREAS, the PURCHASER has determined that it can make use of said ramps and stairs; and

WHEREAS, the BOARD is willing to convey ramps and stairs to PURCHASER; and

WHEREAS, the PURCHASER is willing to pay for and accept said ramps and stairs.

NOW THEREFORE, in consideration of the foregoing, the BOARD hereby conveys said ramps and stairs, to the PURCHASER for the sum of \$12,500.00 (TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS) in hand paid and for other valuable consideration subject to the following terms:

1. The PURCHASER is responsible for moving said ramps and stairs off of the BOARD property, specifically the property of Keystone Heights Elementary School, Keystone Heights, Florida.
2. Said ramps and stairs must be removed from the premises of Keystone Heights Elementary School no later than the 15th day of September, 2023 at 9:00 p.m. local time.
3. The PURCHASER must sign this AGREEMENT, prior to removal of said ramps and stairs.
4. At the time of execution of this AGREEMENT, the PURCHASER must present to designated BOARD personnel an executed contract with a licensed and bonded local professional building mover (hereinafter "CONTRACTOR") obligating said CONTRACTOR to perform the movement/removal of said ramps and stairs within the time frame set forth herein.
5. The PURCHASER must present proof of CONTRACTOR'S liability insurance coverage which will cover movement of the ramps and stairs.
6. The PURCHASER must make arrangements satisfactory to designated BOARD personnel for the removal and reinstallation of any fences on the property of Keystone Heights Elementary School which must be moved in order to effect removal of said ramps and stairs from the school premises.

7. The PURCHASER must sign a "Waiver of Liability" releasing the BOARD and its employees, agents, representatives, and assigns from any liability of any kind or nature whatsoever resulting from the removal and relocation of said ramps and stairs.

8. The PURCHASER agrees that the BOARD shall incur no costs of any kind or nature whatsoever resulting from the sale, removal or relocation of said ramps and stairs.

This AGREEMENT contains the full agreement of the parties, shall be strictly construed as to all times by which performance must take place and the terms of the AGREEMENT may not be amended or altered except in written form signed by representatives of both parties.

EXECUTED this _____ day of September, 2023.

T&T HOUSE MOVING AND HEAVY RIGGING,
LLC.

By Melissa A. Mason
Melissa A. Mason
PURCHASER

The terms of this AGREEMENT is hereby
Acknowledged by the undersigned.

CLAY COUNTY SCHOOL BOARD, CLAY
COUNTY, FLORIDA

By _____
ASHLEY GILHOUSEN
Title: Owner's Representative
Clay County School Board

By _____
BRYCE ELLIS
Title: Assistant Superintendent for Operations
900 Walnut Street
Green Cove Springs, Florida 32043

September 7, 2023 - Regular Board Meeting

Title

C21 - Change Order #7 for Orange Park High School Stadium Repair/Replacement

Description

Change Orders are initiated by the Contractor, Architect/Engineer or Owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This change order is for additional stormwater controls on restroom facilities to include gutter and downspout system and a changed site condition that resulted in the civil engineering and installation of a retaining wall to support ADA ramp and stairs and additional electrical as requested by the school.

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,
Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This change order will increase the contract amount by \$28,531.16. Architect fees, contracted at 7.91%, will increase by \$2,256.81 as a result of this change order. These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

[☺ OPH Stadium Repair.Replacement CO 7.pdf](#)

Change Order

PROJECT: <i>(Name and address)</i> Stadium Orange Park High School 2300 Kingsley Avenue Orange Park, FL 32073	CONTRACT INFORMATION: Contract For: Stadium Orange Park High School Project Date: 5/27/2022	CHANGE ORDER INFORMATION: Change Order Number: 7 Date: 09/07/2023
OWNER: <i>(Name and address)</i> School Board of Clay County 900 Walnut Street Green Cove Springs, FL 32043	ARCHITECT: <i>(Name and address)</i> kasper architects + associates 10175 Fortune Parkway #701 Jacksonville, FL 32256	CONTRACTOR: <i>(Name and address)</i> Thomas May Construction Company 310 College Drive Orange Park, FL 32065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COP #11: CHANGES AS PER RFI #18

Total: \$5,426.12

Additional Days: 2

COP #12: CHANGES PER CIVIL DRAWING DATED 7/7/23 FOR NEW RETAINING WALL AND OTHER MISC. ITEMS.

Total: \$23,105.04

Additional Days: 35


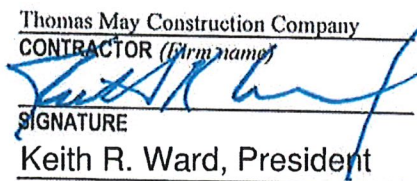
The original Contract Sum was	\$ 2,438,722.00
The net change by previously authorized Change Orders	\$ 598,762.14
The Contract Sum prior to this Change Order was	\$ 3,037,484.14
The Contract Sum will be increased by this Change Order in the amount of	\$ 28,531.16
The new Contract Sum including this Change Order will be	\$ 3,066,015.30

The Contract Time will be increased by Thirty-Seven (37) days.

The new date of Substantial Completion will be 08/18/2023

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.

kasper architects + associates ARCHITECT <i>(Firm name)</i>	Thomas May Construction Company CONTRACTOR <i>(Firm name)</i>	School Board of Clay County OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Chris Densmore PRINTED NAME AND TITLE	Keith R. Ward, President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
8/17/2023 DATE	8/17/23 DATE	 DATE

**SCHOOL BOARD OF CLAY COUNTY
CHANGE ORDER # 07**

SBCC PROJECT NAME: Orange Park High School Stadium Repair/Replacement

SBCC PROJECT NUMBER: C-6-21/22

ADDITIONAL INFORMATION

- Materials and labor for additional civil site work for improved stormwater controls due to changed site conditions to include gutter and downspout system	\$5,426.12
- Materials and labor for additional site work to include two retaining walls to support ADA ramp and stairs, additional electrical as requested by the school, and a paint color change.	\$23,105.04
TOTAL CHANGE ORDER AMOUNT:	\$28,531.16

37 additional calendar days to achieve substantial completion will be required for this change order. Substantial Completion date will be August 18, 2023. Final Completion date will be September 17, 2023.

September 7, 2023 - Regular Board Meeting

Title

C22 - Substantial Completion of Orange Park Junior High School Restroom Renovations

Description

Establish a Substantial Completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the Project Manager and Project Architect/Engineer, has reached Substantial Completion on July 25, 2023 in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial Completion.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None

Review Comments

Attachments

[OPJ Restroom Renovations Substantial Completion.pdf](#)

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: Orange Park Junior High School – Restroom Renovations.

School: Orange Park Junior High School

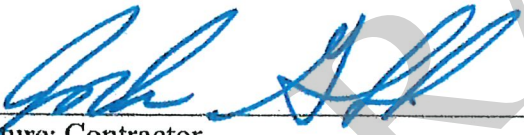
SDCC Project Number: C-21-22/23

OEFIS Project Number: _____

Project Architect/Engineer: Kasper Architects & Associates

Project Contractor: Thomas May Construction Company

Date of Substantial Completion: July 25, 2023



Signature: Contractor

Date: 7/25/23




Signature: Architect/Engineer

Date: 7/25/2023



Signature: Project Manager

Date: 7/25/2023



Signature: Code Enforcement

Date: 7/25/23

September 7, 2023 - Regular Board Meeting

Title

C23 - Change Order #3 for Middleburg High School Cafeteria Expansion

Description

Change Orders are initiated by the Contractor, Architect/Engineer or Owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This change order is the result of changed site conditions that resulted in the need for tapered insulation on a pitched roof, additional flooring required in plumbing pour back areas, and additional cleaning services requested in addition to the end of project cleaning service.

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 #3.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This change order will increase the contract amount by \$22,896.51. Architect fees, contracted at 8.5%, will increase by \$1,946.20 as a result of this change order. These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

📎 [MHS Cafeteria Expansion CO 3.pdf](#)



AIA Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Middleburg High School Cafeteria Addition	CONTRACT INFORMATION: Contract For: General Construction Date: January 05, 2023	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: September 7, 2023
OWNER: <i>(Name and address)</i> School Board of Clay County 900 Walnut Street Green Cove Springs FL 32043	ARCHITECT: <i>(Name and address)</i> Bhide & Hall Architects PA 1329- c Kingsley Ave Orange Park, FL 32073	CONTRACTOR: <i>(Name and address)</i> Blackwater Construction Services

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 Change Order includes CMI #07 (Light Pole Fixture Replacement), CMI #08 (Tapered Insulation), CMI #09 (VCT in MEP Pourback areas) and CMI #10 (Floor Cleaning Services).

The original Contract Sum was	\$ 1,467,627.00
The net change by previously authorized Change Orders	\$ 64,272.96
The Contract Sum prior to this Change Order was	\$ 1,531,899.96
The Contract Sum will be increased by this Change Order in the amount of	\$ 22,896.51
The new Contract Sum including this Change Order will be	\$ 1,554,796.47

The Contract Time will be increased by Seven (7) days.
 The new date of Substantial Completion will be December 2, 2023

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.

<u>Bhide & Hall Architects PA</u> ARCHITECT <i>(Firm name)</i>	<u>Blackwater Construction Services</u> CONTRACTOR <i>(Firm name)</i>	<u>School Board of Clay County</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>DAVID S SHIVELY</u> PRINTED NAME AND TITLE	<u>Jack McDonald</u> PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
<u>8/16/2023</u> DATE	<u>8/14/2023</u> DATE	 DATE

**SCHOOL BOARD OF CLAY COUNTY
CHANGE ORDER # 03**

SBCC PROJECT NAME: Middleburg High School Cafeteria Expansion

SBCC PROJECT NUMBER: C-33-19/20

ADDITIONAL INFORMATION

- Materials and labor required for to replace existing light pole fixture to LED lighting	\$ 1,973.72
- Materials and labor required for tapered insulation on a pitched roof	\$ 14,426.78
- Materials and labor required for temporary vct flooring replacement associated for plumbing pourback areas	\$ 4,231.41
- Materials and labor required for additional cleaning services requested in addition to the end of project cleaning service	\$ 2,264.60
TOTAL CHANGE ORDER AMOUNT:	\$ 22,896.51

Seven (7) additional calendar days will be needed to achieve substantial completion for this change order. Substantial Completion date will be December 4, 2023. Final Completion date will be January 3, 2024.

September 7, 2023 - Regular Board Meeting

Title

C24 - Substantial and Final Completion of Clay High School Restroom Renovations

Description

Establish a Substantial 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/Engineer, has reached Substantial Completion on August 7 and Final Completion on August 7, 2023 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,
Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None

Review Comments

Attachments

📎 [CHS Restroom Renovations Substantial and Final Completion.pdf](#)

**Clay County District Schools
Certificate of Substantial Completion**

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

Project Title: Restroom Renovations

School: Clay High School

SDCC Project Number: C-2-21/22

OEF Project Number: N/A

Project Architect: ~~EMT~~ LS3P

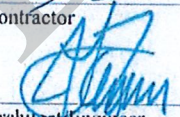
Project Contractor: Gary Bailey

Date of Substantial Completion: 8/7/2023



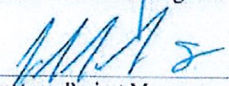
Signature: Contractor

Date: 8/8/23




Signature: Architect/Engineer

Date: 8/8/2023



Signature: Project Manager

Date: 8/7/2023



Signature: Code Enforcement

Date: 8/7/2023

**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: Restroom Renovations

School: Clay High School


SDCC Project Number: C-2-21/22


OFF Project Number: N/A

Project Architect: ~~ENR~~ **LS3P**

Project Contractor: Gary Bailey

Date of Final Completion: 8/7/2023


Signature: Contractor Date: 8/8/23


Signature: Architect/Engineer Date: 8/8/2023


Signature: Project Manager Date: 8/7/2023


Signature: Code Enforcement Date: 8/7/2023

September 7, 2023 - Regular Board Meeting

Title

C25 - Lake Asbury Junior High School HVAC Repair/Replacement Contract Award

Description

This project is listed in the 2023/2024 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

N/A

Previous Outcomes

N/A

Expected Outcomes

Strategic Plan Goal

Construction of Lake Asbury Junior High School HVAC Repair/Replacement.

Recommendation

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.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

Award the construction contract to Trane U.S. using the DCPS RFP N 08/19-TW-HVAC Maintenance Bid in the amount of \$754,468.70.

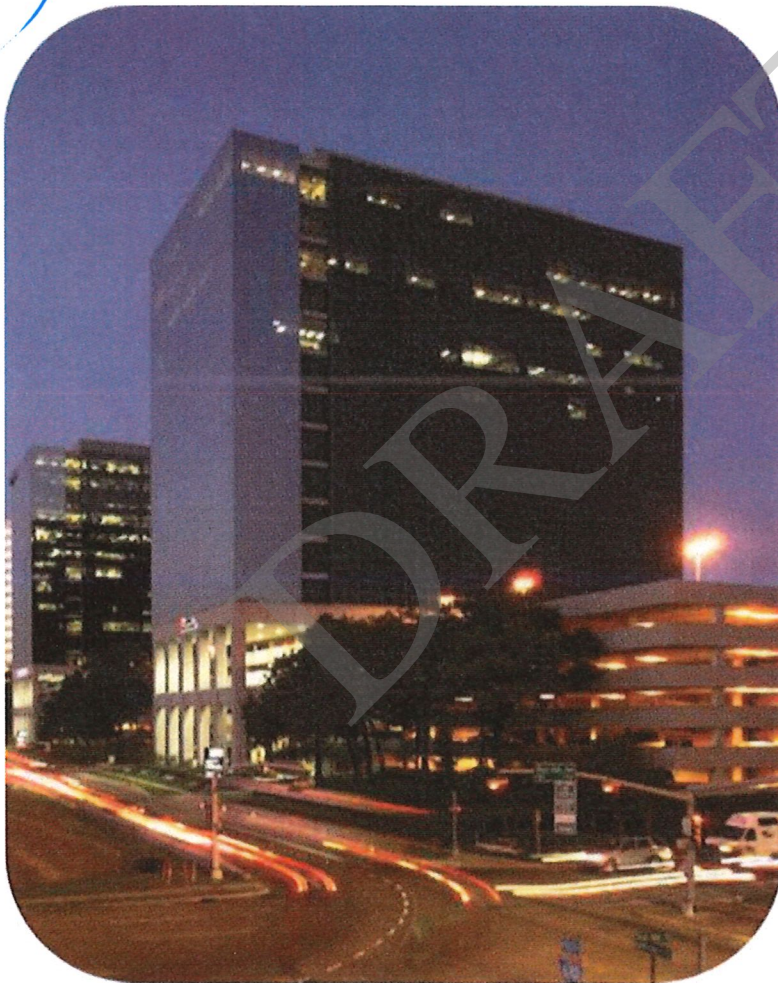
Review Comments

Attachments

📎 [LAJ HVAC Repair.Replacement Contract 9.7.23.pdf](#)



Trane Turnkey Proposal



Turnkey Proposal For:

School Board of Clay County
Mike Griffis
814 Walnut Street
Green Cove Springs, FL 32043-3204

Local Trane Office:

Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256

Local Trane Representative:

Allan Bond / Bert Bost
Office Phone: (904) 363-6088

Proposal ID: 7363147-1

Date: July 11, 2023



Prepared For:
School Board of Clay County

Date:
July 11, 2023

Job Name:
CCSB Lake Asbury Jr. High Chiller Replacement 2024

Proposal Number:
7363147-1

Delivery Terms:
Freight Allowed and Prepaid

Payment Terms:
In accordance to Florida Prompt Payment Act

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 School Board of Clay County and based on the site surveys performed on 6-22-23

Turnkey Installation of HVAC Equipment

RTAF-1	1	115-500 Ton Air-Cooled Sintesis (TM) (RT	RTAF250EUAHHXUA1N21X3NWNCCV1CA*BX*X AA1X**X
RTAF-2	1	115-500 Ton Air-Cooled Sintesis (TM) (RT	RTAF350EUAHHXUA1N11X2NWNCCV1CA*BX*X AA1X**X

Product Data - RTAF (All Units)

- RTAF air-cooled screw chiller
- Unit startup by Trane
- 460V/60Hz/3 phase
- High efficiency
- UL listed to US and Canadian safety std
- Refrigerant charge R-513A
- AHRI certified
- Grooved pipe
- Factory insulation- 0.75 inch
- Wide ambient
- Microchannel coil
- Variable speed fans
- Variable speed compressors
- Single point unit power connection
- Circuit breaker
- Default amp short circuit rating
- BACnet interface
- Architectural louvered panels
- Elastomeric isolators
- 10-Year parts, labor, and refrigerant warranty (whole unit with AFD)

Turnkey Installation of HVAC Equipment

- Provide and install (1) 250-ton and (1) 350-ton High Efficiency Chillers (details above)
- Provide pre- and post-installation water flow T&B
- Demo and properly dispose of existing equipment being replaced
- Modify piping to connect new chiller to existing piping
- Furnish and install (2) new isolation valves
- Provide crane and rigging services
- One year warranty on installation work is included
- Permits are included as needed
- Bond included

Electrical Installation

- Lockout tagout power while working on units
- Reuse wire and circuit breakers, extend wire as needed
- Provide and install Sealtite conduit and fittings for connections
- 120v power for heat trace

Controls Installation

- Disconnect existing chiller controls
- Reconnect existing chiller controls to new chiller
- Verify communication
- Any programming/sequence modifications are excluded and shall be by Clay County Controls Team

Turnkey Services Not Provided

- Chemical treatment material, cleaning, and testing
- Any repairs to existing equipment (unless specifically stated above in this proposal)
- Any item not specifically mentioned above is not included

Proposal Notes/ Clarifications

- Price is valid for 30 Days
- Proposal includes "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- Delivery time subject to current factory production times and shipping
- Weekend work included if necessary



Pricing and Acceptance

School Board of Clay County
Attn: Jim Johnson
814 Walnut Street
Green Cove Springs, FL 32043-3204

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law)\$754,468.70 USD

Financial items not included

- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Allan Bond / Bert Bost
Trane U.S. Inc.
Office Phone: (904) 363-6088

DRAFT



ACCEPTANCE

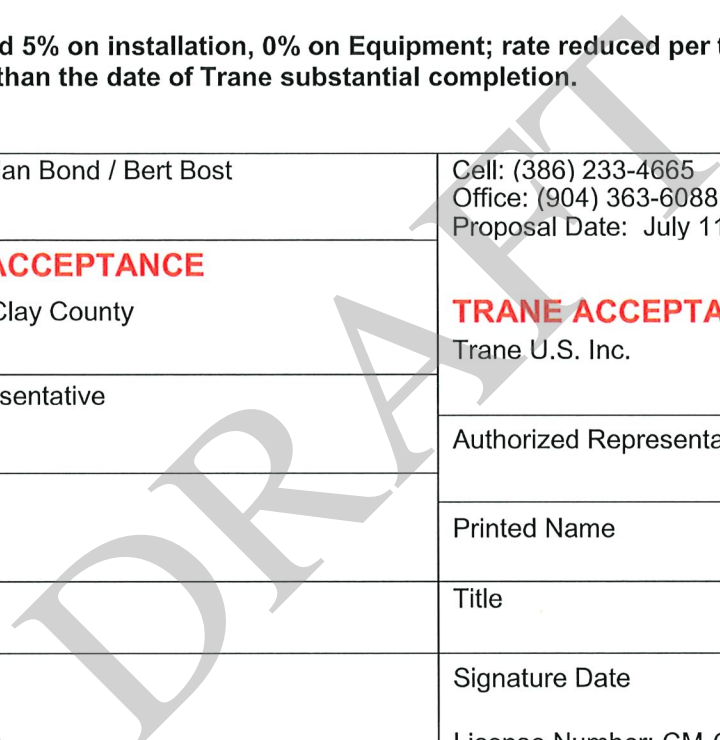
This proposal is prepared in compliance with the DCPS RFP N08/19-TW- HVAC Maintenance contract. Addendum A CCSB District purchase order terms and conditional apply. Pricing backup form is provided.

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

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

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Allan Bond / Bert Bost	Cell: (386) 233-4665 Office: (904) 363-6088 Proposal Date: July 11, 2023
CUSTOMER ACCEPTANCE School Board of Clay County	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: CM-C1249843



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

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

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

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

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

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

20. CONTAMINANTS LIABILITY

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

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

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

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

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

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

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

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

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

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

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

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

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

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

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

Customer:	Clay County Schools
Job Location:	Lake Asbury JH
Quote Requested by:	
Phone:	
Technician:	NA

Only Yellow Cells Are Edited

Regular Time Labor Hours(include Travel Time to and from job each work day)	# of hours	Billable Rate		Sell Price
Service Technician Labor				
Exhibit B, Item 22 - Service Call Hourly Rate	0.0	\$ 115.00		\$0.00
Exhibit B, Item 23 - HVAC Helper / Apprentice	0.0	\$ 90.00		\$0.00
Exhibit B, Item 24 - Journeyman Mechanic	60.0	\$ 115.00		\$6,900.00
Exhibit B, Item 25 - Site Supervisor	0.0	\$ 120.00		\$0.00
Exhibit B, Item 26 - Project Manager	83.0	\$ 120.00		\$9,960.00
Exhibit B, Item 27 - FL Registered PE	0.0	\$ 193.64		\$0.00
Exhibit B, Item 28 - Engineering Technician / CADD Operator	0.0	\$ 128.75		\$0.00
Exhibit B, Item 29 - Labor / Overhead / Profit (outsourced labor) (labor cost/hr x Bid Multiplier = sellprice/hr)		\$ -	1.6	\$0.00
Labor Subtotal	143.0			\$16,860.00

Material List - Exhibit B Item 30, (20% Max Profit)	Quantity	Unit Cost	Markup	Sell Price
250 Ton High Efficiency RTAF Chiller	1.0	\$255,831.20	1.00	\$255,831.20
350 Ton High Efficiency RTAF Chiller	1.0	\$349,780.00	1.00	\$349,780.00
	1.0	\$0.00	1.00	\$0.00
	1.0	\$0.00	1.00	\$0.00
	1.0	\$0.00	1.00	\$0.00
	1.0	\$0.00	1.00	\$0.00
	1.0	\$0.00	1.00	\$0.00
	1.0	\$0.00	1.00	\$0.00
Material Subtotal		\$605,611.20		\$605,611.20
Freight (YES or NO to include freight in estimate)	YES	\$0.00		\$ -

Subcontractor - Exhibit B Item 31 (25% Max Profit)	Quantity	Unit Cost	Markup	Sell Price
Mechanical	1.0	\$69,330.00	1.25	\$86,662.50
Electrical	1.0	\$18,128.00	1.25	\$22,660.00
Controls	1.0	\$8,600.00	1.25	\$10,750.00
Test and Balance	1.0	\$2,000.00	1.25	\$2,500.00
Bond	1.0	\$7,540.00	1.25	\$9,425.00
	0.0	\$0.00	1.25	\$0.00
Subcontractor Subtotal		\$105,598.00		\$131,997.50

Quote Summary	
Materials	\$605,611.20
Labor	\$16,860.00
Subcontractors	\$131,997.50
Total Sales Price Quote to Customer	\$754,468.70
Contingency Percentage (If necessary)	0% \$0.00



TRANE JACKSON
8929 WESTERNW/
JAX.,FL. 32256
904-363-6088

CCSB TRANE SERVICE FIELD QUOTATION

Date: 7/11/2023
Project: CCSB Lake Asbury Chillers
Customer: Clay Schools
Location: Lake Asbury JH
Customer Contact: Mike Griffis

Trane is pleased to offer you this proposal for the following services:

See proposal 7363147 for details

DRAFT

Our Price for this scope of work is.....

\$754,468.70

Notes:

- 1 Work to be performed during normal working hours Monday - Friday 8:00 AM - 4:30 PM exclusive of holidays unless overtime is specified in the above scope of work
- 2 Any service not listed is not included in this quotation. Time for delays will be billed extra.
- 3 This quotation is valid for 30 days from above date of quote
- 4 This quotation is prepared in compliance with DCPS RFP N. 08/19-TW - HVAC Maintenance
- 5 PREVAIL-Terms and Conditions per DCPS RFP N. 08/19-TW - HVAC Maintenance CCSB Purchase Order Addendum A

Submitted by Service Technician: _____

Work Authorized and price accepted by Customer Representative: _____

Date of Acceptance: _____



"ADDENDUM A" **TO CONTRACT WITH** **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "Contractor".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

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

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

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

SBCC'S Representative with CONTRACTOR is: _____

School/Department Name: _____

Mailing Address: _____

Phone #: _____ Email Address: _____

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

CONTRACTOR

By: _____

By:

* Joe Follenweider	Digitally signed by * Joe Follenweider Date: 2021.05.06 12:24:58 -0400
--------------------	---

Print Name: _____

Print Name: Joe Follenweider

Title: _____

Title: General Sales Manager

Date: _____

Date: 5/6/2021

DRAFT

NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

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

COVID-19 WAIVER

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

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

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

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

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

Participant/Vendor/Volunteer/Parent Signature

Date

Printed Name

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

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

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

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

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

Signature of Authorized Representative:

* Joe Follenweider	Digitally signed by * Joe Follenweider Date: 2021.05.06 12:23:13 -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 -0400'
--------------------	--

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.

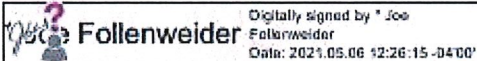
I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Trane U.S. Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Joe Follenweider
(Printed Name)

General Sales Manager
(Title)

 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.

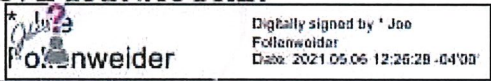
- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent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

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.

 Digitally signed by * Joe Follenweider
Date: 2021.05.06 12:26:46 -04'00'

Signature

Trane U.S. Inc.

Company Name

September 7, 2023 - Regular Board Meeting

Title

C26 - Change Order #1 for Plantation Oaks Elementary School Roof Repair/Replacement

Description

Change Orders are initiated by the Contractor, Architect/Engineer or owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer or staff prior to submission to the School Board for approval. This Change Order is for a credit for changing to a standard color of paint (Aluminum to Bone White).

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

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

Recommendation

Approve Change Order #1.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This Change Order will decrease the contract amount by \$1,875.00. Architect fees will not be affected by this Change Order.

Review Comments

Attachments

☞ [Change Order #1 for Plantation Oaks Elementary School Roof Repair Replacement.pdf](#)

SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER NO. 1

SDCC PROJECT NAME: Plantation Oaks Elementary School Roof Repair/Replacement

SDCC PROJECT NO: C-1-22/23

The Owner authorized the Contractor to make the following change(s) in the contract dated August 3, 2022.

ORIGINAL CONTRACT AMOUNT: \$1,142,444.25

REVISED CONTRACT AMOUNT BY PREVIOUS CHANGE ORDER(S): \$1,142,444.25

Change(s) and reason(s) for this Change Order: Change in color from Aluminum to Bone White.

Additional Time needed for this Change Order is Zero (0) calendar days. Contract Final Completion date is April 27, 2023.

For these changes: Add to Deduct from the Contract in accordance with the conditions of the Contract the sum of: One thousand eight hundred seventy-five dollars and zero cents

CURRENT CONTRACT AMOUNT:	\$1,142,444.25
ADDITION TO CONTRACT:	\$0.00
DEDUCTION TO CONTRACT:	\$1,875.00
REVISED CONTRACT AMOUNT:	\$1,140,569.25

ARCHITECT/ENGINEER CERTIFICATION: In my considered professional opinion, as Project Architect/Engineer, the prices quoted in this Change Order are both fair and reasonable and in the proper ratio to the cost of the original work contract under benefit of competitive bidding.

Signature:  Date: 9/7/23
Architect

By execution of this Change Order, the Contractor acknowledges that all issues related to compensation and time have been resolved and payment recited herein is full compensation for the work identified in this Change Order.

ACCEPTED: Signature  Date: 9/7/23
Contractor

Signature:  Date: 9/7/23
SDCC Project Manager

APPROVED: Signature: _____ Date: 9/7/23
School Board Chairman

MIS15010
EFF 7/10/08

**SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER #1**

**SDCC PROJECT NAME: Keystone Heights Elementary School New
Cafeteria/Classrooms**

SDCC PROJECT NUMBER: C-1-21/22

ADDITIONAL INFORMATION

1. Credit for changing to a standard color of paint (Aluminum to Bone White).

TOTAL CHANGE ORDER AMOUNT \$1,875.00

Addition of zero (0) days to the contract.

DRAFT

September 7, 2023 - Regular Board Meeting

Title

C27 - Orange Park Junior High School Roof Repair/Replacement Contract Award

Description

The Orange Park Junior High School roof repair/replacement project was listed and approved by the School Board as part of the 2023/24 Educational Facilities Plan (EFP). The district will be utilizing Association of Educational Purchasing Agencies Coop (AEPA #IFB-021-D / #21-239). 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

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction of Orange Park Junior High School Roof 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 construction contract to Weatherproofing Technologies, Inc. using AEPA #IFB-021-D / #21-239 Bid in the amount of \$1,517,110.07.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

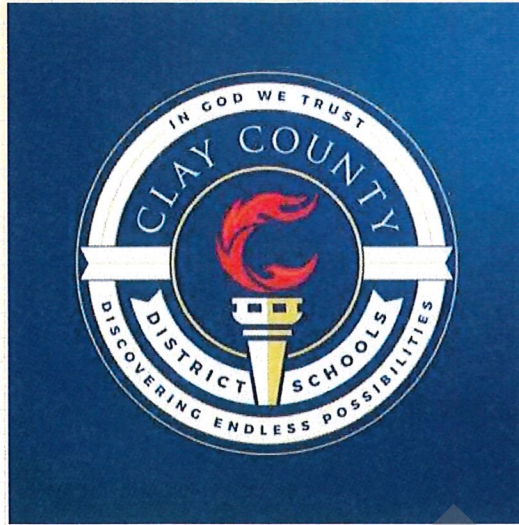
Financial Impact

These funds are available and budgeted in the Educational Facilities Work Plan.

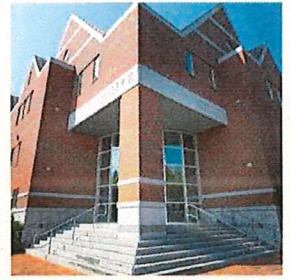
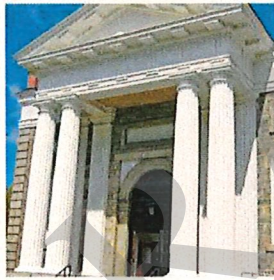
Review Comments

Attachments

[Backup Information - Orange Park Junior High School Roof Repair Replacement.pdf](#)



Clay County School District
900 Walnut Street
Green Cove Springs, FL 32043



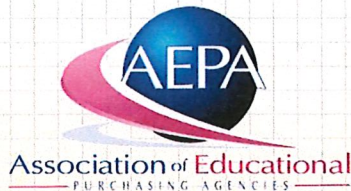
Submitted by:
Weatherproofing Technologies, Incorporated.
A Subsidiary of Tremco Incorporated.

3735 Green Road
Beachwood, OH 44122

June 8th, 2023

AEPA #IFB 021-D / PAEC #21-239

WTI Proposal # 5056331



Building Life. Managed.

www.tremcoroofing.com
Page 447 of 589

Clay County School District
1500 Gano Ave
Orange Park, FL 32073
Orange Park Junior High Roof Replacements/Restorations



Page 1

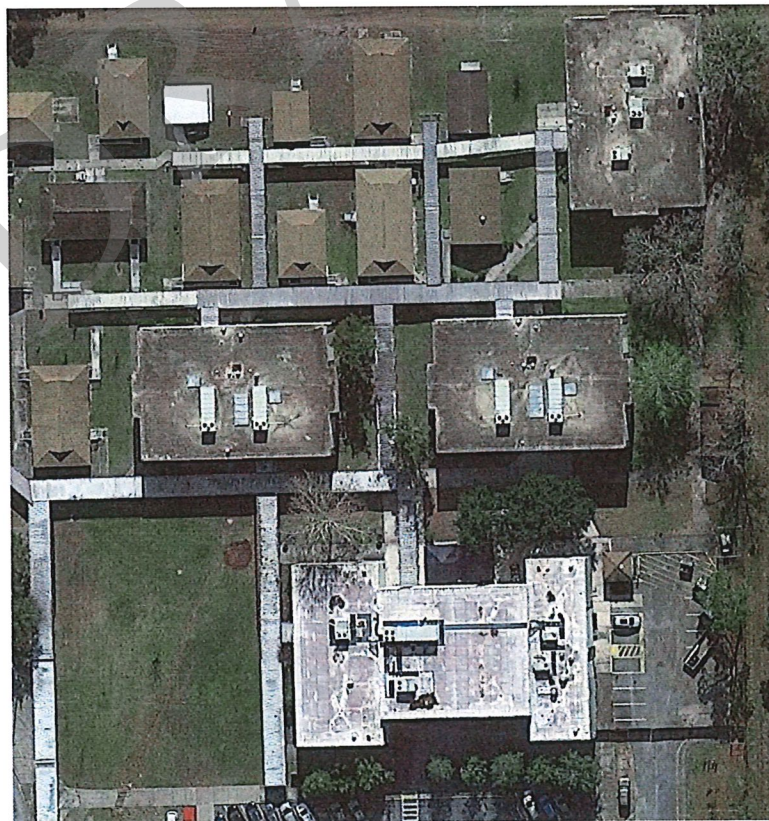
May 30, 2023

Clay County School District
900 Walnut Street
Green Cover Springs, FL 32043
RE: **Orange Park Junior High Roof Replacements/Restorations**

Mr. Mike Griffis,

Weatherproofing Technologies, Inc. (WTI), a subsidiary of Tremco, is pleased to submit to Clay County School District this proposal for roof replacements and roof restorations to Orange Park Junior High. We look forward to the possibility of working together on this project.

**Orange Park Junior High
1401 Plainfield Ave.
Orange Park, FL 32073**



ROOF REPLACEMENT: SCOPE OF WORK – Roofs 1A, 1B, 1C, 2, 3, & 4

Roof Removal

1. Remove all roofing, flashing, insulation, down to deck and discard.
 - a. Remove all roofing, flashing, insulation, down to deck and discard.
 - b. Follow manufacturers recommendations for all tie-ins. Roof to be water-tight at the end of each working day.
 - c. Clean deck as required by manufacture to ensure no residual materials jeopardize the attachment of the new roof assembly.
 - d. Remove all metal, sheet metal flashings, etc. and discard.
 - e. At locations of existing drain inserts, provide new cast iron clamping rings and drain strainers. Provide unit cost for drain bowl replacement.
 - f. Replace any damaged or broken drain strainers with new cast iron drain strainers.

Insulation Installation

1. Install crickets and saddles at locations of existing crickets/saddles.
2. Install crickets at high sides of curbs
3. Stagger all layers of ISO a minimum of 12”
4. Adjust height of wood nailers and drains to meet heights of new insulation thickness.
5. Install 4’ x 4’ sumps at all drain locations.
6. Roof 1A, 1B, & 1C
 - a. Prime concrete deck – Install ¼” tapered ISO and ½” densdeck prime in low rise foam adhesive.
 - a. Pattern to be 12” O.C in field, 6” O.C. in corners & perimeters.
7. Buildings 2, 3, & 4
 - a. No Insulation – See membrane installation for additional sheet required.

Membrane Installation

Roofs 1A, 1B, 1C:

1. Install one (1) Ply of Powerply Endure 100 Smooth over coverboard in Powerply Standard Cold Adhesive.
2. Install one (1) Ply of Powerply Endure 100 FR in Powerply Standard Cold Adhesive., heat weld laps.
3. At flashings, adhere (1) Ply of Powerply Endure 100 Smooth to walls in Powerply Standard Cold Adhesive.
4. At flashings, adhere (1) Ply of Powerply Endure 100 FR in Powerply Standard Cold Adhesive, heat weld laps.

Roofs 2, 3, & 4:

1. Mechanically fasten one (1) ply of Burmastic Composite Ply to LWC deck with appropriate fasteners.
2. Install one (1) Ply of Powerply Endure 100 Smooth over coverboard in Powerply Endure BIO adhesive, heat weld laps.
3. Install one (1) Ply of Powerply Endure 100 FR in Powerply Endure BIO Adhesive, heat weld laps.
4. At flashings, adhere (1) Ply of Powerply Endure 100 Smooth to walls in Powerply Standard Cold Adhesive.
5. At flashings, adhere (1) Ply of Powerply Endure 100 FR in Powerply Standard Cold Adhesive, heat weld laps.

Sheet Metal

1. Fabricate and install new 24-gauge Kynar metal at the perimeter, per specifications.
 - a. At coping locations, fasten continuous cleat, if fastening to wood nailer fasten 6" O.C, if fastening to masonry wall with drive pins fasten 12" OC.
 - b. Install new skirt metal at rooftop curbs/roof hatch, etc.
 - c. Install 24-gauge surface mounted counter flashing fastened 8" on center with drive pins
 - i. Seal top of counter flashing with tremseal pro
 - d. All base flashings to be terminated with metal termination bar
 - e. Fabricate and install new pitch pans as needed at electrical penetrations.

Additional Notes

1. Includes 20-year QA Warranty
2. Install walkways at all roof access points and match locations of existing walkways on Roofs 1A, 1B, & 1C.
3. Drains – Install 4 lb leads, set in cold adhesive
 - a. Replace all broken drain baskets
4. Install wood blocking as needed for gas lines, conduits, etc.
5. Install liquid flashings at locations of metal stacks/flashings.
6. Remove obsolete equipment and add new decking over opening.
7. Roofing contractor is responsible for raising any units, if needed, for minimum flashings heights.
8. Roofing contractor is responsible for disconnecting/reconnecting any units that need to be raised for re-roof work.
9. Roofing contractor is responsible for removing existing Lightning Protection.
10. WTI is responsible for reinstallation of new Lightning Protection. Contractor is not to roof over the down leads locations that are to be re-used.
11. Replace damaged/old condensation lines with new PVC.

ROOF RESTORTION: SCOPE OF WORK – Roofs 1A, 1B, 1C

1. Remove approximately 920 SF of wet insulation per diagnostic report.
 - a. Cut and remove membrane exposing wet insulation.
 - b. Remove wet insulation to concrete deck.
 - c. Using low rise foam adhere new tapered insulation to match existing.
 - d. Using bonding adhesive glue down new TPA membrane down covering new insulation leaving 6 inch tie in.
2. Pressure wash roof membrane with a minimum of 3000 psi power washer removing all dirt grime and debris.
3. Remove all walk way pads on roof. (270 LF)
4. Flash all curbs and wall flashing
 - a. Apply AlphaGuard MT Base Coat to wall at 3 gallons per square.
 - b. Reinforce flashing using high tensile strength fabric.
 - c. Work fabric into wet coating assuring of proper adhesion.
 - d. Apply AlphaGuard MT Top Coat to wall flashing at 2 gallons per square. (Color: Light Grey.)
5. Flash all soil stacks
 - a. Apply AG MT Base Coat to roof and pipe at 3 gallons per square.
 - b. Apply 12 inch target to base of pipes with fabric and work into wet coating.
 - c. Wrap pipe using 6 inch fabric.
 - d. Apply AG MT Top Coat to pipe and base at 2 gallons per square. (Color: Light Grey)
6. At drain locations:
 - a. Remove clamping ring and cut back membrane exposing drain bowl.
 - b. Wire wheel drain bowl to shiny metal.
 - c. Prime bowl using M-Prime.
 - d. Apply AG MT Base Coat to sump and bowl at 3 gallons per square.
 - e. Work in high tensile strength fabric down into drain bowl assuring of no wrinkle. Sump and bowl will be pieced in using 4 pieces.
 - f. Apply AG MT Top Coat at 2 gallons per square to drain bowl and sump.
 - g. Reinstall clamping rings using new SS hardware. Clamping rings will be reinstalled daily prior to leaving.
7. Apply AG MT Base Coat to entire field at 3 gallons per square 100 feet. Field will be fully reinforced with 40 inch fabric. Fabric will be worked into wet coating.
8. Walk all based areas prior to applying top coat and check for any imperfections. Make appropriate repairs as needed using base coat and fabric.
9. Apply AG MT Top Coat to entire roof system at 2 gallons per square 100 feet. Top Coat must be applied within 72 hours of base coat, if 72 hours surpasses base coat must be activated using GeoGard Primer. (Color: Light Grey.)
10. Walk way pads. (270 LF)
 - a. Using painters tape, lay out walk pads to match existing. Pads will be 3' wide.
 - b. Re-prime using GeoGard primer.

- c. Apply AG MT Top Coat safety yellow at 3 gallons per square.
 - d. Broadcast granules into wet coating and work in making a nonskid surface.
 - e. Remove painters tape revealing clean lines.
 - f. Sweep up any loose granules.
11. At parapet wall transition cut and remove failed counter flashing and reseal using urethane sealant.
12. Includes 20-year QA Warranty

ROOF LEGEND





QUALIFICATIONS

1. Work hours are to be evenings, weekends, holiday breaks.
2. Lightning Protection will be removed, new will be installed, and WTI to provide owner with UL certification after installation is complete.
3. Barricades and signs along with traffic control protection will be provided as needed.
4. Use of onsite parking for workers assumed during construction.
5. Use of building electric power and water assumed during construction.
6. Use of dumpster, power washer, crane, and mobile equipment for material handling have been proposed.
7. Use of an area adjacent to the building for a construction dumpster for the duration of the project.
8. Use of an area adjacent to the building for loading of the systems by lull.
9. Use of an area adjacent to the building for a port-a-let for the duration of the project.
10. All work to be performed to local codes and manufacturer's specifications.

EXCLUSIONS:

1. No taxes or permit fees are included in this proposal. Any permit or testing fees required by the local building department will be the responsibility of the customer and is not included in this scope.

SCHEDULE/FEES

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. For the Basic Scope of Work, we estimate sixty (60) days construction time which will be scheduled from receipt of a purchase order.

Base Bid #1 – Roof Replacement 2, 3, & 4

Based on the Scope of Work listed, we propose a total lump sum fee in the amount of: **(Nine hundred sixteen thousand nine hundred forty-eight dollars and thirty-two cents.)**

\$916,948.32

Alternate #1 – Roof Replacement 1A, 1B, 1C

Based on the Scope of Work listed, we propose a total lump sum fee in the amount of: **(Six hundred thousand one hundred sixty-one dollars and seventy-five cents.)**

\$600,161.75

Alternate #2 – Roof Restoration 1A, 1B, & 1C

Based on the Scope of Work listed, we propose a total lump sum fee in the amount of: **(Two hundred ninety-one thousand three hundred forty-five dollars and fifty-one cents.)**

\$291,345.51



We have included in the project costs all labor, materials, equipment, performance and payment bonds, insurance, inspections, warranties, and incidentals to complete the work as outlined in the scope of work, including construction management, profit and overhead.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

Respectfully,
WEATHERPROOFING TECHNOLOGIES, INC.

Jeremy DeMuth
Construction Manager

Copy: Jason Moore, Tremco Inc.

September 7, 2023 - Regular Board Meeting

Title

C28 - Substantial Completion of Wilkinson Elementary School Kitchen/Cafeteria Renovations

Description

Establish a Substantial Completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the Project Manager and Project Architect/Project Contractor, has reached Substantial Completion on August 7, 2023, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial Completion.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

[Certificate of Substantial Completion - WES Kitchen Cafeteria Renovations.pdf](#)

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: Kitchen/Cafeteria Renovations

School: Wilkinson Elementary School

SDCC Project Number: C-15-22/23

OEF Project Number: N/A

Project Architect: Brian Boatright Architect

Project Contractor: Gary Bailey Construction

Date of Substantial Completion: August 7, 2023



Signature: Contractor

Date: 8-7-2023



Signature: Architect/Engineer

Date: 8-7-23



Signature: Project Manager

Date: 8-7-2023



Signature: Code Enforcement

Date: 8-7-23

September 7, 2023 - Regular Board Meeting

Title

C29 - Substantial Completion of Ridgeview Elementary School Roof Repair/Replacement Buildings 1, 2, & 3 - Shingles & Kitchen/Cafeteria Renovations

Description

Establish a Substantial Completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the Project Manager and Project Architect/Project Contractor, has reached Substantial Completion on July 27, 2023, in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Substantial Completion.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

[☛ Certificate of Substantial Completion - RVE Roof Repair Replacement Buildings 1, 2, & 3 - Shingles & Kitchen Cafeteria Renovations.pdf](#)

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: Roof Repair/Replacement Bldg. 1,2,&3 - Shingles and Kitchen /Cafeteria Renovations

School: Ridgeview Elementary School

SDCC Project Number: C-14-22/23

OEF Project Number: N/A

Project Architect: Brian Boatright

Project Contractor: T May Construction

Date of Substantial Completion: July 27, 2023


Signature: Contractor


Date: 7/27/23


Signature: Architect/Engineer

Date: 7-27-23


Signature: Project Manager

Date: 7-27-2023


Signature: Code Enforcement

Date: 7/27/23

September 7, 2023 - Regular Board Meeting

Title

C30 - Final Completion of Plantation Oaks Elementary School Reroof

Description

Establish a Final Completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the Project Manager and Project Architect/Engineer, has reached Final Completion on April 27, 2023 in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

Recommendation

Approve Final Completion.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

[Certificate of Final Completion - POE Reroof.pdf](#)

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: POE Re-roof

School: Plantation Oaks Elementary School

SDCC Project Number: C-1-22/23

OEFIS Project Number: N/A

Project Architect: Brian Boatright

Project Contractor: Waterproofing Technologies Inc.

Date of Final Completion: 4-27-23



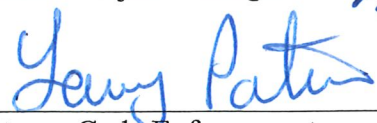
Signature: Contractor Date: 4-27-23



Signature: Architect/Engineer Date: 4-27-23



Signature: Project Manager Date: 4-27-23



Signature: Code Enforcement Date: 4-27-23

September 7, 2023 - Regular Board Meeting

Title

C31 - Change Order #1 for Green Cove Junior High School Window/HVAC Replacement Buildings 1, 2, 3, & 4

Description

Change Orders are initiated by the Contractor, Architect/Engineer or owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer or staff prior to submission to the School Board for approval. This Change Order is for structural and HVAC additions to the project.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

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

Recommendation

Approve Change Order #1.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This Change Order will increase the contract amount by \$336,551.66. Architect fees, contracted at 9.03%, will be increased \$30,390.61 as a result of this Change Order. These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

[☞ Change Order for #1 GCJ Window HVAC Replacement Buildings 1, 2, 3, & 4.pdf](#)

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Change Order

PROJECT: <i>(Name and address)</i> Green Cove Springs Junior High School (C-44-21/22) Window Replacement Project 1220 Bonaventure Ave., Green Cove Springs, FL 32043	CONTRACT INFORMATION: Contract For: General Construction Date: 11/3/2022	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09/07/2023
OWNER: <i>(Name and address)</i> School Board of Clay County 900 Walnut Street Green Cove Springs, FL 32043	ARCHITECT: <i>(Name and address)</i> Bhide & Hall Architects, P.A. 1329 Kingsley Ave., Suite C Orange Park, FL 32073	CONTRACTOR: <i>(Name and address)</i> Thomas May Construction Company 310 College Drive Orange Park, FL 32065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


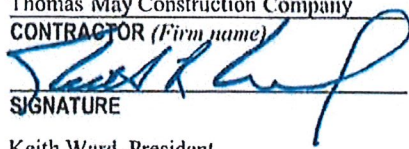
This Change Order includes the following: Bard Unit price increase between bid and final approval, Add lockable thermostats, Add 4 condensate pumps, Add demolition at exterior window walls, demolition and tie back of existing ceilings, and new construction of steel framing around windows. *During Demolition the contractor uncovered unknown conditions that were contrary to the existing historical documentation.*

The original Contract Sum was	\$ 1,739,989.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,739,989.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 336,551.66
The new Contract Sum including this Change Order will be	\$ 2,076,540.66

The Contract Time will be increased by Eighty (80) days.
The new date of Substantial Completion will be May 19, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Bhide & Hall Architects, P.A.</u> ARCHITECT <i>(Firm name)</i>  SIGNATURE <u>David S Shively, Architect</u> PRINTED NAME AND TITLE <u>09/07/2023</u> DATE	<u>Thomas May Construction Company</u> CONTRACTOR <i>(Firm name)</i>  SIGNATURE <u>Keith Ward, President</u> PRINTED NAME AND TITLE <u>09/07/2023</u> DATE	<u>School Board of Clay County</u> OWNER <i>(Firm name)</i> <u>Ashley Gilhousen, Board Chair</u> PRINTED NAME AND TITLE <u>09/07/2023</u> DATE
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User Notes: (3B9ADA37)

**SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER #1**

**SDCC PROJECT NAME: Green Cove Junior High School Window/HVAC
Replacement**

SDCC PROJECT NUMBER: C-44-21/22

ADDITIONAL INFORMATION

1. Added structural framing.	\$320,360.52
2. Bard unit price increase.	\$9,795.32
3. Add condensate pumps.	\$1,594.46
4. Add lockable thermostat covers.	\$4,801.36

TOTAL CHANGE ORDER AMOUNT \$336,551.66

Addition of eighty (80) days to the contract.

DRAFT

September 7, 2023 - Regular Board Meeting

Title

C32 - Change Order #1 for Bannerman Learning Center Parking Lot Renovations/Security Lighting Replacement

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 fencing, unsuitable soils, added site work and light poles.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

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

Recommendation

Approve Change Order #1.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This Change Order will increase the contract amount by \$126,802.41. Engineering fees, contracted at 8% will increase by \$10,144.19 as a result of this Change Order. These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

[Change Order #1 for BLC Parking Lot Renovations Security Lighting Replacement.pdf](#)



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Change Order

PROJECT: *(Name and address)*
Bannerman Learning Center Parking
Improvements; Project Number C-74-
21/22
608 Mill Street
Green Cove Springs Florida 32043

CONTRACT INFORMATION:
Contract For: Clay County District
Schools

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 3/17/23

Date: 9/7/23

OWNER: *(Name and address)*
Clay County School Board
900 Walnut Street
Green Cove Springs Fl 32043

ARCHITECT: *(Name and address)*
Tocoi Engineering LLC.
714 North Orange Ave
Green Cove Springs Fl 32043

CONTRACTOR: *(Name and address)*
D.E. Scorpio Corp., d.b.a Scorpio
3911 West Newberry Road
Gainesville, FL 32607

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.)

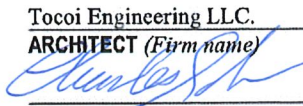
1. Additional light Poles
2. Site changes for storm and layout
3. Unsuitable soils
4. Added fencing

The original Contract Sum was	\$ 679,007.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 679,007.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 126,802.41
The new Contract Sum including this Change Order will be	\$ 805,809.41

The Contract Time will be increased by Sixty (60) days.
The new date of Substantial Completion will be October 7, 2023

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.

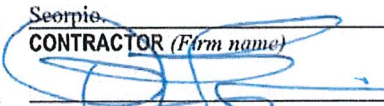
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Tocoi Engineering LLC.
ARCHITECT *(Firm name)*


SIGNATURE
 Charles Sohm, P.E.

PRINTED NAME AND TITLE
 9/7/23

DATE

Scorpio
CONTRACTOR *(Firm name)*


SIGNATURE
 Domenic Scorpio, President

PRINTED NAME AND TITLE
 9/7/23

DATE

School Board of Clay County
OWNER *(Firm name)*

SIGNATURE
 Ashley Gilhousen, Board Chair

PRINTED NAME AND TITLE
 9/7/23

DATE

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 User Notes: (3B9ADA48)

**SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER #1**

**SDCC PROJECT NAME: Bannerman Learning Center Parking Lot
Renovations/Security Lighting Replacement**

SDCC PROJECT NUMBER: C-74-21/22

ADDITIONAL INFORMATION

- | | |
|---|-------------|
| 1. Add two additional parking lot lights/poles. | \$10,266.00 |
| 2. Install 110 feet of 10 inch schedule 40 storm drain. | \$28,595.57 |
| 3. Remove and replace 1044 yards of unsuitable soils. | \$81,772.01 |
| 4. Additional fencing to secure retention pond. | \$6,168.83 |

TOTAL CHANGE ORDER AMOUNT \$126,802.41

Addition of sixty (60) days to the contract.

DRAFT

September 7, 2023 - Regular Board Meeting

Title

C33 - Change Order #3 for Keystone Heights Elementary School New Cafeteria/Classrooms

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 electrical, mechanical, and structural scope changes to the project.

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 #3.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This Change Order will increase the contract amount by \$545,968.92. Architect fees contracted at 7.31% will increase by \$39,910.33 as a result of this Change Order. These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

[☉ Change Order #3 KHE New Cafeteria Classrooms.pdf](#)

Change Order

PROJECT: <i>(Name and address)</i> Keystone Heights Elementary School New Cafetorium and Classroom/Media Renovations 335 SW Pecan Street Keystone Heights FL 32656	CONTRACT INFORMATION: Contract For: Clay County District Schools Date: 8/4/22	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 9/7/23
OWNER: <i>(Name and address)</i> Clay County District Schools 900 Walnut Street Green Cove Springs FL 32043	ARCHITECT: <i>(Name and address)</i> Paul Stresing and Associate, Inc 14617 Main Street Alachua FL 326156	CONTRACTOR: <i>(Name and address)</i> D.E. Scorpio Corp., d.b.a Scorpio 3911 West Newberry Road Gainesville, FL 32607

THE CONTRACT IS CHANGED AS FOLLOWS:

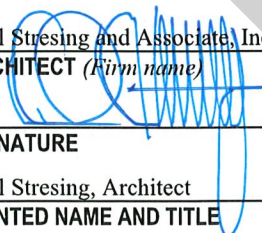
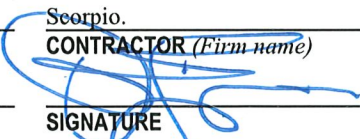
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 See attached

The original Contract Sum was	\$ 21,108,760.00
The net change by previously authorized Change Orders	\$ -4,998,223.59
The Contract Sum prior to this Change Order was	\$ 16,110,536.41
The Contract Sum will be increased by this Change Order in the amount of	\$ 545,968.92
The new Contract Sum including this Change Order will be	\$ 16,656,505.33

The Contract Time will be unchanged by () days.
 The new date of Substantial Completion will be Jan 31, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Paul Stresing and Associate, Inc ARCHITECT <i>(Firm name)</i>	Scorpio. CONTRACTOR <i>(Firm name)</i>	Clay County District Schools OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Paul Stresing, Architect PRINTED NAME AND TITLE	Domenic Scorpio, President PRINTED NAME AND TITLE	Ashley Gilhousen, Board Chair PRINTED NAME AND TITLE
9/7/23 DATE	9/7/23 DATE	9/7/23 DATE

**SCHOOL DISTRICT OF CLAY COUNTY
CHANGE ORDER #3**

**SDCC PROJECT NAME: Keystone Heights Elementary School New
Cafeteria/Classrooms**

SDCC PROJECT NUMBER: C-14-21/22

ADDITIONAL INFORMATION

1. Expand the BDA system to cover building 13.
2. Electrical modifications to support temporary cooling for buildings 9 and 13.
3. Relocate IDF equipment in building 9.
4. Fire alarm modifications in building 2.
5. Added concrete and structural steel in buildings 2 and 9.
6. Added electrical scope in buildings 2 and 9.

TOTAL CHANGE ORDER AMOUNT **\$545,968.92**

Addition of zero (0) days to the contract.

September 7, 2023 - Regular Board Meeting

Title

C34 - Change Order #4 (Direct Purchasing) for Spring Park Elementary School

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 the sales tax. This change order corrects purchase orders previously approved but requiring adjustment as a result of shipping fee changes, quantity of material changes, cancellation by the contractor, etc.

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This addition to the construction contract in the amount of \$179,310.93 will not impact the budget. Architect fees will not increase as a result of this change order. The Owner Direct Purchase Order saved the District \$622,723.89 on this project. This addition to the construction contract will not impact the budget. This action reconciles direct purchasing and returns unused funds to the Contractor.

Review Comments

Attachments

[Change Order #4 \(Direct Purchasing\) for Spring Park Elementary School.pdf](#)



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Change Order

PROJECT: (name and address) Spring Park Elementary School Green Cove Springs, FL	CONTRACT INFORMATION: Contract For: Spring Park Construction Date: 11/04/2021	CHANGE ORDER INFORMATION: Change Order Number: 04 Date: September 7, 2023
OWNER: (name and address) Clay County District Schools 900 Walnut Street Green Cove Springs, FL 32043	ARCHITECT: (name and address) Blhde & Hall Architects, P.A. 1329-C Kingsley Avenue Orange Park, Florida 32073	CONTRACTOR: (name and address) Parrish McCall Constructors 3455 SW 42nd Avenue 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.)

This change order returns the surplus funds that were not spent for Owner Direct Purchased material. These monies had already been removed from the prime contract within Owner Change Orders #1 and #2 and must be returned to the associated subcontractors.

The original (Contract Sum) (Guaranteed) was	\$ 35,457,078.00
The net change by previously authorized Change Orders	\$ <11,169,247.00>
The (Contract Sum) (Guaranteed) prior to this Change Order was	\$ 24,287,831.00
The (Contract Sum) (Guaranteed) will be (increased) by this Change Order in the amount of	\$ 179,310.93
The new (Contract Sum) (Guaranteed) including this Change Order, will be	\$ 24,467,141.93
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be June 16, 2023	

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.

Bhde & Hall Architects, P.A.
ARCHITECT (Firm name)

Parrish McCall Constructors, Inc.
CONTRACTOR (Firm name)

School Board of Clay County
OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

David Shively
PRINTED NAME AND TITLE

Bill Pearson, Vice President
PRINTED NAME AND TITLE

Ashley Gilhousen, Board Chair
PRINTED NAME AND TITLE

DATE

DATE

DATE

Note: Yellow line items were satisfied in full. Green line items have a remaining balance to be returned. Red line items were canceled (vendor terms not agreed to).

Spring Park Elementary School
Owner Direct Purchase Summary

Clay County Schools
Tax Exemption Certificate #85-8013573611C-8

Ln#	PMC BP No.	Spring Park PO No.	Subcontractor Supplier/Vendor	Material Description	Requisition Amount	Sales Tax	Freight	Subcontract Deduct	Invoices to Date	Balance to Complete	Sales Tax Returned to Sub	Total Returned to Sub
1	26A-1	P2208084	Feagin/ ACF Standby Systems	Emergency Generator	\$142,750.00	\$8,640.00		\$151,390.00	\$142,750.00	\$0.00		
2	31A-1	P2208081	Osteen Brothers/Delzotto	Precast Site Structures	\$238,015.28	\$14,356		\$252,371.20	\$208,347.11	\$29,668.17	\$1,780.09	\$31,448.26
3	31A-2	P2208060	Osteen Brothers/Ferguson Waterworks	Site Utilities Piping	\$153,746.32	\$9,299.78		\$163,046.10	\$153,746.32	\$0.00		
4	26A-2	P2208273	Feagin/CED-Raybro	Switchgear/Lighting	\$631,589.35	\$37,970.36		\$669,559.71	\$631,589.35	\$0.00		
5	26A-3	P2208062	Feagin/ Triangle Lightning Protection	Lightning Protection	\$16,344.00	\$1,055.64		\$17,399.64	\$16,344.00	\$0.00		
6	26A-4	P2208074	Feagin/Central Fire & Communications	Fire Alarm System	\$58,300.00	\$3,573		\$61,873.00	\$58,300.00	\$0.00		
7	12B-1	P2208085	Raise & Shine Blinds	Window Treatments	\$11,559.43	\$768.57		\$12,328.00	\$11,559.43	\$0.00		
8	07B-1	P2208274	Thorne Metal/CRS Supply	Roofing Material	\$755,098.08	\$45,380.88		\$800,478.96	\$755,095.12	\$2.96	\$0.18	\$3.14
9	07B-2	P2208492	Thorne Metal/Gulfcoast	Roof Insulation	\$220,041.04	\$ 13,277.46		\$233,318.50	\$220,041.04	\$0.00		
10	12A-1	P2208527	Hiles Curtain Specialties, Inc.	Stage Curtains	\$36,687.45	\$2,276.25		\$38,963.70	\$36,687.45	\$0.00		
11	23A-1	P2208496	Lang Mechanical/Trane	Chillers/VAV's/AHU's	\$425,000.00	\$25,575.00		\$450,575.00	\$425,000.00	\$0.00		
12	23A-2	P2208526	Lang Mechanical/CaptiveAire Systems	Kitchen Hood	\$73,719.00	\$ 4,498.14		\$78,217.14	\$73,719.00	\$0.00		
13	07B-3	P2209036	Thorne Metal/Triangle Fastener Corp.	Roofing Material- Fasteners	\$106,995.25	\$6,494.72		\$113,489.97	\$106,995.25	\$0.00		
14	26A-5	P2208498	Feagin/JSC	Low Voltage Cabling	\$12,484.10	\$824.05		\$13,308.15	\$12,484.10	\$0.00		
15	03A-1	P2209745	Jims Concrete/Malone Steel	Reinforcing Steel (Concrete	\$199,800.00	\$12,063.00		\$211,863.00	\$199,800.00	\$0.00		
16	03A-2	P2209821	Jims Concrete/White Cap	Concrete Accessories	\$69,304.00	\$4,233.24		\$73,537.24	\$0.00	\$69,304.00	\$4,233.24	\$73,537.24
17	03A-3	P2209808	Jims Concrete/Cemex	Ready-Mix Concrete	\$569,175.38	\$34,225.52		\$603,400.90	\$564,853.20	\$4,322.18	\$259.33	\$4,581.51
18	23A-3	P2209909	Lang/Insight Partners	Ionization Units	\$47,570.00	\$2,929.20		\$50,499.20	\$47,570.00	\$0.00		
19	26A-6	P2209972	Feagin/Graybar	Rough-in Material	\$307,844.84	\$18,545.69		\$326,390.53	\$307,041.42	\$803.42	\$48.21	\$851.63
20	28C-1	P2209876	Miller Electric	Security Systems	\$189,437.90	\$11,441.27		\$200,879.17	\$189,437.90	\$0.00		
21	09A-1	P2210010	JEA/Foundation Building Materials		\$440,462.00	\$26,502.72		\$466,964.72	\$440,118.05	\$343.95	\$20.64	\$364.59
22	09A-4	P2209996	JEA/ IDI Distributors		\$32,334.20	\$2,003.05	\$200.00	\$34,337.25	\$0.00	\$32,334.20	\$2,003.05	\$34,337.25
23	08B-1	P2300863	Area Glass/Winco		\$176,965.00	\$10,692.90		\$187,657.90	\$176,965.00	\$0.00		
24	22A-1	P1201005	Touchton Plumbing/Noland Co.		\$159,639.00	\$9,653.34		\$169,292.34	\$159,229.64	\$409.36	\$24.56	\$433.92
25	13A-1	P2205482	Kirby Building Systems	PEMB	\$2,596,782.00	\$155,881.92		\$2,752,663.92	\$2,596,782.00	\$0.00		

26	08A-1	P2210009	Taylor Cotton Ridley	\$392,685.17	\$23,636.11	\$416,321.28	\$392,685.17	\$0.00		
27		P2301026	Peachtree	\$173,145.59	\$10,463.74	\$183,609.33	\$173,145.59	\$0.00		
28	23A-4	P2301924	Lang Mechanical/Holden	\$17,525.00	\$1,126.50	\$18,651.00	\$17,525.00	\$0.00		
29	23A-5	P2301932	Lang Mechanical/FL Hydronics	\$26,000.00	\$1,635.00	\$27,635.00	\$26,000.00	\$0.00		
30	27B-1	P2300863	JSC Systems	\$103,474.55	\$6,283.47	\$109,758.02	\$103,474.55	\$0.00		
31	31B-1	P2302634	Armstrong Fence/Merchant Metals	\$82,079.19	\$4,999.75	\$87,078.94	\$82,079.19	\$0.00		
32		P2302554	Parrish McCall/Cemex	\$418,926.87	\$25,210.61	\$444,137.48	\$418,926.87	\$0.00		
33	11A-1	P2301027	Johnson Lancaster	\$474,343.75	\$27,086.28	\$501,430.03	\$474,343.75	\$0.00		
34		P2303166	Parrish McCall/Cash Building Material	\$229,245.81	\$13,739.75	\$242,985.56	\$197,402.98	\$31,842.83	\$1,910.57	
35		P2303568	WW Gay Fire/Viking Supply Net	\$64,516.16	\$3,945.97	\$68,462.13	\$64,516.16	\$0.00		
36		P2303585	Teal Tile/ Cain & Bultman	\$76,084.56	\$4,640.07	\$80,724.63	\$76,084.56	\$0.00		
37		P2303478	Audio Enhancement	\$180,051.17	\$10,878.07	\$190,929.24	\$180,051.17	\$0.00		
38		P2304028	Parrish McCall/White Cap	\$206,025.00	\$12,436.50	\$218,461.50	\$206,025.00	\$0.00		
39	09D-1	P2304844	Pro Tech/Sherwin Williams	\$64,086.43	\$3,920.19	\$68,006.62	\$64,086.43	\$0.00		
40		P2306566	FCC Cabinets	\$356,410.38	\$21,231.62	\$377,642.00	\$356,410.38	\$0.00		
TOTALS:				\$10,536,243.25	\$633,395.25	\$11,169,637.99	\$10,367,212.18	\$169,031.07	\$10,279.86	\$179,310.93

% of Total Invoices Processed = 100%
 Total Number of Purchase Orders = 40
 Total Number of Purchase Orders Closed = 33
 % of Total Purchase Order Closed = 83%

September 7, 2023 - Regular Board Meeting

Title

C35 - Prequalification of Contractors

Description

Section 1013.46 of Florida Statutes requires School Boards to pre-qualify contractors prior to their being able to bid on construction projects for the district. The rules for pre-qualification are stipulated in the State Requirements for Educational Facilities (SREF). The attached list identifies the contractors to be approved this month. As this is an annual requirement, the attached list may contain both new contractors and contractors seeking to renew their pre-qualification status. Per Florida Statutes, only those contractors currently pre-qualified at the time of bidding may bid on a School Board construction project.

Gap Analysis

Contractor Pre-Qualification is an annual requirement.

Previous Outcomes

CCDS complies with contractor pre-qualification as required by Florida Statutes and SREF (State Requirements for Educational Facilities).

Expected Outcomes

CCDS will remain in compliance by certifying the contractors recommended for pre-qualification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

Strategic Plan Goal

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

Recommendation

Approve the attached Contractor Pre-qualification list.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

☉ [Table for Board Backup Contractor Prequal, 9.7.23.pdf](#)

SBCC PRE-QUALIFIED CONTRACTORS

The following contractors are being submitted to the School Board for Contractor Pre-Qualification approval having met all requirements of Chapter 1013.46 F. S., as determined by the Pre-Qualification Committee consisting of Michael Kemp, 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
A3 Communications	Electrical Contractor	\$12,700,000.00	September 30, 2024
All Con-Baker, JV	General Contractor and Professional Engineer	\$10,000,000.00	September 30, 2024
Allstate Construction, LLC	General Contractor	\$100,000,000.00	September 30, 2024
Danis Construction, LLC	General Contractor	\$100,000,000.00	September 30, 2024
The Haskell Company	General Contractor	\$250,000,000.00	September 30, 2024



September 7, 2023 - Regular Board Meeting

Title

C36 - Safety & Security: Emergency Communications - Contract Award for Orange Park High School

Description

The Safety & Security: Emergency Communications upgrades for Orange Park High School is a project listed in the 2023/24 Educational Facilities Plan and was approved by the SBCC August 1, 2023. The security project will provide technology infrastructure required to upgrade emergency systems to include: Classroom Communications, Intercom Upgrades, Panic Alerts, Digital Lockdown Signage, as well as Digital Mapping and Security Camera/Access Control Integration Capability. The District will be utilizing the PAEC Florida Buy Contract #23-01. 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

School communications systems are outdated and critical upgrades are needed to enhance Safety & Security Emergency Communications.

Previous Outcomes

The Board has previously awarded contracts for projects identified and listed and previously approved as part of the Educational Facilities Work Plan.

Expected Outcomes

Upon approval by the Board, efforts to upgrade our infrastructure required to improve safety and security emergency communications systems at our schools will commence in a phased-in approach districtwide.

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 Audio Enhancement, Inc using the PAEC Florida Buy Contract #23-01 in the amount of \$1,091,247.21.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

- ☞ [Backup Information for Safety & Security Emergency Communications Contract Award - OPH.pdf](#)
- ☞ [Backup Information for Safety & Security Emergency Communications Contract Award - OPH Cont..pdf](#)



9858 South Audio Drive
 West Jordan, UT 84081
 Toll free: (800) 383-9362
 Fax: (801) 254-3802

QUOTE
44534

Page: 1/3

BILL TO
School District of Clay County 900 Walnut Street Green Cove Springs FL 32043
SHIP TO
Orange Park High School 2300 Kingsley Ave Orange Park FL 32073

Date: May 23, 2023
Expires: Nov 30, 2023
Customer Number: 1003904
Sales Rep: Spencer Anderson
Payment Terms: 30 days net

Product	Description	Quantity	Price	Total
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	161	223.30	35,951.30
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	10	616.23	6,162.30
AM-1003	EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK	2	497.74	995.48
ST-AM-1025	EPIC Common Zone Amplifier 4 X 250W 70V - 1U	1	1,577.09	1,577.09
AM-1010	EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK	1	631.07	631.07
AC-1027	MS-300 to Amplifier Cable	4	18.06	72.24
PA-0095.P	Grandstream GXP2130 Enterprise Phone including Programming	1	158.08	158.08
EP-0020.P	EPIC Kiosk with Programming	1	1,612.63	1,612.63
ST-EP-0001.P	1U Rackmount Appliance for EPIC System with Programming	1	5,861.51	5,861.51
EP-0105.P	CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power)	1	713.08	713.08
EP-0009	EPIC System Platform License	1	3,672.86	3,672.86
EP-0010	SAFE System License (Requires EP-0009)	1	3,071.84	3,071.84
EP-0022	EPIC System Intercom Paging & Bells License (Requires EP-0009)	1	1,348.46	1,348.46
PA-0011	2U Vented Utility Shelf, For Use w/EPIC Appliance	1	75.16	75.16
PA-0024	Smart-UPS 1000VA LCD 2U 120V Battery Backup For EPIC Appliance	1	870.37	870.37
PA-0045	UPS 425VA 6-Outlet 120V for use with EPIC Kiosk	1	90.42	90.42
SP-0300	Circle Cut In 70V Loudspeaker	320	112.31	35,939.20
SE-1002	EPIC Custom Map Development Services	1	500.00	500.00
SE-1024	Engineering and Design Services	1	1,495.00	1,495.00
SE-0045	Installation of Intercom Classroom	161	405.30	65,253.30
SE-0037	Installation of 2-Way Intercom System	56	365.40	20,462.40
SE-0038	Installation of MS-300 for Common Zone Amplifier	32	214.20	6,854.40
SE-0012	Installation Lift Rental	1	550.00	550.00
EP-0035	EPIC Administrator Training	1	500.00	500.00
SE-0025	Travel Services	1	1,650.00	1,650.00



QUOTE
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Product	Description	Quantity	Price	Total
SP-1022	70V Wall Mount Speaker, White	101	92.25	9,317.25
AC-0004	18/2 Spooled Speaker Wire Plenum Rated Per Foot, White	42000	0.41	17,220.00
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	32	588.90	18,844.80
SP-1094	CK-4001 - Indoor Angled 70V Horn Speaker and Enclosure	4	204.25	817.00
AC-0002	75' Speaker Wire Plenum Rated, White	24	28.25	678.00
AC-0003	50' Speaker Wire Plenum Rated, White	5	22.61	113.05
EP-0034	EPIC Phone Integration License	1	1,014.52	1,014.52
EP-0032	InfoView Visual Messaging and Clock License (Requries EP-0009)	1	2,995.00	2,995.00
SP-1091	External 70V Horn Speaker and Enclosure	35	222.16	7,775.60
ST-EP-0128	Single - Wall Mounted Display Bundle (Requires PoE+)	6	1,052.54	6,315.24
ST-EP-0228	Double - Wall Mounted Display Bundle (Requires PoE+)	20	3,114.36	62,287.20
SE-0078	Installation of Double Display	20	399.00	7,980.00
SE-0077	Installation of Single Display	6	199.50	1,197.00
AM-3245.P	Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+)	56	985.22	55,172.32
PA-0233	Clock Guard Dynamic Displays for InfoView Clocks	2	278.36	556.72
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	161	119.04	19,165.44
ST-SP-0211	Classroom Speaker, Ceiling, 1x2 Tile Replacement, Plenum Rated, Set of 4	166	299.23	49,672.18
ST-SP-0212	Classroom Speaker, Ceiling, 1x2 Tile Replacement, Plenum Rated, Set of 2	19	149.62	2,842.78
SE-1068	SE-0023, Installation of 70V Equipment	554	315.00	174,510.00
SE-0080	Installation of Kiosk	1	138.60	138.60
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	9	303.83	2,734.47
ST-PA-9005	PA-9005, EPIC 70V Volume Control Assembly	94	78.00	7,332.00
WP-0001	CK-4006 - Wall Plate, WPA-701, Ambient Mic with Decora Plate	161	89.79	14,456.19
SE-0067	SE-1065 - System Pre-Assembly - Basic	1	5,133.42	5,133.42
SE-0029	Initial On-Site Commissioning	3	2,750.00	8,250.00
SE-0031	On-Site Commissioning	8	1,094.50	8,756.00
PA-8010	Wall Plate, ITC-1, AV Touch Control KIT	161	513.54	82,679.94
TX-0001	This System Contains:	161	0.00	0.00
AC-0014	22/2 Plenum Shielded Stranded Cable	3220	0.00	0.00
PA-0074	Interactive Touch Controller	161	0.00	0.00
AC-0106	50' Cat6, Plenum Rated, Black	161	0.00	0.00
IN-0015	Low Voltage Mounting Bracket/Double Gang Cut In Box	161	0.00	0.00
AC-2018	Female DB9 to Terminal Block Connector	161	0.00	0.00
SE-1001	Programming of Network Device	161	33.00	5,313.00



QUOTE
44534

Product	Description	Quantity	Price	Total
AM-3230.P.	MS-600 Optimum Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	161	1,637.52	263,640.72
SE-0066	Construction - Payment and Performance Bonding Services	1	26,486.58	26,486.58

Total Item Net Value		1,059,463.21 USD
Freight		31,784.00 USD
State (%)	6.00 %	0.00 USD
County (%)	1.50 %	0.00 USD
Total		1,091,247.21 USD

PAEC Florida Buy Contract #23-01
 Price includes Performance Bonding

The content of this quote is confidential and is intended solely for the addressed organization. If you are not the intended recipient, any disclosure, copying, distribution, or other use of this information is prohibited.

Any install rates quoted are non-Davis Bacon/Prevailing Wage compliant, unless specifically noted within the descriptions above.

If tax exempt, sales tax will be removed upon receipt of Sales Tax Certificate.



Audio Enhancement Solutions Proposal



April 27, 2023

Proposal ID# 106951
SAP Quote# 44534



Dear School District of Clay County,

I want to personally thank you for inviting us to submit a proposal to School District of Clay County!

When my mother, Claudia Anderson, founded Audio Enhancement over 40 years ago, we never imagined the impact our services would have on education today. Through customer feedback, we have grown from offering classroom audio solutions to providing district-wide communication and safety technology. We have impacted over 4,000 districts, 39,000 schools, and over 1,200,000 classrooms across the world. We are excited for the opportunity to help you!

Our team focuses on hiring employees with a passion to make a difference in education. We look forward to developing a deeper partnership with School District of Clay County through building friendship and trust during the ongoing stages of your project.

It is our pleasure to submit this proposal to School District of Clay County. As with all proposals, revisions can be made at any time.

We look forward to your response and are available to answer any questions during the review process.

From all of us here at Audio Enhancement, thank you!

Sincerely yours,



Jeff Anderson

Jeff Anderson
Audio Enhancement, CEO

Notice of Confidentiality: The contents of this proposal are intended solely for the use of the addressee and their organization and contains confidential and/or privileged information and may not be disclosed to any other party without written authorization from Audio Enhancement Inc.



Making a Difference in Education

For more than forty years, Audio Enhancement has served the schools throughout the United States, providing both classroom audio enhancement systems as well as integration services for classroom technology. Audio Enhancement is headquartered in Salt Lake City Utah and has facilities in Georgia and Florida.

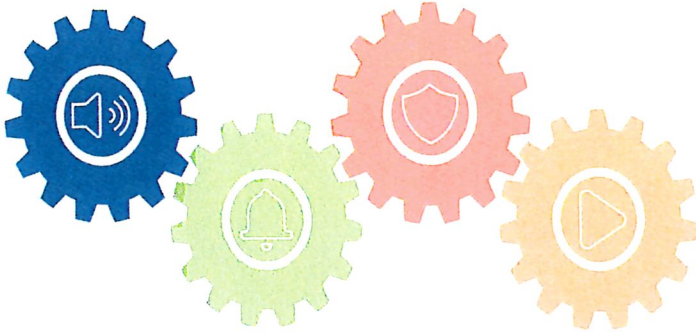
Audio Enhancement was founded in 1978 by Claudia Anderson around the simple idea that "learning begins with hearing." Having two hearing impaired children; the first Audio Enhancement systems were designed specifically for the hearing impaired. Early in our history, technological advancements made it possible to also provide whole classroom sound systems, benefiting all students. Audio Enhancement has been the innovator and leader in this field.

By 2004, it was clear that classroom audio enhancement systems were a key part of the overall technology landscape in the classroom. Based on our high level of support, outstanding customer service, and training that was provided for the audio systems, several school districts came to us and requested that we expand our product offerings. Based on these requests, we undertook an initiative to increase our capabilities in order to provide a complete integrated technology package for the classroom. These offerings include display devices, control, video/audio playback devices and interactive technologies. By utilizing the principles developed over thirty years of providing classroom audio systems to the schools, we were able to provide both technical integration, teacher in-servicing, training, and professional development to help the schools ensure the success of their technology goals.

Moving the company forward, in 2008, Audio Enhancement was incorporated: Jeff Anderson, President and CEO, Jennifer Crum, CFO, Jeremy Anderson, CAO and Justin Anderson, COO. Today, the Audio Enhancement product line improves student achievement, decreases teacher vocal fatigue and absenteeism, and creates positive student behavior. Audio Enhancement systems also increase focus and attention and supports classroom management.

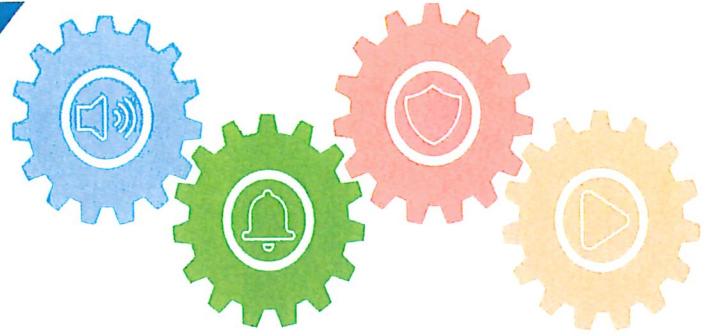


The Anderson Family



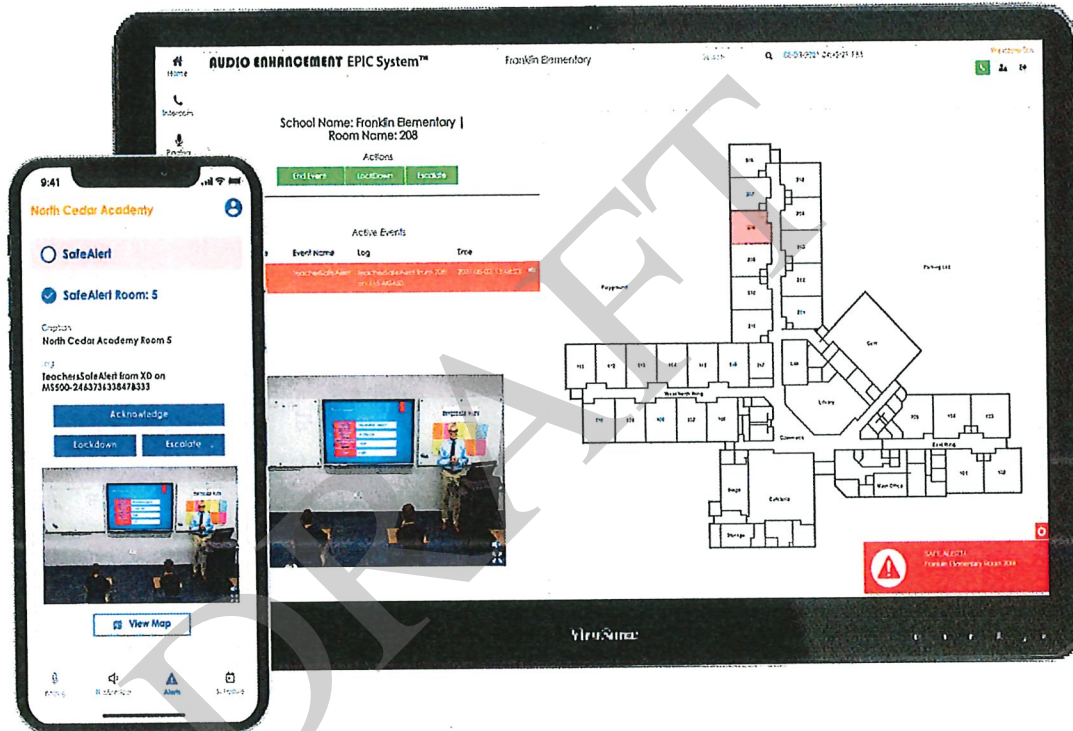
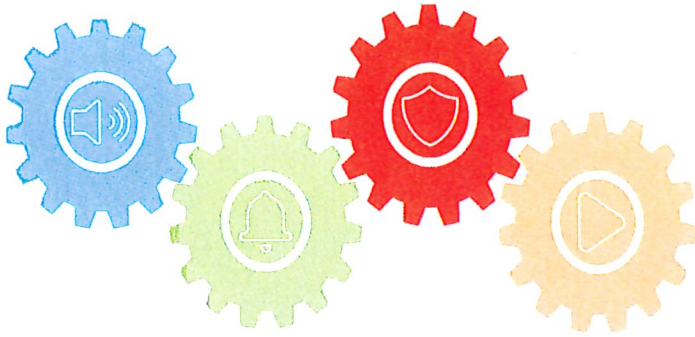
Classroom Audio

A classroom Audio Enhancement system provides teachers with benefits seen in documented sound field system research with the consistency and clarity of the newest classroom technology—XD Audio. Teachers wear an XD Microphone with confidence of zero signal drop-outs. This delivers their voices to each student as clearly as if the teacher were sitting right next to them. With Classroom Audio, you can expect more time on task, fewer behavior issues, less teacher verbal repetition, and better content understanding. These provide an increase in actual instructional time, one thing every teacher can use more of. Clear and equitably distributed audio in the classroom contributes to the overall quality of instruction, targeting gaps in learning.



EPIC System

EPIC System allows schools to effectively and efficiently manage and schedule student movement within the school. By customizing bells and announcements on an individual classroom level, schools can eliminate unnecessary distractions to the learning environment, maximizing allocated learning time. EPIC system can be controlled from the Kiosk or the EPIC mobile app. Optional InfoView expands your EPIC System to include customizable classroom clocks, visual emergency notifications, and digital signage around your campus.



SAFE System

SAFE System™ (Signal Alert For Education) System™ is an alert and notification solution that connects teachers and classrooms to first responders for quick response and communication. The integration of SAFE System with our teacher microphone gives teachers a personal duress button to send alerts instantly from anywhere in the school. Office staff can discreetly acknowledge the alert, letting teachers know that help is on the way. The web-based interface gives administrators the ability to provide direction and maintain situational awareness of the entire campus, even in the most challenging emergency conditions. Give everyone on your campus peace of mind with the reassurance that SAFE is ready when seconds count.

Selected Systems and Products

Optimum System

QTY - 137

COMPATIBILITY



The MS-600 is a fully integrated networked classroom amplifier and wireless microphone receiver, and a central component in the Optimum Classroom System. This amplifier has network-based intercom, paging and emergency notification, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE). Intercom and paging functionalities are built-in.

INCLUDED COMPONENTS



XD Teacher Box with Teacher Pendant Microphone



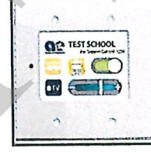
Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)



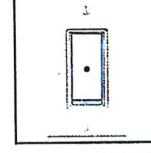
Wiring Bundle for Optimum Amplifier with Integrated XD Receiver



Classroom Speaker, Ceiling 1x2, Set of 4



Interactive Touch Controller Bundle with Programming



Wall Plate, WPA-701, Ambient Mic with Decora Plate

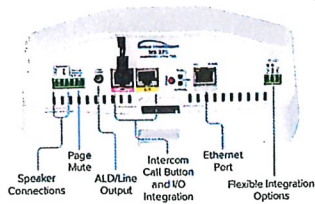
Full System Product Details

XD Teacher Box with Teacher Pendant Microphone, Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+), Wiring Bundle for Optimum Amplifier with Integrated XD Receiver, Classroom Speaker, Ceiling 1x2, Set of 4, Interactive Touch Controller Bundle with Programming, Wall Plate, WPA-701, Ambient Mic with Decora Plate,

MS-375 Network Interface

QTY - 56

COMPATIBILITY



INCLUDED COMPONENTS



Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+)

Full System Product Details

Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+),

Hallway Visual Messaging Display

QTY - 20

COMPATIBILITY



The EPIC System InfoView Display is a display device specifically designed for the K-12 campus. With a PoE powered 22" Full HD display. This high-performance, energy-efficient, world-class Digital Signage Systems deliver power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning

INCLUDED COMPONENTS



Double - Wall Mounted Display Bundle (Requires PoE+)

Full System Product Details

Double - Wall Mounted Display Bundle (Requires PoE+),

Gym Visual Messaging Display

QTY - 02

COMPATIBILITY

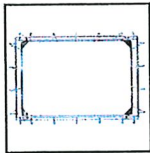


The EPIC System InfoView Display is a display device specifically designed for the K-12 campus. With a PoE powered 22" Full HD display. This high-performance, energy-efficient, world-class Digital Signage Systems deliver power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning.

INCLUDED COMPONENTS



Single - Wall Mounted Display Bundle (Requires PoE+)



Clock Guard Dynamic Displays for InfoView Clocks

Full System Product Details

Single - Wall Mounted Display Bundle (Requires PoE+), Clock Guard Dynamic Displays for InfoView Clocks,

Visual Messaging Display

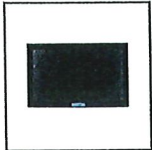
QTY - 04

COMPATIBILITY



The EPIC System InfoView Display is a display device specifically designed for the K-12 campus. With a PoE powered 22" Full HD display. This high-performance, energy-efficient, world-class Digital Signage Systems deliver power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning.

INCLUDED COMPONENTS



Single - Wall Mounted Display Bundle (Requires PoE+)

Full System Product Details

Single - Wall Mounted Display Bundle (Requires PoE+).

EPIC Head End System

QTY - 01

COMPATIBILITY



Everything you need in order for an EPIC System central head-end.



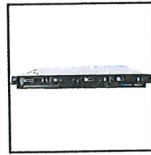
INCLUDED COMPONENTS



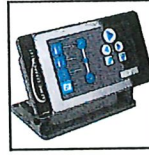
Grandstream GXP2130 Enterprise Phone including Programming



EPIC Kiosk with Programming



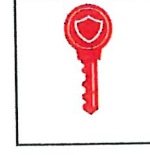
EPIC Server with Programming



CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power)



EPIC System Platform License



SAFE System License (Requires EP-0009)

+ More

Full System Product Details

Grandstream GXP2130 Enterprise Phone including Programming, EPIC Kiosk with Programming, EPIC Server with Programming, CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power), EPIC System Platform License, SAFE System License (Requires EP-0009), EPIC System Intercom Paging & Bells License (Requires EP-0009), 2U Vented Utility Shelf, For Use w/EPIC Appliance, Smart-UPS 1000VA LCD 2U 120V Battery Backup For EPIC Appliance, UPS 425VA 6-Outlet 120V for use with EPIC Kiosk, EPIC Custom Map Development Services, Engineering and Design Services, EPIC Administrator Training, EPIC Phone Integration License, InfoView Visual Messaging and Clock License (Requires EP-0009).

8 Spkr Optimum System

QTY - 05

COMPATIBILITY

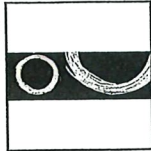


The MS-600 is a fully integrated networked classroom amplifier and wireless microphone receiver, and a central component in the Optimum Classroom System. This amplifier has network-based intercom, paging and emergency notification, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE). Intercom and paging functionalities are built-in.

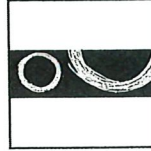
INCLUDED COMPONENTS



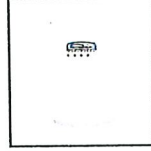
XD Teacher Box with Teacher Pendant Microphone



75' Speaker Wire Plenum Rated, White



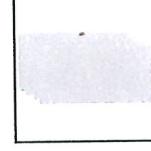
50' Speaker Wire Plenum Rated, White



Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)



Wiring Bundle for Optimum Amplifier with Integrated XD Receiver



Classroom Speaker, Ceiling 1x2, Set of 4

+ More

Full System Product Details

XD Teacher Box with Teacher Pendant Microphone, 75' Speaker Wire Plenum Rated, White, 50' Speaker Wire Plenum Rated, White, Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+), Wiring Bundle for Optimum Amplifier with Integrated XD Receiver, Classroom Speaker, Ceiling 1x2, Set of 4, Classroom Speaker, Ceiling 1x2, Set of 4, Interactive Touch Controller Bundle with Programming, Wall Plate, WPA-701, Ambient Mic with Decora Plate,

6 Spkr Optimum System

QTY - 19

COMPATIBILITY

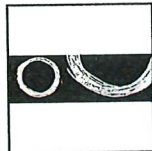


The MS-600 is a fully integrated networked classroom amplifier and wireless microphone receiver, and a central component in the Optimum Classroom System. This amplifier has network-based intercom, paging and emergency notification, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE). Intercom and paging functionalities are built-in.

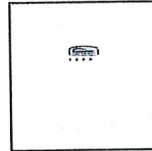
INCLUDED COMPONENTS



XD Teacher Box with Teacher Pendant Microphone



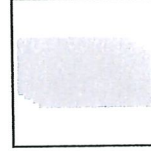
75' Speaker Wire Plenum Rated, White



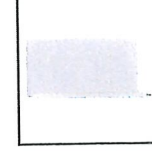
Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)



Wiring Bundle for Optimum Amplifier with Integrated XD Receiver



Classroom Speaker, Ceiling 1x2, Set of 4



Classroom Speaker, Ceiling 1x2, Set of 2

+ More

Full System Product Details

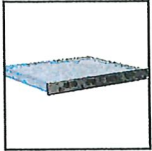
XD Teacher Box with Teacher Pendant Microphone, 75' Speaker Wire Plenum Rated, White, Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+), Wiring Bundle for Optimum Amplifier with Integrated XD Receiver, Classroom Speaker, Ceiling 1x2, Set of 4, Classroom Speaker, Ceiling 1x2, Set of 2, Interactive Touch Controller Bundle with Programming, Wall Plate, WPA-701, Ambient Mic with Decora Plate,



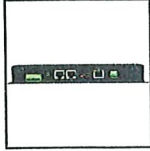
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 4 X 250W 70V - 1U



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

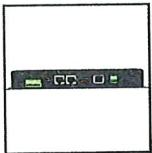
EPIC Common Zone Amplifier 4 X 250W 70V - 1U, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

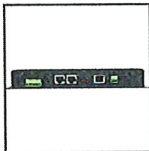
MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE),



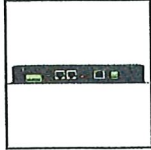
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

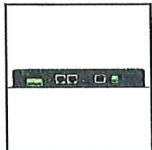
MS-300 Network Interface with Programming (Requires PoE).



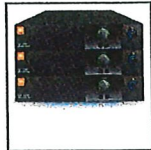
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



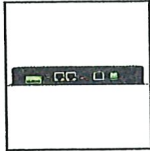
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 1X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



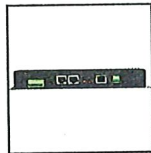
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



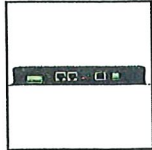
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



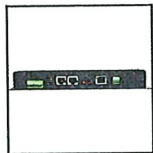
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

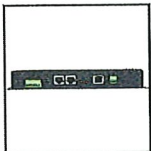
EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

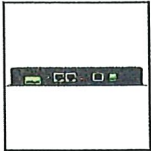
MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



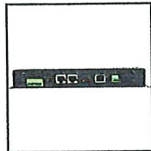
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

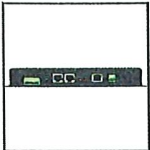
EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



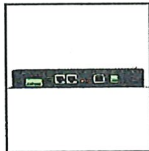
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

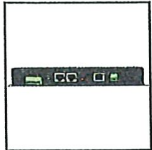
EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

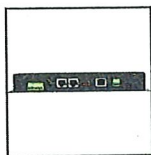
MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



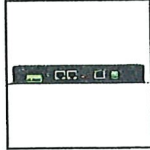
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

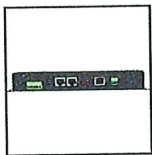
EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



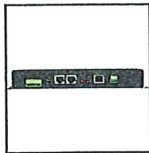
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

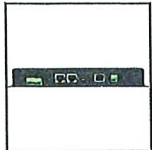
MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

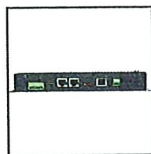
MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

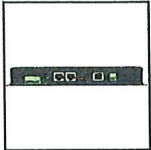
MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

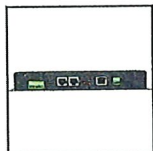
EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE).

Selected Systems and Products

Circle Cut In 70V Loudspeaker

QTY - 320



The EPIC 70V Ceiling Speaker is a fully assembled speaker assembly, with back can and speaker grill. The speaker has a tuned ported enclosure that provides superior bass response while maintaining a very high sensitivity. The transformer tap selector is easily accessible on the side of the speaker. Metal speaker back meets UL 2043 criteria for plenum installation.

70V Wall Mount Speaker, White

QTY - 101



70V Wall Mount Speaker in white.

Indoor Angled 70V Horn Speaker and Enclosure

QTY - 04



This kit includes one 70 Volt H16 SVP angled front speaker and one SE2WVP slanted enclosure.

External 70V Horn Speaker and Enclosure

QTY - 35



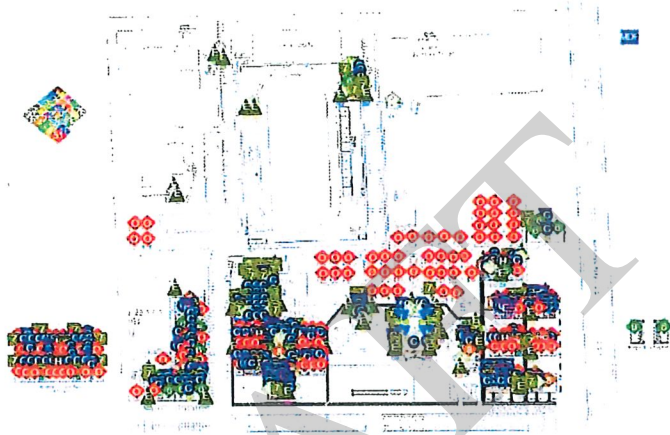
The SYSTEM 6VPS is a complete, vandal resistant horn assembly featuring a double re-entrant, compression horn with an integrated 16W, 25/70V, multi-tap transformer that is mounted on a vandal resistant, stainless steel baffle. It also includes a square, heavy gauge stainless steel, surface mount enclosure.

EPIC 70V Volume Control Assembly

QTY - 94



EPIC 70 Volt Volume Control Assembly includes the Control, 1" Raceway, and Surface Mount box.



Audio Enhancement, Inc. is pleased to offer the following warranty.

A standard Five (5) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the IR and XD teacher and student microphone, XD receiver (K-SRC14), CA-30, CA-60, GL-300, Hydra II, XDSolo™, BEAM, BEAM Pro, Handheld Microphone Holder, and Ceiling and Wall speakers ("Audio Enhancement Products"). The Limited Warranty applies only if: (1) the Audio Enhancement Products are installed according to manufacturer's instruction provided to Customer and (2) the Audio Enhancement Products are not misused or abused, and there is no evidence of mishandling, neglect, modification, or repair without the approval of Audio Enhancement.

A standard three (3) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the Edu-Cam360, EduCam 360-A, EduCam360-B, EduCam360-C, EduCamPTZ, EduCamPTZ-B, MS-1000 Monitoring Station (MS-1000), AVConnect (HDBaseT), SAFE System, EPIC System Server, MS-300, MS-500, and CLAUDIA. The Limited Warranty applies only if (1) the Audio Enhancement product is installed according to manufacturer's instructions and by an Audio Enhancement certified installer and (2) the Audio Enhancement Products are not misused or abused, and there is no evidence of mishandling, neglect, modification, or repair without the approval of Audio Enhancement.

A standard one (1) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on our General Electronics (including but not limited to: NVRs, Classroom Wall Box, MS-400, Hydra Adapter (SC-12-24VACDC), Wall Plate Accessories (WPA), Alert Notification Button, Mic360™, UPS (Uninterrupted Power Supply)), specialty cables and adapters. EPIC System Console Touchscreen, Server Drives, and EPIC System Console Paging Microphone. The Limited Warranty applies only if (1) the General Electronics is installed according to manufacturer's instructions and by an Audio Enhancement certified installer and (2) the General Electronics has not been misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of the manufacturer.

The EduCam390 camera SD card and 'AA' NiMH and lithium-ion batteries supplied by Audio Enhancement, Inc., carry a 90-day warranty from date of purchase.

The following is not included under this Limited Warranty: (1) Misuse or abuse by the Customer; (2) normal wear and tear; (3) physical damage to Audio Enhancement's Products because of unreasonable use and/or negligence; and (4) damage caused by service or repairs by the customer or a person who is not authorized for such service or repairs by Audio Enhancement.

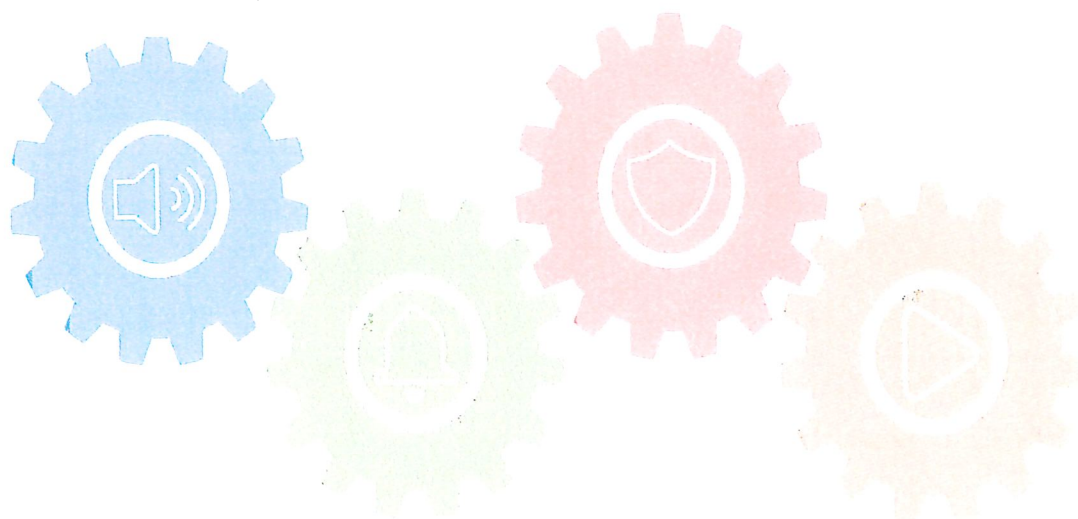
This Limited Warranty is provided by Audio Enhancement, and it contains the only express warranty provided to Customer by Audio Enhancement. Audio Enhancement does not authorize any other person, including distributors, to give any other warranties on

Audio Enhancement's behalf. The repair or replacement as provided under the express limited warranty is the sole and exclusive remedy of the Customer and Audio Enhancement's sole and exclusive liability hereunder.

Audio Enhancement disclaims any express warranty not provided herein and any implied warranty, guarantee, or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. In no event shall Audio Enhancement be liable, whether in contract, tort (including negligence) or otherwise, for damages more than the purchase price of the product giving rise to the damages, or for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages of any kind. Audio Enhancement further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary, or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of Audio Enhancement's products.

Audio Enhancement shall bear no responsibility or obligation with respect to the manner of use of any equipment sold by Audio Enhancement.

Audio Enhancement specifically disclaims and negates any warranty of fitness for a particular purpose of such equipment including, without limitation, any warranty that the use of such equipment for any purpose will comply with applicable laws and regulations or overcome any specific hearing/auditory processing deficit. When returning units for service, use adequate packaging to prevent shipping damage. Shipping damage is not covered under warranty.



Technical Support

Audio Enhancement Technical Support Representatives are available to assist by phone, chat, and email. With offices in West Jordan, Utah; Apopka, Florida; and Alpharetta, Georgia, we offer additional regional resources to ensure our local customers have all the support to meet their needs. Here is our companies technical support information and FAQ's.

Contact Support:

Hours: Monday-Friday 8:00am-7:00pm EST.

Phone: 800.932.3578

Email: Support@AudioEnhancement.com

Chat and RMA: www.AudioEnhancement.com/Support/

Additional Support:

Training Website: www.training.AudioEnhancement.com

YouTube Site: www.youtube.com/user/AudioEnhancementInc

Support Levels:

Level 1 Level 1 support is for basic audio systems. Tickets are created when a phone call is made, RMA is submitted, or an email is sent to support. Level 1 support services include troubleshooting with microphones, batteries, cabling, volume levels, information requests, and basic EPIC troubleshooting and setup.

Level 2 When a higher level of support is required, tickets are escalated to Level 2 support. This type of support includes advanced audio troubleshooting. Enhanced EPIC support including device configuration, SIP integration, LDAP integration, and configuration of VIEWPath and VIEWPath Live.

Level 3 Level 3 support is for final escalations and is handled by Audio Enhancement engineers and developers with 10+ years of experience.

Additional Support Personnel:

Audio Enhancement headquarters is located in West Jordan, Utah with two satellite offices in Apopka, Florida and Alpharetta, Georgia. Between our three offices and field services reps across the country, Audio Enhancement can provide additional onsite support when needed.

Quote **44534**

BoM 1

Part#	Product Name	Qty
	Category : Classroom Equipment	
	System : Optimum System	
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	137
AM-3230.P	Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	137
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	137
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	137
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	137
WP-0001	Wall Plate, WPA-701, Ambient Mic with Decora Plate	137
	System : MS-375 Network Interface	
AM-3245.P	Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+)	56
	System : 8 Spkr Optimum System	
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	5
AC-0003	50' Speaker Wire Plenum Rated, White	5
AM-3230.P	Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	5
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	5
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	5
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	5
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	5
WP-0001	Wall Plate, WPA-701, Ambient Mic with Decora Plate	5
	System : 6 Spkr Optimum System	
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	19
AM-3230.P	Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	19
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	19
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	19
ST-SP-0212	Classroom Speaker, Ceiling 1x2, Set of 2	19
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	19
WP-0001	Wall Plate, WPA-701, Ambient Mic with Decora Plate	19
	Category : EPIC System School Equipment	
	System : EPIC Head End System	
PA-0095.P	Grandstream GXP2130 Enterprise Phone including Programming	1
EP-0020.P	EPIC Kiosk with Programming	1
ST-EP-0001.P	EPIC Server with Programming	1
EP-0105.P	CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power)	1

Part#	Product Name	Qty
PA-0011	2U Vented Utility Shelf, For Use w/EPIC Appliance	1
PA-0024	Smart-UPS 1000VA LCD 2U 120V Battery Backup For EPIC Appliance	1
PA-0045	UPS 425VA 6-Outlet 120V for use with EPIC Kiosk	1
	System : 8 Spkr Optimum System	
AC-0002	75' Speaker Wire Plenum Rated, White	5
	System : 6 Spkr Optimum System	
AC-0002	75' Speaker Wire Plenum Rated, White	19
	System : Admin	
ST-AM-1025	EPIC Common Zone Amplifier 4 X 250W 70V - 1U	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 (Admin amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Cafetorium (Admin amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 Exterior (Admin amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 2	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 2 Exterior (Bldg 2 amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 3	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 4 (2 amp channels)	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 4 Exterior	
AM-1010	EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 2nd Floor (2 amp channels)	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 12 (2 amp channels)	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1

Part#	Product Name	Qty
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 12 Exterior	
AM-1003	EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 24	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 24 Exterior (Bldg 24 amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 16	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 17 (2 amp channels)	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 17 Exterior	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 18	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 18 Exterior (Bldg 18 amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 19	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 20	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 20 Exterior (Bldg 20 amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 21	
AM-1003	EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 22	

Part#	Product Name	Qty
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 22 Exterior (Bldg 22 amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 27	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Restroom	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 41	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 43	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 47	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Bldg 51	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 51 Exterior (Bldg 51 amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	Miscellaneous	
SP-0300	Circle Cut In 70V Loudspeaker	320
SP-1022	70V Wall Mount Speaker, White	101
SP-1094	Indoor Angled 70V Horn Speaker and Enclosure	4
SP-1091	External 70V Horn Speaker and Enclosure	35
ST-PA-9005	EPIC 70V Volume Control Assembly	94
AC-1027	MS-300 to Amplifier Cable	4
	Category : InfoView Equipment	
	System : Hallway Visual Messaging Display	
ST-EP-0228	Double - Wall Mounted Display Bundle (Requires PoE+)	20
	System : Gym Visual Messaging Display	

Part#	Product Name	Qty
ST-EP-0128	Single - Wall Mounted Display Bundle (Requires PoE+)	2
PA-0233	Clock Guard Dynamic Displays for InfoView Clocks	2
	System : Visual Messaging Display	
ST-EP-0128	Single - Wall Mounted Display Bundle (Requires PoE+)	4
	Category : Services	
	System : EPIC Head End System	
SE-1002	EPIC Custom Map Development Services	1
SE-1024	Engineering and Design Services	1
	Category : Software Licensing	
	System : EPIC Head End System	
EP-0009	EPIC System Platform License	1
EP-0010	SAFE System License (Requires EP-0009)	1
EP-0022	EPIC System Intercom Paging & Bells License (Requires EP-0009)	1
EP-0034	EPIC Phone Integration License	1
EP-0032	InfoView Visual Messaging and Clock License (Requires EP-0009)	1
	Category : Training	
	System : EPIC Head End System	
EP-0035	EPIC Administrator Training	1

Quote **44534**

Additional BOM Items

Part#	Product Name	Qty
	Category : EPIC System School Equipment	
AC-0004	Speaker Wire Plenum Rated	4200 0
	Category : Services	
SE-0012	Lift Rental	1
SE-0067	Optional Contingency	527
SE-1068	Installation of 70V Equipment	554
SE-0032	Commissioning Per Room	194
SE-0080	Installation of Kiosk	1
SE-0045	Installation of Intercom Classroom	161
SE-0037	Installation of 2-Way Intercom System	56
SE-0078	Installation of Double Display	20
SE-0077	Installation of Single Display	6
SE-0025	Travel Services	1
SE-0038	Installation of MS-300 for Common Zone Amplifier	32

DRAFT

Project Information

- **Project Summary ***
Orange Park HS
- **Request design team to design your school? ***
Yes
- **Will this project be using a Contract? ***
Text
- **Will Audio Enhancement be Installing? ***
Yes
- **Site Status at Any Point During Implementation ***
Text

This proposed design was finalized by Audio Enhancement. The customer approval of original design was bypassed by Taylor Noyes at 25 Apr, 2023 7:48 PM.
Explanation:
Bypass approved., Bypassed by Taylor Noyes on 25 Apr, 2023 7:48 PM

DRAFT



AUDIO ENHANCEMENT



Customizable solutions to support learning: classroom audio, cameras, safety alerts & schoolwide communication.

[Click Here to Visit Website](#)

Supplier Information

Address

9858 S Audio Drive
West Jordan, UT 84081

Gary Evans
Senior Sales Director
561-635-3076
[Email Gary](#)

Spencer Anderson
Regional Sales Director
801-819-6990
[Email Spencer](#)

Contract Information

Cooperative Name	Florida Buy State Cooperative Purchasing
Contract Name	Technology Catalog Solutions
Contract Number	23-119
Lead Agency	Washington County Florida School District
Contract Term	11/15/2022 - 11/15/2023
Extension Details	Contract recommended for approval in November 2022. Extensions possible through November 2027.
Categories	<ul style="list-style-type: none"> • TECHNOLOGY

DRAFT



**Florida BUY
Panhandle Area Educational Consortium
RFP: Technology Catalog Solutions
#23-01**

**Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428
Attn: Tori Baxley**

**Due Date:
September 8th, 2022
3:00PM CST**

**Submitted by:
Audio Enhancement
9858 S. Audio Drive
West Jordan, UT 84081
800-383-9362**


9858 S. Audio Drive, West Jordan, UT 84081 • Phone 1.800.383.9362 •

Attachment 7
Florida Buy State Cooperative Purchasing Agency
Technology Catalog Solutions
RFP #23-01

CONTRACT OFFER AND AWARD

OFFER TO BE COMPLETED BY RESPONDENT


In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondent's and Technical Specification and being familiar with all the conditions surrounding the proposed project, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award. This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program.


Company Name: Audio Enhancement, Inc.
Address: 9858 S Audio Drive Phone Number: (800) 383-9362
City: West Jordan State: Utah Zip: 84081
Contract Contact Person: Tim Beekman Email: tim.beekman@audioenhancement.com
Authorized Signature:  Date: 08/23/2022

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY
BY THE LEAD AGENCY OF FLORIDA BUY STATE COOPERATIVE
PURCHASING**

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on 11/15/22. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Respondent, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County FL School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature  Date 11/23/22

Agency Executive: John T. Selover, Executive Director, PAEC: Signature  Date 11/15/22

PAEC BD 10/12/22
WCSB 11/14/22

Contract #: 23-119

Services Offered

Audio Enhancement is proposing to collaborate with Florida Buy – Panhandle Area Educational Consortium Purchasing Agency on the following services that apply to the categories audiovisual and instructional solutions, classroom audio, speakers, amps, video cameras, other related devices, and digital signage mentioned in this RFP.

Classroom Audio



Classroom Audio

With solutions to distribute sound and provide hands-free instruction, Audio Enhancement's Audio Solutions give classrooms and teachers a robust system that can be customized to fit specific needs. Wireless microphones provide hands free instruction and boost student confidence to speak up and participate in class. Revolutionary audio technology distributes sound throughout the classroom to amplifiers and speakers. Powerful sound technology helps students hear anywhere in the classroom and supports dynamic multimedia lessons.

EPIC System



EPIC System

EPIC (Education Paging & Intercom Communications) System™ gives administrative staff control of bells, paging, intercom and alert notification systems throughout the school. The EPIC System Console includes a Touchscreen Monitor with all the necessary tools for managing schoolwide communication.

SAFE System



SAFE System

An increasingly important priority in education is an extra level of safety and assurance for schools, classrooms, and the people in them. SAFE (Signal Alert For Education) System™ from Audio Enhancement, Inc. connects teachers and classrooms to first responders for quick response and communication. This revolutionary system relays urgent information about incidents for just-in-time help and safety. Classroom microphones and alert buttons help teachers discreetly notify the right people at the right time of a potential incident or accident. Now incorporating XD Technology, alerts can be sent from areas outside the classroom, like hallways, gymnasiums, cafeterias, and even outside.

VIEWpath



VIEWpath

An innovative classroom camera setup to record, store, and deliver lessons. VIEWpath® (Video Interactive Education Window) gives teachers the ability to record, collaborate, and share their lessons. Through teacher-controlled cameras and recordings, teachers can become more innovative practitioners and hone their craft through self and peer reflections. Utilizing cameras, teachers can provide digital learning opportunities anytime, anywhere.



AUDIO SOLUTIONS

Audio Enhancement, Inc. was founded on the belief that learning begins with hearing. Classroom audio is at the core of everything we do. Each Classroom Audio System delivers the teacher's natural voice and multimedia audio to every student in the room at an enhanced, soothing volume. Our flexible Classroom Audio Systems can be used in any learning environment.

HOW AUDIO SOLUTIONS WORK



SPEAK

Wireless microphones provide hands free instruction and boost student confidence to speak up and participate in class.



DISTRIBUTE

Revolutionary audio technology distributes sound throughout the classroom to amplifiers and speakers.



HEAR

Powerful sound technology helps students hear anywhere in the classroom and supports dynamic multimedia lessons.

LEARN MORE about how AUDIO SOLUTIONS CAN ENHANCE LEARNING

VISIT www.AudioEnhancement.com or CALL 800.383.9362

Audio Solutions HIGHLIGHTS

PORTABLE AUDIO SYSTEMS

Our BEAM and other portable Audio Enhancement Solutions are designed to work effortlessly with our classroom audio microphones. This allows teachers to instruct anywhere in the room, while still delivering quality intelligible audio.



XD TEACHER AND HANDHELD MICROPHONES

The XD Handheld and Teacher Microphones are lightweight, simple to use. In addition to distributing voices, the teacher microphone can control the amplifier and initiate a silent alert signal.



INSTALLED AUDIO SYSTEMS

With solutions to distribute sound and provide hands-free instruction, Audio Enhancement's Audio Solutions give classrooms and teachers a robust system that can be customized to fit specific needs.



"The sound system is just amazing! I am already feeling the effects of not having to speak any louder than a normal talking voice when I teach and my students feel like I am always within range. Their attention has increased tenfold."

- Kim Edwards, Teacher from Mark West Union School District in California



EPIC System™

Education Paging & Intercom Communications

EPIC System provides an easy-to-use interface, accessible on any device with a web browser that integrates with each school's LDAP/Active Directory Server. Customizable role management gives administrators full control over each user's accessibility. Whatever the need may be, EPIC System provides options to make schoolwide communication uniquely tailored for any school.

BENEFITS OF THE EPIC SYSTEM



INTERCOM & PAGING

- Simple interactive display
- Hands-free intercom for teachers
- Deliver announcements to chosen zones



BELLS & NOTIFICATIONS

- Customizable bell zones
- Ability to import customized bell sounds
- Create prerecorded notifications



CLASSROOM AUDIO SYSTEMS

- Easily link EPIC System with classroom audio
- Works with teacher and student microphones
- Evenly distributes voices throughout the classroom



SAFE INTEGRATION

- Alerts can be detected from anywhere on campus
- Pre-record instructions to play during emergencies
- Integrates with third-party devices to activate emergency notifications

EPIC System HIGHLIGHTS

EPIC SYSTEM KIOSK

EPIC System can be controlled from the Kiosk or the EPIC mobile app. By customizing bells and announcements on an individual classroom level, schools can eliminate unnecessary distractions to the learning environment.



DISTRICT VIEW

District View provides visibility and communication to all campuses. When Safe Alerts are triggered on a campus, the district console highlights the campus and allows details of the SAFE Alert to be viewed by district staff.



INFOVIEW

InfoView gives school administrative staff control of classroom clocks and digital signage throughout the campus. Customize signs with clocks, announcements, emergency notifications, images, ticker tape messages, and next bell notifications.



"[EPIC] System is extremely easy and friendly to use so there is no stress when you need to quickly make adjustments."

Jennifer Brockwell
Principal, South Lake Elementary School,
FLSchool District

LEARN MORE about how
OUR SOLUTIONS CAN ENHANCE LEARNING

VISIT www.AudioEnhancement.com or CALL 800.383.9362



SAFE System™

Signal Alert for Education

Timely help for teachers is critical for resolving both small matters and larger, life-threatening crises. SAFE System™ provides necessary information to first responders and administrators using Audio Enhancement's classroom audio system. Minor issues may be contained before they escalate into major incidents.

BENEFITS OF THE SAFE SYSTEM

BULLYING
Teachers and administrators are able to monitor, intervene and correct behavior before it leads to harmful circumstances.

MEDICAL
Request the proper medical help quickly for any type of health condition or emergency.

FIGHTING
School personnel have the ability to step in before things escalate.

WEAPONS
Inform staff with instant live audio and video feed, and summon authorities to handle violent students or intruders.

SAFE System HIGHLIGHTS

TEACHER MICROPHONE

The integration of SAFE System with our teacher microphone gives teachers a personal duress button to send alerts instantly from anywhere in the school. Office staff can discreetly acknowledge the alert, letting teachers know that help is on the way.



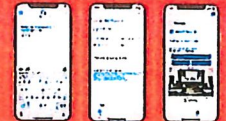
MANAGE WITH A CLEAR VIEW

Through the EPIC System kiosk, you can view the date, time and location of the incident. The web-based interface gives administrators the ability to provide direction and maintain situational awareness of the entire campus, even in the most challenging emergency conditions.



TEXT, EMAIL, & APP ALERTS

At the same time the kiosk in the front office is alerted, all of the designated staff will also receive an email and a text notification with a link showing them the same information they are receiving in the office. Optional cameras can provide a live stream of the classroom.



"Student safety is the primary mission for every school Superintendent. The SAFE System is THE single greatest use of school district funds to ensure that each and every student comes back through that door at home each night. I wish every classroom in the nation had the SAFE System."

—Dr. William "Rob" Roberts
Former Superintendent of Nye County

LEARN MORE about how OUR SOLUTIONS CAN ENHANCE LEARNING

VISIT www.AudioEnhancement.com or CALL 800.383.9362



School Board of Clay County

September 7, 2023 - Regular Board Meeting

Title

C37 - Safety & Security: Emergency Communications - Contract Award for Oakleaf High School

Description

The Safety & Security: Emergency Communications upgrades for Oakleaf High School is a project listed in the 2023/24 Educational Facilities Plan and was approved by the SBCC August 1, 2023. The security project will provide technology infrastructure required to upgrade emergency systems to include: Classroom Communications, Intercom Upgrades, Panic Alerts, Digital Lockdown Signage, as well as Digital Mapping and Security Camera/Access Control Integration Capability. The District will be utilizing the PAEC Florida Buy Contract #23-01. 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

School communications systems are outdated and critical upgrades are needed to enhance Safety & Security Emergency Communications.

Previous Outcomes

The Board has previously awarded contracts for projects identified and listed and previously approved as part of the Educational Facilities Work Plan.

Expected Outcomes

Upon approval by the Board, efforts to upgrade our infrastructure required to improve safety and security emergency communications systems at our schools will commence in a phased-in approach districtwide.

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 Audio Enhancement, Inc using the PAEC Florida Buy Contract #23-01 in the amount of \$880,985.94.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

These funds are available and budgeted in the Educational Facilities Work Plan.

Review Comments

Attachments

- 🔗 [Backup Information for Safety & Security Emergency Communications Contract Award - OHS.pdf](#)
- 🔗 [Backup Information for Safety & Security Emergency Communications Contract Award - OHS Cont..pdf](#)



9858 South Audio Drive
 West Jordan, UT 84081
 Toll free: (800) 383-9362
 Fax: (801) 254-3802

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BILL TO
School District of Clay County 900 Walnut Street Green Cove Springs FL 32043
SHIP TO
Oakleaf High School 4035 Plantation Oaks Blvd Orange Park FL 32065

Date: Apr 28, 2023
Expires: Nov 30, 2023
Customer Number: 1003904

Sales Rep: Spencer Anderson
Payment Terms: 30 days net

Product	Description	Quantity	Price	Total
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	120	223.30	26,796.00
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1	616.23	616.23
AM-1003	EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK	1	497.74	497.74
ST-AM-1025	EPIC Common Zone Amplifier 4 X 250W 70V - 1U	1	1,577.09	1,577.09
AM-1010	EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK	2	631.07	1,262.14
AM-1011	EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK	4	853.36	3,413.44
AC-1027	MS-300 to Amplifier Cable	4	18.06	72.24
PA-0095.P	Grandstream GXP2130 Enterprise Phone including Programming	1	158.08	158.08
EP-0020.P	EPIC Kiosk with Programming	1	1,612.63	1,612.63
ST-EP-0001.P	1U Rackmount Appliance for EPIC System with Programming	1	5,861.51	5,861.51
EP-0105.P	CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power)	1	713.08	713.08
EP-0009	EPIC System Platform License	1	3,672.86	3,672.86
EP-0010	SAFE System License (Requires EP-0009)	1	3,071.84	3,071.84
EP-0022	EPIC System Intercom Paging & Bells License (Requires EP-0009)	1	1,348.46	1,348.46
PA-0011	2U Vented Utility Shelf, For Use w/EPIC Appliance	1	75.16	75.16
PA-0024	Smart-UPS 1000VA LCD 2U 120V Battery Backup For EPIC Appliance	1	870.37	870.37
PA-0045	UPS 425VA 6-Outlet 120V for use with EPIC Kiosk	1	90.42	90.42
SP-0300	Circle Cut In 70V Loudspeaker	246	112.31	27,628.26
SE-1002	EPIC Custom Map Development Services	1	500.00	500.00
SE-1024	Engineering and Design Services	1	1,495.00	1,495.00
SE-0045	Installation of Intercom Classroom	120	405.30	48,636.00
SE-0037	Installation of 2-Way Intercom System	36	365.40	13,154.40
SE-0038	Installation of MS-300 for Common Zone Amplifier	18	214.20	3,855.60
SE-0012	Installation Lift Rental	1	550.00	550.00
EP-0035	EPIC Administrator Training	1	500.00	500.00



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Product	Description	Quantity	Price	Total
SE-0025	Travel Services	1	1,650.00	1,650.00
SP-1022	70V Wall Mount Speaker, White	114	92.25	10,516.50
AC-0004	18/2 Spooled Speaker Wire Plenum Rated Per Foot, White	34000	0.41	13,940.00
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	18	588.90	10,600.20
SP-1094	CK-4001 - Internal Horn and Enclosure Kit	8	204.25	1,634.00
AC-0002	75' Speaker Wire Plenum Rated, White	24	28.25	678.00
AC-0003	50' Speaker Wire Plenum Rated, White	3	22.61	67.83
EP-0034	EPIC Phone Integration License	1	1,014.52	1,014.52
EP-0032	InfoView Visual Messaging and Clock License (Requires EP-0009)	1	2,995.00	2,995.00
SP-1091	External 70V Horn Speaker and Enclosure	32	222.16	7,109.12
ST-EP-0128	Single - Wall Mounted Display Bundle (Requires PoE+)	6	1,052.54	6,315.24
ST-EP-0228	Double - Wall Mounted Display Bundle (Requires PoE+)	23	3,114.36	71,630.28
SE-0078	Installation of Double Display	23	399.00	9,177.00
SE-0077	Installation of Single Display	6	199.50	1,197.00
AM-3245.P	Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+)	36	985.22	35,467.92
PA-0233	Clock Guard Dynamic Displays for InfoView Clocks	2	278.36	556.72
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	120	119.04	14,284.80
ST-SP-0211	Classroom Speaker, Ceiling, 1x2 Tile Replacement, Plenum Rated, Set of 4	123	299.23	36,805.29
ST-SP-0212	Classroom Speaker, Ceiling, 1x2 Tile Replacement, Plenum Rated, Set of 2	21	149.62	3,142.02
SE-1068	SE-0023 - Install of Network Devices	452	315.00	142,380.00
SE-0080	Installation of Kiosk	1	138.60	138.60
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	5	303.83	1,519.15
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	120	717.65	86,118.00
ST-PA-9005	PA-9005 - EPIC 70 Volt Volume Control Kit	52	78.00	4,056.00
WP-0001	CK-4006 - Wall Plate, WPA-701, Ambient Mic with Decora Plate	120	89.79	10,774.80
SE-0067	SE-1065 - System Pre-Assembly - Basic	1	3,576.86	3,576.86
SE-0029	Initial On-Site Commissioning	2	2,750.00	5,500.00
SE-0031	On-Site Commissioning	6	1,094.50	6,567.00
AM-3230.P	MS-600 Optimum Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	120	1,637.52	196,502.40
SE-0066	Construction - Payment and Performance Bonding Services	1	21,383.14	21,383.14

Total Item Net Value	855,325.94 USD
Freight	25,660.00 USD
State (%)	6.00 % 0.00 USD



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County (%)	1.50 %	0.00 USD
Total		880,985.94 USD

PAEC Florida Buy Contract #23-01
Price Includes Performance Bonding

The content of this quote is confidential and is intended solely for the addressed organization. If you are not the intended recipient, any disclosure, copying, distribution, or other use of this information is prohibited.

Any install rates quoted are non-Davis Bacon/Prevailing Wage compliant, unless specifically noted within the descriptions above.

If tax exempt, sales tax will be removed upon receipt of Sales Tax Certificate.

DRAFT

Audio Enhancement Solutions Proposal



April 28, 2023

Proposal ID# 107162
SAP Quote# 44783



Dear School District of Clay County,

I want to personally thank you for inviting us to submit a proposal to School District of Clay County!

When my mother, Claudia Anderson, founded Audio Enhancement over 40 years ago, we never imagined the impact our services would have on education today. Through customer feedback, we have grown from offering classroom audio solutions to providing district-wide communication and safety technology. We have impacted over 4,000 districts, 39,000 schools, and over 1,200,000 classrooms across the world. We are excited for the opportunity to help you!

Our team focuses on hiring employees with a passion to make a difference in education. We look forward to developing a deeper partnership with School District of Clay County through building friendship and trust during the ongoing stages of your project.

It is our pleasure to submit this proposal to School District of Clay County. As with all proposals, revisions can be made at any time.

We look forward to your response and are available to answer any questions during the review process.

From all of us here at Audio Enhancement, thank you!

Sincerely yours,



Jeff Anderson

Jeff Anderson
Audio Enhancement, CEO

Notice of Confidentiality: The contents of this proposal are intended solely for the use of the addressee and their organization and contains confidential and/or privileged information and may not be disclosed to any other party without written authorization from Audio Enhancement Inc.

Making a Difference in Education

For more than forty years, Audio Enhancement has served the schools throughout the United States, providing both classroom audio enhancement systems as well as integration services for classroom technology. Audio Enhancement is headquartered in Salt Lake City Utah and has facilities in Georgia and Florida.

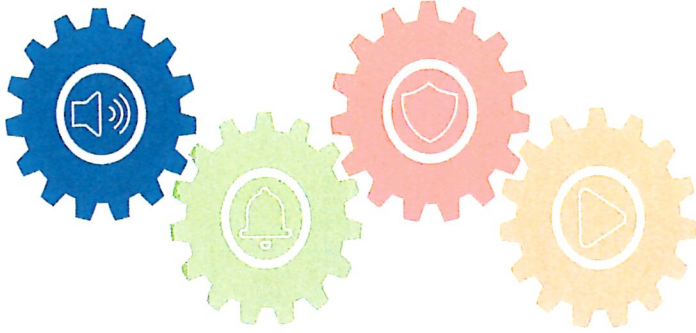
Audio Enhancement was founded in 1978 by Claudia Anderson around the simple idea that "learning begins with hearing." Having two hearing impaired children; the first Audio Enhancement systems were designed specifically for the hearing impaired. Early in our history, technological advancements made it possible to also provide whole classroom sound systems, benefiting all students. Audio Enhancement has been the innovator and leader in this field.

By 2004, it was clear that classroom audio enhancement systems were a key part of the overall technology landscape in the classroom. Based on our high level of support, outstanding customer service, and training that was provided for the audio systems, several school districts came to us and requested that we expand our product offerings. Based on these requests, we undertook an initiative to increase our capabilities in order to provide a complete integrated technology package for the classroom. These offerings include display devices, control, video/audio playback devices and interactive technologies. By utilizing the principles developed over thirty years of providing classroom audio systems to the schools, we were able to provide both technical integration, teacher in-servicing, training, and professional development to help the schools ensure the success of their technology goals.

Moving the company forward, in 2008, Audio Enhancement was incorporated: Jeff Anderson, President and CEO, Jennifer Crum, CFO, Jeremy Anderson, CAO and Justin Anderson, COO. Today, the Audio Enhancement product line improves student achievement, decreases teacher vocal fatigue and absenteeism, and creates positive student behavior. Audio Enhancement systems also increase focus and attention and supports classroom management.



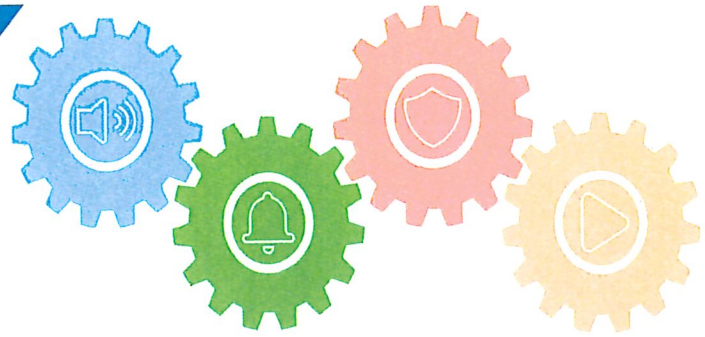
The Anderson Family



Classroom Audio

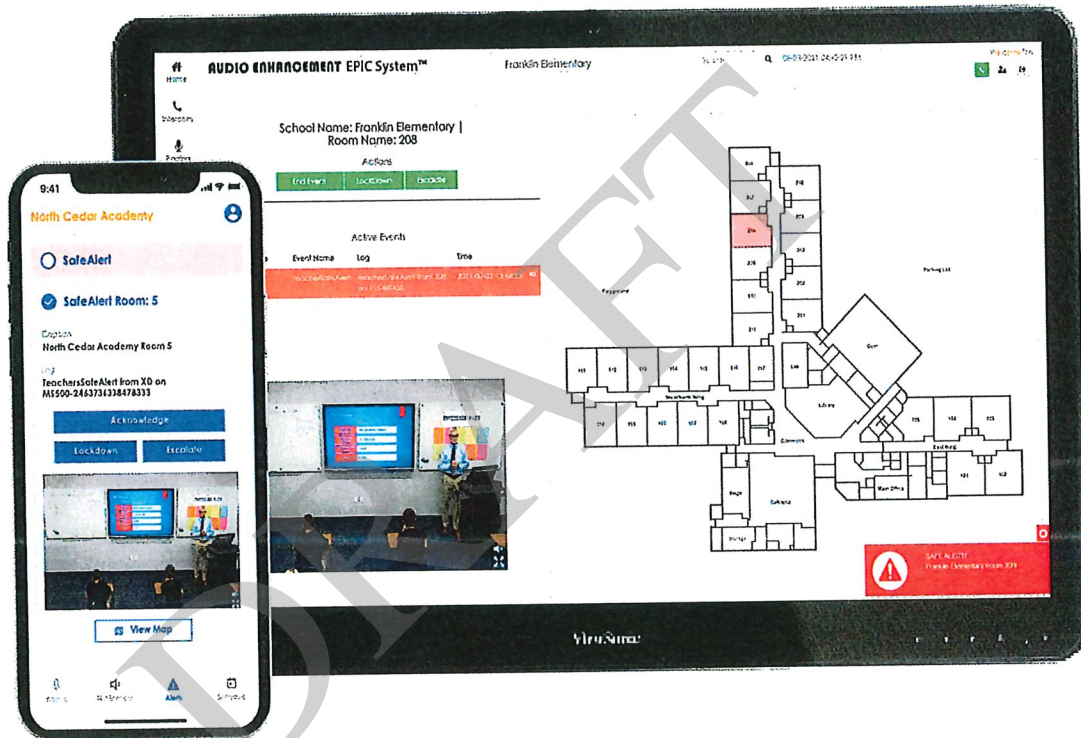
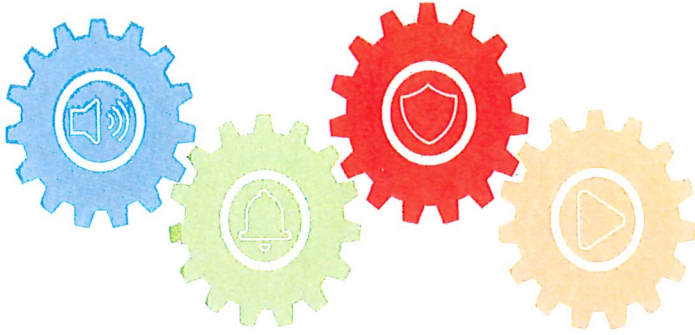
A classroom Audio Enhancement system provides teachers with benefits seen in documented sound field system research with the consistency and clarity of the newest classroom technology—XD Audio. Teachers wear an XD Microphone with confidence of zero signal drop-outs. This delivers their voices to each student as clearly as if the teacher were sitting right next to them. With Classroom Audio, you can expect more time on task, fewer behavior issues, less teacher verbal repetition, and better content understanding. These provide an increase in actual instructional time, one thing every teacher can use more of. Clear and equitably distributed audio in the classroom contributes to the overall quality of instruction, targeting gaps in learning.

EPIC System



EPIC System

EPIC System allows schools to effectively and efficiently manage and schedule student movement within the school. By customizing bells and announcements on an individual classroom level, schools can eliminate unnecessary distractions to the learning environment, maximizing allocated learning time. EPIC system can be controlled from the Kiosk or the EPIC mobile app. Optional InfoView expands your EPIC System to include customizable classroom clocks, visual emergency notifications, and digital signage around your campus.



SAFE System

SAFE System™ (Signal Alert For Education) System™ is an alert and notification solution that connects teachers and classrooms to first responders for quick response and communication. The integration of SAFE System with our teacher microphone gives teachers a personal duress button to send alerts instantly from anywhere in the school. Office staff can discreetly acknowledge the alert, letting teachers know that help is on the way. The web-based interface gives administrators the ability to provide direction and maintain situational awareness of the entire campus, even in the most challenging emergency conditions. Give everyone on your campus peace of mind with the reassurance that SAFE is ready when seconds count.

Selected Systems and Products

Optimum System

QTY - 96

COMPATIBILITY



The MS-600 is a fully integrated networked classroom amplifier and wireless microphone receiver, and a central component in the Optimum Classroom System. This amplifier has network-based intercom, paging and emergency notification, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE). Intercom and paging functionalities are built-in.

INCLUDED COMPONENTS



XD Teacher Box with Teacher Pendant Microphone



Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)



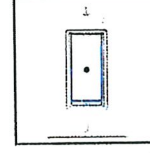
Wiring Bundle for Optimum Amplifier with Integrated XD Receiver



Classroom Speaker, Ceiling 1x2, Set of 4



Interactive Touch Controller Bundle with Programming



Wall Plate, WPA-701, Ambient Mic with Decora Plate

Full System Product Details

XD Teacher Box with Teacher Pendant Microphone, Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+), Wiring Bundle for Optimum Amplifier with Integrated XD Receiver, Classroom Speaker, Ceiling 1x2, Set of 4, Interactive Touch Controller Bundle with Programming, Wall Plate, WPA-701, Ambient Mic with Decora Plate,

EPIC Head End System

QTY - 01

COMPATIBILITY



Everything you need in order for an EPIC System central head-end.



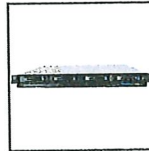
INCLUDED COMPONENTS



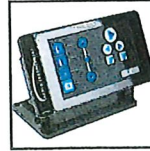
Grandstream GXP2130 Enterprise Phone including Programming



EPIC Kiosk with Programming



EPIC Server with Programming



CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power)



EPIC System Platform License



SAFE System License (Requires EP-0009)

+ More

Full System Product Details

Grandstream GXP2130 Enterprise Phone including Programming, EPIC Kiosk with Programming, EPIC Server with Programming, CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power), EPIC System Platform License, SAFE System License (Requires EP-0009), EPIC System Intercom Paging & Bells License (Requires EP-0009), 2U Vented Utility Shelf, For Use w/EPIC Appliance, Smart-UPS 1000VA LCD 2U 120V Battery Backup For EPIC Appliance, UPS 425VA 6-Outlet 120V for use with EPIC Appliance, EPIC Development Services, Engineering and Design Services, EPIC Administrator Training, EPIC Phone Integration License, InfoView Visual Messaging and Clock License (Requires EP-0009),

8 Spkr Optimum System

QTY - 03

COMPATIBILITY

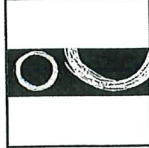


The MS-600 is a fully integrated networked classroom amplifier and wireless microphone receiver, and a central component in the Optimum Classroom System. This amplifier has network-based intercom, paging and emergency notification, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE). Intercom and paging functionalities are built-in.

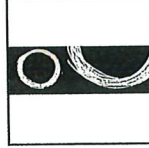
INCLUDED COMPONENTS



XD Teacher Box with Teacher Pendant Microphone



75' Speaker Wire Plenum Rated, White



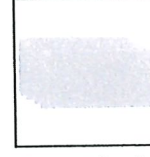
50' Speaker Wire Plenum Rated, White



Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)



Wiring Bundle for Optimum Amplifier with Integrated XD Receiver



Classroom Speaker, Ceiling 1x2, Set of 4

+ More

Full System Product Details

XD Teacher Box with Teacher Pendant Microphone, 75' Speaker Wire Plenum Rated, White, 50' Speaker Wire Plenum Rated, White, Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+), Wiring Bundle for Optimum Amplifier with Integrated XD Receiver, Classroom Speaker, Ceiling 1x2, Set of 4, Classroom Speaker, Ceiling 1x2, Set of 4, Interactive Touch Controller Bundle with Programming, Wall Plate, WPA-701, Ambient Mic with Decora Plate,

Visual Messaging Display

QTY - 04

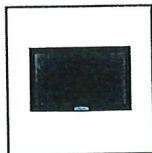
COMPATIBILITY



The EPIC System InfoView Display is a display device specifically designed for the K-12 campus. With a PoE powered 22" Full HD display. This high-performance, energy-efficient, world-class Digital Signage Systems deliver power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning.



INCLUDED COMPONENTS



Single - Wall Mounted Display Bundle (Requires PoE+)

Full System Product Details

Single - Wall Mounted Display Bundle (Requires PoE+),

Hallway Visual Messaging Display

QTY - 23

COMPATIBILITY



The EPIC System InfoView Display is a display device specifically designed for the K-12 campus. With a PoE powered 22" Full HD display. This high-performance, energy-efficient, world-class Digital Signage Systems deliver power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning

INCLUDED COMPONENTS



Double - Wall Mounted Display Bundle (Requires PoE+)

Full System Product Details

Double - Wall Mounted Display Bundle (Requires PoE+),

Gym Visual Messaging Display

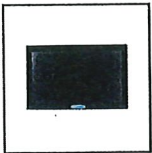
QTY - 02

COMPATIBILITY

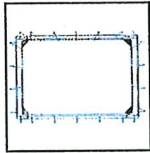


The EPIC System InfoView Display is a display device specifically designed for the K-12 campus. With a PoE powered 22" Full HD display. This high-performance, energy-efficient, world-class Digital Signage Systems deliver power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning.

INCLUDED COMPONENTS



Single - Wall Mounted Display Bundle (Requires PoE+)



Clock Guard Dynamic Displays for InfoView Clocks

Full System Product Details

Single - Wall Mounted Display Bundle (Requires PoE+), Clock Guard Dynamic Displays for InfoView Clocks,

6 Spkr Optimum System

QTY - 21

COMPATIBILITY

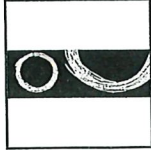


The MS-600 is a fully integrated networked classroom amplifier and wireless microphone receiver, and a central component in the Optimum Classroom System. This amplifier has network-based intercom, paging and emergency notification, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE). Intercom and paging functionalities are built-in.

INCLUDED COMPONENTS



XD Teacher Box with Teacher Pendant Microphone



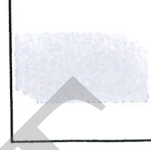
75' Speaker Wire Plenum Rated, White



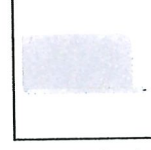
Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)



Wiring Bundle for Optimum Amplifier with Integrated XD Receiver



Classroom Speaker, Ceiling 1x2, Set of 4



Classroom Speaker, Ceiling 1x2, Set of 2

+ More

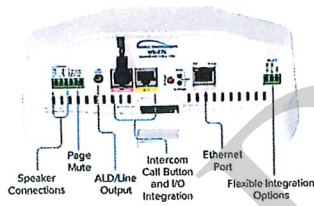
Full System Product Details

XD Teacher Box with Teacher Pendant Microphone, 75' Speaker Wire Plenum Rated, White, Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+), Wiring Bundle for Optimum Amplifier with Integrated XD Receiver, Classroom Speaker, Ceiling 1x2, Set of 4, Classroom Speaker, Ceiling 1x2, Set of 2, Interactive Touch Controller Bundle with Programming, Wall Plate, WPA-701, Ambient Mic with Decora Plate,

MS-375 Network Interface

QTY - 36

COMPATIBILITY



The MS-375 is a network interface used to expand the range of the XD microphones non-paired SAFE Alert process. The entire unit is Powered over Ethernet (PoE). The unit can be placed in areas of the campus that are not densely covered by other classroom systems. (i.e. in the physical fitness area of a large Middle School or High School). The non-paired alert process allows any Audio Enhancement XD Teacher Microphone to activate a SAFE Alert from anywhere on the campus, even if they are out of ra

INCLUDED COMPONENTS



Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+)

Full System Product Details

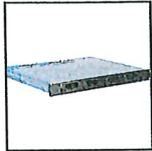
Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+).



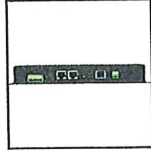
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 4 X 250W 70V - 1U



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

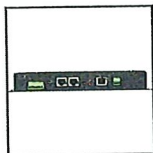
EPIC Common Zone Amplifier 4 X 250W 70V - 1U, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE).

Admin Exterior (Admin amp)

QTY - 01

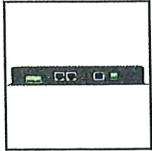
COMPATIBILITY



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE),

Bldg 1 Exterior (Admin amp)

QTY - 01

COMPATIBILITY



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



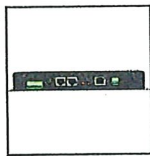
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



Bldg 4

QTY - 01

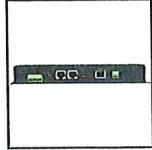
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



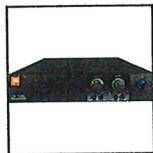
Bldg 4 Exterior

QTY - 01

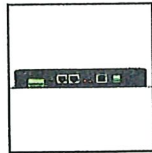
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



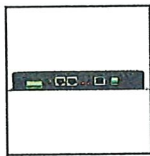
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

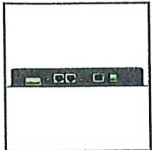
Full System Product Details

EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.

INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE),

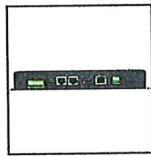


MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.

INCLUDED COMPONENTS



EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE),



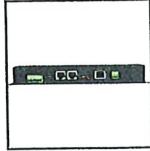
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK



MS-300 Network Interface with Programming (Requires PoE)

Full System Product Details

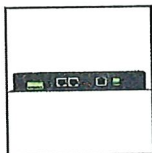
EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK, MS-300 Network Interface with Programming (Requires PoE).



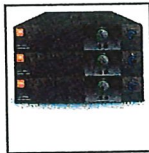
MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,

Restroom 1

QTY - 01

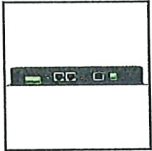
COMPATIBILITY



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,

Restroom 2

QTY - 01

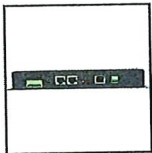
COMPATIBILITY



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK,

Portable A

QTY - 01

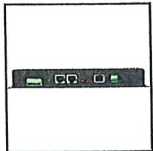
COMPATIBILITY



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1X 40W 70V, 1U HALF-RACK,

Portable B

QTY - 01

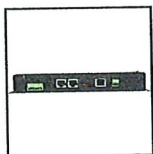
COMPATIBILITY



MS-300 Network Interface with 7' Cat6 & 3.5 to RCA Cables (KIT) used for paging. Also includes a variety of 70v Amplifier for areas with multiple 70v speakers like hallways, gyms, internal/external horns etc. Add optional wall plate for 2 way calling functionality.



INCLUDED COMPONENTS



MS-300 Network Interface with Programming (Requires PoE)



EPIC Common Zone Amplifier 1X 40W 70V, 1U HALF-RACK

Full System Product Details

MS-300 Network Interface with Programming (Requires PoE), EPIC Common Zone Amplifier 1X 40W 70V, 1U HALF-RACK,

Selected Systems and Products

Circle Cut In 70V Loudspeaker

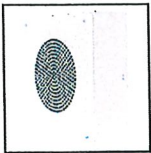
QTY - 246



The EPIC 70V Ceiling Speaker is a fully assembled speaker assembly, with back can and speaker grill. The speaker has a tuned ported enclosure that provides superior bass response while maintaining a very high sensitivity. The transformer tap selector is easily accessible on the side of the speaker. Metal speaker back meets UL 2043 criteria for plenum installation.

70V Wall Mount Speaker, White

QTY - 114



70V Wall Mount Speaker in white.

Indoor Angled 70V Horn Speaker and Enclosure

QTY - 08



This kit includes one 70 Volt H16 SVP angled front speaker and one SE2WVP slanted enclosure.

External 70V Horn Speaker and Enclosure

QTY - 32



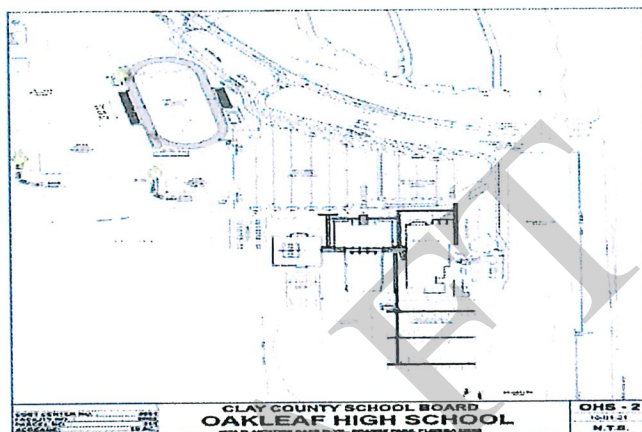
The SYSTEM 6VPS is a complete, vandal resistant horn assembly featuring a double re-entrant, compression horn with an integrated 16W, 25/70V, multi-tap transformer that is mounted on a vandal resistant, stainless steel baffle. It also includes a square, heavy gauge stainless steel, surface mount enclosure.

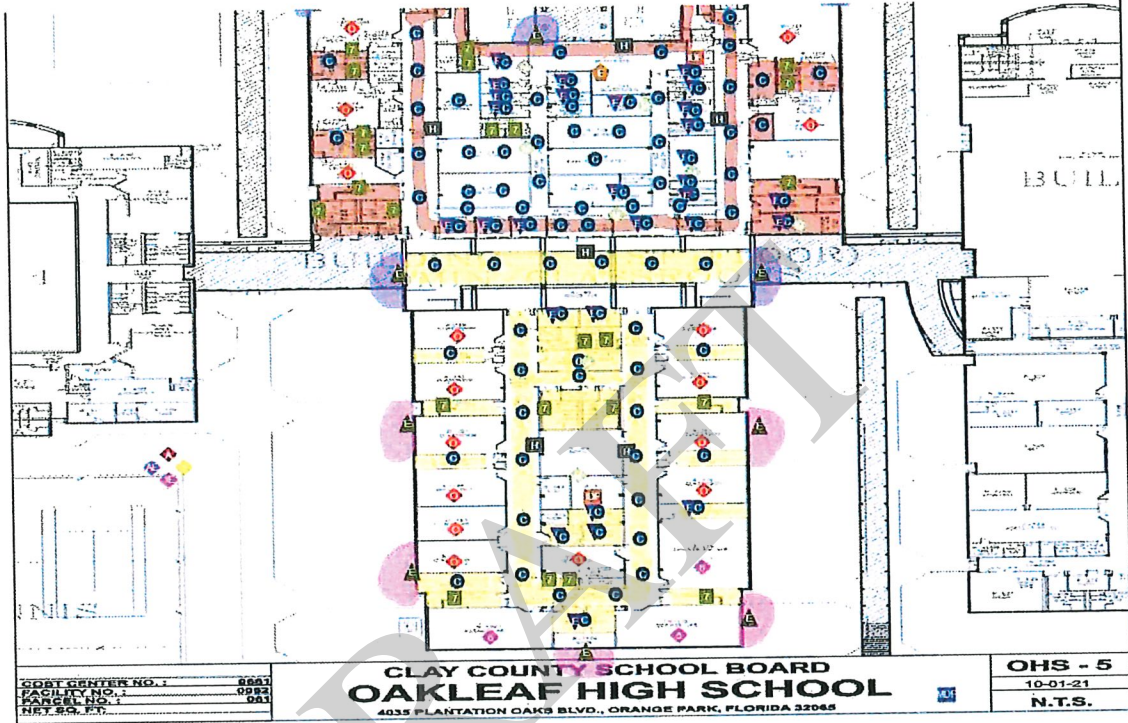
EPIC 70V Volume Control Assembly

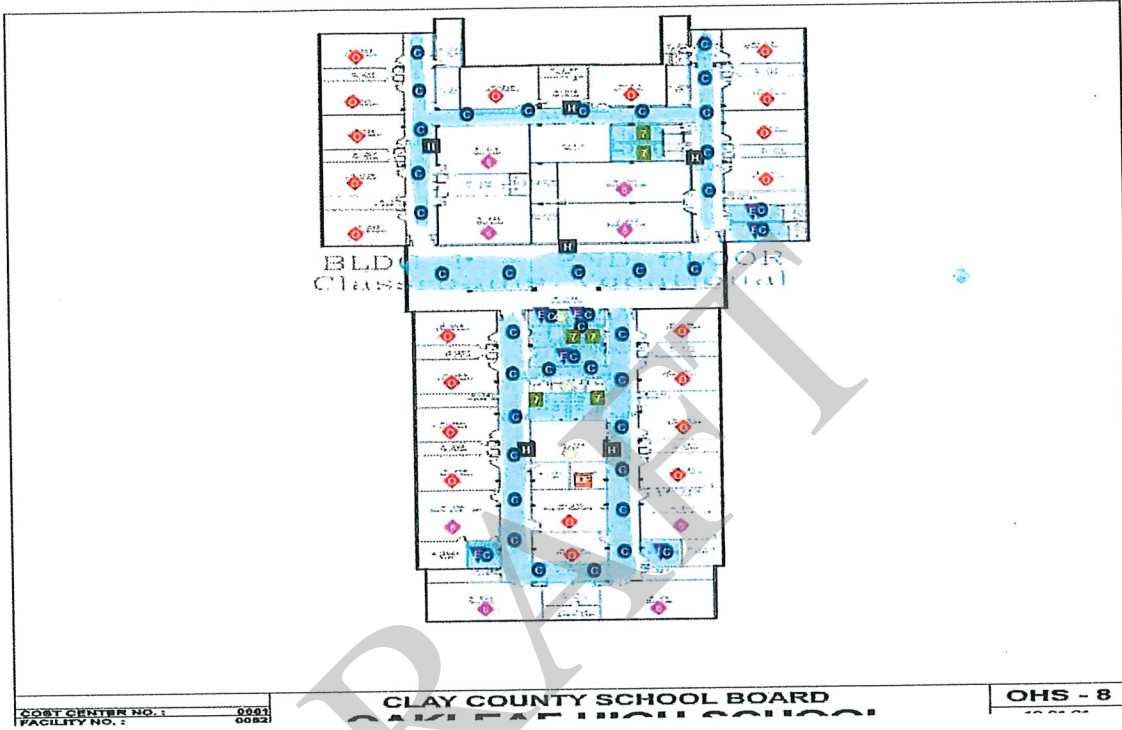
QTY - 52

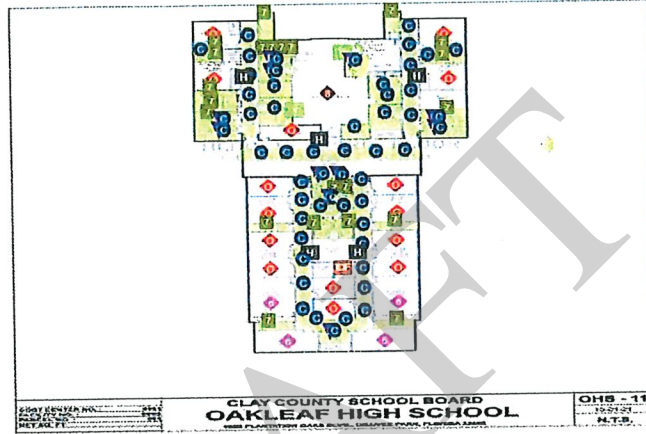


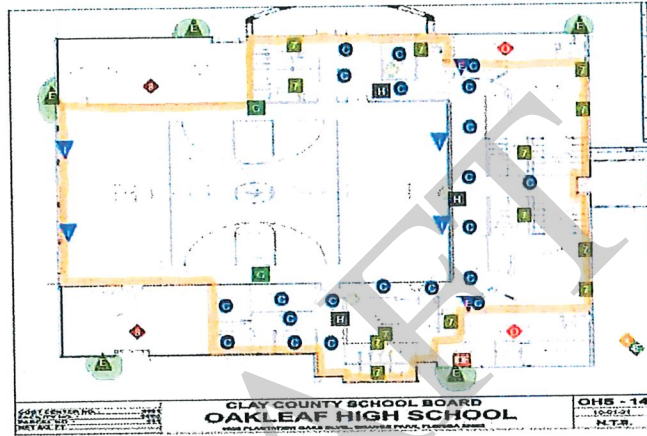
EPIC 70 Volt Volume Control Assembly includes the Control, 1" Raceway, and Surface Mount box.

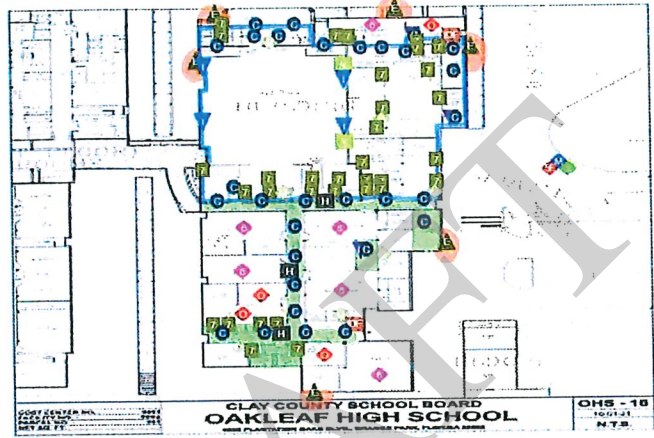




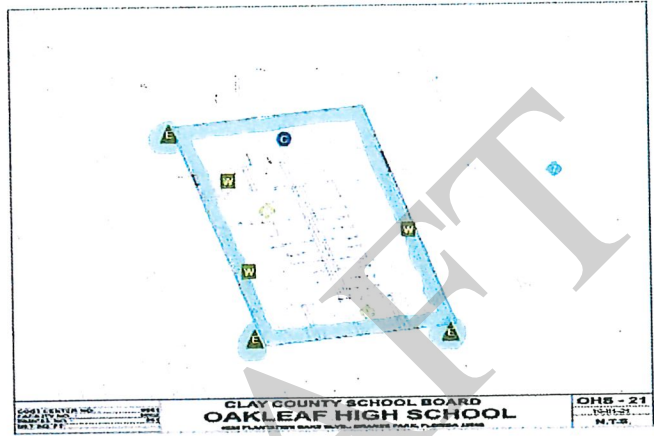


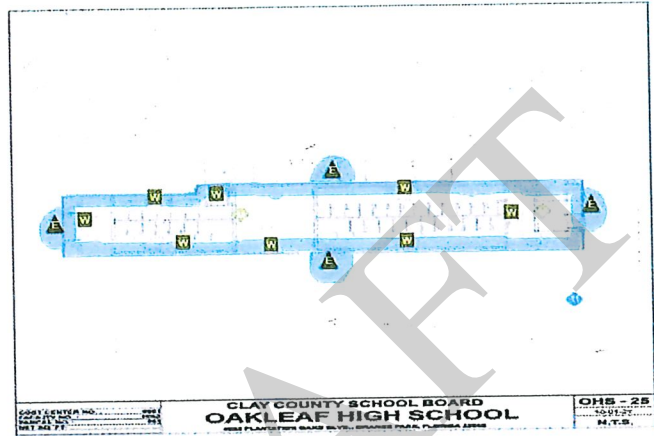




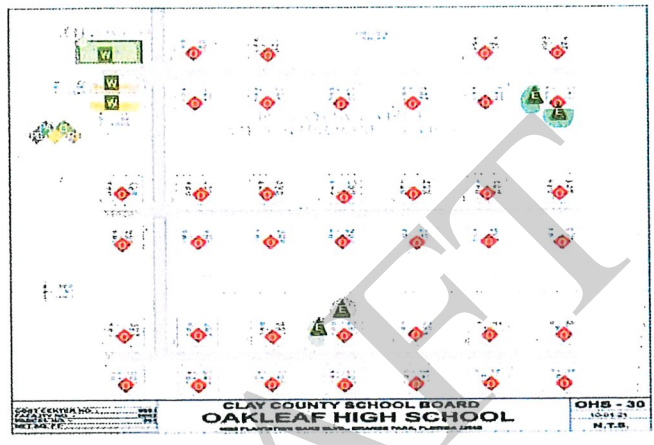


DRY





DRAFT



Audio Enhancement, Inc. is pleased to offer the following warranty.

A standard Five (5) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the IR and XD teacher and student microphone, XD receiver (K-SRC14), CA-30, CA-60, GL-300, Hydra II, XDSolo™, BEAM, BEAM Pro, Handheld Microphone Holder, and Ceiling and Wall speakers ("Audio Enhancement Products"). The Limited Warranty applies only if: (1) the Audio Enhancement Products are installed according to manufacturer's instruction provided to Customer and (2) the Audio Enhancement Products are not misused or abused, and there is no evidence of mishandling, neglect, modification, or repair without the approval of Audio Enhancement.

A standard three (3) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the EduCam360, EduCam 360-A, EduCam360-B, EduCam360-C, EduCamPTZ, EduCamPTZ-B, MS-1000 Monitoring Station (MS-1000), AVConnect (HDBaseT), SAFE System, EPIC System Server, MS-300, MS-500, and CLAUDIA. The Limited Warranty applies only if (1) the Audio Enhancement product is installed according to manufacturer's instructions and by an Audio Enhancement certified installer and (2) the Audio Enhancement Products are not misused or abused, and there is no evidence of mishandling, neglect, modification, or repair without the approval of Audio Enhancement.

A standard one (1) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on our General Electronics (including but not limited to: NVRs, Classroom Wall Box, MS-400, Hydra Adapter (SC-12-24VACDC), Wall Plate Accessories (WPA), Alert Notification Button, Mic360™, UPS (Uninterrupted Power Supply)), specialty cables and adapters, EPIC System Console Touchscreen, Server Drives, and EPIC System Console Paging Microphone. The Limited Warranty applies only if (1) the General Electronics is installed according to manufacturer's instructions and by an Audio Enhancement certified installer and (2) the General Electronics has not been misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of the manufacturer.

The EduCam390 camera SD card and 'AA' NiMH and lithium-ion batteries supplied by Audio Enhancement, Inc., carry a 90-day warranty from date of purchase.

The following is not included under this Limited Warranty: (1) Misuse or abuse by the Customer; (2) normal wear and tear; (3) physical damage to Audio Enhancement's Products because of unreasonable use and/or negligence; and (4) damage caused by service or repairs by the customer or a person who is not authorized for such service or repairs by Audio Enhancement.

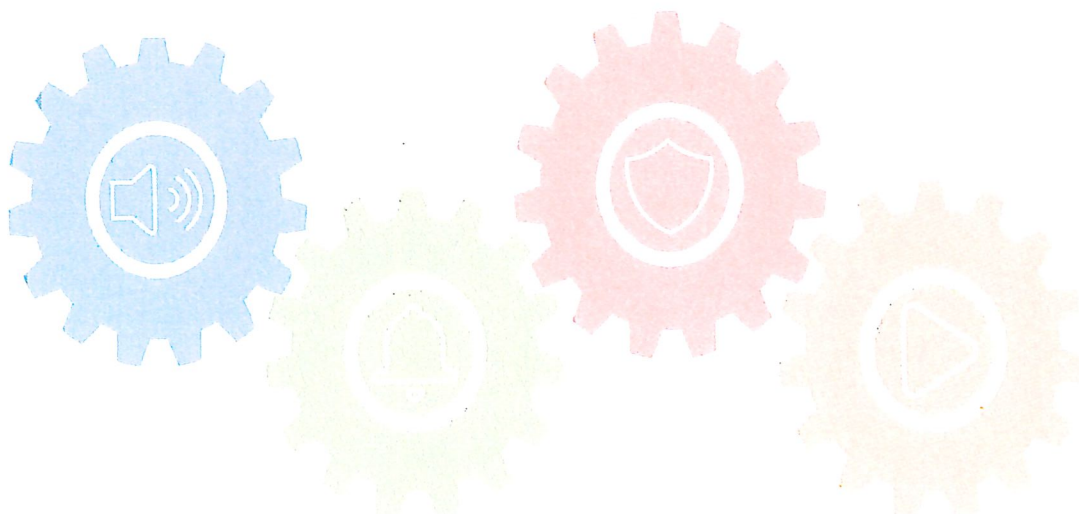
This Limited Warranty is provided by Audio Enhancement, and it contains the only express warranty provided to Customer by Audio Enhancement. Audio Enhancement does not authorize any other person, including distributors, to give any other warranties on

Audio Enhancement's behalf. The repair or replacement as provided under the express limited warranty is the sole and exclusive remedy of the Customer and Audio Enhancement's sole and exclusive liability hereunder.

Audio Enhancement disclaims any express warranty not provided herein and any implied warranty, guarantee, or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. In no event shall Audio Enhancement be liable, whether in contract, tort (including negligence) or otherwise, for damages more than the purchase price of the product giving rise to the damages, or for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages of any kind. Audio Enhancement further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary, or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of Audio Enhancement's products.

Audio Enhancement shall bear no responsibility or obligation with respect to the manner of use of any equipment sold by Audio Enhancement.

Audio Enhancement specifically disclaims and negates any warranty of fitness for a particular purpose of such equipment including, without limitation, any warranty that the use of such equipment for any purpose will comply with applicable laws and regulations or overcome any specific hearing/auditory processing deficit. When returning units for service, use adequate packaging to prevent shipping damage. Shipping damage is not covered under warranty.



Technical Support

Audio Enhancement Technical Support Representatives are available to assist by phone, chat, and email. With offices in West Jordan, Utah; Apopka, Florida; and Alpharetta, Georgia, we offer additional regional resources to ensure our local customers have all the support to meet their needs. Here is our companies technical support information and FAQ's.

Contact Support:

Hours: Monday-Friday 8:00am-7:00pm EST.

Phone: 800.932.3578

Email: Support@AudioEnhancement.com

Chat and RMA: www.AudioEnhancement.com/Support/

Additional Support:

Training Website: www.training.AudioEnhancement.com

YouTube Site: www.youtube.com/user/AudioEnhancementInc

Support Levels:

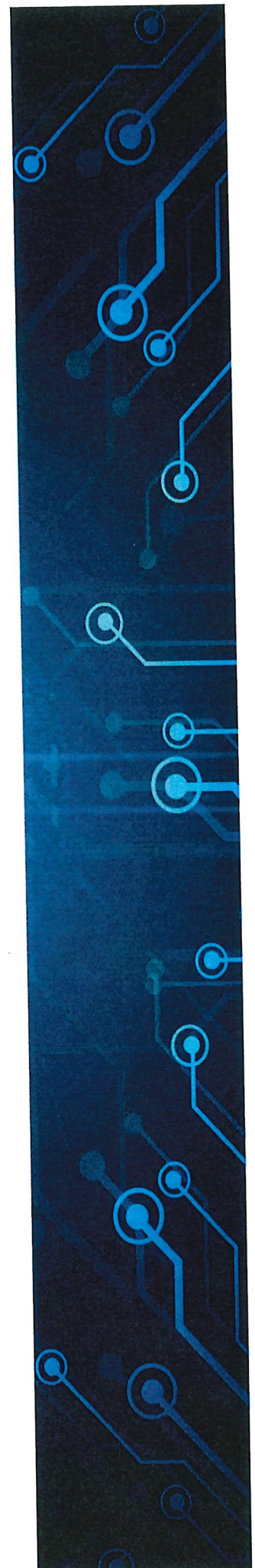
Level 1 Level 1 support is for basic audio systems. Tickets are created when a phone call is made, RMA is submitted, or an email is sent to support. Level 1 support services include troubleshooting with microphones, batteries, cabling, volume levels, information requests, and basic EPIC troubleshooting and setup.

Level 2 When a higher level of support is required, tickets are escalated to Level 2 support. This type of support includes advanced audio troubleshooting. Enhanced EPIC support including device configuration, SIP integration, LDAP integration, and configuration of VIEWPath and VIEWPath Live.

Level 3 Level 3 support is for final escalations and is handled by Audio Enhancement engineers and developers with 10+ years of experience.

Additional Support Personnel:

Audio Enhancement headquarters is located in West Jordan, Utah with two satellite offices in Apopka, Florida and Alpharetta, Georgia. Between our three offices and field services reps across the country, Audio Enhancement can provide additional onsite support when needed.



BoM 1

Part#	Product Name	Qty
	Category : Classroom Equipment	
	System : Optimum System	
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	96
AM-3230.P	Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	96
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	96
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	96
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	96
WP-0001	Wall Plate, WPA-701, Ambient Mic with Decora Plate	96
	System : 8 Spkr Optimum System	
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	3
AC-0003	50' Speaker Wire Plenum Rated, White	3
AM-3230.P	Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	3
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	3
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	3
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	3
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	3
WP-0001	Wall Plate, WPA-701, Ambient Mic with Decora Plate	3
	System : 6 Spkr Optimum System	
ST-XD-9025	XD Teacher Box with Teacher Pendant Microphone	21
AM-3230.P	Optimum MS-600 Amplifier with Integrated XD Receiver with Programming (Requires PoE+)	21
CK-4011	Wiring Bundle for Optimum Amplifier with Integrated XD Receiver	21
ST-SP-0211	Classroom Speaker, Ceiling 1x2, Set of 4	21
ST-SP-0212	Classroom Speaker, Ceiling 1x2, Set of 2	21
ST-PA-8010.P	Interactive Touch Controller Bundle with Programming	21
WP-0001	Wall Plate, WPA-701, Ambient Mic with Decora Plate	21
	System : MS-375 Network Interface	
AM-3245.P	Network Interface SAFE Alert Extender and 2-Way Intercom with Programming (Requires PoE+)	36
	Category : EPIC System School Equipment	
	System : EPIC Head End System	
PA-0095.P	Grandstream GXP2130 Enterprise Phone including Programming	1
EP-0020.P	EPIC Kiosk with Programming	1
ST-EP-0001.P	EPIC Server with Programming	1
EP-0105.P	CLAUDIA - EPIC Front Office Media Player with Programming (Requires AC Power)	1

Part#	Product Name	Qty
PA-0011	2U Vented Utility Shelf, For Use w/EPIC Appliance	1
PA-0024	Smart-UPS 1000VA LCD 2U 120V Battery Backup For EPIC Appliance	1
PA-0045	UPS 425VA 6-Outlet 120V for use with EPIC Kiosk	1
	System : 8 Spkr Optimum System	
AC-0002	75' Speaker Wire Plenum Rated, White	3
	System : 6 Spkr Optimum System	
AC-0002	75' Speaker Wire Plenum Rated, White	21
	System : Admin	
ST-AM-1025	EPIC Common Zone Amplifier 4 X 250W 70V - 1U	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 (Admin amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Admin Exterior (Admin amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 Exterior (Admin amp)	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 Floor 2	
AM-1001	EPIC Common Zone Amplifier 2 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 1 Floor 3	
AM-1011	EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 4	
AM-1011	EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 4 Exterior	
AM-1010	EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Multi-purpose	
AM-1011	EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 5	
AM-1011	EPIC Common Zone Amplifier 2 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 5 Exterior (Bldg 5 amp)	

Part#	Product Name	Qty
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 7	
AM-1003	EPIC Common Zone Amplifier 1 X 80W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Bldg 11	
AM-1010	EPIC Common Zone Amplifier 1 X 120W 70V, 1U HALF-RACK	1
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
	System : Greenhouse	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Restroom 1	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Restroom 2	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Portable A	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	System : Portable B	
ST-AM-8003.P	MS-300 Network Interface with Programming (Requires PoE)	1
AM-1002	EPIC Common Zone Amplifier 1 X 40W 70V, 1U HALF-RACK	1
	Miscellaneous	
SP-0300	Circle Cut In 70V Loudspeaker	246
SP-1022	70V Wall Mount Speaker, White	114
SP-1094	Indoor Angled 70V Horn Speaker and Enclosure	8
SP-1091	External 70V Horn Speaker and Enclosure	32
ST-PA-9005	EPIC 70V Volume Control Assembly	52
AC-1027	MS-300 to Amplifier Cable	4
	Category : InfoView Equipment	
	System : Visual Messaging Display	
ST-EP-0128	Single - Wall Mounted Display Bundle (Requires PoE+)	4
	System : Hallway Visual Messaging Display	
ST-EP-0228	Double - Wall Mounted Display Bundle (Requires PoE+)	23
	System : Gym Visual Messaging Display	

Part#	Product Name	Qty
ST-EP-0128	Single - Wall Mounted Display Bundle (Requires PoE+)	2
PA-0233	Clock Guard Dynamic Displays for InfoView Clocks	2
	Category : Services	
	System : EPIC Head End System	
SE-1002	EPIC Custom Map Development Services	1
SE-1024	Engineering and Design Services	1
	Category : Software Licensing	
	System : EPIC Head End System	
EP-0009	EPIC System Platform License	1
EP-0010	SAFE System License (Requires EP-0009)	1
EP-0022	EPIC System Intercom Paging & Bells License (Requires EP-0009)	1
EP-0034	EPIC Phone Integration License	1
EP-0032	InfoView Visual Messaging and Clock License (Requries EP-0009)	1
	Category : Training	
	System : EPIC Head End System	
EP-0035	EPIC Administrator Training	1



Quote **44783**

Additional BOM Items

Part#	Product Name	Qty
	Category : EPIC System School Equipment	
AC-0004	Speaker Wire Plenum Rated	3400 0
	Category : Services	
SE-0012	Lift Rental	1
SE-0067	Optional Contingency	416
SE-1068	Installation of 70V Equipment	452
SE-0032	Commissioning Per Room	139
SE-0080	Installation of Kiosk	1
SE-0045	Installation of Intercom Classroom	120
SE-0025	Travel Services	1
SE-0077	Installation of Single Display	6
SE-0078	Installation of Double Display	23
SE-0037	Installation of 2-Way Intercom System	36
SE-0038	Installation of MS-300 for Common Zone Amplifier	18

DRAFT

Project Information

- **Project Summary ***
Oakleaf HS
- **Request design team to design your school? ***
Yes
- **Will this project be using a Contract? ***
Text
- **Will Audio Enhancement be Installing? ***
Yes
- **Site Status at Any Point During Implementation ***
Text

This proposed design was finalized by Audio Enhancement. The customer approval of original design was bypassed by Taylor Noyes at 28 Apr, 2023 7:07 PM.

Explanation:

Bypass approved, Bypassed by Taylor Noyes on 28 Apr, 2023 7:07 PM



**Florida BUY
Panhandle Area Educational Consortium
RFP: Technology Catalog Solutions
#23-01**

**Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428
Attn: Tori Baxley**

**Due Date:
September 8th, 2022
3:00PM CST**

Submitted by:
Audio Enhancement
9858 S. Audio Drive
West Jordan, UT 84081
800-383-9362

9858 S. Audio Drive, West Jordan, UT 84081 • Phone 1.800.383.9362 •



AUDIO ENHANCEMENT



Customizable solutions to support learning: classroom audio, cameras, safety alerts & schoolwide communication.

[Click Here to Visit Website](#)

Supplier Information

Address

9858 S Audio Drive
West Jordan, UT 84081

Gary Evans

Senior Sales Director
861-635-3076
[Email Gary](#)

Spencer Anderson

Regional Sales Director
801-819-6990
[Email Spencer](#)

Contract Information

Cooperative Name

Florida Buy State Cooperative Purchasing

Contract Name

Technology Catalog Solutions

Contract Number

23-119

Lead Agency

Washington County Florida School District

Contract Term

11/15/2022 - 11/15/2023

Extension Details

Contract recommended for approval in November 2022. Extensions possible through November 2027.

Categories

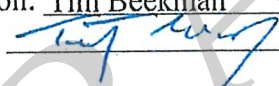
• TECHNOLOGY

DRAFT

Attachment 7
Florida Buy State Cooperative Purchasing Agency
Technology Catalog Solutions
RFP #23-01
CONTRACT OFFER AND AWARD

OFFER TO BE COMPLETED BY RESPONDENT


In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondent's and Technical Specification and being familiar with all the conditions surrounding the proposed project, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award. This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program.


Company Name: Audio Enhancement, Inc.
Address: 9858 S Audio Drive Phone Number: (800) 383-9362
City: West Jordan State: Utah Zip: 84081
Contract Contact Person: Tim Beekman Email: tim.beekman@audioenhancement.com
Authorized Signature:  Date: 08/23/2022

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY
BY THE LEAD AGENCY OF FLORIDA BUY STATE COOPERATIVE
PURCHASING**

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on 11/15/22. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Respondent, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County FL School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature  Date 11/22/22

Agency Executive: John T. Selover, Executive Director, PAEC: Signature  Date 11/15/22

PAEC BD 10/12/22
WCSB 11/14/22

Contract #: 23-119

Services Offered

Audio Enhancement is proposing to collaborate with Florida Buy – Panhandle Area Educational Consortium Purchasing Agency on the following services that apply to the categories audiovisual and instructional solutions, classroom audio, speakers, amps, video cameras, other related devices, and digital signage mentioned in this RFP.

Classroom Audio



Classroom Audio

With solutions to distribute sound and provide hands-free instruction, Audio Enhancement's Audio Solutions give classrooms and teachers a robust system that can be customized to fit specific needs. Wireless microphones provide hands free instruction and boost student confidence to speak up and participate in class. Revolutionary audio technology distributes sound throughout the classroom to amplifiers and speakers. Powerful sound technology helps students hear anywhere in the classroom and supports dynamic multimedia lessons.

EPIC System



EPIC System

EPIC (Education Paging & Intercom Communications) System™ gives administrative staff control of bells, paging, intercom and alert notification systems throughout the school. The EPIC System Console includes a Touchscreen Monitor with all the necessary tools for managing schoolwide communication.

SAFE System



SAFE System

An increasingly important priority in education is an extra level of safety and assurance for schools, classrooms, and the people in them. SAFE (Signal Alert For Education) System™ from Audio Enhancement, Inc. connects teachers and classrooms to first responders for quick response and communication. This revolutionary system relays urgent information about incidents for just-in-time help and safety. Classroom microphones and alert buttons help teachers discreetly notify the right people at the right time of a potential incident or accident. Now incorporating XD Technology, alerts can be sent from areas outside the classroom, like hallways, gymnasiums, cafeterias, and even outside.

VIEWpath



VIEWpath

An innovative classroom camera setup to record, store, and deliver lessons. VIEWpath® (Video Interactive Education Window) gives teachers the ability to record, collaborate, and share their lessons. Through teacher-controlled cameras and recordings, teachers can become more innovative practitioners and hone their craft through self and peer reflections. Utilizing cameras, teachers can provide digital learning opportunities anytime, anywhere.



AUDIO SOLUTIONS

Audio Enhancement, Inc. was founded on the belief that learning begins with hearing. Classroom audio is at the core of everything we do. Each Classroom Audio System delivers the teacher's natural voice and multimedia audio to every student in the room at an enhanced, soothing volume. Our flexible Classroom Audio Systems can be used in any learning environment.

HOW AUDIO SOLUTIONS WORK



SPEAK

Wireless microphones provide hands free instruction and boost student confidence to speak up and participate in class.



DISTRIBUTE

Revolutionary audio technology distributes sound throughout the classroom to amplifiers and speakers.



HEAR

Powerful sound technology helps students hear anywhere in the classroom and supports dynamic multimedia lessons.

Audio Solutions HIGHLIGHTS

PORTABLE AUDIO SYSTEMS

Our BEAM and other portable Audio Enhancement Solutions are designed to work effortlessly with our classroom audio microphones. This allows teachers to instruct anywhere in the room, while still delivering quality intelligible audio.



XD TEACHER AND HANDHELD MICROPHONES

The XD Handheld and Teacher Microphones are lightweight, simple to use. In addition to distributing voices, the teacher microphone can control the amplifier and initiate a silent alert signal.



INSTALLED AUDIO SYSTEMS

With solutions to distribute sound and provide hands-free instruction, Audio Enhancement's Audio Solutions give classrooms and teachers a robust system that can be customized to fit specific needs.



"The sound system is just amazing! I am already feeling the effects of not having to speak any louder than a normal talking voice when I teach and my students feel like I am always within range. Their attention has increased tenfold."

- Kim Edwards, Teacher from Mark West Union School District in California

LEARN MORE about how
AUDIO SOLUTIONS CAN ENHANCE LEARNING

Page 571 of 589

VISIT www.AudioEnhancement.com or CALL 800.383.9362



EPIC System™

Education Paging & Intercom Communications

EPIC System provides an easy-to-use interface, accessible on any device with a web browser that integrates with each school's LDAP/Active Directory Server. Customizable role management gives administrators full control over each user's accessibility. Whatever the need may be, EPIC System provides options to make schoolwide communication uniquely tailored for any school.

BENEFITS OF THE EPIC SYSTEM



INTERCOM & PAGING

- Simple interactive display
- Hands-free intercom for teachers
- Deliver announcements to chosen zones



BELLS & NOTIFICATIONS

- Customizable bell zones
- Ability to import customized bell sounds
- Create prerecorded notifications



CLASSROOM AUDIO SYSTEMS

- Easily link EPIC System with classroom audio
- Works with teacher and student microphones
- Evenly distributes voices throughout the classroom



SAFE INTEGRATION

- Alerts can be detected from anywhere on campus
- Pre-record instructions to play during emergencies
- Integrates with third-party devices to activate emergency notifications

EPIC System HIGHLIGHTS

EPIC SYSTEM KIOSK

EPIC System can be controlled from the Kiosk or the EPIC mobile app. By customizing bells and announcements on an individual classroom level, schools can eliminate unnecessary distractions to the learning environment.



DISTRICT VIEW

District View provides visibility and communication to all campuses. When Safe Alerts are triggered on a campus, the district console highlights the campus and allows details of the SAFE Alert to be viewed by district staff.



INFOVIEW

InfoView gives school administrative staff control of classroom clocks and digital signage throughout the campus. Customize signs with clocks, announcements, emergency notifications, images, ticker tape messages, and next bell notifications.



"[EPIC] System is extremely easy and friendly to use so there is no stress when you need to quickly make adjustments."

Jennifer Brockwell
Principal, South Lake Elementary School,
FLSchool District

LEARN MORE about how
OUR SOLUTIONS CAN ENHANCE LEARNING

VISIT www.AudioEnhancement.com or CALL 800.383.9362



SAFE System™

Signal Alert for Education

Timely help for teachers is critical for resolving both small matters and larger, life-threatening crises. SAFE System™ provides necessary information to first responders and administrators using Audio Enhancement's classroom audio system. Minor issues may be contained before they escalate into major incidents.

BENEFITS OF THE SAFE SYSTEM



BULLYING

Teachers and administrators are able to monitor, intervene and correct behavior before it leads to harmful circumstances.



MEDICAL

Request the proper medical help quickly for any type of health condition or emergency.



FIGHTING

School personnel have the ability to step in before things escalate.



WEAPONS

Inform staff with instant live audio and video feed, and summon authorities to handle violent students or intruders.

SAFE System HIGHLIGHTS

TEACHER MICROPHONE

The integration of SAFE System with our teacher microphone gives teachers a personal duress button to send alerts instantly from anywhere in the school. Office staff can discreetly acknowledge the alert, letting teachers know that help is on the way.



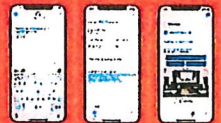
MANAGE WITH A CLEAR VIEW

Through the EPIC System kiosk, you can view the date, time and location of the incident. The web-based interface gives administrators the ability to provide direction and maintain situational awareness of the entire campus, even in the most challenging emergency conditions.



TEXT, EMAIL, & APP ALERTS

At the same time the kiosk in the front office is alerted, all of the designated staff will also receive an email and a text notification with a link showing them the same information they are receiving in the office. Optional cameras can provide a live stream of the classroom.



"Student safety is the primary mission for every school Superintendent. The SAFE System is THE single greatest use of school district funds to ensure that each and every student comes back through that door at home each night. I wish every classroom in the nation had the SAFE System."

—Dr. William "Rob" Roberts
Former Superintendent of Nye County

LEARN MORE about how OUR SOLUTIONS CAN ENHANCE LEARNING

September 7, 2023 - Regular Board Meeting

Title

C38 - Change Order #3 (Direct Purchasing) for Ridgeview Elementary School Roof Repair/Replacement Buildings 1, 2, & 3 - Shingles & Kitchen Cafeteria Renovations

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. This change order corrects purchase orders previously approved but requiring adjustment as a result of shipping fee changes, quantity of material changes, cancellation by the contractor, etc.

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 #3.

Contact

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

Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

This addition to the construction contract in the amount of \$418.70 will not impact the budget. Architect fees will not increase as a result of this change order. The Owner Direct Purchase Order saved the District \$3,260.94 on this project. This action reconciles direct purchasing and returns unused funds to the Contractor.

Review Comments

Attachments

[☉ Change Order #3 \(Direct Purchasing\) RVE Roof RepairReplacement Buildings 1, 2, & 3 - Shingles & Kitchen Cafeteria Renovations.pdf](#)



AIA Document G701[®] – 2017

Change Order

PROJECT: (Name and address)
Ridgeview Elementary Roof Repair/
Kitchen/Cafeteria Renovation
(C-14-22/23)

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 2, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 003 ✓
Date: September 7, 2023 ✓

OWNER: (Name and address)
Clay County School Board
900 Walnut Street
Green Cove Springs, Florida 32073

ARCHITECT: (Name and address)
Brian Boatright Architect, Inc.
914 Plainfield Avenue
Orange Park, Florida 32073

CONTRACTOR: (Name and address)
Thomas May Construction Company
310 College Drive
Orange Park, Florida 32065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attachment for summarized changes.

The original Contract Sum was	\$ 357,954.00
The net change by previously authorized Change Orders	\$ -30,496.59
The Contract Sum prior to this Change Order was	\$ 327,457.41
The Contract Sum will be increased by this Change Order in the amount of	\$ 418.70 ✓
The new Contract Sum including this Change Order will be	\$ 327,876.11

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be August 7, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brian Boatright Architect, Inc.
ARCHITECT (Firm name)

Thomas May Construction Company
CONTRACTOR (Firm name)

Clay County School Board
OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Brian O. Boatright, President
PRINTED NAME AND TITLE

Keith R. Ward, President
PRINTED NAME AND TITLE

Ashley Gilhousen, Board Chair
PRINTED NAME AND TITLE

9-7-23
DATE

09/07/23
DATE

DATE



School Board of Clay County

September 7, 2023 - Regular Board Meeting

Title

C39 - Amendment to the Interlocal Agreement between the Clay County School Board and Clay County, FL related to the County Road 315 Right of Way Improvements and Signalization

Description

The newly constructed Spring Park Elementary School required traffic signaling contiguous to the newly constructed Spring Park Elementary school prior to the school opening in August 2023. At the time the Interlocal Agreement 2022/2023-173 was approved by the School Board in April 2023, the final cost of the signaling was unknown. Paragraph 4(c)(ii) of the ILA 2022/2023-173 stipulates that an amendment would be necessary when the final costs are determined based on the county’s procurement of such labor, services, and materials.

Gap Analysis

Failure to approve the Amendment to the Interlocal Agreement will result in the School Board’s failure to adhere to Paragraph 4, “School Board’s Responsibilities,” of the Interlocal Agreement 2022/2023-173 signed on April 6, 2023.

Previous Outcomes

The Clay County School Board has entered into several Interlocal Agreements with local governmental agencies in the past.

Expected Outcomes

The Board will approve the Amendment to the Interlocal Agreement between the Clay County School Board and Clay County, FL related to the County Road 315 Right of Way improvements and the final costs of traffic signalization.

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 Interlocal Agreement between the Clay County School Board and Clay County, FL related to the County Road 315 Right of Way improvements and the final costs of traffic signalization.

Contact

Bryce Ellis, Assistant Superintendent Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
 Lance Addison, Planning & Intergovernmental Relations, (904) 336-6852, lance.addison@myoneclay.net
 Dr. Michael Kemp, Director, Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

Clay County School Board costs are \$490,348.50

Review Comments

Attachments

- ☉ [Amendment to Interlocal Agreement with BCC for CR 315 Improvements 9.7.23.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 2A0038
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
9-7-2023
 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: 8/15/2023

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Clay County Board of County Commissioners

Contract Title: Amendment to Interlocal Agreement CR 315 Improvements

Contract Type: New Renewal Amendment Extension Previous Year Contract # 230120

Contract Term: N/A Renewal Option(s):

Contract Cost: \$490,348.50

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # _____

Funding Source: Budget Line # _____

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

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

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

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

RECEIVED
 AUG 14 2023
 PURCHASING

RECEIVED
 8/16/23

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BFG Review Date <u>8/15/23</u>	<u>Interlocal Agreement</u>
School Board Attorney JTB Review Date <u>8/18/23</u>	<u>Amendment to</u>
Other Dept. as Necessary	
Review Date	

PENDING STATUS: YES NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS APPROVED DATE: 8-21-23

Clay County Agreement/Contract No. 2022/2023-173 AM1

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CLAY COUNTY, FLORIDA
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
Re: CR 315 Improvements Related to Spring Park Elementary**

This Amendment to the Interlocal Agreement (Amendment) is made and entered into as of the ____ day of _____, 2023 (Effective Date), by and between Clay County, a political subdivision of the State of Florida (the County), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida (the School Board) regarding CR 315 improvements related to Spring Park Elementary.

RECITALS

WHEREAS, on April 11, 2023, the County and the School Board entered into an Interlocal Agreement identified as Clay County Agreement/Contract No. 2022/2023-173 and attached hereto as Exhibit 1 (Agreement), establishing the respective rights and obligations of the parties related to the roadway improvements to County Road 315 (CR 315) for the entrance to Spring Park Elementary School; and

WHEREAS, as contemplated in paragraph 4(c)(ii) of the Agreement, the County procured the labor, services, and materials necessary for the installation of traffic signalization and flashing beacons; and

WHEREAS, as further contemplated in paragraph 4(c)(ii) of the Agreement, “[t]he costs for traffic signalization and flashing beacons based on the County’s procurement of such labor, services, and materials” will be determined and the responsibility for such costs will be determined by amendment to the Agreement; and

WHEREAS, on July 19, 2023, the County entered into an Agreement for Design-Build of Signal Light at County Road 315 and Spring Park Elementary with Traffic Control Devices, LLC, identified as Clay County Agreement/Contract No. 2022/2023-247, a portion of which (Price Table—Attachment B and Work Order—Attachment C) is attached hereto as Exhibit 2 and which will also be included as Attachment C to the Agreement; and

WHEREAS, pursuant to paragraphs 4(c)(ii) and 13 of the Agreement, the Parties wish to amend the Agreement upon mutual written agreement.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each Party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised, and agreed by the Parties hereto as follows:

1. Recitals. The recitals set forth hereinabove form an integral part of this Amendment. When construing this Amendment to the Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. School Board's Responsibilities. Paragraph 4(c)(ii) of the Agreement is hereby amended in its entirety as follows:

ii. The County retained Traffic Control Devices, LLC to design and build the signal light at County Road 315 and Spring Park Elementary at a cost of \$490,348.50 (*see* Price Table and Work Order attached hereto as Attachment C). This cost is determined to be the responsibility of the School Board.

3. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Amendment are incorporated herein and shall remain in full force and effect.

4. The Parties to this Amendment agree that electronic signatures may be utilized by either or both Parties and that the digital signatures of the Party or Parties set forth below are intended to authenticate this Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the Parties to the Amendment represents and warrants that he/she has full authority to execute this Amendment on behalf of such Party and that the Amendment will constitute a legal and binding obligation of such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Interlocal Agreement.

**Clay County, a political subdivision of the
State of Florida**

By: _____
Betsy Condon
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

The School Board of Clay County, Florida

By: _____
Ashley Gilhousen
Chairperson

ATTEST:

David Broskie
Superintendent of Schools

F:\Contract\Interlocal\ccsb\CR 315 Spring Park Elementary\Interlocal - CCSB CR 315 Traffic Signal Spring Park Elementary_20230814.doc

DRAFT

September 7, 2023 - Regular Board Meeting

Title

C40 - County-Wide Architect Contract Award – Acquisition Notice/Re-Assignment

Description

The Clay County School Board, meeting in regular session on Thursday, April 6, 2023 appointed Ebert Norman Brady Architects as one of the seven architect firms for County-Wide Architectural Services up to \$4 million. We were notified after the appointment that LS3P Associates, LTD. Corporation, legally acquired Ebert Norman Brady Architects on April 3, 2023. This item documents the acquisition and re-assignment of the current contract award to LS3P Associates, LTD. Corporation.

Gap Analysis

N/A

Previous Outcomes

Awarding a continuing contract for professional architecture services authorizes a firm or individual to proceed with School Board projects not exceeding a specified monetary value specified in Board Policy for a period of one year. The appointment may be extended for an additional period of not more than one year if agreeable to the School Board and the architecture firm. The appointed architecture firm shall be available to design, manage, and inspect any School Board projects under the authorized limit without having to bid against other firms.

Expected Outcomes

This contract allows for more efficient project schedules, which subsequently allow for a faster project completion. The appointed architecture firm shall be available to design, manage, and inspect any projects under the authorized limit.

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 re-assignment of the contract award from Ebert Norman Brady Architects to LS3P Associates, LTD. Corporation for County-Wide Architectural Services.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,
Dr. Michael Kemp, Director of Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net

Financial Impact

All funding necessary for architectural fees resulting from the use of this contract are budgeted within a qualifying project in the Educational Facilities Work Plan. Fees are determined by project scope and negotiated at the time of project design.

Review Comments

Attachments

[County Wide Architectural Services Contract Amendment - LS3P Associates LTD.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240003
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: ~~7/19/2023~~ 8/2/2023

Name of Contract Initiator: Dr. Michael Kemp Telephone #: 66824

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: LS3P Associates LTD.

Contract Title: County-Wide Architectural Services Contract

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 1 year Renewal Option(s): 2 additional 1 year terms

Contract Cost:

- BUDGETED FUNDS -- SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
Funding Source: Budget Line # _____
Funding Source: Budget Line # _____
- NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
- INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS -- SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

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

RECEIVED
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PURCHASING

RECEIVED
8/7/2023
SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BFS</u> Review Date <u>8/3/23</u>	Need to amend the original County-Wide Architectural Services with Ebert Norman Brady Architects. They have merged with another firm, LS3P Associates, LTD.
School Board Attorney <u>AB</u> Review Date <u>8/18/23</u>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED <u>BFS</u> DATE: <u>8-21-23</u>

ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

THIS ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT ("Consent") is effective as of April 1, 2023 by and between the School Board of Clay County, Florida ("Client") and LS3P ASSOCIATES LTD. authorized to conduct business in Florida as LS3P ASSOCIATES LTD. CORPORATION (successor by merger to Ebert Norman Brady Architects PA) ("LS3P");

WHEREAS, the firm formerly known as Ebert Norman Brady Architects PA ("ENB") and Client entered into the Design Services Agreements for the following projects (attached):

- County-Wide Architectural Services, SDCC Project Number: C-33-22/23, dated April 6, 2023, LS3P Proj. No.: 0201-231375; Exhibit A
- Purchase Order No.: P2110609, dated June 8, 2021; Exhibit B
- Purchase Order No.: P2110609, Revision 01, dated November 9, 2022; Exhibit C
- Purchase Order No.: P2110609, Revision 02, dated February 14, 2023; Exhibit D

including all Task Orders, Change Orders, addenda, amendments, General Terms and Conditions of Agreement, and extensions thereto ("Design Agreements");

WHEREAS, LS3P and ENB entered into a Merger Agreement, closing effective as of April 1, 2023 ("Merger Agreement"), by which ENB merged into LS3P with LS3P as the survivor of the merger;

WHEREAS, pursuant to the Merger Agreement, ENB assigned the Design Agreements to LS3P;

WHEREAS, LS3P desires that Client consent to the assignment of the Design Agreements to LS3P in accordance with the terms and conditions herein set forth **and pursuant to the Design Agreements** and ratify the substitution of LS3P in place of ENB as the ARCHITECT/ENGINEER pursuant to the Merger Agreement;

NOW THEREFORE, for **and in consideration of the payment of TEN and NO/100 DOLLARS (\$10.00) by LS3P to the Client, and for other** good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Client hereby acknowledges its consent to the assignment of the Design Agreements from ENB to LS3P in connection with the Merger Agreement; and
2. Client hereby acknowledges that it shall immediately honor LS3P's rights under the Design Agreements; and
3. Client acknowledges that LS3P neither has assumed, nor shall assume, any liabilities or contractual obligations of any nature whatsoever pursuant to the granting or acceptance of the assignment of the Design Agreements accruing prior to the date of such assignment.

CLIENT

By: _____
Printed Name: _____
Its: _____
Date: _____

LS3P ASSOCIATES LTD. authorized to conduct business in Florida as
LS3P ASSOCIATES LTD. CORPORATION (successor by merger to Ebert Norman Brady Architects PA)

By: John T Norman

Digitally signed by John T Norman
DN: cn=John T Norman,
o=C=US, ou=AD41600000182861CE260000AA5Z,
c=E-BERT NORMAN BRADY ARCHITECTS, C=US
Date: 2023.08.22 09:49:44-0400

Printed Name: John T. Norman, II

Its: Vice President

FL License No. AR0014604

Neil Alexander Dawson

FL License No. AR0017014

Date: August 22, 2023

DRAFT

September 7, 2023 - Regular Board Meeting

Title

D1 - Human Resources Special Action A

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

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

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

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

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

Recommendation

Approve the action as presented.

Contact

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

Financial Impact

None

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

D2 - Human Resources Special Action B

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

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

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

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

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

Recommendation

Approve the action as presented.

Contact

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

Financial Impact

None

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

D3 - Human Resources Special Action C

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

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

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

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

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

Recommendation

Approve the action as presented.

Contact

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

Financial Impact

None

Review Comments

Attachments

September 7, 2023 - Regular Board Meeting

Title

D4 - Human Resources Special Action D

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

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

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

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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