

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

August 25, 2020

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**

- a. July 28, 2020, 4:30 p.m. – School Board Workshop
- b. July 28, 2020, 6:00 p.m. – Tentative Budget Hearing
- c. July 28, 2020 – Immediately Following Tentative Budget Hearing at 6:00 p.m. - Regular School Board Meeting
- d. August 4, 2020, 10:00 a.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) **SEE PAGE #4**

- a. Personnel 2020 -2021

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Health Insurance Premiums for Insurance Year Beginning 10/01/2020
SEE PAGE #6

Fund Source: All Funds with employees
Amount: Net Increase of \$70,873 in the \$3,671,529.84 Board Cost for Health Insurance

ACTION REQUESTED: The Superintendent recommends approval.

- b. Retirement Plan Compliance and Administration Services Agreement – TSA Consulting Group - **SEE PAGE #16**

Fund Source: General Fund
Amount: \$3,545.52 annually

ACTION REQUESTED: The Superintendent recommends approval.

- c. Agreement between the Gadsden County Public Schools and Talk of the Town Speech Therapy, LLC - **SEE PAGE #25**

Fund Source: FEFP Dollars
Amount: \$55.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- d. The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist - **SEE PAGE #28**

Fund Source: IDEA Dollars
Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- e. Agreement between The School Board of Gadsden County and the Healing Hearts Music Therapy - **SEE PAGE #32**

Fund Source: IDEA Dollars
Amount: \$25,000.00 (not to exceed)

ACTION REQUESTED: The Superintendent recommends approval.

- f. Agreement between the School Board of Gadsden County, FL., Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and the Titus Sports Academy, LLC **SEE PAGE #36**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. RFP 2020 – 0005 Pre-Qualification of Construction Mangers for Capital Improvements Projects - **SEE PAGE #49**

Fund Source: Capital Projects and Federal Projects Funds
Amount: Budgeted by Project within Available Revenues

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

- a. PAEC Professional Learning Catalog 2020 - 2021 - **SEE PAGE #81**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Athena Scholastic Educator Success Micro Learning Suite – **SEE PAGE #84**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

10. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

- a. Request to Advertise Notice of Intent (Policy Numbered 6.543, Illness-Or-Injury-In-The-Line-Of-Duty Leave) - **SEE PAGE #93**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Approval of 2020 – 2021 Threat Assessment Procedures Manual - **SEE PAGE #96**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Approval of 2020 – 2021 Code of Student Conduct as Required by School Board Policy 2.25 – **SEE PAGE #144**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

- a. Approval of School Board Policy 7.70 - **SEE PAGE #217**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

12. FACILITIES UPDATE

13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

14. SCHOOL BOARD REQUESTS AND CONCERNS

15. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY



35 Martin Luther King, Jr. Blvd
 Quincy, Florida 32351
 Main: (850) 627-9651 or Fax: (850) 627-2760
 www.gcps.k12.fl.us

Roger P. Milton
Superintendent
 miltonr@gcpsmail.com

“Putting Children First”

August 25, 2020

The School Board of
 Gadsden County, Florida
 Quincy, Florida 32351

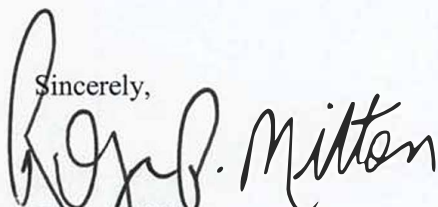
Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2020-2021

The following reflects the total number of full-time employees in this school district for the 2020-2021 school term, as of August 25, 2020.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees August 2020</u>
Classroom Teachers and Other Certified	120 & 130	344.00
Administrators	110	53.00
Non-Instructional	150, 160, & 170	383.00
		<u>780.00</u>

Sincerely,

 Roger P. Milton
 Superintendent of Schools

Audrey Lewis
 DISTRICT NO. 1
 Havana, FL 32333
 Midway, FL 32343

Steve Scott
 DISTRICT NO. 2
 Quincy, FL 32351
 Havana, FL 32333

Leroy McMillan
 DISTRICT NO. 3
 Chattahoochee, FL 323324
 Greensboro, FL 32330

Charlie D. Frost
 DISTRICT NO. 4
 Gretna, FL 32332
 Quincy, FL 32352

Tyrone D. Smith
 DISTRICT NO. 5
 Quincy, FL 32351

“The Gadsden County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information.”

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bailey, Renita	GCHS	Teacher	08/24/2020
Bullock, Gino	GCHS	Teacher	08/24/2020
Graham, Kimberly	JASMS	Teacher	08/24/2020
James, Beryl	GWM	Teacher	08/24/2020
LePrell, John	CPA	Teacher	08/24/2020
Moody, Cheryl	GBES	Guidance Counselor	08/24/2020
Scott, Andre'	WGMS	Teacher	08/24/2020
Thames, Shemaiah	WGMS	Teacher	08/24/2020

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Harris, Chase	Maintenance	Groundskeeper	08/04/2020
Jackson, Patricia	Transportation	Bus Driver	08/31/2020
Maynor, Tamela	HMS	Assistant Principal	08/17/2020
McCloud, Daniel	SSES	Custodial Assistant	08/12/2020
Powell, Carolyn	SSES	Education Paraprofessional	08/24/2020
Thomas, Johnny	District/Media & Technology	Network Coordinator	08/10/2020
Ward, Cherith	GWM	Education Paraprofessional	08/24/2020

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Auguste, Billy	GCHS	Teacher	07/23/2020
Blocker, Temperance	GEMS	School Safety Guardian	08/01/2020
Boddie, Desiree	Transportation	Bus Driver	08/17/2020
Brat, Kayln	GCHS	Teacher	08/10/2020
Davis, Torreya	WGMS	Teacher	08/14/2020
Hagins, Cynthia	WGMS	Guidance Counselor	08/12/2020
Jackson, Patricia*	GCHS	Self Help Assistant	08/03/2020
Moore, Christopher	SSES	SFS Worker	09/09/2020
Murray, Eddie	WGMS	Custodial Assistant	08/06/2020
Walker, Armita	CPA	Teacher	08/10/2020

*Resigned to accept another position within the District.

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Graham, Sarah	GWM/Teacher	GBES/Teacher	08/24/2020

D.R.O.P. RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Gainous, Sharon	Head Start	Teacher	08/31/2020
Pratt, Michael	WGMS	Teacher	08/17/2020
Riley, Cynthia	Head Start	Family Service Coordinator	08/31/2020

Out of Field

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u>No. of Periods</u>
Bullock, Gino	GCHS	Physical Education	All Periods
Moody, Cheryl	GBES	Guidance and Counseling	All Periods
Thames, Shemaiah	WGMS	Biology	All Periods

INSTRUCTIONAL

AC

Long, Azure

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEMS: Health Insurance Premiums for Insurance Year Beginning
10/1/2020

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: The Insurance Committee recommends approval of the new rates for health insurance premiums. The attached spreadsheet indicates the premiums will increase 2.0% beginning 10/1/2020.

FUND SOURCE: All Funds with employees

AMOUNT: Net Increase of \$70,873 in the \$3,671,529.84 Board Cost for Health Insurance

PREPARED BY: Bonnie Wood

POSITION: Finance Director

CAPITAL HEALTH PLAN 2020 - 2021 Rates

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	No. of employees currently participating in CHP health insurance												
2													
3	No. of employees currently participating in CHP health insurance												
4	Employee only	559											
5	Employee & Spouse	16											
6	Employee & Child	31											
7	Employee & Family	1											
8	Total	607											
9	This Value Selection Plan is offered to meet the requirements of the Affordable Care Act.												
10	Current Monthly Rates												
11	Capital Select Plan												
12	Prescription Rates 15/30/50												
13	Total Monthly Premium	Employee Cost	Board Cost										
14	Employee only	\$ 648.73	\$ 162.18	\$ 486.55									
15	Employee + Spouse	\$ 1,297.97	\$ 811.42	\$ 486.55									
16	Employee + Children	\$ 1,102.95	\$ 616.40	\$ 486.55									
17	Employee + Family	\$ 1,881.51	\$ 1,394.96	\$ 486.55									
18													
19	New Monthly Rates												
20	Capital Select Plan												
21	Prescription Rates 15/30/50												
22	Total Monthly Premium	Employee Cost	Increase from Prior Year	Board Cost	Increase from Prior Year								
23	Employee only	\$ 661.70	\$ 165.42	\$ 3.24	\$ 496.28	\$ 9.73							
24	Employee + Spouse	\$ 1,323.92	\$ 827.64	\$ 16.22	\$ 496.28	\$ 9.73							
25	Employee + Children	\$ 1,125.00	\$ 628.72	\$ 12.32	\$ 496.28	\$ 9.73							
26	Employee + Family	\$ 1,919.13	\$ 1,422.85	\$ 27.89	\$ 496.28	\$ 9.73							
27													
28													
29													
30													
31													
32													
10	Current Monthly Rates												
11	Value Selection Plan												
12	Prescription Rates 30/50/100												
13	Total Monthly Premium	Employee Cost	Board Cost										
14	Employee only	\$ 478.80	\$ 119.70	\$ 359.10									
15	Employee + Spouse	\$ 957.95	\$ 598.88	\$ 359.10									
16	Employee + Children	\$ 814.04	\$ 454.94	\$ 359.10									
17	Employee + Family	\$ 1,388.66	\$ 1,029.56	\$ 359.10									
18													
19	New Monthly Rates												
20	Value Selection Plan												
21	Prescription Rates 30/50/100												
22	Total Monthly Premium	Employee Cost	Increase from Prior Year	Board Cost	Increase from Prior Year								
23	Employee only	\$ 488.37	\$ 122.09	\$ 2.39	\$ 366.28	\$ 7.18							
24	Employee + Spouse	\$ 977.12	\$ 610.84	\$ 11.96	\$ 366.28	\$ 7.18							
25	Employee + Children	\$ 830.31	\$ 464.03	\$ 9.09	\$ 366.28	\$ 7.18							
26	Employee + Family	\$ 1,416.42	\$ 1,050.14	\$ 20.58	\$ 366.28	\$ 7.18							



August 03, 2020

S. Craig McMillan
 Pat Thomas Insurance Agency
 1821 WEST JEFFERSON
 QUINCY, FL 32351

Group: Gadsden County School District
 Group Number: 00072

Dear Craig:

Thank you for choosing Capital Health Plan to provide health care coverage for your employees. Our commitment is to provide you and your employees with comprehensive benefits, excellent service, and affordable rates. We understand your business is unique and that your health coverage needs may change over time. As such, the renewal period is an opportunity to review all of the options and make changes if it makes sense to you. If you have any questions when reviewing these materials, please contact your agent or your Capital Health Plan Representative. To renew your current benefit plan or change the benefit plan, please do the following:

- Please complete and sign the Large Employer Application & Renewal Agreement for the selected benefit plan along with the Enrollment Summary. Return these documents to us by the **15th of the month prior to the effective date of the proposal**. If these documents are not received by the effective date, this proposal may be voided by Capital Health Plan.
- You must distribute the attached Summary of Benefits and Coverage (SBC) document for the health plan you offer to your employees. The SBC(s) should be provided with your open enrollment materials or, if enrollment is automatic, employees should receive a copy at least 30 days prior to your anniversary date. SBCs are available for download directly from CHP's website at www.capitalhealth.com/sbc.

Listed below are renewal rates for your current plan and alternate plan options effective 10/1/2020.

Option	Benefit Plan	Employee Only	Employee + Spouse	Employee + Child(ren)	Family	% Renewal Increase
Current	Capital Selection MHP (\$15/30/50 Rx)	\$661.70	\$1323.92	\$1125.00	\$1919.13	2.00%
Current	Value Selection HDHP (\$15/50/100 Rx)	\$488.37	\$977.12	\$830.31	\$1416.42	2.00%

Alt

We look forward to serving you in the next contract year and welcome you to contact us if we can be of any assistance. I can be reached at (850) 383-3329 or via e-mail at djsisk@chp.org

Sincerely,

Deborah Sisk, Account Executive

Large Employer Group - Proposal Assumptions

- Proposed rates are not final. Rates are based on the census provided at the time of the proposal and are not a guarantee of coverage. Rates are subject to change if the final census changes 15% or more after the group is enrolled.
- Coverage is not effective until after the application has been approved by Capital Health Plan and the premium has been paid. No agent or broker can make or change this contract. The coverage offered by Capital Health Plan is subject to the terms and conditions of the policies issued.
- This proposal assumes the group meets the definition of a large group. Large group is defined as an employer having an average total number of 51+ employees on the payroll in the preceding calendar year. This proposal is not applicable if **Gadsden County School District** qualifies as a Small Group according to Section 627.6699, Florida Statute.
- This proposal assumes Capital Health Plan will be the only carrier providing health coverage for the Group's employees unless it is otherwise agreed upon in writing.
- This proposal is contingent upon **Gadsden County School District** meeting all of the Capital Health Plan Large Group Underwriting Guidelines. Guidelines are available upon request.
- The premiums in this proposal may include costs associated with the payment of compensation to independent, third parties for the sale of products. Please contact Capital Health Plan if you have any questions.
- This information is intended solely for **Gadsden County School District**. If you are not **Gadsden County School District** this information does not apply to you.
- This proposal is for non-occupational illnesses and injuries only.
- This proposal is only a summary of the benefits and provisions applicable to this group policy. A complete list of benefits and provisions is located in the group Master Policies (Large Employer Member Handbook, Large Group Master Policy, Large Employer Application & Renewal Agreement, and Member Enrollment Application). Other benefits, guidelines, and restrictions may apply.
- Capital Health Plan is not the plan sponsor or plan administrator, as defined by the Employee Retirement Income Security Act ("ERISA"), as amended; of the Group Plan. The Group, as either plan sponsor or plan administrator of an employee welfare benefit plan, is responsible for ensuring compliance with ERISA.

Please note that rates provided do not include:


- Changes in the plan design after the proposal
- Changes mandated or made available by State Regulation and Federal Regulation after the proposal
- Changes in eligibility after the proposal
- Changes in the group Anniversary Date

Important Proposal Information



Capital Selection \$15/\$30/\$50

Coverage for: Employee or Family | Plan Type: HMO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, at www.capitalhealth.com/sbc. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-850-383-3311 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	Yes.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Medical: \$2,000 single coverage / \$4,500 family coverage. Pharmacy: \$4,600 single coverage \$8,700 family coverage.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.capitalhealth.com or call 850-383-3311 for a list of network providers.	Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	Yes. Some specialists require a referral. For a list of specialists that require a referral go to capitalhealth.com/ReferralAndAuth	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist.

⚠ All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Office: \$15 / visit Telehealth: \$15 / visit	Not Covered	Telehealth – Services are provided by network providers through remote access technology including the web and mobile devices.
	Specialist visit	Office: \$40 / visit Telehealth: \$40 / visit	Not Covered	Prior authorization required for certain specialist visits. Your benefits/services may be denied. Telehealth – Services are provided by network providers through remote access technology including the web and mobile devices.
	Preventive care/screening/immunization	No Charge for covered services	Not Covered	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Diagnostic tests other than x-ray or blood work may incur a cost share.
	Imaging (CT/PET scans, MRIs)	\$100 / visit	Not Covered	Prior authorization required for certain imaging services. Your benefits/services may be denied.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.capitalhealth.com/MedCenter	Tier 1 drugs	\$15/30-day supply \$30/60-day supply \$45/90-day supply (retail & mail order)	Not Covered	The formulary is a closed formulary. This means that all available covered medications are shown. Prior authorization and/or quantity limits may apply. Your benefits/services may be denied.
	Tier 2 drugs	\$30/30-day supply \$60/60-day supply \$90/90-day supply (retail & mail order)	Not Covered	
	Tier 3 drugs	\$50/30-day supply \$100/60-day supply \$150/90-day supply (retail & mail order)	Not Covered	

	<u>Specialty drugs</u>	\$50 /30-day supply	Not Covered	Limited to 30-day supply and may be limited to certain pharmacies. Prior authorization and/or quantity limits may apply. Your benefits/services may be denied.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: \$100 / visit Hospital: \$250 / visit	Not Covered	Prior authorization may be required. Your benefits/services may be denied. Cost share applies to all outpatient services.
	Physician/surgeon fees	\$40 / provider	Not Covered	
	<u>Emergency room care</u>	\$300 / visit \$250 / observation	\$300 / visit \$250 / observation	Copayment is waived if inpatient admission occurs; however, if moved to observation status, an additional copayment may apply based on services rendered.
If you need immediate medical attention	<u>Emergency medical transportation</u>	\$100 / transport	\$100 / transport	Covered if medically necessary.
	<u>Urgent care</u>	Urgent care center: \$25 / visit Telehealth: \$25 / visit Amwell: \$15 / visit	Urgent care center: \$25 / visit Telehealth: \$25 / visit Amwell: \$15 / visit	Telehealth – Services are provided by network providers through remote access technology including the web and mobile devices.
	Facility fee (e.g., hospital room)	\$250 / admission \$250 / observation	Not Covered	Prior authorization required. Your benefits /services may be denied.
If you have a hospital stay	Physician/surgeon fees	No Charge if admitted \$40 /provider for observation	Not Covered	_____none_____
	Outpatient services	\$40 / visit	Not Covered	_____none_____
If you need mental health, behavioral health, or substance abuse services	Inpatient services	\$250 / admission	Not Covered	Prior authorization required. Your benefits /services may be denied.
	Office visits	\$40 / visit	Not Covered	_____none_____
	Childbirth/delivery professional services	No Charge	Not Covered	_____none_____
If you are pregnant	Childbirth/delivery facility services	\$250 / admission	Not Covered	Prior authorization required. Your benefits /services may be denied.

	<u>Home health care</u>	No Charge	Not Covered	Prior authorization required. Your benefits/services may be denied. Limited to the consecutive 62-day period immediately following the first service date. _____none_____
If you need help recovering or have other special health needs	<u>Rehabilitation services</u>	\$40 / visit	Not Covered	Covers up to 60 days per admission with subsequent admission following 180 days from discharge date of previous admission.
	<u>Habilitation services</u>	Not Covered	Not Covered	Prior authorization required for certain devices. Your benefits/services may be denied.
	<u>Skilled nursing care</u>	No Charge	Not Covered	Prior authorization required for inpatient services. Your benefits/services may be denied.
	<u>Durable medical equipment</u>	No Charge	Not Covered	_____none_____
	<u>Hospice services</u>	No Charge	Not Covered	_____none_____
	Children's eye exam	\$15 / visit	Not Covered	_____none_____
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	_____none_____
	Children's dental check-up	Not Covered	Not Covered	_____none_____

Excluded Services & Other Covered Services:

<ul style="list-style-type: none"> • Acupuncture • Bariatric Surgery • Cosmetic Surgery • Dental care (Adult) • Dental care (Child) 	<ul style="list-style-type: none"> • Glasses • Habilitation services • Hearing aids • Infertility treatment • Long-term care 	<ul style="list-style-type: none"> • Non-emergency care when traveling outside the US • Private-duty nursing • Routine foot care • Weight loss programs
<p>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</p>		

<ul style="list-style-type: none"> • Chiropractic care 	<ul style="list-style-type: none"> • Routine eye care (Adult)
<p>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</p>	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: [insert State, HHS, DOL, and/or other applicable agency contact information]. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Capital Health Plan at 1-850-383-3311. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html and <http://www.cms.gov/CCIIO/Resources/Consumer-Assistance-Grants/>.

Does this plan provide Minimum Essential Coverage? Yes
[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes
If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 850-383-3311, 1-877-247-6512
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 850-383-3311, 1-877-247-6512.
Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 850-383-3311, 1-877-247-6512.
Navajo (Dine): Dine'ehgo shika at'ohwol ninisingo, kwijigo holne' 850-383-3311, 1-877-247-6512.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is **0938-1146**. The time required to complete this information collection is estimated to average **0.08** hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$40
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost	\$12,700
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$800
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$860

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$40
- Hospital (facility) copayment \$250
- Other copayment \$50

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$1,000
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$40
- Hospital (facility) copayment \$250
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$600
Coinsurance	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$700

The plan would be responsible for the other costs of these EXAMPLE covered services.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Retirement Plan Compliance and Administration Services Agreement – TSA Consulting Group

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested for the renewal of the retirement plan compliance and administration services agreement with TSA Consulting Group. The firm ensures compliance with the federal requirements pertaining to tax-sheltered annuities and retirement plans that are in addition to Florida Retirement Plans.

FUND SOURCE: General Fund

AMOUNT: \$3,545.52 annually

PREPARED BY: Bonnie Wood

POSITION: Finance Director

Retirement Plan Compliance and Administration Services Agreement

The following constitutes a binding "Agreement," effective as of July 1, 2020 between TSA Consulting Group, Inc., ("TSACG") a Florida Corporation, (hereinafter referred to as "Administrator") whose principal place of business is 28 Ferry Road S.E., Ft. Walton Beach, Florida 32548 and the **Gadsden County Schools, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351**, hereinafter referred to as "Employer."

RECITALS:

WHEREAS, the Employer is either a public educational institution or an organization exempted from federal taxation under Section 501(c) (3) of the Internal Revenue Code (the "IRC");

WHEREAS, the Employer wishes to retain the services of Administrator to provide retirement plan consulting, compliance and administration services to the Employer for the Employer's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and Administrator is willing to provide such services.

WHEREAS, the Administrator agrees that, commencing with the effective date of this Agreement, it will provide the Services as further described in this Agreement

SECTION 1. APPOINTMENT OF ADMINISTRATOR AND RESPONSIBILITIES OF THE EMPLOYER

- 1.01 Appointment: As of the Effective Date of the Agreement, Employer hereby appoints TSACG as its Administrator for the Employer's voluntary retirement program(s) under Sections 403(b) and/or 457(b) of the IRC.
- 1.02 Acknowledgements: Employer acknowledges that TSACG has not been delegated and does not possess any discretionary authority or discretionary control with respect to the Plan and/or the Services provided under this Agreement that would cause TSACG to be considered a fiduciary of the Plan(s).
- 1.03 Necessary Information: Employer agrees that it will render to Administrator all reasonable assistance and information necessary to accomplish services set forth in the Agreements. The Employer shall provide all information including, yet not limited to, items set forth in this Agreement. Transmission of all information from the Employer to Administrator shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.
- 1.04 Data: Employer agrees to provide all available data necessary to complete the services provided by Administrator as outlined in the Agreements. Such data shall include, yet not be limited to, existing Plan Documents, Employer policies and procedures regarding all qualified plans offered by the Employer, participating vendor information, employee data pertinent to Maximum Allowable Contribution (MAC) calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required shall be supplied electronically by the Employer in a format mutually agreed upon by both parties to the Agreement.
- 1.05 Notice Distribution: Employer agrees to distribute all Administrator provided employee materials, whether electronic or printed, on a timely basis using their preferred and/or most appropriate distribution method for all employees.
- 1.06 Remittance: Remittance Services will be made available to the Employer free of charge via Administrator's proprietary remitting system. The Administrator is not responsible for monitoring contribution limits with respect to individuals who participate in both the Employer Plan(s) and another 403(b) plan sponsored by an

unrelated employer during the same calendar year. Additionally, any other retirement plans that are required to be aggregated for contribution limit monitoring for which TSACG is not the Administrator will not be taken into account.

- 1.07 Employer Authorization to Administrator to Access Plan Information from Investment Provider: The Employer shall require all providers of investment products and services to the retirement plans to cooperate with Administrator by providing any information needed to complete the terms of this Agreement.
- 1.08 Cooperation: The Employer shall instruct staff to cooperate fully with Administrator regarding the compliance review and in obtaining all necessary information for Administrator to complete the duties described in this Agreement. The Employer realizes that any delay in providing data and information to Administrator may impede completion of services as described in this Agreement.
- 1.09 Other Efforts: Employer agrees to make all other appropriate, commonly accepted efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Employer and administered by the Administrator.

SECTION 2. ADMINISTRATOR RESPONSIBILITIES

Standard services offered by the Administrator in accordance with the Agreement, known collectively as The Compliance Edge® Services, include the following:

- 2.01 Plan Documents: Administrator will provide appropriate Plan Documents to the Employer for review and approval. These documents shall govern the Plan(s).
- 2.02 Meaningful Notice: Administrator will assist the Employer in developing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and should be distributed by the Employer to all employees at least once each calendar year.
- 2.03 Forms and Procedures: Administrator will develop standardized administrative forms for use by the Employer and participants for the purposes of enrollment and asset transactions under the Plan(s).
- 2.04 Participant Records: Administrator will establish and maintain a record for each participant reflecting the date, amount, and type of each transaction in the participant's account based on information provided to Administrator from the Employer, employees, and product providers. Records maintained by Administrator shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Employer will determine eligibility requirements for employees and Administrator shall be entitled to rely on the Employer's eligibility determinations.
- 2.05 Participant Inquiries: Administrator will provide adequate access to participants regarding their records and transactions recorded by Administrator. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).
- 2.06 Aggregation of Data: Administrator will assist the Employer with the development and execution of agreements between the Employer and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). Administrator will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings, and procedures.

- 2.07 Employer Reports: Administrator shall provide an annual review and audit of the previous year's contributions for all employees. Administrator shall notify the Employer of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures. Administrator will prepare other Plan reports as necessary.
- 2.08 Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the Employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Employer and/or the employee and any statement or guarantee of accuracy by Administrator will be contingent on the data and accuracy of the information delivered by the Employer and/or the employee.
- 2.09 Transaction Processing: Administrator will administer the Plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the Plan subject to the terms and conditions included in the Plan Administration Agreement.
- 2.10 Remittance Services: Electronic remittance services will be available to the Employer via the Administrator's proprietary remittance system.
- 2.11 Web Pages: Administrator will prepare and maintain web pages specific to the Employer's retirement Plans .
- 2.12 Administrative Support: Administrator shall provide ongoing administrative support to the Employer, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.
- 2.13 IRS Audit Assistance: Administrator expressly agrees to cooperate with and offer assistance to the Employer in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

SECTION 3: IRS Compliance Guarantee

TSACG (Administrator) guarantees retirement plan compliance with regulations and guidelines issued by the Internal Revenue Service (IRS) for all clients that are subject to IRS audit for a calendar year in which the client has a Retirement Plan Compliance and Administrative Services Agreement continually in effect with Administrator from January 1 through December 31 of the year/years under audit. In the event that the IRS determines, on audit, that there is a compliance failure with respect to the client's Plan, and the client incurs financial loss due to that determination, Administrator will reimburse the client for the tax penalty and interest assessed by the IRS in connection with that compliance failure, or will refund the client 100% of the administrative fees collected by Administrator for that calendar year, whichever is less. This guarantee is contingent on the following items being true:

1. Administrator is appointed to represent the client (at no additional charge) during the audit. (IRS Form 2848 – Power of Attorney and Declaration of Representative)
2. The compliance failure is not related to inaccurate communications or data provided to Administrator for which the client was/is responsible.
3. The client has continually acted in cooperation with the operational directives offered by Administrator relative to the Plan audited.
4. This IRS Compliance Guarantee is effective for contracts dated on or after October 1, 2019.

SECTION 4: FEES

4.01 Remuneration: Employer agrees that Administrator shall be remunerated for such consulting, compliance and administration services by, also known as The Compliance Edge®. Fees will be billed monthly to the Employer, at the rate of \$4.08 per year per regularly scheduled employee.

Fees described above are based on total number of employees or contributors for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.

SECTION 5: GENERAL PROVISIONS

5.01 Term, Amendment and Other Matters: This Agreement shall remain in effect for a period of sixty (60) months, and may be renewed at the end of each contract year by mutual agreement of both parties for five (5) additional one-year periods. This Agreement shall remain in effect until otherwise terminated by either party as described in this Section 5.01. Either party may terminate this Agreement by giving 60 calendar days written notice to the other in accordance with the agreement. Notwithstanding the foregoing, this Agreement shall be terminated immediately upon the occurrence of any of the following events: (i) a material breach by either party not cured within 30 calendar days after notice to the other; (ii) termination of the Administrator by the Employer.

Upon receipt of notice of termination by the Employer pursuant to this Agreement, the Administrator shall make all reasonable efforts to transfer Plan information to the Employer or such third party as the Employer may designate as of the effective date of the termination. Upon transfer, the Administrator shall cease to be responsible for any Services under the Agreement. An extension of time for providing Services beyond the 60 calendar days written notice period described above shall be permitted only by the mutual written agreement of the Administrator and the Employer and the Administrator reserves the right to charge the Employer a reasonable fee for such extended period of Services. This Agreement may be amended by mutual agreement of the parties. From time to time the Administrator may propose amendments to the Employer in writings sent in the manner described in this Agreement. Any proposed amendment will be accompanied by an explanation of the proposed change, the effective date of the proposed change, and the Employer's right to reject the proposed change. The Employer shall be provided a minimum of 90 calendar days advance notice of the proposed amendment. At the expiration of the notice period, if the Employer has not objected in writing, the Employer shall be deemed to have agreed to the amendment.

5.02 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

- a) To Administrator: TSA Consulting Group, Inc.
Attn: Contracts
28 Ferry Road SE
Fort Walton Beach, FL 32548
- b) To Employer: Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

5.03 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement,

which may modify its provisions or meanings. It may be further supplemented, but not modified, by Administrator from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.

- 5.04 Assignment: Some or all of the rights and duties of Administrator hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of Administrator may be performed by others under subcontract, without the release of Administrator for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 5.05 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Employer's principal office resides.
- 5.06 Confidential Information: The Administrator agrees to hold as secret and confidential all information provided to it by, or through its relationship with the Employer, including data, reports, plans, participant lists, documents, writings, business operations and business systems, and other proprietary material ("Confidential Information"). Non-public information that is personally identifiable to a consumer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI"), shall be treated by the Administrator as Confidential Information whether it is received directly from the Employer, its assignee or an Investment Provider. Confidential Information from Investment Providers will be treated by the Administrator as perishable. The Administrator will only retain current date information for each Investment Provider. Confidential Information shall remain the property of the party from or through which it was provided.

The Administrator shall use Confidential Information for the limited purposes necessary to execute its obligations under this Agreement. The Administrator shall use the same degree of care to protect the Confidential Information as it uses to safeguard its own confidential information and shall implement and maintain procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. The Administrator shall not make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it or any part thereof, except as reasonably required in connection with the fulfillment of its obligations under this Agreement absent specific prior written consent of the Employer. Confidential Information shall not include information that becomes available to the public through no wrongful action of the Administrator, is already in the possession of the Administrator and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of this Agreement, is independently developed by the Administrator, or is disclosed pursuant to a requirement or request from a government agency.

This Agreement shall in no way be construed to grant any right, license, or authorization to any party to use Confidential Information except as permitted in this Agreement. The Administrator shall restrict access to Confidential Information to those employees and persons in the Administrator's organization with a need to know such Confidential Information in order to perform its obligations under this Agreement. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. The Employer acknowledges and agrees that individuals authorized by the Administrator to provide customer support as described in this Agreement shall have access to participant and Investment Provider information and shall be deemed, for purposes of this paragraph, to have a need to know such Confidential Information. To the extent the Administrator retains a third party or affiliate to assist it in performing its duties as otherwise permitted under this Agreement, it shall similarly protect and restrict the use of Confidential Information by such third party or affiliate. Upon the termination of this Agreement, Administrator shall return to the Employer or its designee all of the Confidential Information as of a current date, received in the course of the Administrator performing the Services, in such form as is reasonably requested by the Employer. The obligations of the Administrator hereunder shall survive the termination of this Agreement.

In the event that the Administrator or its representatives is required by legal process, law or regulation to disclose any portion of the Confidential Information provided to it, the Administrator shall provide the Employer with prompt written notice of such requirement as far in advance of the proposed disclosure as possible so that the Employer (at its own expense) may either seek a protective order or other appropriate remedy which is necessary to protect its interests or waive compliance with the non-disclosure provisions of this Agreement to the extent necessary (provided that one or the other be done). The Administrator and its representatives shall cooperate in all reasonable respects with the Employer in seeking to prevent or limit disclosure and, in the event a protective order or other remedy is not obtained, the Administrator will limit the disclosure to the information actually required to be disclosed, provided, that the Administrator shall not be required to incur any out-of-pocket costs in complying with this paragraph. The Employer acknowledges that the Administrator may, from time to time, disclose Confidential Information to the Employer, the Employer's representatives, the Employer's assignee(s), and/or the Investment Providers for the purpose of meeting its obligations under this Agreement and such disclosure shall not be considered a breach of this provision or the Agreement. All data is, will be, and will remain the property of the Employer and will be deemed Confidential Information of the Employer.

- 5.07 Circumstances Excusing Performance: Neither the Employer nor the Administrator shall be liable to the other for any delays or damages or any failure to act due to, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the parties affected thereby. In addition, the Administrator shall not be liable to the Employer for any delays or damages or any failure to act due to, occasioned, or caused by the failure of any Investment Provider to cooperate with the Administrator in the providing of Services under the Agreement.
- 5.08 Use of Plan Information: The Employer expressly authorizes the Administrator to use Plan information provided by the Employer, its assignees, and/or Investment Providers, and any employee or agents of any of the foregoing as required to meet its obligations under this Agreement. Any other use is expressly prohibited absent advanced written consent from the Employer. Without limiting the representations provided above, the Administrator will not allow the use, dissemination, transmission, access, manipulation, duplication or disclosure of the Plan information by the Administrator, subsidiaries or parent company for any purpose other than to provide the Services hereunder.
- 5.09 Independent Consultant: Administrator shall act as an independent consultant and/or administrator and not as an agent or employee of the Employer and Administrator shall make no representation as an agent or employee of the Employer. Administrator shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Employer. Administrator shall be responsible for all taxes as an independent consultant and/or administrator. Administrator shall have no authority to bind the Employer or incur other obligations on behalf of the Employer.
- 5.10 Conflicts: Administrator warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.
- 5.11 Dispute Resolution: The following provisions apply to disputes, claims or lawsuits which may arise under this Agreement.
- a. Attempt to Resolve. Before a party initiates a lawsuit to address a dispute between the parties, they shall first engage in an attempt to resolve the dispute. The parties must engage in the process set forth in this paragraph as a condition precedent to filing a legal action. Upon the written notice pursuant by a party to the other party or parties of a dispute, each party shall appoint a designated representative, whose task will be to meet and attempt to resolve the dispute. The parties agree to enter into good faith negotiations including a meaningful exchange of information and documentation and to engage in settlement discussions in an attempt to resolve the dispute without the necessity of litigation. They shall do so for a period not less than 60 calendar days.

- b. Venue: If a dispute cannot be resolved under the provisions of Section 5.11(a), the parties agree that any lawsuit arising out of or in connection with this Agreement shall be brought in the United States District Court for the District in which the Employer maintains its principal place of business. In the event the United States District Court fails, declines or lacks jurisdiction to hear the case, the lawsuit shall be filed in the highest trial court of general jurisdiction in the county where the Employer maintains its principal offices or its place of business.
- c. Continuity of Services: In the event of a dispute between the Employer and the Administrator, the Administrator will continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with the provisions of this Agreement or as otherwise provided herein.

5.12 Indemnification and Hold Harmless: Administrator agrees that it will indemnify and hold harmless the Employer, individual members of the Employer, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Employer, provided that the Employer notifies Administrator, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Employer, its employees or other representatives.

5.13 Modifications: This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.

5.14 Execution: This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 Survival: If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

GADSDEN COUNTY SCHOOLS

TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title _____

Title: Senior VP, Chief Financial Officer

Federal Tax Identification Number:

Federal Tax Identification Number:

59-6000615

59-3451677

PLAN ADMINISTRATION AGREEMENT and FEE SCHEDULE

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of July 2020 by TSA Consulting Group, Inc. ("Administrator") and Gadsden County Schools (Employer").

WHEREAS, Employer has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Employer desires to appoint Administrator as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, Administrator is authorized to accept the appointment as Administrator and desires to provide such services subject to the terms and conditions set forth herein;

Employer hereby agrees that Administrator, in remuneration for administrative and recordkeeping services for the Plan(s) shall be entitled to collect the following fees from each authorized investment product provider under the plan:

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant Account) \$18.00 per year billed monthly

The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule.

Required Provider Fees: Employer further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to Administrator unless otherwise modified by the Employer upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by Administrator.

Basis for Invoicing – Provider Fees: Administrator shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Employer and the Provider.

Provider Discretion – Investment Product Pricing: The Employer intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Employer recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Employer Plan.

Employer Reports: Administrator shall be responsible for submitting reports to the Employer regarding fees assessed to and collected from Investment Product Providers. Administrator shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:
GADSDEN COUNTY SCHOOLS

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title: _____

Title: Senior VP, Chief Financial Officer

Execution Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

Date of School Board Meeting: August 25, 2020

TITLE OF AGENDA ITEM: Agreement between the Gadsden County Public Schools and Talk of The Town Speech Therapy, LLC

DIVISION: EXCEPTIONAL STUDENT EDUCATION

NO This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

This contract will provide Physical Therapy Services to Exceptional Students in Gadsden County Schools. This therapist will provide needed services in positions not filled by the Gadsden County School Board.

FUND SOURCE: FEFP Dollars

AMOUNT: \$55.00 (per hour for actual hours worked)

PREPARED BY: Millie Anderson *mea*
POSITION: Interim Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be uplicated on light blue paper.

summary.for
revised 0591

Proof read by: *Christa Bascom*

AGREEMENT TO PROVIDE PHYSICAL THERAPY SERVICES FOR GADSDEN COUNTY SCHOOL BOARD

I. SCOPE OF SERVICES

This contract agreement is between **Gadsden County School Board, Quincy, Florida** hereinafter referred to as **"AGENCY"** and **"Talk of the Town Speech Therapy LLC"**, hereinafter referred to as **"CONTRACTOR"** for the **2020-2021 school year**.

The AGENCY is in the business of providing childhood services to children with special needs enrolled in its program, and in the conduct of such business, desires to enter into a service agreement whereby the CONTRACTOR shall provide Speech/Language Therapy and/or Physical Therapy Services upon the following terms and conditions:

II. NATURE OF WORK

CONTRACTOR shall provide Speech/Language Therapy and/or Physical Therapy services with respect to all matters relating or affecting the provision of speech language & physical therapy to the AGENCY. CONTRACTOR shall render services according to professional qualifications, and provide copies of appropriate registration, State of Florida licensure and/or permit, and proof of Professional Liability Insurance, all of which shall be maintained throughout the terms of this agreement. CONTRACTOR and AGENCY shall determine the schedule of days, hours, and locations for services performed under this agreement. It is understood that these services will be rendered at schools within the Gadsden County Public School System, Gadsden County, Florida.

The CONTRACTOR will:

- Provide direct and consultative Speech/Language Therapy and/or Physical Therapy services to eligible students enrolled with The Gadsden County School Board. Services shall be consistent with the goals/objectives in students' education/support plan.
- Maintain a student schedule including the hours of service for each student served and submit a monthly statement of services rendered by the CONTRACTOR to the AGENCY.
- Submit Medicaid billing in accordance with school/district procedures and timelines.
- Perform record reviews, evaluations and reevaluations according to referrals received by IEP committee, and prepare evaluation/reevaluation summaries.
- Request physician prescriptions as needed to provide Speech/Language Therapy and/or Physical Therapy to eligible students.
- Provide on-going progress reports/consultation logs consistent with the frequency timelines in the students' education/support plan.
- Refrain from disclosing highly confidential information that is acquired or is given access to unless disclosure is required by law or with authorization of the AGENCY.

The AGENCY will:

- Provide appropriate workspace for diagnostic, intervention, and consultation services.
- Provide access to a copier, fax machine, telephone, computer with internet access for completing internet-based documentation/IEPs for Gadsden.
- Provide supplies/equipment as needed for CONTRACTOR to carry out the Speech/Language Therapy and/or Physical Therapy goals/objectives outlined in the education/support plan.

III. PAYMENT

Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following: **37.5 hours weekly at \$55.00 per hour**. This rate shall be applied to all treatment sessions and/or meetings associated with

each student. CONTRACTOR will submit invoices and upon verification of the services, the AGENCY will make payments to the CONTRACTOR within **thirty (30) days** from the date of receipt of the invoice. **PAYMENTS SHALL BE MADE PAYABLE TO:** Talk of the Town Speech Therapy LLC.

IV. NON-COMPETE CLAUSE

The CONTRACTOR understands and agrees that all clients served under this agreement will remain clients of the agency upon termination of this agreement.

V. GOVERNING LAW/AMENDMENTS

Florida Law shall govern this instrument in reference to interpretation, construction and performance. The said agreement may not be changed, modified, altered, or amended except by a written instrument signed by both parties.

VI. MEDIATION

The AGENCY and the CONTRACTOR, or their respective designees, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.

VII. STATUS OF CONTRACTOR AND RELATIONSHIP OF PARTIES

The relationship between the AGENCY and the CONTRACTOR, its employees and agents, shall be that of an independent contractor, and CONTRACTOR will not be considered an employee of the AGENCY for any purpose.

VIII. REPRESENTATIONS

The parties represent to each other:

- (a) Each party fully understands the provisions of this Agreement and each is signing this Agreement freely and voluntarily intending to be bound by its terms.
- (b) Each party understands and agrees that this Agreement constitutes the contract of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on the dates hereinafter indicated.

Ashley Cregan *Ashley Cregan, A.S., CCC-SLP* 8/5/2020
(CONTRACTOR) DATE

GADSDEN COUNTY SCHOOL BOARD

Nellie Anderson *Nellie Anderson* 8/10/2020
(DIRECTOR OF ESE) DATE

(SUPERINTENDENT OF SCHOOLS) DATE

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

Date of School Board Meeting: AUGUST 25, 2020

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary School/Havana Magnet School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars
AMOUNT: \$45.00 (per hour for actual hours worked)
PREPARED BY: Millie Anderson *(mea)*
POSITION: Interim Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 3
CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary.for
revised 0591

Proof read by: *Christa Bascom*

Gadsden County School District
Exceptional Student Education
Contract with Independent Contractor
2020-2021 School Year

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 29 day of June, 2020 by and between The Gadsden County School Board, a Florida a corporation organized and existing under the law of the State of Florida, with its principal place of business at 35 Martin Luther King Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, and Janice M. Gilchriest of Midway, County of Gadsden, State of Florida herein referred to as contractor.

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Janice M. Gilchriest: Clinical Psychological Services.
2. Janice M. Gilchriest agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

RESPONSIBILITY OF CONTRACTOR

The contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed or licensed eligible psychologist in the State of Florida. And that are approved by the Director of Exceptional Student Education. The contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. Janice M. Gilchriest shall provide the following services: Counseling B. Class wide behavioral plans C. Individual behavioral modification plans D. Consultation for clinical and/or behavioral modification plans E. Clinical observations for Response to Intervention F. Target group sessions

You are paying ne only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

STATUS OF THE CONTRACTOR

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

DESIGNATED WORK AREA

The School Board will provide adequate space and materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

TIME ALLOTMENT FOR AGREED DUTIES

The Contractor will provide services for 5 days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services. For specific clinical psychology objectives refer to Attachment A

PAYMENT ARRANGMENT

The School Board will pay Janice M. Gilchriest for all work performed by contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). Payment shall be made by the Board within (30) calendar days after statement for professional services are received. Such statements shall be presented monthly.

PAYMENT OF TAXES AND ASSESMENTS

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Janice M. Gilchriest shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The contractor agrees to maintain, at contractor's expense, workers compensation insurance, as required by law, to fully protect contractor and any individual employed by contractor in providing services under this contract. All other assumptions are thereupon understood to be in the care and authority of the Board.

CONFIDENTIALITY

Inasmuch as the contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval for the Director of Exceptional Student Education.

Duration and Termination

The parties hereto contemplate that this contract will run for one (1) fiscal school year from August 11, 2020 to May 28, 2021. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (60) written notice.

Amendments

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Janice M. Gilchriest

Date

**Millie Anderson, Interim Director
Exceptional Student Education**

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____

ATTEST: _____
Roger P. Milton: Superintendent

Date

Notice to Vendor/Contractor: By acceptance of a contract/order in excess of 1 \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with title 34, Section 80.36(i) code of Federal Regulation. Termination for cause and for convenience by the grantee of sub-grantee including the manner by which it will be effected on the bases for the settlement will be decided by the Gadsden County School Board.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

Date of School Board Meeting: August 25, 2020

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County, and Healing Hearts Music Therapy

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

This contract provides music therapy for students with moderate to severe

disabilities at Stewart Street Elementary, Gadsden County High School, Shanks

Middle School, and other schools as necessary.

FUND SOURCE: IDEA dollars
AMOUNT: 25,000.00 (not to exceed)
PREPARED BY: Millie Anderson *mea*
POSITION: Interim Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper .

summary.for
revised 0591

Proof read by: Chrita Bascom

CONTRACT

Contract for Music Therapy Services

Dates of Services: August 19, 2020 through May 31, 2021

Services Provided for Gadsden County Schools:

Each Music Therapy session will be designed by Music Therapist-Board Certified (MT-BC) or Music Therapy Intern (MTI), according to student or group's referred and assessed needs, taking into account consultation and recommendations of teachers and staff. MT-BC will create a music therapy treatment plan both by group (for group sessions) and by individual (for individual sessions). Treatment plans may include objectives taken from IEPs, performance-based outcomes, and curriculum enrichment objectives. Documentation will be taken for each music therapy session on music therapy documentation forms. Feedback, in the form of documentation and/or verbally, will be provided to teachers and staff at the school and district level at end of the year and the end of the semester (by request) to show progress in reaching goals/objectives.

Healing Hearts will be contracted for 12 hours per week to provide services to students of the Gadsden County School District (See Appendix I- Allocation of Services/Time). The first two weeks of school, MT-BCs will conduct music therapy assessments, observations, and teacher meetings for music therapy groups. MT periodic reassessment, such as seeking out IEP plans and/or functional goals to identify music therapy goals and observation of students in the natural school setting, will also be included within work time, when necessary to perform such tasks. When implementing services, each group/class of music therapy will be broken down into an average ratio of 1 hour of direct student contact to 15 minutes of preparation and documentation time (See Appendix 1-Allocation of Services/Time). Healing Hearts must turn in sign-in sheets (with signatures of a school representative and the music therapist facilitating services) and an invoice in order to receive payment, with the exception of the following provisions:

The MT-BCs reserve the right to complete documentation and planning, follow-up emails with teachers and/or administration, away from the school sites when school-mandated scheduling interferes with the scheduling of music therapy services. This will not effect direct student contact hours. Proof of this provision will be the documentation. This work will also be reflected on the invoice.

Up to 12 hours at the beginning of the school year and 12 hours at the end of school year will be allotted Healing Hearts to bill while doing work from home. The purpose of these days is to produce initial/beginning of the year treatment plans and to produce final/end of the year documentation, respectively. Any request for formal mid-year documentation will also be billed for an additional 6 hours. Proof of this provision will be the document. This work will also be reflected on the invoice.

Healing Hearts Music Therapy requests a 24-hour notice for cancellations of sessions (due to field trips, scheduled school events, etc.) or school will be billed for services. or if the MT-BC arrives on campus to provide services and groups/classes/individual is not able to be seen or cancels without notification. If the MT-BC needs to cancel scheduled music therapy sessions the school will not be billed but will contact administration to schedule a make-up. In the cases of school closure for inclement weather, hurricane days, or state/school emergencies, HHMT reserves the right to schedule make-up sessions for the weeks/days of cancelled services.

Provision of access to records which are directly pertinent to this contract will be given to the Gadsden County School District, the Comptroller General of the United States, and the Federal Grantor agency, or any of their duly authorized representatives for the purpose of making audit transcriptions.

All student records will be retained for three years after final payment and all other pending matters are completed.

Liability:

Healing Hearts shall hold harmless, indemnify and defend the indemnities against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not limited to attorneys fees and costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of Healing Hearts, whether or not due to or caused in part by the negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Gadsden County, Florida, and its members, officers and employees.

Within five (5) days of the School Board approving this agreement, Healing Hearts representatives shall provide proof of the following insurance coverage indicated:

Professional Liability Insurance

Fee Schedule:

The music therapist(s)/intern(s) will deliver *up to two 12 hours per week at a rate of \$58.00 per hour.* Assignment of students/sessions will result from collaborative effort by the school site and the district office. Per request of administration or teachers for IEP meetings, Parent Nights, or Special Performances, HHMT will bill \$58.00 per hours served at those events.

Contract valid for dates of services specified above but may be discontinued by either party with 30 days prior written notice.

Signature of Owner

Stephany Nystrand, MM, MT-BC _____
Date

Official Address:
Healing Hearts Music Therapy, LLC
1862 Newman Lane
Tallahassee, FL 32312
Phone: (229) 400-0722

Signature of Approval:

Gadsden County Superintendent of Schools _____
Date

Appendix I-Allocation of Services/Time

Based on services provided last year and new planned services for this year, Healing Hearts will be providing services to the following schools (below). While the classes provided and the overall services will reasonably stay the same, there may be some change in the specific classes scheduled to be served on a particular day based on logistic ability of the therapist and best interest of students as defined by therapists with input from teachers:

Gadsden County High School

- 3 Hours of direct client contact split between 3 self-contained classrooms
- 1 hour of set-up/travel between classes/documentation and planning

Shanks Middle School

- 2 hours of direct client contact split between 3 self-contained classrooms
- 30 minutes of set-up/travel between classes/documentation and planning

Stewart Street Elementary

- 2 hours for direct client contact 3 split between 3 self-contained classes
- 30 minutes set-up/travel between classes/documentation and planning

George Monroe

- 2.5 hours of direct client contact time for 2 self-contained classes and 2 pre-school classes
- 30 minutes of set-up/travel between classes/documentation and planning

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7f

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Agreement Between the School Board of Gadsden County, FL., Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C.

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This agreement among Gadsden School District, Capital Health Plan World Class Schools of Leon County, and Titus Sports Academy will provide the following:

The CHP Champions program will provide before, during, and afterschool fitness and exercise programs for SBGC students and may also provide before and after-school fitness and exercise programs for employees. All programs, with the exception of the during-school student programs, shall be voluntary for participants.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent of Schools

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered 12

CHAIRMAN’S SIGNATURE: page(s) numbered 12

REVIEWED BY: _____

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, CAPITAL
HEALTH PLAN, INC., WORLD CLASS SCHOOLS OF LEON COUNTY, INC.,
and TITUS SPORTS ACADEMY, L.L.C**

This Agreement is entered into this _____ day of _____, 2020, by and between the School Board of Gadsden County, Florida; Capital Health Plan, Inc., a Florida Corporation, not for profit; World Class Schools of Leon County, Inc., a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce; and Titus Sports Academy, LLC. The School Board of Gadsden County, Florida, Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, LLC are collectively referred to as “the Parties.” The term “Party” shall be the singular of “Parties.”

Recitals

WHEREAS, the School Board of Gadsden County, Florida (“SBGC”) is the governing body of the Gadsden County School District (“District”); and

WHEREAS, Capital Health Plan (“CHP”) is a Florida Corporation, not for profit and a federally qualified non-profit health maintenance organization created to provide comprehensive and coordinated medical care in Calhoun, Gadsden, Jefferson, Leon, Liberty and Wakulla counties; and

WHEREAS, World Class Schools of Leon County, Inc., is a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce (“WCS”), created to involve business and civic leaders in the attainment of the highest levels of academic achievement in the District; and

WHEREAS, Titus Sports Academy, LLC (“Titus”), provides sports training in the Tallahassee, Leon County area and throughout the State of Florida; and

WHEREAS, CHP and Titus have partnered together to offer a physical fitness and exercise program to students and staff in the District and surrounding counties, hereinafter known as the *CHP Champions* program; and

WHEREAS, CHP and Titus have engaged WCS to implement the *CHP Champions* program, whereby funds provided by CHP to WCS will be utilized to implement the *CHP Champions* program through the services of Titus; and

WHEREAS, the *CHP Champions* program is designed to help participants improve their health, fitness, and self-confidence through physical activity and

play for 45 minutes twice weekly, and additionally focuses on self esteem building through mastery of physical skills and positive coaching techniques; and

WHEREAS, over the past fifteen years of its existence, the *CHP Champions* program has expanded its operations both within Leon County and the surrounding county area (“Big Bend area”); and

WHEREAS, the Parties desire to enter into a contractual relationship reflecting the Parties’ respective responsibilities regarding the implementation and operation of the *CHP Champions* program in the District for the 2020-2021 school year which starts July 1, 2020 and ends June 30, 2021, which start and end dates for implementation of the program are to be agreed upon by Titus and WCS, after consultation with SBGC.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, SBGC, CHP, WCS, and Titus do hereby mutually agree to the following terms and conditions below:

1. **Purpose**

1.1 The purpose of this Agreement is to define the roles, relationships and responsibilities of the Parties as each relate to the *CHP Champions* program, which is operated and implemented exclusively by WCS and Titus.

1.2 The *CHP Champions* program will provide before, during, and after-school fitness and exercise programs for SBGC students and may also provide before and after-school fitness and exercise programs for employees. All programs, with the exception of the during-school student programs, shall be voluntary for participants.

2. **SBGC Rights and Responsibilities**

2.1 SBGC will permit Titus to use its school sites as the location for the provision of the *CHP Champions* program, provided that Titus adheres to all applicable state statutes, state rules and board policies regarding the use of school facilities.

2.2 SBGC will assist in making the *CHP Champions* program available to District students in accordance with the terms set forth by the school site administrators.

2.3 SBGC will maintain a copy of each executed release obtained by Titus for each District student enrolled in the *CHP Champions* program.

2.4 Level II background screenings will be performed on all Titus staff involved in the *CHP Champions* program, in accordance with Leon County School policy 2.021 and applicable state law, upon payment of the required fee. Titus shall ensure that all employees, contractors or assignees submit to Level II background checks, as set forth in section 5.6, below.

2.5 SBGC will review all manuals, program rules and guidelines, safety protocols and forms related to the *CHP Champions* program.

2.6 SBGC will prepare and require compliance with a District security and operations manual for the *CHP Champions* program, which manual shall provide guidelines on maintaining safe and secure school sites, use and/or non-use of school recreational equipment, etc., which will be available during the *CHP CHAMPIONS* Coach Certification.

2.7 SBGC agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the *CHP Champions* program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents involving said employees and arising from these duties that may constitute grounds for a worker's compensation claim, an unemployment compensation claim, or which may be subject of a wage and hour determination, shall be covered exclusively by Titus pursuant to employees acting within the scope, responsibility and duty of employment. In the event a governmental entity (other than SBGC), court, or administrative panel make a determination under any state or federal law that SBGC is, singularly or jointly, the employer for these employees, Titus will indemnify, hold harmless and/or defend SBGC.

3. **CHP Responsibilities.**

3.1 CHP shall provide funds to WCS for the implementation of the *CHP Champions* program in accordance with the approved budget and including an administration fee of \$30,000 payable from CHP to WCS at the rate of \$2,500 per month. CHP will work in coordination with WCS and Titus in developing and maintaining an annual budget for the program. Any changes to the budget after approval must be

agreed upon in writing by CHP, Titus and WCS.

3.2 CHP shall ensure that all student records and/or personal health information disclosed to and/or used by it, in accordance with a properly executed release, is not improperly disclosed to any third party in violation of SBGC policy, or state or federal law, and shall protect such student information in accordance with section 8 of this Agreement.

4. **WCS Responsibilities.**

4.1 WCS shall act as the fiscal agent and contract manager for CHP, and shall utilize the funds provided to it by CHP to support and fund the operations of the *CHP Champions* program in accordance with this Agreement. This will include, but not limited to, the following:

- a. Developing and maintaining an annual budget for the *CHP Champions* program in coordination with CHP and Titus; any changes to the budget after approval must be agreed upon in writing by CHP, Titus and WCS.
- b. Disbursing CHP funds necessary to administer the *CHP Champions* program in accordance with this agreement and the annual budget;
- c. Providing monthly financial statements, which detail all receipts and expenditures, to the Chief Financial Officer of CHP;
- d. Providing quarterly financial reports, in a format agreed upon by WCS and SBGC, to the *CHP Champions* Advisory Committee; Ensuring that SBGC and the principal of each school in which the CHP Champions program is being administered are involved in student recruitment and scheduling;
- e. Ensuring that Titus documents successful completion of Level II background screening requirements by each staff member prior to contact with SBGC students;
- f. Ensuring that Titus maintain Commercial General Liability insurance, as set forth in section 5.8 of this Agreement, and that Titus provides the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the

insurance company documenting proof of annual payment) for the current policy period;

- g. Ensuring that Titus maintain workers compensation/employers liability insurance, as set forth in section 5.9 of this Agreement, and that Titus provides the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment) for the current policy period; Ties to maturity date of policy Titus agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the CHP Champions program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents arising from these duties that might constitute grounds for a Worker's Compensation claim would be covered under the Worker's Compensation policy provided by Titus and referenced in section 5.9. pursuant to employees acting within scope, responsibility and duty of employment.

4.2 WCS shall disburse the designated funds it receives from CHP as necessary to support and fund the goals and related outcomes of the *CHP Champions* program.

4.3 WCS shall ensure that all student information disclosed to and/or used by it, in accordance with a properly executed release, is not improperly disclosed to any third party in violation of SBGC policy, or state or federal law, and shall protect such student information in accordance with section 8 of this Agreement.

4.4 WCS shall coordinate *CHP Champions* Advisory Committee meetings. In addition, WCS may also assist in preparing an annual report.

4.5 WCS shall provide any assistance reasonably requested by Titus in the implementation and operation of the *CHP Champions* program.

5. **Titus Responsibilities.**

5.1 Titus shall develop, monitor and oversee the programs and the operations of *CHP Champions* including compliance with the standards and the goals developed by Titus and CHP for the *CHP Champions* program.

5.2 Titus shall develop all program materials, student materials, and procurement of program equipment, coaches' uniforms, "*CHP Champions*" t-shirts, rewards and incentives.

5.3 Titus shall develop and enforce the program standards, inclusive of assurance that each on-site coach representing Titus is meeting its minimum requirements as described in the attachment entitled "Requirements and Expectations for Champions Coaches."

- a. Ensuring that Titus will provide adequate training and day-to-day supervision of all staff, to include appropriate safety standards set forth by SBGC policy.
- b. Ensuring that Titus complies with all District safety and operations protocols.

5.4 Titus shall provide the staff and all programs necessary to implement and operate the *CHP Champions* program. In this regard, Titus shall have the sole discretion to recruit, select, hire and fire the staff, the coaches, any volunteers, or any other persons working in the *CHP Champions* program as Titus deems necessary to implement the *CHP Champions* program.

5.5 Titus shall select, train, and assign the staff, Coaches, volunteers, or other persons that may be required to work in the *CHP Champions* program.

5.6 Titus shall ensure that all employees, contractors or assignees submit to Sexual Predator and Level II background checks in accordance with state law and Gadsden County School Board Policies. Documentation of clearance will be provided to the Gadsden County School Board's Human Resource Department prior to the start of services.

5.7 Titus shall take all precautions necessary for the safety of and prevention of injury to persons, including *CHP Champions* program participants, Titus employees, and third persons, and for the prevention of damage to SBGC property.

5.8 Titus shall maintain during the term of this Agreement, and any and all subsequent terms, Commercial General Liability insurance covering Titus and the *CHP Champions* program for bodily injury, personal injury, and property

damage, including, but not limited to, coverage for operations, products, independent contractors, and liability contractually assumed, using the latest occurrence form edition Commercial General Liability Coverage Form (ISO Form CG1), as filed for use in the State of Florida by the Insurance Services Office. The insurance shall be in the minimal amount of \$1 million per occurrence/\$3 million annual aggregate and shall clearly list SBGC as Additional Insured on the policy certificate. Titus shall provide the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment). Titus shall not permit this insurance to lapse for any reason during the term of this Agreement and any subsequent terms. Any lapse in insurance coverage will be grounds for immediate termination of this Agreement, as set forth in section 10.2 of this Agreement. Titus shall provide written notice to WCS and SBGC within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim.

5.9 Titus shall maintain workers compensation/employers liability insurance covering Titus, the *CHP Champions* program, and to the extent its subcontractors and sub-subcontractors are not insured, which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. Titus shall ensure that this coverage complies with both the Florida Workers' Compensation Act and the Federal Employer's Liability Act. Subject to the restrictions found on the Standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for those customarily insured under Part One of the Standard Workers' Compensation Policy. The minimum amount of coverage for those customarily insured under Part Two of the Standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000. Titus shall provide the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment). Titus shall not permit this insurance to lapse for any reason during the term of this Agreement and any subsequent terms. Any lapse in workers compensation/employers liability insurance coverage will be grounds for immediate termination of this

Agreement, as set forth in section 10.2 of this Agreement. Titus shall provide written notice to WCS and SBGC within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim.

5.10 SBGC agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the CHP Champions program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents involving said employees and arising from these duties that may constitute grounds for a worker's compensation claim, an unemployment compensation claim, or which may be subject of a wage and hour claim or determination, shall be covered exclusively by Titus pursuant to employees acting within the scope, responsibility and duty of employment. In the event a governmental entity (other than SBGC), court, or administrative panel make a determination under any state or federal law that SBGC is, singularly or jointly, the employer for these employees, Titus will indemnify, hold harmless and/or defend SBGC.

6. **Compensation.**

6.1 Compensation shall be paid by WCS to Titus in accordance with the approved budget for the *CHP Champions* program.

7. **Protection of Proprietary and Confidential Information of Titus.**

7.1 The Parties acknowledge that during the performance of this Agreement and during the implementation and operation of the *CHP Champions* program, it may be necessary for Titus to disclose certain trade secrets, concepts, programs, intellectual property or other confidential and proprietary information (collectively referred to as "Information") that has been developed by Titus.

7.2 To the extent that any Party gains knowledge of the confidential or proprietary Information of Titus, the Parties shall not disclose to non-partner third parties any such Information except upon express, written permission of Titus.

8. **Protection of Student Information.**

The Parties acknowledge that, by virtue of entering into this Agreement, Titus and WCS may have access to certain participant information, including health information. Titus and WCS agree that neither party will at any time, either during or subsequent to the term of this Agreement, disclose to any non-partner third party, except where permitted or required by law or where such disclosure is expressly approved by the student's parent in writing, any participant information, and Titus and WCS shall comply with all Federal and State laws and regulations regarding the protection of such participant information.

9. **Term of the Agreement.**

This Agreement shall commence on the date signed ("Effective Date") and shall end on June 30, 2021, unless earlier terminated pursuant to paragraph 10. This Agreement may be extended or renewed, upon written approval of the parties.

10. **Termination of Agreement.**

10.1 This Agreement or any extension thereof may be terminated with or without cause, by any Party at any time, by giving a 60-day written notice to the other parties. Said notice shall be delivered by certified mail or in person. In the event this Agreement is terminated, the participants of the CHP Champions program shall be afforded a 30-day written notice. All costs incurred in the provision of the written notice to the participants shall be borne by the terminating party.

10.2 This Agreement or any extension thereof may be immediately terminated upon the provision of written notice by certified mail by any Party for the failure of Titus to maintain appropriate liability and workers' compensation insurance coverages in accordance with sections 5.8 and 5.9 of this Agreement.

10.3 In the event of termination pursuant to section 10.1, neither party is relieved of their respective performance obligations for the 60 day notice period. All parties are responsible to provide their respective services or payments for such services for all periods up to and including until the final expiration date of the notice period in section 10.1 above.

11. **Indemnification.**

11.1 In exchange for the ability to access SBGC property for the implementation of the CHP Champions program, WCS and Titus expressly undertake to indemnify, defend with competent counsel, and hold harmless SBGC against any and all liability, loss, damage, claims, suits, judgments, costs, fees or damages, including court costs and attorney's fees, exclusively arising out of the implementation and operation of the CHP Champions program, including, but not limited to:

- Disciplinary action or the termination of any individual involved in the CHP Champions program that is exclusively related to activities arising within the scope of the CHP Champions program;
- Debts accrued by WCS or Titus in connection with or arising out of the CHP Champions program and/or nonpayment of the same;
- Any material breach of this Agreement or violation of law;
- Personal injury, property damage, or violations of civil rights that may arise out of, or by reason of the CHP Champions program and/or its employees, agents, and representatives while performing their duties within the scope of the CHP Champions program;
- Any labor and employment related actions brought under state or federal law, as set forth in sections 2.7 and 5.10, above.

11.2 In addition to the express acknowledgment set forth in section 11.1 of this Agreement, Titus expressly undertakes to indemnify, defend with competent counsel, and hold harmless SBGC against any and all liability, loss, damage, claims, suits, judgments, costs, fees or damages, including court costs and attorney's fees, arising out of the negligence of any individuals involved in the implementation of the *CHP Champions* program, including employees, contractors, subcontractors, or other agents, in connection with and arising out of their services within the scope of this Agreement.

11.3 WCS or Titus shall provide written notice to SBGC in within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim for indemnification under this provision.

11.4 Should it become necessary for SBGC to incur any costs and/or expenses, from the Effective Date of this Agreement forward whether directly or indirectly, including, but not by way of limitation, attorney's fees, investigator's fees, collection fees, or court costs, in connection with any claim or demand for which indemnification is provided by this Agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this Agreement or any portion of it, WCS and Titus or their respective insurance carriers agree to pay SBGC, upon the provision of reasonable notice by SBGC, such reasonable fees and/or costs for which expenditure is made or liability incurred by SBGC.

11.5 WCS and Titus's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement and shall continue until the later of: a) five years after termination of this Agreement, or b) the final termination of all pending or threatened actions, suits, proceedings or investigations to which SBGC may be subject by virtue of this Agreement.

11.6 Nothing in this indemnification section waives or modifies the limitations of liability in section 768.28, F.S., which limits are hereby deemed applicable to this Agreement.

12. **Other Terms and Conditions.**

12.1 **Renegotiation or Modifications.** Modifications of the terms and conditions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties. The Parties agree to renegotiate this Agreement if any material changes to the *CHP Champions* program are made that adversely affect any party to this Agreement.

12.2 **Severability.** If any provision of this Agreement or the application thereof is held to be invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

12.3 **Assignment.** Titus may assign its rights and delegate its duties pursuant to this Agreement to any wholly owned subsidiaries of Titus that it deems necessary in order to implement and operate the *CHP Champions* program.

12.4 **Controlling Law.** The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Florida and the parties expressly submit to its jurisdiction.

12.5 **Authority.** Each party represents and warrants to the other party that it has all requisite authority and power to enter into and perform its obligations pursuant to the provisions of this Agreement.

12.6 **Integration.** This Agreement constitutes the entire Agreement of the Parties with respect to the implementation and operation of the *CHP Champions* program in Gadsden County.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date referenced above.

**School Board of Gadsden County,
Florida**

By: _____

Roger P. Milton

Its: Superintendent

**School Board of Gadsden County,
Florida**

By: _____

Audrey D. Lewis

Its: School Board Chair

**World Class Schools, Inc., Greater
Tallahassee Chamber of
Commerce**

By: _____

Sue Dick

Its: President

Titus Sports Academy, LLC

By: _____

Adam Faurot

Its: President

Capital Health Plan

By: _____

John Hogan

Its: President

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: RFP 2020-0005 Pre-Qualification of Construction Managers for Capital Improvements Projects

DIVISION: Facilities and Finance Departments

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested for pre-qualifying construction managers for capital improvements projects in accordance with the attached RFP 2020-0005. The qualifications of the 10 Construction Managers on the attached list were reviewed and approved. Approval of this list of construction managers allows the 10 firms to bid on District capital outlay projects regardless of the size of the project for capital improvements.

FUND SOURCE: Capital Projects and Federal Projects Funds

AMOUNT: Budgeted by Project within Available Revenues

PREPARED BY: William Hunter and Bonnie Wood

POSITION: Facilities Director and Finance Director

2020-0005 Pre-Qualification for Construction Managers

Cook Brothers Inc. Midway, FL

Southland Construction, Inc. Midway, FL

AllState Tallahassee, FL

Cullpepper Construction Company Inc., Tallahassee, FL

Shaffield Building Specialties, Inc. Tallahassee, FL

Ram Construction & Development Midway, FL

Childers Construction Co. Tallahassee, FL

Albritton Williams Inc. Quincy, FL

Ajax Building Company, LLC. Midway, FL

CSI Contracting, Inc. Quincy, FL

Request for Proposals (RFP)

Gadsden County School District's

***Pre-qualification
for
Construction Managers***



"Putting Children First"
Roger P. Milton
Superintendent

District Wide, Gadsden County Florida

Date Issued: 7/15/2020

Date Due: 8/10/2020

RFP Number: 2020-0005

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287 , E-mail: lawsona@gcpsmail.com

ADVERTISEMENT

The Gadsden County School Board**Is seeking Construction Managers to pre-qualify for bidding future Capital Improvement Projects.**

The School Board of Gadsden County in Quincy Florida invites qualified Construction Managers to submit their Qualifications in a sealed envelope with the intent of Pre-qualifying Contractors for future Capital Improvement projects.

Proposers must possess the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Possess experience in K-12 educational facilities construction
4. Adequately staffed to meet District needs
5. Properly insured as specified
6. Financially stable
7. Properly licensed
8. Bondable

An RFP proposal package may be picked up at the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing lawsona@gcpsmail.com. Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the proposal package to be responsive.

There will be no mandatory pre-submission conference or site visit for this RFP.

Proposals shall be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **8/10/2020**. Proposal will be opened on **8/10/2020** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

Please direct all questions by e-mail to: [Andrea Lawson](mailto:Andrea.Lawson), E-mail: lawsona@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>7/15/2020</u>	<u>8:00 am</u>
Last day for written inquiries	<u>7/29/2020</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>7/31/2020</u>	<u>5:00 pm</u>
Proposal due date	<u>8/10/2020</u>	<u>1:45 pm</u>
Proposal opening	<u>8/10/2020</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>8/10/2020</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>8/25/2020</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS

PART 1 – GENERAL CONDITIONS

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPS Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this RFP, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
 - A. If you are not a registered GCPS vendor, you will need to complete the W-9 form and return it to GCPS Purchasing office.
 - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPS Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPS shall not be responsible for providing addendums to proposers that are not registered.
 - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
 - A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
 - B. Unless specified elsewhere, purchases \$25,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided with the RFP
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
 - A. All proposers will check in with the Facilities Office before arriving at any of GCPS sites.

- B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
 - C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify, or modify the RFP in any way.
 - 1. All interpretations, clarifications, or modifications shall be by mean of an addendum issued from GCPS purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
 - B. Visited the site(s) to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance in providing the services.
 - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the RFP shall be submitted only through GCPS Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCPS Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments to the RFP:** The Owner reserves the right to revise or amend the RFP prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the RFP may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

- 1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.
- A. **Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05.*
1. For Work \$100,000 or less, no payment and performance bond shall be required unless specified otherwise.
 2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
 3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
 4. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
 5. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- B. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the

department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*

- a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
 3. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
 - a. The Gadsden County School Board shall be named as additional insured on policy.
 - b. For project less than \$100K, Property Insurance may be waived at the Owner's discretion.
 - c. Any special insurance requirements will be addressed in the Special Conditions.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
- A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.

1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department @ 850-627-9651

1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.

1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all

persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.

- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. 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 RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor;

any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** RFP's must contain an original manual signature of an authorized representative. Failure to properly sign the RFP may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFP.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete RFP and two (2) complete copies. In addition to the hard copies, they shall submit one (1) electronic copy on a USB flash drive in PDF format.
- A. The Original shall be signed, as specified above, with all supporting documentation as defined in part 2 of this document.
 - B. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.

- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- B. The review committee will select one Construction Manager from the highest scoring proposers to recommend to the Board for award.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.

- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.
- A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.
- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.
- The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule

of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

PART 2 – RFP REQUIRED FORMATTING

2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring or spiral binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**

A. **Cover Page: (1 point)** The cover page shall identify

1. Company Name
2. Due date and time
3. RFP number
4. The Owner's name, Gadsden County School Board

B. **Tab 1 – Letter of Transmittal: (5 points)** Provide the Firms name, Principle's name, business address and phone number. Give a brief description of services being requested in this RFP (this demonstrates to the owner the intent of the RFP is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.

C. **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.

1. Each project description shall include:

- a. Identify firm's team that worked on the project and at what capacity.
- b. Include name of project owner with contact information that shall include address of project, contact name, phone number, and e-mail address.
- c. List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
- d. List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.

D. **Tab 3 – Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each member of the GCPS team. It shall be required the at least one principle officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.

1. Each resume shall include at minimum:
 - a. Brief summary of overall experience
 - b. Years with Firm
 - c. Position held
 - d. Former employment with positions held
 - e. Education – degrees held, name of schools attended. Year graduated.
 - f. License – List all license and certificates held.
 - g. Work experience – List project name, Owner, Location and cost to construct.
 - h. References

- E. **Tab 4 – Penalties, Litigation and Bankruptcy: (2 point)** Indicate whether the firm or any of its members have ever been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.

- F. **Tab 5 – Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page and if available, and BBB report.

- G. **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.

- H. **Tab 7 – Bonding: (5 points)** Provide a letter of intent from a surety company acknowledging the firm may be bonded for the maximum amount of a minor project.

- I. **Tab 8– Addendum to Bid: (5 points)** Print and sign all addenda.

- J. **Tab 9 – Drug Free Work Place Form: (1 point)** Include a signed copy.

- K. **Tab 10 – Public Entity Crimes Form: (1 point)** Include a signed copy.

- L. **Tab 11 – Minority and Woman Owned Businesses Form: (1 point)** Include a signed copy.

- M. **Tab 12 – Debarment Certification Form: (1 point)** Include a signed copy.

- N. **Tab 13 – Conflict of Interest Form: (1 point)** Include a signed copy.

- O. **Tab 14 – Vendor Registration/W-9 Form: (2 point)** Include a signed copy.

- P. **Tab 15 – Financial Statement: (15 points)** Include most recent audited financial statement or unaudited in privately owned.

- 2.2 Once all copies of the proposals are bound and ready to submit, they should be boxed for ease of delivery and storage. It is required that the proposer label the outside of the

box using the label provided herein. The number of proposal copies is specified in section 1.26.

PART 3 – GENERAL REQUIREMENTS

- 3.1 **Summary:** Unless specified differently, each project specific agreement will be a GMP contract utilizing AIA Document A102-2007, Standard form of agreement between owner and contractor where the basis of payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price.
- A. The GMP shall include 1) the Cost of work, 2) Overhead and Profit (O&P) and 3) General Conditions (labor burden).
- 3.2 **Overhead:** Overhead is the administrative duties that are not specifically listed in the construction documents but must take place in order to fulfill the terms of the contract. They're usually off-site personnel that would include the project manager, estimator, principals, project engineers, bookkeeping, and administrative personnel.
- 3.3 **Profit:** Profit is the allowable percentage over the cost of work negotiated prior to execution of the contract.
- 3.4 **Overhead & Profit:** The percentage for overhead and profit shall be calculated as one number. This shall be written and recorded with the contract.
- A. Unless contested, the CM's overhead and profit shall be a fixed fee. The CM, in writing, may request the Owner to review justification to award O&P fees above the standard fixed fee.
1. **Fixed fee scale:** 14% is the maximum O&P percentage GCS will pay.

a. Work less than \$100,000.00	14%
b. \$100,000.00 to \$199,000.00	13%
c. \$200,000.00 to \$299,000.00	12%
d. \$300,000.00 to \$399,000.00	11%
e. \$400,000.00 to \$500,000.00	10%
f. Anything over \$500,000.00	To be negotiated
 2. **Negotiated O&P:** In addition to cost, overhead and profit may be adjusted based on complexity of the work and duration of schedule. It is the burden of the CM to provide enough detailed information to justify an increased O&P rate.
- 2.1 **General Conditions:** General Conditions are the on-site expenses that are reimbursable such as supervision, permit fees, site safety expenses, miscellaneous cleanup, and security and on larger projects, site office and storage trailers. Only onsite personnel and equipment will be considered in General Conditions.
- A. Equipment and Service costs shall be supported by invoices attached to each pay application. This includes cell phones and truck costs.

- B. GCPS Allowable Labor Burden Form shall be used to establish Labor Burden prior to signing the contract between CM and Owner. Labor burden shall be negotiated individually for each on-site employee. It shall be demonstrated each pay application for all CM personnel stationed on site. Time sheets shall be included as additional support.
 - C. General Conditions ***shall not*** include any profit.
 - D. All backup documentation must equal the General Conditions line total on the continuation sheet of each pay application.
- 3.5 **Scope of Work:** The awarded CM, after contract negotiation and execution of project agreement, shall work with the director of facilities on approved projects.
- 3.6 The Continuing Services agreement shall be for one year with the option to renew a year at a time for a maximum of three years.
- A. When requested, pre-construction services shall be provided at a negotiated lump sum fee.
 - B. Services shall include but are not limited to the following:
 - 1. Trade contract bidding
 - 2. Plan and Submittal coordination
 - 3. Permitting
 - 4. Schedule development
 - 5. Construction coordination and supervision
 - 6. Monthly owners progress meetings
 - 7. Substantial completion inspection
 - 8. Closeout documents
 - 9. One year, 100% labor and materials warrantee
 - C. CMs are encouraged to utilize MBE certified contractors when possible.
 - D. GCPS will generate a Purchase Order from the final Board approved GMP. No work shall take place by the CM or any of their subcontractors prior to the issuance of a PO.

PART 4 – EVALUATION PROCESS

- 4.1 **Selection:** The School Board intends to select one Construction Manager for a continuing services contract on all minor projects.
- 4.2 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

- A. Prior to opening, the committee will develop a point system to be used giving value to the mandatory requirements.
- B. GCPS Purchasing department, as specified in the Schedule of Events, shall publicly open and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the review committee.
 1. Proposals not meeting mandatory requirements shall not be distributed to the review committee for consideration.
- C. The review committee will evaluate and rank all compliant proposals to determine the top candidate for award recommendation. The Board will make the final selection.
- D. The recommended CM shall be posted at the front entry of the Walker Administration Building located at 35 Martin Luther King Jr. Rd., Quincy, FL 32351 and on the district's web site.

FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	
	A	
2	Q	
	A	
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	
8	Q	
	A	

Preparer's Name

Date

Authorizing Agent

Date

NOTE: This document must be signed and included with your Bid

FORM 00424

LABOR BURDEN FORM

Labor burden is the cost to a company to carry their labor force aside from salary actually paid. Simply stated, burden is the benefits and taxes that a company must or chooses to pay on their payroll.

All parties shall agree upon a percentage rate for labor burden reimbursement. It shall be the actual cost of labor and should not include any mark-up or profit to the contractor. Burden will be established prior to signing the contract and shall become part of the contract. All claims to burden shall require backup documentation from the service provider substantiating percentages requested. Each Contractor employee working on the project shall have their Labor Burden figured individually.

Unless noted otherwise, the Labor Burden Table shown below will be utilized and the Owner's Allowable Labor Burden Form signed by both Owner and Contractor.

Gross Salary	1.0000
Social Security Tax	0.0000
Medicare Tax	0.0000
State Unemployment	0.0000
Federal Unemployment	0.0000
Long Term Disability	0.0000
Health Insurance	0.0000
Retirement/401(k)	0.0000
Vacation / Sick / Holiday	0.0000
Workers' Compensation	0.0000
General Liability / Umbrella Insurance	0.0000
Safety	0.0000
Education / Training	0.0000
Total	1.0000
Rounded Multiplier	0.00

Signatures below indicate the labor burden has been reviewed by both Owner and Contractor and approved. It shall remain in effect for the duration of the contract.

Owner's Signature

Date

Contractor's Signature

Date

FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes _____ N/A _____

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

Publish 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 that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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 will abide by the terms of the statement and will 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.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

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.

Proposer's Signature

Date

FORM 00451

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public

FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words, and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) "Minority person" means a lawful, permanent resident of Florida who is:
 - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. 287.0943(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.
It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

FORM 00453**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
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 of 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", "voluntarily exclude", 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this 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, 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.

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 may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT
Suspension, Ineligibility, and voluntary exclusion
Lower tier covered transactions

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The Prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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.

Organization Name

Printed Names and Title

Signature

Date

FORM 00454

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (Title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, _____, _____, _____ Address City State Zip Code

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public – State of _____

Type or print name: _____

(Seal)

Commission No.: _____

Commission Expires: _____

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) **Requester's name and address (optional)**

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

.....

OR

Employer identification number

.....

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

FORM 00455

PROPOSER REGISTRATION

Proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to those that are not registered.

ITB, RFP, RFQ number: _____

Vendor ID number: _____

Project name: _____

Company name: _____

Federal ID number: _____

City, state and zip code: _____

Primary contact's name: _____

Telephone # (____) _____ Cell # (____) _____

Fax # (____) _____

E-mail address: _____

Qualifying agents name: _____

Qualifying agents signature: _____

Title: _____ Date: _____

Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted a proposal without the most current addendum.

FORM 00457

IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label, and affix it to the front of the box.

The Superintendent's office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope or box.

SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	
Proposal Title:	_____		
RFQ Number:	_____		
Opened Date:	_____		
From:	_____		
Address:	_____		

Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: PAEC Professional Learning Catalog 2020-2021

DIVISION: Professional Learning

X This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

The PAEC Professional Learning Catalog with 2020-2021 revisions is being submitted for approval with summary of amendments.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Ella-Mae Daniel

POSITION: Director, Professional Learning

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered _____

CHAIRMAN’S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____



THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351
Main: (850) 627-9651 or Fax: (850) 627-2760
<http://www.gadsdenschools.org/>

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

"Putting Children First"

APPROVAL OF The Panhandle Area Educational Consortium Professional Learning Catalog, 2020-2021

Prepared by
Professional Development Center
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, FL 32428
(850) 638-6131

Recommended to the Gadsden County District School Board on August 25, 2020.

Roger P. Milton, Superintendent

Approved by the Gadsden County District School Board on August 25, 2020.

Audrey D. Lewis, Board Chairman

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Tyrone D. Smith
DISTRICT NO. 5
QUINCY, FL 32351



PAEC Professional Development Center

Summary of Amendments to Professional Learning Catalog 2020-2021

Page(s)	Description of Amendment
2,3	Updated Superintendent, Director and Board of Directors Pages
5	Updated Professional Learning Catalog Advisory Committee
6-9	Updated Professional Learning Catalog Components – Alphabetical List
9-12	Updated Professional Learning Catalog Components – Numerical List
12	Revised Autism Spectrum Disorder K-12 Component Listing to reflect revisions in add-on endorsement plan
14	Added Alphabetized Component List for Professional Development Alternatives
13, 15, 79	Component Number Change Transportation Service Training from 6-515-001 to 8-515-001 due to duplicated component number
New Components Developed and Added	
8, 9, 21	Subject Content: Career Education
8, 9, 34	Subject Content: Computer Science
8, 9, 52	Subject Content: Humanities
8, 10, 70	Music Instruction
8, 10, 105	STEM Instructional Strategies
9, 10, 108	STEM Integrated Content
9, 10, 155	Writing Instruction
93	School Health and Safety Component Content Revised to Update Language
125, 126, 136	Replaced Language Arts Florida Standards with Florida’s B.E.S.T. Standards in English Language Arts
132	Replaced Mathematics Florida Standards with Florida’s B.E.S.T. Standards in Mathematics
161-391	Added Add-On Endorsement Plans to Professional Learning Catalog
162-199	Addition of Revised Autism Spectrum Disorder K-12 Add-On Endorsement Plan
309-327	Addition of Florida Gifted Add-On Endorsement Updated Components
393-618	Added Professional Development Alternatives to Professional Learning Catalog

SUMMARY SHEET
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Athena Scholastic Educator Success Microlearning Suite

DIVISION: Professional Learning (PL)

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Athena Scholastic is providing PL with 350 enrollments for their Educator Success Micro Learning Suite to be used during the 2020-2021 school year, ending on June 30, 2021 at no cost. After June 30, 2021, there is no commitment to continue. The Educator Success Micro Learning Suite will allow PL to offer teachers the ability to customize their professional development activities based on their needs, interest, and schedule through a micro learning approach. Micro learning is a holistic approach for skill based learning and education, which involves short-term-focused strategies designed for skill based understanding/learning/education. The suite of courses is self-paced and can be started, stopped, and restarted anytime. Educators (teachers, administrators, and support staff) will have 1 year to access and complete the course and earn continuing education credits for recertification.

Educators will be able to gain fundamental education knowledge through research-based, engaging, online courses. The opportunity to provide this form of professional development (PD) will serve as insight into other venues for expanding PD activities focused on offering short courses or modules instead of through a single long and laborious training, wherein educators are able to gain:

- new knowledge just in time to meet their immediate needs,
- immediate reinforcement of new knowledge and skills that align with making them more vested and focused on internalizing what they learn, and
- control of their own learning at a time and place that suits them and is able to control the amount of material they consume, as well as the duration of time they need to learn the new information properly.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Ella-Mae Daniel

POSITION: Director, Professional Learning

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

MASTER COURSE LICENSE AGREEMENT

This Master Course License Agreement between Athena Scholastic LLC., a Florida Limited Liability Company (“Agent”) and Gadsden County Schools (“Customer”/Authorized Users) for access to Athena Scholastic Educator Success Microlearning Suite (“Courses”) is entered into this 5th day of August, 2020.

1. License and Services

1.1 *License.* Athena Scholastic hereby grants Customer (defined as Gadsden County Schools teachers and staff) a personal, non-exclusive, non-transferable license (the "License") during the Term of the Agreement to use the materials included in the Courses that are made available by Athena Scholastic to Customer to teach employees of Customer, including, without limitation, all applicable notes, and any updates to any of the foregoing that are made available by Athena Scholastic to Customer (collectively, the "Licensed Materials"). Customer shall restrict use of the Courses and Licensed Materials to Customer and shall not use the Courses or Licensed Materials to teach any Customers other than the Authorized Users. Customer shall assign a unique login to each Authorized User and shall not allow Authorized Users or other Customers to share logins. Customer shall maintain a record of each Authorized User, the date upon which such Authorized User is granted access to any of the Courses, and the date upon which such Authorized User's access to the Courses is suspended. All such records shall be made available to Athena Scholastic upon Athena Scholastic's request for purposes of verifying usage amounts under this Agreement.

1.2 *Non-Hosted Courses.* Athena Scholastic will provide the courses set forth in Section B for hosting on Customer's LMS. The name of the contact person and their contact information shall be provided with agreed upon date of delivery of the SCORM files. Customer shall not be permitted to resell any courses. Resell of courses shall be permitted per separate negotiated agreement between both parties.

1.3 *Limited Purpose.* The agreed use of courses shall be used only by Customer and shall not sold, leased, sublicensed, transferred, posted, published, communicated, disseminated, distributed, or otherwise made available to any third party outside of the learning institution of Customer. Customer shall not allow any third party to use the Licensed Materials, including, without limitation, any affiliate of Customer or any vendor of Customer, and shall not use the Licensed Materials as a service bureau. Unless limited elsewhere in the Agreement, Customer may receive up to 120 Authorized Users accounts for the Licensed Materials.

1.4 *Permitted Course Revisions.* Customer has the right to make revisions to the Licensed Materials for the sole purposes of reasonable course migration and standards alignment and integrating such Licensed Materials with Customer's LMS, provided that Customer shall notify Athena Scholastic of any such revisions and provide Athena Scholastic with a copy thereof upon the request of Athena Scholastic. Athena Scholastic shall provide, at the Customer's request, reasonable assistance to Customer with respect to passwords or other digital rights management mechanisms installed or controlled by Athena Scholastic to facilitate the making of such revisions by Customer. Notwithstanding anything else contained in this Agreement, Athena Scholastic shall have no responsibility or liability for any reason with respect to any Licensed Materials that have been subject to revisions. Customer shall indemnify and defend Athena Scholastic, its parents, affiliates and subsidiaries, and their respective officers, directors, employees, contractors, and agents and their successors and assigns from any and all claims, actions, damages, expenses, obligations, losses, liabilities, and liens imposed on, incurred from, or asserted related to the revisions or arising therefrom.

1.5 *Other Course Revisions.* Except as expressly set forth in Section 1.4, Customer will not modify the Licensed Materials or create, author, or develop any derivative works thereof. If Customer desires Athena Scholastic to revise any Licensed Materials for any purpose not set forth in Section 1.4, Customer shall request such revisions in writing from Athena Scholastic, and Athena Scholastic shall have the option, at its sole discretion, to make such revisions for a fee. If Athena Scholastic determines to make and provide revisions, the pricing of such revisions will be separate from, and in addition to, the pricing terms of this Agreement, and the pricing, extent and timing of such revisions shall be subject to each party's prior agreement.

1.6 *Intellectual Property Ownership.* As between the parties, the parties agree that the Licensed Materials and all revisions, modifications, updates, and derivatives of any kind to any Licensed Material (electively, the "Derived Materials") conceived, created, authored, or developed pursuant to this Agreement, whether by or for Customer, by Athena Scholastic, or otherwise, shall be exclusively owned by Athena Scholastic. Customer hereby assigns and agrees to assign all intellectual property rights (including moral rights) in, to and as embodied by any of the Derived Materials to Athena Scholastic. Customer shall, both during and after the Term, provide such information and assistance, perform such actions, and sign such further documents as are

reasonably required to evidence such assignment or to register, protect, maintain, defend, and enforce any such intellectual property rights. Any Revised Materials shall be deemed to be Licensed Materials for purposes of this Agreement.

1.7 Customer Support. Athena Scholastic will provide first level customer support in regard to the LMS and account management.

1.8 Product Review. Athena Scholastic has the right to survey completers of the courses to help determine updates to the product and future products

2. Payment

2.1 Pricing. Per Schedule A there is no cost to customer for 120 authorized users enrolled during the initial terms of the agreement.

2.2 Additional Learning Materials. The Licensed Materials may require Authorized Users to obtain additional learning materials, software, or equipment not provided under this Agreement, including as may be identified in Schedule B or in the Licensed Materials. In such case, Customer will be required to obtain such additional learning materials and equipment from a third-party at Customer's own expense.

2.3 Taxes. All fees payable under the Agreement do not include any excise tax and customs duties, federal, provincial or local taxes. Customer will be solely responsible for payment of all applicable excise taxes, customs duties, federal, provincial or local taxes (other than those based on the net income of Athena Scholastic).

2.4 Audits. Customer will allow and obtain for Athena Scholastic reasonable access (including via provision of a login) to audit Customer's records and Customer's use of the Licensed Materials on Customer's LMS and through the platform on which courses are housed ("Hosting Services"), in each case to monitor Customer's compliance with the terms of this Agreement. Athena Scholastic may request reports regarding usage of Licensed Materials from Customer and Customer will provide send such reports to hreingold@athenascholastic.com. Athena Scholastic shall not retain any personally identifiable end user information that may be obtained as a result of any such audits after verification of such compliance. If any such audit identified any noncompliance by Customer or Customer's Hosting Provider, Customer shall promptly remedy such non-compliance and reimburse Athena Scholastic for the cost of any such audit.

3. Publicity

3.1 Press Releases. Except as otherwise required by applicable laws, any press releases or other public disclosures related to Licensed Materials or this Agreement, whether individual or joint, and the release

date thereof, must be reviewed and approved by both parties before publication. Customer agrees to use the Athena Scholastic logo in all of marketing campaigns including their website and agrees to distribute any marketing collateral provided by Athena Scholastic at any conferences the Customer attends or hosts. Customer will actively promote the Athena Scholastic professional development partnership a minimum of once a quarter through avenues to include press releases, blogs, conferences, and customer testimonials through social media for the timeframe of this agreement.

4. Customer Obligations

4.1 System Requirements. Customer shall be solely responsible for ensuring that teachers and staff have:

- (a) a suitable Internet connection;
- (b) access to a computer that meets the minimum hardware and software requirements specified by Athena Scholastic ("System Requirements"), including, without limitation, the software requirements set forth in Schedule B; and
- (c) personal email accounts.

Customer acknowledges and agrees that Athena Scholastic is not able to, and does not, provide support to Customer, with respect to their Internet connection, computer hardware, computer software, or personal email accounts.

4.2 Hosting Services. If Customer uses the Hosting Services to access the Licensed Materials, the Customer has satisfied itself with respect to the appropriateness of the Hosting Services and confirms that the Hosting Services comply with Customer's requirements and legal obligations, including but not limited to privacy and confidentiality obligations. The Customer further acknowledges that the performance and throughput of the internet connection and the quality of the Hosting Services cannot be guaranteed by Athena Scholastic, and variable connection performance may result in application response variations. Customer hereby acknowledges that the Hosting Services are not owned, operated, managed by, or in any way affiliated with Athena Scholastic, or any of its affiliates, and that it is a separate network of computers independent of Athena Scholastic. Access to the Hosting Services is dependent on numerous factors, technologies and systems, which are beyond Athena Scholastic's authority and control. The Customer acknowledges that Athena Scholastic cannot guarantee that the Hosting Services will meet the level of up-time or the level of response time that the Customer may need to access the Licensed Materials. The Customer agrees that its use of the Hosting Services and the internet is solely at its own risk, and is subject to all applicable local, state,

national and international laws and regulations.

4.3 *Passwords.* Customer will ensure that only its authorized users, shall have access to Licensed Materials and will use passwords to access the password protected accounts.

4.4 *Representation.* Customer will not make any representations, warranties or commitments with respect to Athena Scholastic or the Courses. Customer shall be responsible for any violation of the terms or restrictions of this Agreement with respect to the Licensed Materials by its employees, contractors, teachers, and administrators as if such employees, contractors, and staffs were parties to this Agreement. **Athena Scholastic agrees to negotiate terms at a later date for the opportunity to resell courses to Customer.*

5. Confidentiality

5.1 *Definition and Treatment.* Each party agrees that, during the Term of this Agreement and for two (2) years thereafter, it shall not disclose to any third party the terms or conditions of this Agreement or use or disclose any Confidential Information of the other party, except as expressly authorized herein or as required by law. The term "Confidential Information" shall mean all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential, including, without limitation, information relating to any unreleased Licensed Materials or the pricing of any Licensed Materials. Notwithstanding the foregoing, "Confidential Information" shall not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party.

6. Limited Warranty and Disclaimer

6.1 *Limited Warranty.* Athena Scholastic represents and warrants that the Licensed Materials are not known by Athena Scholastic to include any material errors are believed to be correctly attributed to any authors of such Licensed Material. However, due to the large volume of factual information included in the Licensed Materials, Customer acknowledges and accepts the risk that such material errors or errors in attribution may exist. Further, Customer acknowledges and accepts the risk that technical errors may exist in the software on which the Licensed Materials are presented. Customer's sole remedy and Athena Scholastic's sole liability, for any errors in the Licensed Materials, whether factual, technical, with respect to attribution, or otherwise, is to use Athena Scholastic's commercially reasonable efforts to correct such errors in the next error correction update provided by Athena Scholastic. Customer also acknowledges and accepts

that the Licensed Materials may include information or materials that some people may find offensive, immoral, or otherwise inappropriate for instruction. Customer shall review any Licensed Materials prior to use in instructing students and shall determine in Customer's sole discretion and at Customer's sole risk if Customer will use any Course included in the Licensed Materials and if such Licensed Materials satisfy any curriculum requirements or educational guidelines or regulations prior to any such use.

6.2 *Disclaimer.* except as otherwise set forth in section 6.1 above, ATHENA SCHOLASTIC disclaims any and all representations, warranties, conditions, and duties of any kind (if any), express, implied, or statutory, including without limitation, any warranty of merchantability, non-infringement of intellectual property rights, or fitness for any particular purpose. ATHENA SCHOLASTIC does not represent or warrant that the licensed materials or the hosting services will meet customer's business requirements, or that the operation of the licensed materials will be error free or uninterrupted, or that all or any errors can be corrected.

7. Indemnity

7.1 *Duty to Indemnify.* Customer shall indemnify, defend, and hold harmless Athena Scholastic from and against any and all actions, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with Customer's breach of any of the restrictions or terms of Article 1 or the failure of Customer to meet its obligations under Article 4.

8. Limitation of Liability and Exclusion of Certain Damages

8.1 *Exclusion of Certain Damages.* Except with respect to customer's indemnification obligations under article 7, neither party will be liable to the other party for any indirect, incidental, consequential, special or punitive damages arising out of or in connection with this agreement, regardless of the form or cause of action or the alleged basis of the claim, even if a party has been advised of the possibility of such damages.

8.2 *Limitation on Liability.* In no event shall ATHENA SCHOLASTIC total aggregate liability to customer for any claims arising out of or in connection with this agreement, regardless of the form or cause of action or the alleged basis of the claim, exceed the total amount of fees actually received by ATHENA SCHOLASTIC under this agreement. the foregoing limitation of liability shall apply regardless of the form or the cause of action or alleged basis of the claim, and even if the remedies otherwise provided under this agreement, at law or in equity, fail of their essential purpose.

9. Term and Termination

9.1 *Term.* This Agreement shall commence on the Effective Date and continue for the Initial Term, as set forth in Schedule A, unless earlier terminated as provided in this Section.

9.2 *Termination For Cause.* Either party may terminate this Agreement immediately upon written notice to the other party, if the other party:

- (a) has made a material breach of this Agreement; and
- (b) has failed to cure that breach within fifteen (15) days after receipt of written notice thereof or has failed to take reasonable steps to cure such breach if it cannot be cured within such fifteen (15) day period.

9.3 *Effect of Expiration/Termination.* Upon the expiration or termination of this Agreement, Customer shall return to Athena Scholastic all of Athena Scholastic's proprietary information in Customer's possession, including, but not limited to, all electronic and written copies of any Licensed Materials. Upon the expiration or termination of this Agreement for any reason, Customer will ensure that all use of and access to all Licensed Materials by Customer and its employees, and, administrators will promptly cease. Upon the request of Athena Scholastic, Customer shall provide a certificate executed by an officer or director of Customer certifying Customer's compliance with this Section. A final accounting will be made between the parties, and Customer will promptly pay all amounts due and owing to Athena Scholastic.

9.4 *Survival.* Section 1.6, 2.1, 2.2, 2.4, 3.1, and 5.1 will survive the expiration or termination of this Agreement.

10. Miscellaneous

10.1 *Relationship of the Parties.* Athena Scholastic and Customer are independent contractors with respect to one another, and this Agreement will not be interpreted to create any agency, joint venture, employment or partnership relationship. As independent contractors, each party shall be solely responsible to pay all applicable taxes arising from all endeavors related hereto, including, but not limited to, social security, self-employment taxes and disability insurance.

10.2 *Force Majeure.* Each party will be excused from liability, delay, or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, changes in laws or regulations, riots, wars, terrorism, floods, fires, and earthquakes, weather events, and disruptions in utilities or Internet services. Notwithstanding the foregoing, this provision shall not apply to any payment obligations under this Agreement.

10.3 *Notices.* Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service or by certified or registered mail, postage prepaid and return receipt requested, to the addresses set forth on the first cover page of the Agreement or at such other reasonable address at which personal delivery may be effected of which a party may from time to time advise. Such notices shall be deemed to have been given on the day when actually received by the party to whom the notice is given.

10.4 *Assignment.* Customer will not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Athena Scholastic. Athena Scholastic may assign this Agreement to an affiliate or pursuant to a reorganization, restructuring, merger, acquisition, or sale of substantially all assets that are the subject matter of this Agreement. Subject to the previous sentence, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees.

10.5 *Amendment.* No waiver or amendment of any provision of the Agreement will be effective unless made in writing and signed by both parties. Notwithstanding the foregoing, Customer acknowledges and agrees that Athena Scholastic may, from-time-to-time during the Term, unilaterally update to: (a) add or replace further Licensed Materials on reasonable notice to the Customer; or (b) delete Licensed Materials on four (4) months written notice to the Customer. Additionally, Customer acknowledges and agrees that Athena Scholastic may, from-time-to-time during the Term, unilaterally update Schedule C on reasonable written notice to Customer due to changes in the technical requirements for use of the Licensed Materials.

10.6 *Waiver.* No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

10.7 *Governing Law; Forum for Resolution of Disputes.* This Agreement will be exclusively governed by and construed under the laws of Florida (except to the extent federal law is controlling on the subject matter), without application of its conflicts or choice of law rules. All disputes brought by either party arising under this Agreement will be brought exclusively in a federal or provincial court of competent jurisdiction in Florida as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts and waives and waives any objection It may now or hereafter have to venue or to convenience of forum.

10.8 *Attorney's Fees.* In any action to enforce any

right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees, through all levels, including appeal.

10.9 *Severability.* If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.10 *No Third Party Beneficiaries.* This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.12 *Entire Agreement.* This Agreement, together with the Schedules incorporated by reference herein constitute the entire agreement between the parties with regard to the matters dealt with in the Agreement, and supersedes all prior representation, negotiations, understandings and agreements, oral or written, between the parties, with respect thereto. All purchase orders, forms of acceptance, invoices and other documentation respecting the subject matter of the Agreement will be issued or be deemed to have been issued or given by each of the parties for administrative purposes, and any and all terms and conditions contained therein will be of no force and effect except and to the extent the information contained therein is required pursuant to the Agreement.



The Athena Scholastic Educator Success Microlearning Suite Schedule A

Contract Start Date: 8/5/2020

Contract End Date: 6/30/2021

Payment Terms: N/A

Billing Frequency: N/A

Account Name: Gadsden County Schools

Contact Person: Ella-Mae P. Daniel

Created Date: 7/18/2020

Billing Address: N/A

Pricing Line Item	Quantity	Sales Price	Line Item Description	Total Price
Per User Enrollment	350	N/A	The Educator Success Microlearning Suite Expires: 06/30/2021	N/A

- Pricing - Customer will receive 350 enrollments to be used during the initial term of the contract valid until 6/30/2021 for no charge.

- Customer shall submit enrollment numbers to Athena Scholastic, based on the following schedule.

Enrollment Requirements	Reporting Period
August 1 to October 14	November
October 15 to December 31	January
January 1 to March 31	April
April 1 to June 30	July

**The Customer shall submit the Enrollment Requirements to Athena Scholastic by email to: hreingold@athenascholastic.com.*

<i>Roger Milton Superintendent Gadsden County Public Schools 35 Martin Luther King Blvd Quincy, FL 32351</i>	<i>Date</i>	<i>Heather Reingold, Director of Learning and Leadership Athena Scholastic</i>	<i>Date</i>
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Schedule B

SCORM Files

- Questioning with Bloom's Taxonomy: Learners get an overview of Bloom's Taxonomy and how to create rigor-based questions.
- Assessing with Webb's Depth of Knowledge (DOK): Learners get an overview of Webb's DOK and receive insight on the role it plays in developing rigorous, standards-driven assessments.
- Standards Versus Curriculum: Learners review the differences between standards, benchmarks, and curriculum and how each one is essential for student learning and instruction.
- Unpacking Standards: take a deep dive into the process of unpacking standards and how it impacts student achievement.
- Measuring Cognitive Rigor: Learners analyze cognitive rigor and how to measure it during instruction and assessment.
- Online Learning 101: Learners review all the aspects of online education.
- Online Teaching 101: Learners explore how to be an effective online teacher.
- Rubrics Part One: Learners examine the importance of rubrics for assessing student achievement.
- Rubrics Part Two: Learners learn how to develop their own rubrics for assessing student achievement.
- Differentiating Instruction: It's easier than you think! Learners will review different approaches for differentiating instruction to meet the needs of all students in their classrooms.
- Integrating Soft Skills Across the Curriculum: Learners will evaluate the need for integrating soft skills into any content area to prepare students for college and career success.

Delivered to:

Name:

Email:

Phone:

Date to be received:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Request to Advertise Notice of Intent (Policy Numbered 6.543, Illness-Or-Injury-In-Line-Of-Duty Leave.)

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This is to request approval to advertise a Notice of Intent to Adopt Policy Numbered 6.543, Illness-Or-Injury-In-Line-Of-Duty Leave.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Bonnie Wood

POSITION: Finance Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered _____

CHAIRMAN’S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
NOTICE OF INTENT TO ADOPT POLICIES**

DATE OF THIS NOTICE: August 25, 2020

The School Board of Gadsden County, Florida hereby gives notice of its intent to adopt/amend Gadsden County School Board Policies.

PURPOSE AND EFFECT: The purpose and effect of this policy amendment is to establish rules that govern processes while conducting business on behalf of the Board.

RULEMAKING AUTHORITY: Subsection 1001.41(2), Florida Statutes

LAWS IMPLEMENTED: 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, F.S.

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to adopt/amend School Board Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

**A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M.
ON:** Tuesday, October 27, 2020

PLACE: Max D. Walker School Administration Building
35 Martin Luther King, Jr., Blvd.
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/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.

NAME OF THE PERSON ORIGINATING THIS RULE:

Roger P. Milton
Superintendent of Schools

NAME OF THE PERSON WHO APPROVED THIS RULE:

Roger P. Milton
Superintendent of Schools

DATE OF SUCH APPROVAL: August 25, 2020

A COPY OF THE POLICIES PROPOSED FOR ADOPTION MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Roger P. Milton, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida.

CHAPTER 6.00 – HUMAN RESOURCES

ILLNESS-OR-INJURY-IN-LINE-OF-DUTY LEAVE

6.543

- I. Any full-time regular employee shall be entitled to illness or injury-in-line-of-duty leave for a period not to exceed ten (10) school days when he has to be absent from work because of a personal injury received in the discharge of his duties or because of illness from any contagious or infectious disease contracted in the performance of his/her duties.
- II. Any full-time regular employee documented as having been exposed to the COVID-19 virus in the discharge of his/her duties and required to quarantine for a specified number of days as recommended by the Centers for Disease Control (CDC) shall be entitled illness-in-the-line-of-duty leave for that period of time. If the employee is unable to resume work at the end of that period of time, he/she may elect to use accrued sick leave and receive salary payments.
- III. Illness-in-the-line-of-duty leave is intended for use with Worker Compensation claims including having contracted the COVID-19 virus in the line of duty, and illnesses normally known as childhood diseases; such as mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is non-cumulative.
- IV. With exception to Paragraph II and III above, leave for any employee, as prescribed by law, shall be authorized for a total not to exceed ten (10) work days during any school fiscal year for an illness contracted or any injury sustained in the line of duty, or a total of ten (10) days for the same illness or injury. The employee granted such leave is entitled to full pay status for a period not to exceed ten (10) working days. If the employee is unable to resume work at the end of a ten (10) work day period, he/she may elect to use accrued sick leave and receive salary payments.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F. S.

LAWS IMPLEMENTED:

**1001.43, 1012.61, 1012.63,
1012.66, 1012.695, F. S.**

STATE BOARD OF EDUCATION RULE:

6A-1.080

HISTORY:

**ADOPTED:
REVISION DATE(S):
FORMERLY: 3.105; 3.114**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Approval of 2020-2021 Threat Assessment Procedures Manual

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Approval is request for the 2020-2021 Threat Assessment Procedures Manual.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Matthew Bryant **MB**

POSITION: Safety and Security Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:

GADSDEN COUNTY SCHOOL DISTRICT

Threat Assessment Procedures Manual

2020-2021 School Year



Roger P. Milton
Superintendent of Schools
Gadsden County School District
35 Martin L. King Jr., Blvd
Quincy, Florida 32351
www.gadsdenschools.org

Board Approved
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Introduction

The Gadsden County School District's procedures for Threat Assessment comprise a three-stage process, which includes an Initial Response, Level 1 Screening, and Level 2 In-Depth Assessment. The three stages of the Threat Assessment process are intended to ensure timeliness of response, safety of all in the school environment, and deployment of the school's resources in the most efficient manner, according to the facts of each individual case. We emphasize in our training that not all threats are created equal. It is important that those charged with the responsibility of responding to potential threats in the schools have a systematic means of gathering information and communicating with each other about the seriousness of the situation and the need for immediate action. In the majority of cases, there will be sufficient time to complete all three stages of the process, if needed. However, in some instances, a threat may be imminent, which will require quick and effective action to ensure the safety and well-being of students and staff. The three-stage Threat Assessment process allows for maximum flexibility in responding to and managing the variety of threat situations that may arise in schools.

Overview

Types of Threat

You may gain some initial guidance about how to respond by thinking about the type of threat the student is making. According to the FBI, threats fall into four basic categories:

- Direct threat – a threat that identifies a specific act against a specific person(s) or target(s) delivered in a clear, plausible, and explicit manner.
- Indirect threat – a threat that is unclear, ambiguous, or lacks specificity. Violence is implied, but the threat is phrased tentatively, suggesting that a violent act could occur, not that it will occur.
- Veiled threat – a threat that strongly implies, but does not explicitly threaten, violence.
- Conditional threat – a threat often seen in extortion cases. It warns that a violent act will occur unless certain demands or terms are met.

While all threats should be taken seriously, only the direct threat suggests that immediate action may need to be taken. In each of the other cases, there is time to complete all stages of Threat Assessment, if needed. That is, there should be sufficient time to gather additional information about the student that will help you determine the nature of the threat and plan for intervention and supervision.

Levels of Threat

A second determination you will need to make concerns the level of threat posed by the situation. The district's procedures correspond with FBI recommendations about levels of threat and include the following:

- **Transient Threat**
 - Poses a minimal risk to the victim and public safety
 - Is vague and indirect
 - Information is inconsistent, implausible, or lacks detail
 - Content suggests the person is unlikely to carry out the threat

- **Substantive Threat**
 - Direct, specific, and plausible
 - Appears to pose imminent and serious danger to safety of others
 - Suggests detailed steps have been taken (e.g., stalking or acquisition of weapons)
 - Almost always requires involving law enforcement

Again, sorting among levels of threat is not an exact science and requires judgment. Two general principles may prove helpful when determining level of threat. The first is specificity of content. All threats can be analyzed for their content (e.g., "what" is being said or implied). There's a big difference between, "I'm so mad I could choke someone" (vague and nonspecific); and, "At lunchtime today, I'm going to get Dave, and cut him up like a jigsaw puzzle" (specific about who, when, where, and how). As a general rule of thumb: the more specific the content of a threat, the more serious the risk of imminent danger.

A second principle is plausibility of context. All threats can also be analyzed for their context (e.g., events and conditions that surround the threat). Again, there's a big difference between, "I'm going to get a nuclear bomb and blow up the whole county" (not plausible); and, "My dad's got guns all around the house; I know where to gate's to the school are, and I know how to seem inconspicuous" (plausible). As a general rule of thumb: the higher the plausibility of threat context, the more serious the risk of imminent danger. When both converge (high specificity and plausibility), you should be especially vigilant about the potential of imminent danger.

If you're struggling to determine exactly which level of threat is posed, err on the side of caution. If you just can't decide if a situation represents a "transient" or "substantive" level of threat, it is better to go with the latter. Remember that in the vast majority of cases you have time for information gathering; and more detailed information will never be a waste of time.

Factors Shaping the Student's Decision-Making and Behavior

The best determinant of the nature of a threat is the students' past and current behavior, and factors that might influence their decision-making. The Federal Bureau of Investigations (FBI) recommends consideration of all the following:

- **Personality of the student**
 - *Behavioral characteristics*
 - * History of violent behavior
 - * Capacity to cope with stress and conflicts
 - * Ways of dealing with anger, humiliation, disappointments
 - * Resiliency related to failure, criticism, or other negative experiences
 - * Response to rules and authority
 - * Capacity for emotional empathy and/or respect for others
 - *Internal states/traits*
 - * Tolerance for frustration
 - * Need for control
 - * Presence of depression or other mental illness
 - * Self-perceptions (narcissism/insecurity)
 - * Need for attention
 - * Presence of blame (internal/external)
 - * Sense of self-importance compared to others (superior/inferior)
- **School dynamics**
 - Student's attachment to school
 - Tolerance for disrespectful behavior
 - Approach to discipline (equitable/arbitrary)
 - Flexibility/inclusiveness of differing cultures
 - Pecking order among students
 - Code of silence among students
 - Supervision of computer/internet access
- **Social dynamics**
 - ✓ Peer group relationships and culture
 - ✓ Use of drugs and alcohol
 - ✓ Use of media, entertainment, technology
 - ✓ Level of interests outside school
 - ✓ Potential for being influenced by past events to become "copycat"
- **Family dynamics**
 - Parent/Guardian-child relationships
 - Attitudes toward "deviant" behavior
 - Access to weapons
 - Sense of connectedness/intimacy
 - Attitude toward parental authority (e.g., resentment)

- Supervision (e.g., monitoring of child's whereabouts, peer group, TV, video games, internet use, etc.)

In the Gadsden Threat Assessment procedures, analysis is conducted by completing the **Threat Risk Assessment Checklist (TRAC)** (page 41) by the Level 1 and Level 2 assessment teams.

Final Considerations

Depending on the outcome of your threat assessment, the team will need to decide appropriate "next steps." These steps may range from immediately securing the student in question, deciding on alternatives to current school placement that may be needed, calling in law enforcement, how to best notify parent/ about the situation, planning for short-term or long-term interventions and/or supervision in the schools, monitoring of the student's behavior, planning for a student's return to campus after suspension, and/or referral to appropriate mental health or social service agencies for follow-up. This manual contains numerous suggestions for follow-up activities that may be useful as you plan for the variety of contingencies that may arise.

Remember that the goal of threat assessment is not only to keep schools safe, but also to help potential offenders overcome the underlying sources of their problems. Effective threat assessment provides school personnel a wealth of information about a student's risks and resources. For example, a student who turns out to be expressing a low level of threat may still be one with a high level of need for intervention, supervision, and mental health services. In the spirit of prevention, identifying such a student and enabling services that may help ameliorate his or her problems, should be seen as a positive outcome for all involved.

Organizational Procedures

- It is the intent of the Gadsden County School Board to communicate, collaborate, and coordinate efforts with all state and local agencies and programs to provide services to students experiencing or are at risk of an emotional disturbance or mental illness. Records may be shared between such agencies that are confidential or exempt from disclosure under Chapter 119 F.S. if the records or information are reasonably necessary to ensure access to appropriate services for students or to ensure the safety of students and others.
- Each school must establish a Threat Assessment Team (TAT). Each TAT and all school administrators will be trained in the use of the threat assessment procedures including the use of the CSTAG instrument adopted by the Office of School Safety and all forms used in the threat assessment process.
- If an immediate mental health or substance abuse crisis is suspected, school personnel notify the TAT, which will follow policies established to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention, provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Onsite school personnel shall report all such situations and actions taken to the TAT, which contacts other agencies involved with the student and any known service providers to share information, including criminal history and coordinate any necessary follow-up actions. If the student transfers to a different school, the TAT verifies that any intervention services provided

to the student remain in place until the TAT of the receiving school independently determines the need for intervention services.

DRAFT

THREAT ASSESSMENT AND RESPONSE PROTOCOL

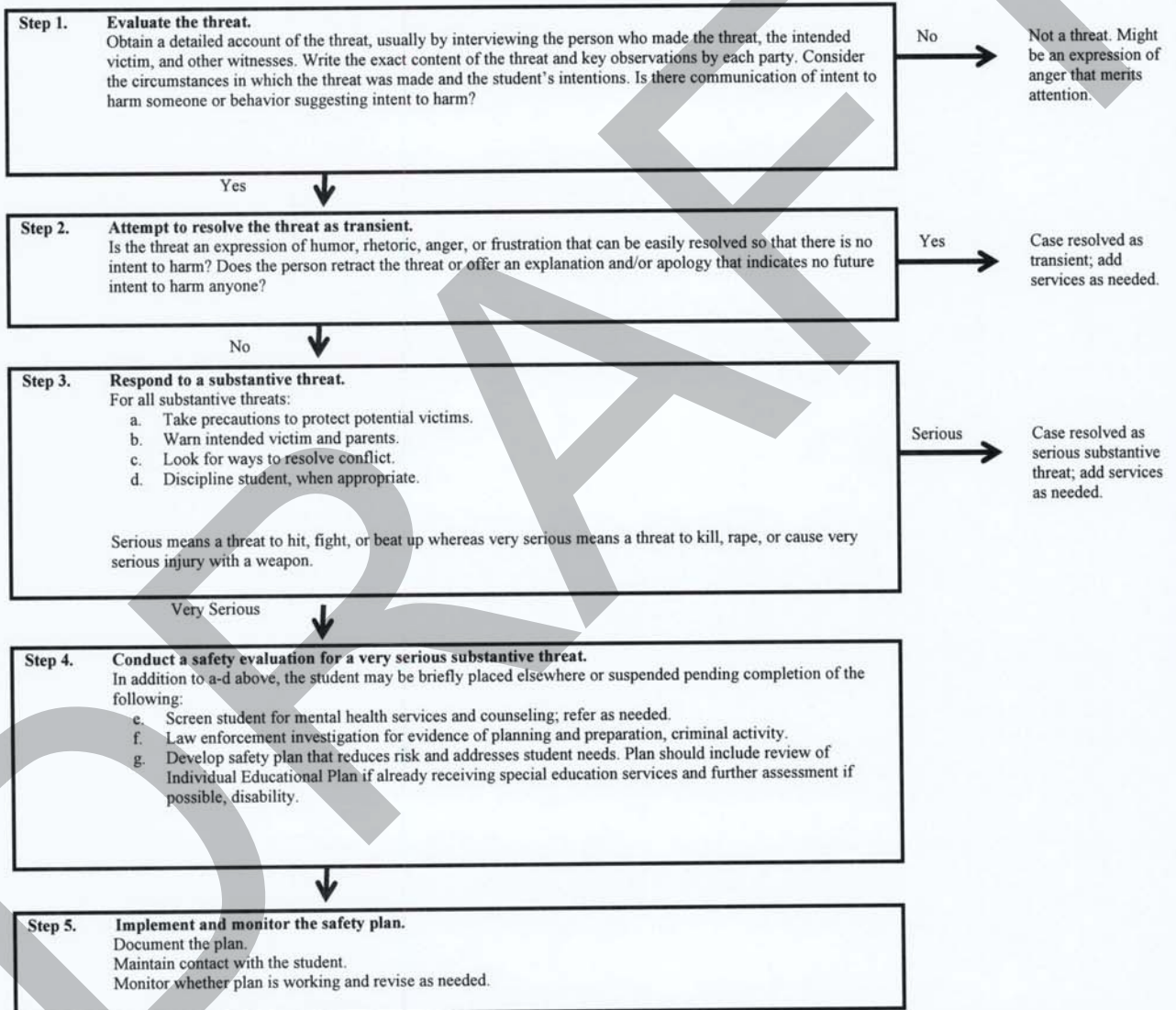
Comprehensive School Threat Assessment Guidelines

OVERVIEW

A threat is a communication of intent to harm someone that may be spoken, written, gestured, or expressed in some other form, such as via text messaging, email, or other digital means. An expression of intent to harm someone is considered a threat regardless of whether it is communicated to the intended target(s) and regardless of whether the intended target is aware of the threat. Threats may be implied by behavior that an observer would reasonably regard as threatening, planning, or preparing to commit a violent act. When in doubt, treat the communication or behavior as a threat and conduct a threat assessment. Threats that are not easily recognized as harmless (e.g., an obvious joke that worries no one) should be reported to the school administrator or other team members. The administrator or another team member makes a preliminary determination of the seriousness of the threat. The student, targets of the threat, and other witnesses should be interviewed to obtain information using this protocol. A *transient* threat means there is no sustained intent to harm and a *substantive* threat means the intent is present (or not clear) and therefore requires protective action. This form is a guide for conducting a threat assessment, but each case may have unique features that require some modification.

A threat assessment is not a crisis response. If there is indication that violence is imminent (e.g., person has a firearm at school or is on the way to school to attack someone), a crisis response is appropriate. Take immediate action such as calling 911 and follow the school crisis response plan.

School Threat Assessment Decision Tree*



Initial Response Procedure for Determining Need for Level 1 Screening

STEP 1

Administrator gathers initial statement from the reporter of the threat, the identified at-risk student, and any additional witnesses. The administrator uses the **Interviews** and **Target** forms being careful to follow the instructions on the form.

STEP 2

The administrator completes the *Assessing Level of Threat Checklist* (page 39) to make an initial judgment about the level of the at-risk student's threat. Whenever possible, teacher input should be solicited and considered. ***The threat is then rated as either transient or substantive.***

If the threat is determined to be of transient, then a Level 1 Screening is NOT needed. The administrator should continue to monitor the situation and provide any needed supports, with a review of the situation after one week.

The administrator should take the appropriate disciplinary actions that are in compliance with the district's **Code of Student Conduct** and monitor the situation accordingly.

If the threat is determined to be substantive, then Level 1 Screening IS necessary. The administrator completes the **Threat Notification and Report** (page 15) documenting the incident, and forwards copies to the District's Safety and Security Officer and the SRO.

The administrator should proceed to Level 1: Screening Step 1. A threat that has been rated as substantive, will involve contacting both school and community based "law enforcement" professionals and other sources to obtain additional information. The substantive threat will warrant investigation as a possible criminal offense. Intervention supports (e.g., a referral for counseling or other mental health services) will be necessary. A threat that has been rated as substantive will require the school to immediately inform the appropriate law enforcement agencies and the school's crisis response plan may need to be implemented depending on the severity of the substantive threat.

Level 1 Screening

Screening for further investigation of threat and determination of need for Level 2 In-Depth Assessment

STEP 1: Assemble Team and Assign Responsibilities

In response to an administrator's request, the school TAT initiates Level 1 Screening. The site team is composed of an administrator, a teacher, a mental health professional, law enforcement representatives (security specialist, SRO and/or GCSO investigator), and others as available. Teams should include representatives of different perspectives (e.g., mental health and administration) and professionals who are familiar with the at-risk student (e.g., teachers).

- Administrator (AP or Principal) *
- Guidance Counselor*
- Teacher/coach (familiar with the student) *
- SRO and/or LCSO investigator*
- Security Specialist*
- Mental Health Specialist
- ESE Specialist
- Behavior Specialist
- Others who know the student

*Mandatory member

STEP 2: Parent Notification

- Proceed with notification of parent(s) following the ***Parent/Guardian Notification Checklist*** (page 22). Parent/Guardian contact must be completed except in extraordinary circumstances. Multiple efforts to contact parents should be documented.
- A parent/guardian should be invited to participate in the screening meeting if the site team determines it would benefit the screening process. The site team may elect to complete the screening without direct participation of the parent if it is determined that such participation would compromise the process.

STEP 3: Conduct Data Collection

- Proceed with data collection for items on the *Level 1 Screening Process*
- Complete the ***Key Observations*** (page 20) form and ***Observations Suggesting Need for Intervention*** (page 21) form.

STEP 4: Complete Threat Risk Assessment Checklist (TRAC) Protocol

- Hold a TAT meeting within 24 hours of the report to complete Level 1: ***Threat Risk Assessment Checklist (TRAC)*** (page 41) many cases can be addressed through a Level 1 Screening, followed by appropriate interventions. The screening provides a consistent and

efficient way of documenting concerns and potential management strategies. It is also a means to determine if there is a need to do a more extensive Level 2: In-Depth Assessment.

STEP 5: Develop the Behavior Intervention Plan

- Complete the **Behavior Intervention Plan** (page 42) at the meeting unless a Level 2 In-Depth Assessment is required. *Note: At least three of the four mandatory team members must be present at the meeting and sign off on the plan.*
- If TAT team determines that a more in-depth assessment is necessary due to a greater need for investigation and supervision, then Level 2: In-Depth Assessment is required. The team should initiate Level 2 procedures immediately, including identification of team members.
- Implement the Behavior Intervention Plan.
- If Level 2: In-Depth Assessment is determined to be unnecessary, implement the Behavior Intervention Plan and complete the **Behavior Intervention Plan Review Form** (page 46) for monitoring after two weeks (or earlier if warranted).

STEP 6: Maintenance of Records

- The screening packet becomes a part of the student's records. The packet should be securely maintained in an assigned administrator's office, separate from the student's cumulative file. A flag indicating the existence of an administrative file should be placed in the student's cumulative file. In accordance with School Board Policy 5.70 Student Records and 5.711 Parent Access to Information, these records are subject to parent inspection.

STEP 7: Electronic Records

- For each student who has had a Level 1: Screening, it should be entered into the student management database.

Level 2 Screening In-Depth Assessment

Note: This protocol is only to be used by staff who have completed the required District Threat Assessment trainings.

In response to a referral by the Level 1 site team, the Level 2 team performs an in-depth assessment of factors that may contribute to the student's risk for engaging in violent or dangerous behavior (e.g., student personality and school history, family history, peer group influences, etc.).

STEP 1: Assemble Team & Assign Responsibilities

- Guidance Counselor identifies and notifies all team members and assigns data collection duties. *Assessment at this level requires a more "clinical" approach to searching out information about emotional reactions, interactions/relationships over time, and behavioral issues beyond those that may have been apparent at school.*
- The Level 2 TAT is composed of ALL members of the Level 1 TAT and at least two additional members* drawn from the following:
 - School Psychologist
 - Guidance Counselor
 - Law Enforcement representative (SRO) or GCSO Investigator (who is not already part of the Level 1 site team)
 - District staff member
 - Community mental health representative (with parent permission)
 - Parent Liaison

**It is important to incorporate a "non-school based" perspective in the Level 2 Assessment process*

STEP 2: Notify Parent and Collect Data

- Notify Parent/Guardian of data to be collected at Level 2 and the impending meeting to develop a *Plan of Action* to supplement the *Behavior Intervention Plan*. Parent/Guardian notification must be completed except in extraordinary circumstances. Multiple efforts to contact the parent/guardian should be documented.
- Collect additional data using the following forms?
 - Level 2 Teacher/Staff Interview Form (page 18) (efforts should be made to have form completed by each of the student's teachers)
 - Level 2 Student Interview** (Mental Health Assessment) (page 27)
 - Level 2 Parent/Guardian Interview (page 23) (**The interview can be completed via telephone, parent conference at school, or home visit.)
 - Level 2 Other – Target Interview Guide (page 17)

**** Interviews must be completed by a school district mental health professional (e.g., school psychologist or guidance counselor).**

STEP 3: Updating of TRAC Protocol and Plan of Action

- Hold a meeting to update the **TRAC** results based on additional information gathered (address questions noted as requiring further information at Level 1 meeting).
- The team completes the Level 2 **Behavior Intervention Plan** (page 42). All committee members must be present at the meeting and sign-off on the plan.
- After a designated interval of plan implementation, the Level 1 **Behavior Intervention Plan Review Form** (page 45) must be completed.

STEP 4: Maintenance of Records

- The screening information becomes a part of the student's records. The packet should be securely maintained in an assigned administrator's office, separate from the student's cumulative file.
-

STEP 5: Electronic Records

- A flag, indicating the existence of an administrative threat assessment file on the student should be placed in Student Management Database. These records are subject to parent/guardian inspection.

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APPENDICES
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APPENDICES

APPENDIX A

THREAT NOTIFICATION AND REPORT

A threat is an expression of intent to harm someone that may be spoken, written, gestured, or communicated in some other form, such as via text message or email. Threats may be explicit or implied, directed at the intended target or communicated to a third party. Behavior that suggests a threat such as weapon carrying, fighting, or menacing actions should be investigated to determine whether a threat is present.

The process is designed for assessment of threats to harm others and is not intended for individuals who have only threatened to harm themselves. Only a small percentage of cases require both threat assessment and suicide assessment, and in those cases, the team should supplement this form with their choice of a standard suicide assessment protocol.

Name of person reporting threat:	Date/time threat reported:
Affiliation of person reporting threat: <input type="checkbox"/> Student <input type="checkbox"/> Parent <input type="checkbox"/> Staff <input type="checkbox"/> Other:	
Name of person receiving the report:	

INCIDENT or BEHAVIOR OF CONCERN

Name of person making threat:	Date/time threat made:
Affiliation of person making threat: <input type="checkbox"/> Student <input type="checkbox"/> Parent <input type="checkbox"/> Staff <input type="checkbox"/> Other _____	Status: <input type="checkbox"/> Current <input type="checkbox"/> Former
Identification: <input type="checkbox"/> Male <input type="checkbox"/> Female Age: _____ Grade, if student: _____ School program, if student: _____	
Emergency Contact:	Relationship:
Home Address:	Phone:
Location threat occurred: <input type="checkbox"/> School Building or Grounds <input type="checkbox"/> School Bus/Other Travel <input type="checkbox"/> School-Sponsored Activity <input type="checkbox"/> Digital communication such as text or post <input type="checkbox"/> Other _____	
Summary of the incident or threat. What was reported? Include who said or did what to whom. Who else was present?	

ASSESSMENT FINDINGS (All sources are not needed in most cases.)

Sources of Information	Was information reviewed?	Relevant Findings (use additional pages as needed)
Prior threats	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Prior discipline incidents	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Academic records	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Special education records	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Other records	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Records from other schools	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Records from outside agencies (e.g., social services or mental health)	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Law enforcement records (criminal history, contacts, firearms purchases, etc.)	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	
Employment records (grievances, disciplinary actions, Title IX, etc.)	<input type="checkbox"/> Reviewed <input type="checkbox"/> Not applicable <input type="checkbox"/> Not available	

INTERVIEWS

When a threat is identified, obtain a specific account of the threat by interviewing the student or other person who made the threat, if appropriate to the circumstances. Interview the intended victims, and other witnesses. Write the exact content of the threat and statements by each party. Consider the circumstances in which the threat was made and the threatening individual's intentions.

Subject: Person who made threat or engaged in threatening behavior

Subject Name		Refer to prior page for additional identifying information.
Person(s) Conducting Interview		Location, Date of Interview

Use these questions as a guide to interview the person making the threat. Ask other questions as appropriate. Try to use open-ended questions rather than leading questions. Adjust spacing below as needed.

1. Do you know why I want to talk to you? What happened today when you were [place of incident]? (Record person's exact words with quotation marks for key statements if possible.)

2. What exactly did you say? And what exactly did you do?

3. What did you mean when you said or did that?

4. How do you think [person who was threatened] feels about what you said or did? (Probe to see if the subject believes it frightened or intimidated the person.)

5. What was the reason you said or did that? (Probe to find out if there is a prior conflict or history to this threat.)

6. What are you going to do now? (Ask questions to determine if the subject intends to carry out the threat.)

TARGET INTERVIEW GUIDE

Target (person who was target of threat) or **Witness** (person with relevant information)

If more than one, complete additional forms. If a group targeted, describe how subject identified the group (e.g., "everyone on this bus") and list all individuals.

Target Name		ID #	
Affiliation	<input type="checkbox"/> Administrator <input type="checkbox"/> Teacher <input type="checkbox"/> Staff <input type="checkbox"/> Student <input type="checkbox"/> Parent/Guardian <input type="checkbox"/> Other:	Status	<input type="checkbox"/> Current <input type="checkbox"/> Former Grade (if student):
School		Building/Program	
Emergency Contact		Relation	
Home Address		Phone	
Person(s) Conducting Interview		Location, Date of Interview	

Use these questions as a guide to interview the person targeted by the threat. Ask other questions as appropriate. Try to use open-ended questions rather than leading questions. If target is a minor, record parent under emergency contact. Adjust spacing below as needed.

1. Do you know why I want to talk to you? What happened today when you were [place of incident]? (Record person's exact words with quotation marks for key statements if possible.)
2. What exactly did (subject) say? And what exactly did (subject) do?
3. What did you think he or she meant when he or she said or did that? (Does target believe that subject intends to carry out the threat?)
4. How do you feel about what (subject) said or did?
5. What was the reason (subject) said or did that? (Probe to find out if there is a prior conflict or history to this threat.)
6. What are you going to do now? (Ask questions to determine how target plans to respond to the threat and assist in planning a safe and non-provocative response.) What do you think he/she will do now?

Teacher/Staff Interview

Name of Person Interviewed		Relationship to Student
Person(s) Conducting Interview		Location, Date of Interview

Academics

1. How is this student doing academically? Has there been any change in recent weeks?

2. What are this student's verbal skills? How well can he or she express himself/herself in words?

3. Has this student been considered for special education or placed in special education? What kinds of difficulties does the student have? If a student is receiving special education services, ask about the problem behaviors that are regarded as part of his or her disability.

Teacher knowledge of the threat

1. What do you know about the threat?

2. Have you heard this student talk about things like this before?

3. What have other students told you about this incident?

4. Is there another teacher or staff member who might know something about this?

Student's peer relations

1. How well does this student get along with other students?

2. Who are the student's friends?

3. Are there students who do not get along with this student?

4. Have there been other conflicts or difficulties with peers?

5. Has this student ever complained of being bullied, teased, or treated unfairly by others?

Depression

1. Have there been any apparent changes in the student's mood, demeanor, or activity level? Seemed withdrawn or apathetic?
2. Has the student expressed any attitudes that could imply depression, such as expressions of hopelessness or futility, inadequacy or shame, self-criticism or worthlessness?
3. Has this student shown an increase in irritability or seemed short-tempered?

Discipline

1. What kinds of discipline problems have you experienced with this student?
2. How does this student respond to being corrected by an adult?
3. What are the student's emotional responses to being disciplined?

Aggression

1. How does this student express anger?
2. Does this student seem to hold a grudge? Seem resentful?
3. Has this student done anything that expresses anger or aggression, or has an aggressive theme in written assignments, drawings, class projects, etc.?

Parents

1. Have you had any contact with this student's parents? What happened?

Witness

APPENDIX B

KEY OBSERVATIONS

These items can help assess whether a threat is transient or substantive, but must be considered in the broader context of the situation and other known facts. Regard these items as a checklist to make sure you have considered these aspects of the threat, but they are not to be summed or used as a score.

Threat is likely to be less serious:

1. Subject admits to threat (statement or behavior).	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
2. Subject has explanation for threat as benign (such as joke or figure of speech).	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
3. Subject admits feeling angry toward target at time of threat.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
4. Subject retracts threat or denies intent to harm.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
5. Subject apologetic or willing to make amends for threat.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
6. Subject willing to resolve threat through conflict resolution or some other means.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available

Threat is likely to be more serious:

7. Subject continues to feel angry toward target.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
8. Subject expressed threat on more than one occasion.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
9. Subject has specific plan for carrying out the threat.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
10. Subject engaged in preparation for carrying out the threat.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
11. Subject has prior conflict with target or other motive.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
12. Subject is suicidal. (Supplement with suicide assessment.)	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
13. Threat involved use of a weapon other than a firearm, such as a knife or club.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
14. Threat involves use of a firearm.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
15. Subject has possession of, or ready access to, a firearm.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
16. Subject has or sought accomplices or audience for carrying out threat.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
17. Threat involves gang conflict.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available
18. Threat involves peers or others who have encouraged subject in making threat.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available

Other relevant observations

THREAT CLASSIFICATION				
Date of initial classification:	<input type="checkbox"/> Not a threat	<input type="checkbox"/> Transient	<input type="checkbox"/> Serious Substantive	<input type="checkbox"/> Very Serious Substantive
Date of change in classification, if any:	<input type="checkbox"/> Not a threat	<input type="checkbox"/> Transient	<input type="checkbox"/> Serious Substantive	<input type="checkbox"/> Very Serious Substantive
Reason for change:				

OBSERVATIONS SUGGESTING NEED FOR INTERVENTION

This is an optional form used as needed for intervention planning. Here are some factors to consider in identifying possible interventions to assist the subject and reduce risk. These items are not summed or scored. Use the term "partially" as appropriate to the category to mean the condition is moderate or not clearly present.

1. History of physical violence.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
2. History of criminal acts.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
3. Preoccupation with violence, violent individuals, or groups that advocate violence.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
4. Preoccupation with mass shootings or infamous violent incidents.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
5. History of intense anger or resentment.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
6. Has grievance or feels treated unfairly.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
7. Feels abused, harassed, or bullied.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
8. History of self-injury or suicide ideation or attempts.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
9. Has been seriously depressed.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
10. Experienced serious stressful events or conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
11. Substance abuse history.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
12. History of serious mental illness (symptoms such as delusions or hallucinations).	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
13. Might or does qualify for special education services due to serious emotional/behavioral disturbance.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
14. Prescribed psychotropic medication.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
15. Substantial decline in level of academic or psychosocial adjustment.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
16. Lacks positive relationships with one or more school staff.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
17. Lacks supportive family.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
18. Lacks positive relationships with peers.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	
19. Other factors that suggest need for intervention.	<input type="checkbox"/> Yes <input type="checkbox"/> Partially <input type="checkbox"/> No <input type="checkbox"/> Don't know/Not available	

PARENT/GUARDIAN NOTIFICATION CHECKLIST

Parent/Guardian Name: _____ Student: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

The parent/guardian has been notified of the incident and that this threat screening is being conducted by school personnel and law enforcement, as necessary.

Parent/Guardian contacted: _____ By whom: _____

Parent/Guardian response _____

Attempt to notify parent/guardian (s) was not successful because:

Date/Time/Contact attempt made by (list each attempt made): _____

Was the incident reported to local law enforcement authorities? Yes No

Law Enforcement Person Contacted:

By whom? _____

Outcome: _____

Signature of Person Completing this form: _____

Witness Signature (Principal/Assistant Principal/Counselor)

Witness Signature (Principal/Assistant Principal/Counselor)

Note: This report is not to be included in the student's cumulative folder. A designated administrator should maintain a separate threat assessment file.

Parent/Guardian Interview

Parent/Guardian Name		Relationship to Student
Person(s) Conducting Interview		Location, Date of Interview

Understandably, parents/guardians may feel apprehensive, guilty, or defensive when being interviewed about their child's behavior. It is important that the interviewer find ways to convey respect for the parent, starting from the initial contact and throughout the interview. Also, it should be evident that the interviewer is interested in understanding and helping the parent's child; otherwise, the parent may regard the interview as an investigation designed to uncover evidence of wrongdoing by the student or incompetence by the parent. Overall, the interviewer should make every effort to engage the parent as an ally. Emphasize the common goal of helping their child to be safe and successful in school.

Parent/Guardian knowledge of the threat

1. What do you (the parent) know about the threat?

2. Have you heard your child (or use child's name) talk about things like this before?

3. Are you familiar with (the intended victim)? (Ask about the child's history with the intended victim—previous relationship and interactions.)

4. (Ask questions to determine if the child has the means to carry out the threat, such as access to firearms.)

5. What are you planning to do about the threat? (Is the parent willing to work with the school to develop a plan to assure the threat will not be carried out and that the student's needs are addressed?)

School adjustment

1. Has your child ever been suspended or expelled from school?

2. Have you ever met with the school (teacher, counselor, principal) about concerns in the past? What happened, what was going on, what was the outcome?

3. Has your child ever needed special help in school? Ever been retained?

4. Has your child ever been tested in school?

5. How does your child like school?

6. How often does your child do homework?

7. What are your child's teachers like?

Family relationships and current stressors

1. Who lives in the home?

2. Are there any important events that have affected your family/child? Ask about any recent or pending changes, such as:

Move, divorce/separation, losses

Financial status, employment changes for parents

Others in home involved with court or the law

3. Who does your child share concerns with? Who is he/she close to?

4. How well does he/she get along with parents? Siblings? Type of conflicts, over what, how resolved?

5. How does your child show anger toward you and other family members?

6. What does your child do after school? Who supervises? What time is your child supposed to be home at night?

7. What responsibilities does your child have at home?

8. Does your child follow rules? What are the consequences for not following the rules?

Peer relations and bullying

1. Has your child reported being teased, intimidated, rejected, or bullied in some other way? (If so, what has the parent done in response?)

2. Who are your child's friends? Are you pleased or displeased with your child's choice of friends?

3. How much is the child influenced by peers? Are there any examples of your child doing something to please peers that got him or her into trouble?

Delinquent behavior

1. Has your child been in trouble with the law or with police before? What happened?

2. Has your child ever gone to juvenile court? What was it about?

3. Has your child done things that could have gotten him or her arrested or in trouble with the law? What was the worst thing? What else?

4. Does your child drink beer, wine, or other alcohol?

5. Does your child smoke marijuana?

6. Has your child used any other drugs?

History of aggression

1. How does your child handle frustration?

2. When your child gets angry, what does he/she do?

3. Has your child gotten into fights in the past? When, where, with whom?

4. Has your child's temper ever gotten him/her into trouble?

5. Has your child ever hit you or other family members?

6. Has your child destroyed his or her own things, or someone else's property?

7. Does your child have any pets? Has he/she ever intentionally hurt the pet or some other animal?

Access to weapons

1. Do you have a gun in your home? Does your child have access to firearms through friends, relatives, or some other source?

2. Does your child have access to weapons other than firearms, such as military knives, martial arts weapons or some other kind of weapon?

3. Has your child ever talked about using a weapon to hurt someone? Ever gotten into trouble for using a weapon, carrying a weapon, or threatening someone with a weapon?

4. What can you do to restrict your child's access to weapons?

Exposure to violence

1. Has your child ever been a victim of abuse?
2. Is your child exposed to violence in the neighborhood?
3. Do people argue much at home? Has there been any physical aggression at home?
4. What kinds of movies, video games, internet sites does your child like? Any parent restrictions? Level of supervision? Child's response?

History

1. Ask about any delays in cognitive, motor, language development. How old was your child when he/she started to walk, talk?
2. Has your child ever had a problem with bedwetting? When, how long? Was anything done for this?
3. Has your child ever been hospitalized? Had any serious illnesses?
4. Has your child had any recent medical treatment? Taking any medications? Obtain diagnoses and medications. Ask for a release.

Mental health

1. Does your child have problems paying attention? Does your child follow directions without repetition and reminders? Does your child complete activities on his/her own? Does your child say things without thinking? Surprised by the consequences of his/her actions?
2. What has your child's mood been like the past few weeks?
3. Has your child been unusually nervous or anxious? Irritable or short-tempered? How bad has it been?
4. Has your child had problems with sleep? Appetite? Energy level? Concentration?
5. Has your child ever talked about hurting himself or herself? Have you ever been concerned that he/she might be suicidal?
6. Have there been any times when your child seemed to be hearing things that weren't there? Has he/she said things that didn't make sense or seemed to believe in things that weren't real?
7. Has your child ever seen a counselor or therapist? Ever taken medication for his/her behavior or mood?
8. Has your child had any involvement with other agencies/programs in the community?

MENTAL HEALTH ASSESSMENT

Virginia Student Threat Assessment Guidelines[®]

A mental health assessment is usually conducted in cases involving a very serious substantive threat. The purpose of the mental health assessment is to maintain the safety and well-being of the student and others. Therefore, the assessment has two objectives:

1. *Treatment and referral needs.* Assess the student's present mental state and determine whether there are urgent mental health needs that require attention, such as risk of suicide, psychosis, or rage. Beyond these immediate needs, consider whether there are other treatment, referral, or support needs.
2. *Threat reduction.* Gather information on the student's motives and intentions in making the threat in order to understand why the threat was made and identify relevant strategies or interventions that have the potential to reduce the risk of violence.

Subject Interview (Person who made threat or engaged in threatening behavior)

Subject Name		See records and additional information obtained by threat assessment team to supplement this assessment.
Person(s) Conducting Interview		Location, Date of Interview

Usually the interview can begin by asking "Do you know why I want to talk to you?" and after the subject has responded, "Let me explain the purpose of our meeting today." Use these questions as a guide to interview the person making the threat. Ask other questions as appropriate. Try to use open-ended questions rather than leading questions. Adjust spacing below as needed.

Review of threat

1. What happened that made others worried that you wanted to harm someone? What exactly did you say or do that made them worried? What did you mean by that?
2. I know you must have had reasons to say (or do) that; can you explain what led up to it?
3. How would you do it? (carry out the threat) (Probe for details of any planning or preparation.) Where did the idea come from?
4. What could happen that would make you want to do it? (carry out the threat)
5. What would happen if you did do it? (review both effects on intended victims and consequences for student)
6. What do you think the school should do in a situation in which a person makes a threat like this?
7. What were you feeling then? How do you feel now?
8. How do you think (the person threatened) felt?

Relationship with intended victim(s)

1. How long have you known this person?
2. What has happened in the past between you and this person?

3. What do you think this person deserves?

4. Do you see any way that things could be improved between you and this person?

Family support

1. Whom do you live with? Are there family members you don't live with? Have there been any changes in the past year?

2. Whom in your home are you close to?

3. How well do your parents/guardians know you?

4. Where do you go after school? Where are your parents/guardians at this time? How much do they keep track of where you are or what you are doing?

5. How strict are your parents/guardians? What do they do if you do something they don't want you to do? When was the last time you got in trouble with them? What was the worst time?

6. How will your parents/guardians react (or how did they react) when they found out about this situation?

Stress and trauma

1. What kinds of things have been going on with you lately? What sorts of things have you worried about?

2. How has your school work been going lately? Are there things you have been worried about with your school work? Other things at school?

3. What is the worst thing that has happened to you lately? Have any other bad things happened? Is there something you regret or wish you could change?

4. Have there been any changes in your family? Has anyone been sick, moved away, or had anything bad happen to them?

5. Do you have any family members in jail or prison?

6. Do you take any medication?

7. Have you been involved in any counseling?

Mood

1. What has your mood been like the past few weeks? Have you felt down or depressed at times? How bad has it been? (Be alert for statements of pessimism and hopelessness that might indicate suicide risk. If there are indications of suicidal thoughts or feelings, there should be a more extensive evaluation of suicide risk. If necessary, develop a plan for protecting the student and making appropriate referrals.)

2. Have you felt nervous or anxious? Irritable or short-tempered? How bad has it been?

3. Have you ever felt like life wasn't worth living? Like maybe you would kill yourself?

4. Have you ever done something to hurt yourself on purpose? Ever cut yourself on purpose?

5. Have you had any problems with your sleep? Appetite? Energy level? Concentration?

6. Have you been taking any medication to help with your mood or for any other reason?

Psychotic symptoms

Ask a few probe questions and follow up if there is any indication of delusions or hallucinations. Phrase questions appropriate to student's age and understanding.

1. Have you had any unusual experiences lately, such as hearing things that others cannot hear or seeing things that others cannot see?
2. Have you felt like someone was out to get you or wanted to harm you? Have you had any other fears that seem strange or out of the ordinary?
3. Do you have any abilities or powers that others do not have, such as ESP or reading minds?
4. Have you felt numb or disconnected from the world, or like you were somehow outside your body?

Note and inquire about any other symptoms of mental disorder.

Weapons

Ask about any weapons mentioned in the threat. As an example, these questions concern a threat made to stab someone.

1. You said that you were going to stab (name of victim). What were you going to stab him with?
2. Do you have a knife? What kind of a knife is it? (Or, how would you get a knife?)
3. Have you ever had to use a knife with someone? What happened?
4. What do you think would happen if you did use a knife with (name of victim)?

Access to firearms

Ask about firearms in all cases, even if no firearm was mentioned. If the threat involved a knife, bomb, or other weapon, ask about that weapon, too.

1. Do you have a gun?
2. Are there guns in your home? Have you ever used a gun for hunting or target shooting?
3. If you wanted a gun, how would you get one?
4. What do you think you might do if you had a gun?
5. Have you ever had to use a gun with someone? Have you ever thought about using a gun with someone?

Aggressive behavior

1. Do people treat you fairly? Who has been unfair with you lately? When people treat you unfairly, what do you do about it?
2. When you get angry, what do you do? Has your temper ever gotten you into trouble?
3. Do you get into fights? When was the last time? What happened?
4. Have you ever threatened to harm anyone before?
5. Have you thought about what it would be like to hurt someone really bad? Have you written any stories or made any drawings that are violent?
6. Have you ever set fire to things?
7. Have you damaged your own property or someone else's property?
8. Have you ever intentionally hurt an animal?

School discipline

1. When was the last time you got into trouble in school? What happened?
2. Have you ever been suspended or expelled?
3. Have your parents ever been called to school because of your behavior?
4. Do you ever cut school or certain classes?
5. Do you feel that the rules at this school are fair? What has been unfair?

Delinquent behavior

1. Have you been in trouble with the law or with police before? What happened?
2. Have you ever gone to juvenile court? What was it about?
3. Have you done things that could have gotten you arrested or in trouble with the law? What was the worst thing? What else?
4. Do you drink beer, wine, or other alcohol? Have you ever? How often do you drink? When was the last time? Tell me about it.

5. Do you smoke marijuana? Have you ever? How often? When was the last time?

6. Have you used any other drugs? How often? When was the last time? Tell me about it.

Exposure to violence

1. Do you see or hear of violence in your neighborhood?

2. Do you know anyone who was shot, stabbed, or beat up really bad?

3. Do people argue much at home? Does anyone get physically aggressive?

4. What kind of movies do like? What kind of video games do you enjoy playing? What are your favorite Internet sites?

5. Ask the student about his/her reactions to any recent acts of violence or to any highly publicized school shootings.

Bullying

Bullying is broadly defined and may include teasing, social exclusion, or other forms of humiliation in addition to physical threats of violence. The student may not use the term "bully," and may be reluctant to admit being the victim of bullying behavior, so be prepared to rephrase questions and probe for victim experiences.

1. Is there anyone who has threatened you recently? Is there anyone who makes you feel afraid? (Ask about sexual threats if appropriate to situation.)

2. Is there anyone who has teased you or picked on you recently? Is there anyone who has beat you up or pushed you around? How about at home?

In response to any positive answer, follow up for more information: How often does it happen? What have you tried to do about it? Did you let any adult know about this, and if so, what happened? Be alert to statements indicating that a bullied student feels like there is no solution to the problem or is contemplating revenge.

Peer relations

1. What are your friends like? Have you had any trouble with your friends lately? Who is your best friend?

2. How would your friends describe you?

3. Do you have a boyfriend/girlfriend? (Keep in mind that the student might not be heterosexual, and there may be concerns in this area.) How are things going with him/her? Did you have one before? What happened in that relationship?

4. Do you have friends who get in trouble?

5. Have you ever joined a gang? Been part of a group like a crew, clique, posse, or mob?

6. Do any of your friends know about (refer to threat situation?) What did they say about it? Anyone who feels the same way you do?

Coping

1. How do you like to spend your free time?

2. What kinds of things do you do well?

3. What are your hobbies and interests? What do you enjoy doing?

4. Can you think of a problem you faced in the past that worked out okay? Can you think of a problem that you solved? Can you think of a time when you went to someone about a problem and that person was able to solve it?

5. What are your plans for the future? What would you like to do when you finish school?

6. What could we do that would help with (refer to the problem that led to the threat)?

Weapons

Ask about any weapons mentioned in the threat. As an example, these questions concern a threat made to stab someone.

1. You said that you were going to stab (name of victim). What were you going to stab him with?

2. Do you have a knife? What kind of a knife is it? (Or, how would you get a knife?)

3. Have you ever had to use a knife with someone? What happened?

4. What do you think would happen if you did use a knife with (name of victim)?

Access to firearms

Ask about firearms in all cases, even if no firearm was mentioned. If the threat involved a knife, bomb, or other weapon, ask about that weapon, too.

1. Do you have a gun?
2. Are there guns in your home? Have you ever used a gun for hunting or target shooting?
3. If you wanted a gun, how would you get one?
4. What do you think you might do if you had a gun?
5. Have you ever had to use a gun with someone? Have you ever thought about using a gun with someone?

Aggressive behavior

1. Do people treat you fairly? Who has been unfair with you lately? When people treat you unfairly, what do you do about it?
2. When you get angry, what do you do? Has your temper ever gotten you into trouble?
3. Do you get into fights? When was the last time? What happened?
4. Have you ever threatened to harm anyone before?
5. Have you thought about what it would be like to hurt someone really bad? Have you written any stories or made any drawings that are violent?
6. Have you ever set fire to things?
7. Have you damaged your own property or someone else's property?
8. Have you ever intentionally hurt an animal?

School discipline

1. When was the last time you got into trouble in school? What happened?
2. Have you ever been suspended or expelled?

3. Have your parents ever been called to school because of your behavior?

4. Do you ever cut school or certain classes?

5. Do you feel that the rules at this school are fair? What has been unfair?

Delinquent behavior

1. Have you been in trouble with the law or with police before? What happened?

2. Have you ever gone to juvenile court? What was it about?

3. Have you done things that could have gotten you arrested or in trouble with the law? What was the worst thing? What else?

4. Do you drink beer, wine, or other alcohol? Have you ever? How often do you drink? When was the last time? Tell me about it.

5. Do you smoke marijuana? Have you ever? How often? When was the last time?

6. Have you used any other drugs? How often? When was the last time? Tell me about it.

Exposure to violence

1. Do you see or hear of violence in your neighborhood?

2. Do you know anyone who was shot, stabbed, or beat up really bad?

3. Do people argue much at home? Does anyone get physically aggressive?

4. What kind of movies do like? What kind of video games do you enjoy playing? What are your favorite Internet sites?

5. Ask the student about his/her reactions to any recent acts of violence or to any highly publicized school shootings.

Bullying

Bullying is broadly defined and may include teasing, social exclusion, or other forms of humiliation in addition to physical threats of violence. The student may not use the term "bully," and may be reluctant to admit being the victim of bullying behavior, so be prepared to rephrase questions and probe for victim experiences.

1. Is there anyone who has threatened you recently? Is there anyone who makes you feel afraid? (Ask about sexual threats if appropriate to situation.)

2. Is there anyone who has teased you or picked on you recently? Is there anyone who has beat you up or pushed you around? How about at home?

In response to any positive answer, follow up for more information: How often does it happen? What have you tried to do about it? Did you let any adult know about this, and if so, what happened? Be alert to statements indicating that a bullied student feels like there is no solution to the problem or is contemplating revenge.

Peer relations

1. What are your friends like? Have you had any trouble with your friends lately? Who is your best friend?
2. How would your friends describe you?
3. Do you have a boyfriend/girlfriend? (Keep in mind that the student might not be heterosexual, and there may be concerns in this area.) How are things going with him/her? Did you have one before? What happened in that relationship?
4. Do you have friends who get in trouble?
5. Have you ever joined a gang? Been part of a group like a crew, clique, posse, or mob?
6. Do any of your friends know about (refer to threat situation?) What did they say about it? Anyone who feels the same way you do?

Coping

1. How do you like to spend your free time?
2. What kinds of things do you do well?
3. What are your hobbies and interests? What do you enjoy doing?
4. Can you think of a problem you faced in the past that worked out okay? Can you think of a problem that you solved? Can you think of a time when you went to someone about a problem and that person was able to solve it?
5. What are your plans for the future? What would you like to do when you finish school?
6. What could we do that would help with (refer to the problem that led to the threat)?

Gadsden County Public Schools

35 Martin Luther King, Jr. Blvd.

Quincy, FL 32351

Parental Notification of Suicide Risk Assessment

Mr./Mrs./Ms. _____ (parent/guardian of: _____)
 participated in a conference via phone ____ or in person ____ on (date) _____.

During this conference, the parent(s)/guardian(s) were informed that their child was assessed and determined to be at risk for suicide. They were also informed that they should monitor their child for safety and take the appropriate safeguards. School personnel explained the school system's role in providing support to their child in conjunction with services available through the community.

Parents were encouraged to seek assistance with one or more of the following community resources:

✓	Community Resources
	Seek mental health services
	Contact the Meridian Behavioral Health Crisis Line (1-352-374-5600 ext. 1)
	Call 911 if in immediate danger
	Other:

Comments:

 Parent or Legal Guardian Date
(If present in person)

 Guidance Counselor Date

 Witness (School Personnel) Date

Distribution: administrator and, personal copy (Do not place in cumulative folder.)

Summary of Student Contact

Student: _____ School: _____

Student Services Professional: _____ Date: _____

Summary of Contact:

✓	Actions <i>(Check all that apply)</i>	Contact Name
	Parent contact made <i>(Required)</i>	
	Inform school administrator <i>(Required)</i>	
	Consult SRO/Law Enforcement	
	Consult appropriate school staff	
	Refer to Community Agency	
	Refer to Crisis Center	
	Other:	

 School Student Services Professional Title

Distribution: Guidance Counselor's File *(Note: Do not place this form in cumulative folder.)*

Assessing Level of Threat Checklist

All threats should be assessed and managed in a timely manner. A threat assessment seeks to make an informed judgment about two questions:

- (1) *CONTENT- How credible and serious is the threat itself?*
- (2) *CONTEXT- To what extent does the person making the threat appear to have the resources, intent, and motivation to carry out the threat?*

The National Center for the Analysis of Violent Crime (NCAVC) experience in analyzing a wide range of threats suggests that, in general, the more direct and detailed a threat is, the more serious the risk. A threat that is assessed as substantive will almost always require immediate law enforcement intervention. Please remember that, although the content of the communication may lead one to believe that the threat is not serious, one must also assess the context in which the threat occurred. Regardless of whether the threat is rated transient or substantive, if the context suggests a history of conflict and related violent behavior warning signs Level 1: Screening should be continued.

✓	LEVELS OF THREAT
	<i>Transient</i>
	Threat is vague and indirect.
	Information contained within the threat is inconsistent, implausible or lacks detail.
	Threat lacks realism.
	Content of threat suggests that person is unlikely to carry it out.
	Context of threat suggests person is unlikely to have access to resources, lacks intent and motivation, and does not present with a history of conflict or related violent behaviors.
	<i>Substantive</i>
	Threat is direct, specific and more plausible than a transient level threat. Threat suggests concrete steps have been taken toward carrying it out. Examples include student statements indicating acquisition or practice with a weapon and/or having the victim(s) under surveillance.
	Wording in the threat suggests that the at-risk student has given some thought to how the act will be carried out.
	There may be indication of a possible place and time even though these signs still fall well short of detailed plan.
	There is no clear indication that the at-risk student has taken preparatory steps, although there may be some veiled reference, ambiguous or inconclusive evidence pointing to that possibility; maybe an allusion to a book or movie that shows the planning of a violent act, or a vague, general statement about the availability of weapons.
	There may be a specific statement seeking to convey that the threat is not empty: "I'm serious!" or "I really mean this!"
	Context of threat suggests person may have access to resources, indicates possible intent and motivation, and/or presents with a history of conflict or related violent behaviors.
	Context of the threat suggests student has secured resources, has definite intent and motivation, and/or there is a strong history of conflict and previous high-risk behaviors,

Recommendation(s):

- Monitor situation (monitoring to be supervised by) _____
- Initiate Level 1: Screening process (for medium and high levels of threat)
- Contact law enforcement
- Other (specify) _____

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Threat Risk Assessment Checklist (TRAC)

The TRAC should be completed by the Level 1 Team. The following characteristics have been found to be associated with adolescents who commit acts of violence in school. The 33 questions of the TRAC are organized into 10 categories to assist educators in evaluating threat-related behaviors. The individual items and broader assessment areas endorsed for the at-risk student, may be used to provide a framework for developing specific interventions.

Student: _____ School: _____ Date: _____

Student #: _____ Guidance _____ Counselor: _____

Behavior	Manifestation	YES	NO
Aggression	1. Does the student lose his/her temper easily or display unwarranted anger?		
	2. Does the student have a history of, a plan for, or a current record of violent behavior?		
	3. Has the student engaged in severe property destruction or aggression toward animals?		
	4. Has the student exhibited a lack of concern for the safety of others?		
Depression	5. Does the student display any signs of depression (hopelessness, lethargy)?		
	6. Does the student display, have a history of, or a plan, for self-injurious behavior?		
	7. Is the student irritated easily, overly emotional, or anxious?		
Alienation	8. Does the student have few (3 or less), or no close friends?		
	9. Is there a lack of participation in extracurricular or community activities?		
Narcissism	10. Is the student a member of a generally outcast or alienated group of peers?		
	11. Does the student react to criticism with hostility, anger, or hurt feelings?		
	12. Does the student display a high number of attention-seeking behaviors?		
Family	13. Does the student seem to believe that he or she is superior to other students?		
	14. Is there a history of caregiver rejection or lack of parental involvement?		
	15. Does the student have access to weapons?		
	16. Are parental expectations and discipline reasonable and consistent?		
School	17. Does student perceive an attitude of adult acceptance toward bullying or fighting?		
	18. Does the student believe that fellow students shouldn't report one another?		
Social	19. Is the student a member of a clique or gang that reinforces antisocial behavior?		
	20. Does the student exhibit significantly poor social skills or peer relations?		
	21. Are there indicators that the student has engaged in, or been the victim of bullying?		
Personal	22. Does the student have a known fascination with weaponry or violence?		
	23. Has the student been found with violent drawings or writings created by self or others?		
	24. Does the student appear to be defensive, paranoid, or suspicious of other people?		
	25. Does the student seem to be intolerant of the opinions of other people?		
Coping	26. Does the student overreact to minor frustrations or have impulse control difficulties?		
	27. Does the student tend to externalize blame?		
	28. Are the student's problem-solving skills ineffective?		
	29. Are there known signs the student has been involved in drinking alcohol or using drugs?		
Stress	30. Has the student experienced the loss of a relative, peer, or pet in the last 12 months?		
	31. Has the student experienced significant rejection or humiliation in the last 12 months?		
	32. Has the student displayed recent and/or sudden changes in behavior?		

Behavior Intervention Plan

For behavior interfering with the student's learning or the learning of others
Confidential - For Teacher/Staff Use Only
See: www.pent.ca.gov for downloadable forms

This BIP attaches to: IEP date: _____ 504 plan date: _____ Team meeting date: _____

School Safety plan/Threat Assessment form: date: _____

Student Name _____ **Today's Date** _____ **Next Review Date** _____

1. The behavior impeding learning is *(describe what it looks like)*_____
2. It impedes learning of self or others because _____
3. The need for a Behavior Intervention Plan early stage intervention moderate serious extreme
4. Frequency or intensity or duration of behavior _____
 reported by _____ and/or observed by _____

PREVENTION PART I: ENVIRONMENTAL FACTORS AND NEEDED CHANGES

5. What are the predictors for the behavior? *(Situations in which the behavior is likely to occur: people, time, place, subject, etc.)* _____
6. What supports the student using the problem behavior? *(What is missing in the environment/curriculum or what is in the environment curriculum that needs changing?)* _____

Remove student's need to use the problem behavior

7. What environmental changes, structure and supports are needed to remove the student's need to use this behavior?

Who will establish?

Who will monitor?

ALTERNATIVES PART II: FUNCTIONAL FACTORS AND NEW BEHAVIORS TO SUPPORT

8. Team believes the behavior occurs because: *(Function of behavior in terms of obtaining, protesting, or avoiding something)* _____

Support an alternative behavior that meets same need

9. What team believes the student should do instead of the problem behavior? *(How should the student escape/protest/avoid or get his/her need met in an acceptable way?)* _____

10. What teaching strategies/curriculum/materials are needed to teach the alternative behavior?

By whom?

How frequent?

11. What are reinforcement procedures to use for establishing, maintaining, and generalizing the new behavior(s)?

Selection of reinforcer based on:

reinforcer for using replacement behavior reinforcer for general increase in positive behaviors

By whom?

Frequency?

REACTIONS PART III: STRATEGIES FOR RESPONDING TO PROBLEM RECURRENCE

12. What strategies will be employed if the problem behavior occurs again? (Prompt student to switch to the replacement behavior, review negative consequences of undesirable behavior)

Personnel?

OUTCOME PART IV: BEHAVIORAL GOALS

13. Behavioral Goal(s)

The above behavioral goal(s) are to: Reduce frequency of problem behavior Increase use of replacement behavior

Develop new general skills that remove student's need to use the problem behavior

Conclusions

Are curriculum accommodations or modifications also necessary? Where described:

Yes No

Are environmental supports/changes necessary?

Yes No

Is reinforcement of alternative behavior alone enough (no new teaching is necessary)?

Yes No

Are both teaching of new alternative behavior AND reinforcement needed?

Yes No

This BSP to be coordinated with other agency's service plans?

Yes No

Person responsible for contact between agencies

COMMUNICATION PART V: COMMUNICATION PROVISIONS

14. Manner and frequency of communication, all participants:

Between?

Frequency?

PARTICIPATION PART VI: PARTICIPANTS IN PLAN DEVELOPMENT

Student: _____ (signature)

Parent/Guardian: _____ (signature)

- Educator and Title: _____ (signature)
- Educator and Title: _____ (signature)
- Educator and Title: _____ (signature)
- Administrator: _____ (signature)
- Administrator: _____ (signature)
- Other: _____ (signature)
- Other: _____ (signature)

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Level 1

Behavior Intervention Plan Review Form

Student:		School:	
Date Plan Reviewed:			
<i>Review team should consist of Level 1 Assessment Team Members only.</i>			
<input checked="" type="checkbox"/>	Recommendation		
	The plan will continue as written.		
	The plan will continue with the following modifications:		
Next Review Date:			
Date Plan Will Discontinue:			

<i>SIGNATURES OF PARTICIPATING TEAM MEMBERS</i>		<i>DATE</i>
Administrator		
Guidance Counselor		
GCSO/SRO		
Teacher		
Safety Specialist		
Other (Title)		

Level 2

Behavior Intervention Plan Review Form

Student:		School:
Date Plan Reviewed:		
<i>Review team should consist of Level 2 Assessment Team Members only.</i>		
<input checked="" type="checkbox"/>	<i>Recommendation</i>	
	The plan will continue as written.	
	The plan will continue with the following modifications:	
Next Review Date:		
Date Plan Will Discontinue:		

<i>SIGNATURES OF PARTICIPATING TEAM MEMBERS</i>		<i>DATE</i>
Administrator		
Guidance Counselor		
GCSO/SRO		
Teacher		
Safety Specialist		
Other (Title)		

Violence-Free Contract

I _____ agree to abide by the following rules for school behavior.
(Student's Name)

✓	Stipulations <small>(Check all that apply)</small>
	I promise not to harm myself or others.
	I promise not to bring a weapon on school property
	I promise not to use alcohol or other harmful drugs.
	I promise to express my anger in ways that will not be harmful to myself/others.
	I promise to seek out the assistance of an adult when a conflict starts with a peer.
	I promise that I will actively participate in any counseling activities that are made available to me by the school or my parents.
	I promise to attend all scheduled monitoring meeting as assigned.
	I promise to . . .
<i>If I am having thoughts of harming myself or others, I will do the following until I receive help:</i>	
	At school, I will go to _____ and notify them of my feelings.
	Get assistance from an adult, such as:
	Tell my parent/guardian how I am feeling.
<i>If I do not comply with these rules, I understand the following consequences will occur:</i>	
1.	
2.	
3.	

I understand the contract that I am signing and agree to abide by it.

 Student Signature
 Date

 School Personnel Signature

 Title

 Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10c

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Approval of 2020-2021 Code of Student Conduct

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Approval is requested for the revision of the 2020-2021 Code of Student Conduct as required by School Board Policy 2.25.

NOTE: The Code of Student Conduct will be an electronic version on the School Board's website.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Matthew Bryant **MB**

POSITION: Safety and Security Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

Gadsden County Public Schools

2020-2021

STUDENT CODE OF CONDUCT



"Putting Children First"

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Board Approved
00/00/0000

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TYRONE D. SMITH
DISTRICT NO. 5
QUINCY, FL 32353

"The Gadsden County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information."

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THE SCHOOL BOARD OF GADSDEN COUNTY



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Roger P. Milton
Superintendent
miltonr@gcpsmail.com

SUPERINTENDENT'S MESSAGE

In order for the Gadsden County School District to perform effectively, it must operate within a system of rules. These rules are written in the Code of Student Conduct to ensure a safe learning environment for the students who attend our schools. We know that there are many factors that contribute to discipline problems in a school; consequently, schools have the responsibility to encourage, promote, and maintain effective disciplinary practices.

The contents of this document apply to all students in grades Pre-k -12, unless otherwise stated. The information contained in the Code of Student Conduct is written specifically to ensure that each student associated with school activities has positive experiences in a safe learning environment.

This document will explain the rules of the Gadsden County School District, student rights and student responsibilities, disciplinary actions, and the disposition of school records. While this document does not contain the exact Florida Statutes referenced herein, a copy of those statutes can be obtained from the district office at 35 Martin Luther King, Jr. Boulevard in Quincy upon request or viewed on the State of Florida website at <http://www.flsenate.gov/statutes>.

The administrators and school personnel will continue to promote and maintain the kind of leadership that will foster a healthy dose of intervention, prevention, and the encouragement to discontinue those behaviors that are not acceptable to a safe learning environment. As we continue to find ways to make all of our schools safer, we realize that consequences for inappropriate behavior must be fair, consistent, and comply with policies as conflicts are resolved and undesirable behavior is modified.

Please read and thoroughly discuss this document with your child. Help us maintain the safe school status which we all desire throughout our district. We want to ensure that each student will have positive experiences in a safe, nurturing learning environment.

Respectfully yours,

Roger P. Milton

Superintendent of Schools

RPM:jb

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JURISDICTION OF THE SCHOOL BOARD

The Code of Student Conduct and the Positive Student Management Discipline Plan were adopted by the Gadsden County School Board and are compatible with the Florida State legislative codes. Subject to law and rules and regulations of the State Board of Education of the State of Florida, each student enrolled in a school shall, during the time he/she is being transported to or from school at public expense, during the time he/she is attending school, including the time during which he/she is proceeding from one school center to another during the school day, and during the time he/she is on the premises of any publicly supported school in this district, be under the control and direction of the principal or teacher in charge of the school, and under the immediate control and direction of the teacher or other member of the instructional staff or the bus driver to whom such responsibility may be assigned by the principal; and each such student shall, during the time he/she is otherwise en route to or from school at public expense, or is presumed by law to be attending school, be under the control and direction of the principal or teacher in charge of the school where he/she is enrolled.

DISCRIMINATION STATEMENT

No person shall, on the basis of race, color, religion, sex, national origin, handicap, age, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any education program or activity.

This practice shall apply equally to students, employees and all persons having business with the School Board.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag shall be recited at the beginning of the day in each public elementary, middle and high school in the Gadsden County School District. Upon written request by his or her parent, a student shall be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention, men removing headdress, except when such headdress is worn for religious purposes.

STUDENTS' RIGHTS AND RESPONSIBILITIES

It is the intent of the Students' Rights and Responsibilities, as expressed in the Code of Student Conduct that students understand that their rights must be accompanied by corresponding responsibilities.

Florida's School Improvement and Accountability System states that all school communities will provide an environment that is alcohol and drug-free and protects students' health, safety, and civil rights.

I. **ATTENDANCE** (brick and mortar or remote learning)

All questions relating to the attendance policy are to be directed to the school's attendance office first, and then if needed, the school principal.

Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board.

The school attendance law was amended by the 1997 Florida Legislature to require that any sixteen or seventeen year old student withdrawing from school must file a formal declaration of intent to terminate school enrollment with the district school board.

A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students.

A student is considered a "habitual truant" when he/she has 15 unexcused absences within 90 calendar days.

DISTRICT ATTENDANCE GOAL 2020-2021 SCHOOL TERM

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session. School attendance shall be the responsibility of parents and students. Absences shall be reported to the school attendance office by the parent or adult student as soon as practicable.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a statement of the cause for such absence. The School Board reserves the right to verify such statements and to investigate the cause of each single absence.

In addition, educators shall have the responsibility of encouraging regular attendance of students, maintaining accurate attendance records, and following reporting procedures prescribed by the Superintendent.

Provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child-welfare legislation. Accordingly:

- A. teachers shall record absentees each period of the school day and report those absences;
- B. parents should be notified each time their child is absent insofar as possible;
- C. when a student has been absent three (3) consecutive days and the school has been unable to ascertain the reason for the absences, the absences shall be investigated or at any other time if deemed necessary by the school principal.
- D. absences must be reported to the school by the parent or adult student as soon as practicable. Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining

acceptability of the reason for the absence(s) shall rest with the principal.

School-Based Intervention Procedures for Truant Students

The Board requires that the following school-based intervention procedures be adhered to for truant students:

- A. After three (3) days of unexcused absences, within a ninety (90) day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
- B. After five (5) days of unexcused absences, within a ninety (90) day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. NOTE: Student study team is to convene when a student misses five (5) unexcused absences within thirty (30) calendar days, or when a student misses ten (10) days within ninety (90) calendar days.
- C. After ten (10) days of unexcused absences within a ninety (90) day period, the student is referred to the visiting teacher.
- D. After fifteen (15) unexcused absences within a ninety (90) day period, the student is considered "habitually truant," pursuant to F.S. 1003.27(b).

The Florida Legislature enacted requirements that school districts report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birthdates, sex, and social security numbers of minors who attain the age of fourteen (14) and accumulate fifteen (15) unexcused absences in a period of ninety (90) calendar days. The legislation further provides that those minors under age eighteen (18) who thus fail to satisfy attendance requirements or drop out of (voluntarily withdraw from) school will be ineligible for driving privilege. Additional information about procedures and waivers is available from the school administration or guidance office.

Chronic truancy or deliberate nonattendance in excess of fifteen (15) school days within a semester shall be sufficient grounds for withdrawal of students sixteen (16) years of age or older, who are subject to compulsory school attendance under F.S. 1003.21.

Excused Absence

If the absences are excused, all educational requirements for the course shall be met before a passing grade and/or credit is assigned. The student shall have a reasonable amount of time, up to ten (10) school days, to complete make-up work for excused absences. Principals may grant extensions to the make-up time limit for extenuating circumstances. Regarding make-up of the work missed as a result of unexcused absences, each principal shall establish site-specific policies that encourage both regular attendance and high academic achievement, and shall review and modify these policies from time-to-time as required to maintain and improve their effectiveness.

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. Personal illness of the student (medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days).
- B. Court appearance of the student.
- C. Medical appointment of the student.
- D. An approved school activity (absences recorded but not reported).
- E. Insurmountable problems. Prior permission by principal or designee is required except in the case of an emergency.
- F. Other absences with prior approval of the Principal.
- G. Attendance at a center under Children and Families Services supervision.
- H. Significant community events with prior permission of the principal. When more than one (1) school is

involved, the Area Superintendent will determine the status of the absence.

- I. Religious holiday (See Policy 5225).
- J. Death in the immediate family.

Absences not included in excused absences listed above shall be unexcused.

Pursuant to State law, unexcused tardiness or absences shall not be grounds for suspension from school, but may result in other disciplinary consequences, such as detention or placement in existing alternative programs.

Any student who fails to attend any regularly scheduled class and has no excuse for absence should be referred to the appropriate administrator. Disciplinary action should include notification to parents or guardians.

The Superintendent shall develop administrative procedures that:

- A. provide the student and his/her parents with the opportunity to challenge the attendance record prior to notification and that such notification complies with applicable Board rules;
- B. govern the keeping of attendance records in accordance with the rules of the State Board;
- C. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- D. require that students whose absence has been excused have an opportunity to make up work they missed and receive credit for the work, if completed;
- E. require that any student, who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence, is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 or other appropriate accommodation.

Such regulations should provide that a student's grade in any course is based on his/her performance in the instructional setting and is not reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned.

Whenever any student has a total of fifteen (15) days of unexcused absence from school during any semester, s/he will be considered habitually absent. The Board authorizes the Superintendent to inform the student and his/her parents of the record of excessive absences as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's excessive absences.

Students may not be given excused absences to remain out of school for the purpose of working, unless the job is an integral part of the student's instructional program.

F.S. 1002.20, 1003.21, 1003.24, 1003.26, 1003.27, 1006.09

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II. RESPECT FOR PERSONS AND PROPERTY

Rights:

Students are recognized as individuals. Their rights include a safe, healthy, and drug-free environment.

Responsibilities:

Students should treat others, school property, and property of others with respect. Respectful behavior includes, but is not limited to, following school, classroom, and bus rules. Unacceptable behavior includes, but is not limited to, fighting, stealing, destroying property, and violating school rules.

Rule:

Students will treat others and their property with dignity and respect.

Disciplinary Action:

A student not respecting the right and property of others may be subject to disciplinary action allowed by School Board policy. Disciplinary action may range from counseling to expulsion.

III. RIGHT TO LEARN

Rights:

Students have a right to be in an environment conducive to learning and will have appropriate educational programs.

Responsibilities:

Students should come to school prepared to take advantage of all educational opportunities offered. Students should inform school personnel if they have a problem at home or at school that keeps them from doing their best.

Rule:

Students will participate in educational opportunities and complete classroom assignments and homework to the best of their abilities.

Disciplinary Action:

Students who fail to comply with the above stated rule may hinder their educational progress and be subject to other disciplinary procedures allowed by the local school-wide discipline plan.

IV. RIGHT OF ASSEMBLY

Rights:

Students may meet in an orderly manner on the school grounds or building(s) if proper authorization has been granted.

Responsibilities:

The meetings must be approved by the principal/designee and must not interfere with other planned activities.

Rule:

With proper school authorization, students may assemble in an orderly manner.

Disciplinary Action:

Unauthorized or disorderly meetings will be terminated immediately by the principal/designee, and violators may be subject to further administrative disciplinary action.

V. RIGHT OF PRIVACY

Rights:

1. Only authorized persons may have access to student records as governed by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g. Regulations: 34 CFR Part 99.)
2. Students and their storage area, under the jurisdiction of the School Board, may be searched in cases of reasonable suspicion. Strip searching is prohibited. The use of metal detectors or specially trained animals is permissible.

Responsibilities:

1. Students, parents/guardians should give the school any information needed to work with the student.
2. Students should not bring prohibited items to school.

Rule:

Students will respect the privacy of others.

Disciplinary Action:

Prohibited items will be confiscated by school personnel and the students will be subject to disciplinary actions allowed by School Board policy.

VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES

Rights:

All students will be a part of classroom instruction and other school activities for which they are qualified, without regards to their race, sex, religion, national origin, age, marital status, disability, or perceived disability.

Responsibilities:

Students should do their best in school or while participating in school activities. They should also be aware of the rights and responsibilities of others so as to make the school the best place of learning possible.

Rule:

Students who participate in or attend school activities will do so in a manner which promotes the objectives of the school and/or the activity.

Disciplinary Action:

Students who violate the above stated rule may be subject to disciplinary actions allowed by School Board policy.

VII. DRESS AND GROOMING

Rights:

Students have a right to dress comfortably.

Responsibilities:

Students have a responsibility to wear clothes that are not dangerous to their health or safety and to dress in a manner that is not disrupting to the educational process. Clothes worn should not advertise drugs, gangs, alcohol, tobacco, inappropriate language and/or sexual behavior.

Rule:

Student will dress and groom in such a way as to express personal preferences within the guidelines of the school dress code. Students are prohibited from wearing bandannas, dropped pants, low riding jeans, and shorts revealing the buttocks or underwear, short tops revealing the belly button, and inappropriate short dresses, shorts, or skirts. Middle and high school students are required to have shirts tucked in and pants are to be worn with a belt.

Elementary and Middle School Requirements:

Appropriate dress is the primary responsibility of the student and his/her parent or guardian. In order to promote safety, personal hygiene, academic well-being and moral and character development, students shall be expected to comply with reasonable requirements relating to dress, grooming and personal appearance as follows:

- 1) All students in elementary or middle school shall wear a school uniform while in attendance during the regular school day and on school sponsored field trips.
- 2) Colors shall be that of the official school colors and other colors as recommended by the School Advisory Committee and approved by the principal of the school.
- 3) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
- 4) Uniform style bottoms will be dark blue, black, tan (khaki). No sweat pants, overalls, or jeans will be allowed.
- 5) The legs of pants shall not extend below the heels of shoes.
- 6) Uniform knee-length shorts/skirts will be acceptable.
- 7) Sneakers and leather shoes are both acceptable, but must be black, or white with matching shoelaces.
- 8) Socks must be black, white, or other color as approved by the principal.
- 9) Boys and girls must wear belts if pants/shorts have belt loops. No sagging of pants will be allowed.
- 10) Outer garments for cold weather are permissible.

A student who transfers from one school to another in the county will be required to wear the “generic school uniform”, and will have 15 days to acquire the new school’s uniform.

The “generic uniform” shall consist of the following:

- A. Khaki or black pants, shorts, or skirt
- B. White collared shirt
- C. Dark or white leather shoes or sneakers with black, dark brown, or white socks

At the beginning of the school year, students will be required to conform to the uniform dress code within but no later than the first ten (10) school days. Likewise, students transferring into the district will have the first fifteen (15) days of school enrollment in order to conform to the uniform dress code.

Elementary/Middle School Disciplinary Action:

Any student enrolled in an elementary or middle school who reports to school improperly attired shall be disciplined as follows:

- A. First and second offense consequences are:

- a. Notification of parent or guardian and require student to change into appropriate attire
- B. Third offense consequences are:
 - a. Notification of parent or guardian and require student to change in to appropriate attire and
 - b. One day of in-school suspension (if available) or three (3) days of after school detention.
- C. The fourth and subsequent offenses are considered to be willful disobedience that will result in further disciplinary action that may include additional days of in-school suspension, after school detention, or work detail.
- D. Any absence resulting from a violation of the uniform dress code will be excused.

High School Disciplinary Action:

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted.

Clothing and/or other personal adornment that is so unusual or non-traditional that it attracts undue attention and distracts from the academic climate of the classroom cannot be allowed.

APPROPRIATE ATTIRE

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student’s middle finger when placed against the student’s attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- Young men must wear belts or suspenders with their pants. Elastic waist band/draw strings are acceptable.
- Hats and hoods may be worn outside of the building only.
- Shirts and blouses that are designed to be worn inside will be tucked into the pants/skirts.
- Undergarment shirts need to be white or grey.

INAPPROPRIATE ATTIRE

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants / saggy pants (F.S. 1006.07 and F.S. 1006.15)
- No hoodies allowed on campus.

* These dress code guidelines are subject to the interpretation of the administration, faculty, and staff. Any other type of clothing or garment that is distracting, immodest, or interferes with learning will not be allowed.

ALL STUDENTS (ELEMENTARY, MIDDLE AND HIGH) FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:

- For first offenders, the school is required to give the student a verbal warning, and the principal must call the student’s parent or guardian;
- For second offenders, the student is ineligible to participate in extracurricular activities for up to 5 days, and the principal must meet with the parent or guardian;
- For the third or subsequent offenders, the extracurricular activity exclusion is extended to up to 30 days; the school must place the student in in-school suspension for up to 3 days; and the principal must both call and send written notice to a parent or guardian.

VIII. WIRELESS COMMUNICATION DEVICES

The School Board is aware that wireless communication devices (WCDs) are used by students and parents to communicate with each other. However, the use of wireless communication devices (WCDs) on school grounds must be appropriately regulated to protect students, staff, and the learning environment. This policy sets forth the District's policy with respect to WCDs.

Students may possess wireless communication devices (WCDs) in school, on school property, during after school activities (e.g. extra-curricular activities) and at school-related functions, provided that during school hours and on school vehicles the WCDs are powered completely off (i.e., not just placed into vibrate or silent mode) and concealed and secured in lockers or vehicles and stored out of sight.

A "wireless communication device" is a device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor. The following devices are examples of WCDs: cellular and wireless telephones, pagers/beepers, personal digital assistants (PDAs), BlackBerries/Smartphones, WiFi-enabled or broadband access devices, two-way radios or video broadcasting devices, laptops, and other devices that allow a person to record and/or transmit, on either a real time or delayed basis, sound, video or still images, text, or other information. Students may not use WCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school.

Also, during after school activities when directed by the administrator or sponsor, WCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight.

The requirement that WCDs must be powered completely off will not apply in the following circumstances when the student obtains prior approval from the building principal:

- A. The student is a member of a volunteer fire company/department, ambulance or rescue squad.
- B. The student has a special health circumstance (e.g. an ill family member, or his/her own special health condition).

The student is using the WCD for an educational or instructional purpose (e.g. taking notes, recording a class lecture, writing papers) with the teacher's permission and supervision. However, the use of any communication functionality of the WCD is expressly prohibited. This includes, but is not limited to, wireless Internet access, peer-to-peer (ad-hoc) networking, or any other method of communication with other devices or networks. In no circumstances shall the device be allowed to connect to the District's network. The preceding prohibitions do not apply to Board-owned and issued laptops, PDAs or authorized assistive technology devices.

Students are prohibited from using WCDs to capture, record or transmit the words (i.e. audio) and/or images (i.e., pictures/video) of any student, staff member or other person in the school or while attending a school-related activity, without express prior notice and explicit, written consent for the capture, recording or transmission of such words or images. Using a WCD to take or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the building principal. Students who violate this provision and/or use a WCD to violate the privacy rights of another person may have their WCD confiscated and held until the parent is contacted and picks up the device from the school.

"Sexting" is prohibited at any time on school property or at school functions. As set forth in State law, sexting is the knowing transmission or distribution to another minor by a computer or similar device any photograph or video of any person that depicts nudity and is harmful to minors. Sexting also includes possessing a photo of any person that was transmitted or distributed by another minor that depicts nudity. Such conduct not only is potentially dangerous for the involved students, but can lead to unwanted exposure of the messages and images to others, and could result in criminal violations related to the transmission or possession of child pornography. Such conduct will be subject to discipline and possible confiscation of the WCD.

The use of WCDs that contain built-in cameras (i.e. devices that take still or motion pictures, whether in a digital or other format) is prohibited in locker rooms and/or bathrooms and other areas where there is an expectation of privacy.

No expectation of confidentiality will exist in the use of WCDs on school premises/property.

Students are prohibited from using a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy [5.321](#) ~~5517.01~~ – Bullying and Harassment. In particular, students are prohibited from using their WCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs; and (2) send, share, view or possess pictures, text messages, e-mails or other materials of a sexual nature (i.e., sexting) in electronic or any other form. As set forth in State law, sexting is the knowing transmission or distribution to another minor by a computer or similar device any photograph or video of any person that depicts nudity and is harmful to minors. Sexting also includes possessing a photo of any person that was transmitted or distributed by another minor that depicts nudity and is harmful to minors. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a WCD to capture and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using their WCDs to receive such information.

Possession of a WCD by a student is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of this privilege.

Violations of this policy may result in disciplinary action and/or confiscation of the WCD. The building principal may also refer the matter to law enforcement if the violation involves an illegal activity (e.g. child pornography). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the WCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed. In particular, egregious offenses involving the invasion of another person's privacy, the Board reserves the right to confiscate the WCD and hold it. A confiscated device will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian. WCDs in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with Policy [5.321](#) ~~5771~~– Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a WCD to school for a designated length of time or on a permanent basis.

A person who discovers a student in possession of or using a WCD in violation of this policy is required to report the violation to the building principal.

Students are personally and solely responsible for the care and security of their WCDs. The Board assumes no responsibility for theft, loss, damage, or vandalism to WCDs brought onto its property, or the unauthorized use of such devices.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians. Students may use their WCDs after the school day has ended.

F.S. 847.0141, 1006.07(2)
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IX. DISCRIMINATION/SEXUAL HARASSMENT

Rights:

Students have the right to attend school and learn in an environment free from discrimination and sexual harassment.

Responsibilities:

Students should report occurrences of discrimination or sexual harassment to the principal through the proper grievance procedures.

Rules:

No student shall on the basis of race, sex, religion, national origin, age, marital status, disability, or perceived disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination/sexual harassment under any educational program or activity.

Disciplinary Actions:

Students who violate the above-stated rule may be subject to disciplinary actions allowed by School Board policy.

X. COUNSELING

Rights:

Students have the right:

1. To be informed as to the nature of the guidance services available in their school.
2. To have access to individual and group counseling.
3. To request a change of counselor as applicable.
4. Students have the right of confidentiality except in the following circumstances:
 - a. Reports of abuse or neglect,
 - b. Indication of harm to self/others.

Responsibilities:

Students have the responsibilities:

1. To use guidance services for their own educational and personal improvement.
2. To schedule appointments in advance unless the problem or concern is one of an emergency.
3. To work cooperatively with all school personnel.

Rule:

Students should participate appropriately in the counseling process.

Disciplinary Action:

Students who fail to participate appropriately in the counseling process may temporarily have their opportunities for counseling suspended, or other disciplinary measures may be taken.

XI. FREE SPEECH AND PUBLICATION

Rights:

1. Students will be given the opportunity to participate freely in class discussions.
2. Students may, with the approval of the principal/designee, write and distribute non-commercial printed materials. This shall include freedom of the press for all student publications.
3. Students may decide whether or not to participate in symbolic (e.g. flag salute) or religious activities.
4. After receiving permission from the principal, students may display posters, notices, magazines, or articles.
5. Students participation in classroom instruction or other school activities may not be denied based on race, sex, religion, national origin, age, marital status, exceptionality, or perceived disability.

Responsibilities:

1. Students must use appropriate language when expressing their thoughts, concerns, and opinions.
2. Students must respect the principal's decision concerning the request to display printed material.
3. Students should respect others' rights, responsibilities, and opinions.

Rule:

The principal/designee will ensure that all printed materials distributed in the school reflect appropriate journalistic ethics and are not obscene or offensive by school and community standards.

Disciplinary Action:

The principal may discipline any student for infraction of the above stated rule.

XII. STUDENT GOVERNMENT

Rights:

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.
2. To have access to policies of the School Board and the individual school.
3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.
4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

Responsibilities:

Students have the following responsibilities:

1. To elect student government officers and representatives who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.
2. To become knowledgeable of School Board and individual school policies governing the actions of students.
3. To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.
4. To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

Rule:

Students will use the democratic process to conduct student government operations.

Disciplinary Action:

The principal/designee may apply disciplinary procedures as appropriate.

XIII. STUDENT RECORDS

Rights:

Students/Parents/guardians have the following rights:

1. Information contained in records that relates directly to the student may be inspected, reviewed, and challenged.
2. Personal identifiable information will be protected by legal provisions which prohibit its release to any person who is not legally authorized by the consent of the parent, guardian, or eligible student. (An eligible student is one who is 18 years of age or over and/or one who attends a post-secondary institution.)
3. Parents/guardians will receive annual notification, written in their native language, stating that they may review their child's record.

Rules/Procedures Relating to Student Records:

Student Records: The principal of each school shall be responsible for all student records and will ensure that all state and federal rules are followed. The Superintendent will make all rules available to principals.

- I. Purposes. Rules cover all school records of all students.
- II. Definitions:
 - A. Education Records: Records required by law containing information about the student
 1. Category A - Permanent Information: student information that is required by law to be kept indefinitely.
 2. Category B - Temporary Information: student information that may be kept for a short time then discarded or changed
 - B. Child: a person who is under 18 years of age
 - C. Pupil/Student: a person who is enrolled in a school

- D. Eligible Student: a person who is 18 years old or older and who is enrolled in one or more offered educational programs by the Gadsden County district (see section IV.)
- III. The Cumulative Record: The principal is responsible for all cumulative records. These records must be kept at school and may be relocated to other schools upon appropriate written request.
- A. Content of Category A Records: Category A records contain the permanent report card and education records. These records are kept up to date and cannot be changed without the permission of the principal. The person making the change will initialize each change.
1. Student's birth certificate name
 2. Birth date, place of birth, race, and sex
 3. Current address of the student
 4. Name of parent(s) or guardian(s)
 5. Name of last school attended
 6. Number of days present, absent
 7. Date enrolled, date withdrawn
 8. Classes/subjects taken, grades received
 9. Date of graduation or program completion
- B. Content of Category B Records:
1. Health information
 2. Information about the student's family
 3. Test scores
 4. School and vocational plans
 5. Honors and school activities
 6. Reports of special classes required by law
 7. List of schools attended
 8. Driver education certificate
 9. Letters from other groups
 10. Written requests for permission to review the record
 11. List of people who requested and received a copy of the record
 12. Written information indicating any changes made in the record
 13. Summary of state student assessment test results
 14. Copies of exceptional student education placement reports as required by law.
 15. Records of discipline, suspension, and expulsion
 16. Records of counselors' and teachers' conferences with students
 17. Free lunch applications, work experience interviews, and other records
- IV. The following strategies may be used for an eligible student or parent/guardian to change or remove a portion of the student record:
- A. A written request must be submitted to the principal, clearly identifying the part of the record to be changed, and specifying why it is inaccurate or misleading.
- B. If the request is approved, the change or removal shall be made in writing and signed and dated by the eligible student or parent/guardian and a school official. The written agreement shall show only that the record has been corrected or a portion removed.
- C. If the District denies the request for the change of record, the District will notify the eligible student or parent/guardian of the decision, advising them of their right to a hearing. Information regarding the hearing procedures will be provided to the eligible student or parent/guardian.

- D. If a hearing is held and a decision is made to keep the record intact without the proposed change, the eligible student or parent/guardian may include a written statement in the record. The statement may indicate disagreement with the decision and state reasons for disagreement.
- V. Procedures for Transfer of Education Records.
 - A. Records shall be transferred immediately upon written request from an eligible student or parent/guardian or from a school to which a student has transferred. The principal or designee shall transfer all Category A and Category B information and shall keep a copy of Category A information.
 - B. Records shall not be prohibited from transfer for unpaid fees or fines assessed by the school.
 - C. For all Gadsden County schools, current records shall be passed to a middle or high school upon student promotion to that school. This transfer will occur automatically without request.
 - D. If a school is closed by order of the School Board, student records shall be transferred to the school at which students will attend the following year. If students will not attend school the following year, the Superintendent shall decide where records will be kept.

Notification of Rights for Elementary and Secondary Schools

FERPA affords parents/guardians and students over 18 years of age (“eligible students”) certain rights with respect to the student’s educational records. These rights are:

1. The right to inspect and review the student’s education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional)

Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

Parents/guardians have the following rights:

- a. They may review their child's school records.
 - b. They may give permission for others to review the records.
 - c. They may challenge information in the records.
 - d. Upon request they will receive a copy of this rule from the Superintendent's office.
4. Eligible students or parents/guardians of the student may review individual records. Copies of records may be obtained through written request to the principal or School Board contact person. All requests will be granted within 5 working days.
 5. An eligible student or parent/guardian may give permission for others to review letters or statements in the student's records. Permission must be in writing and signed by the eligible student or parent/guardian. Access by others to a student's record will be closed upon written request by the eligible student or parent/guardian.
 6. The fee for copying the school records shall be as provided by School Board Policy.
 7. Student records are located at the school/district office.
 8. Records that give personal information may not be released without an appropriate request, except to the following:
 - a. District and school administrators and supervisors
 - b. District and school personnel, their interns, and substitutes
 - c. Administrative secretaries (as required for record keeping duties)
 - d. Gadsden County Health Department (health records only)
 - e. Florida Diagnostic and Learning Resource System personnel
 - f. Officials from a school to which a student has moved
 - g. State and federal officers, if records are needed to meet legal requirements, including Judicial and law enforcement agencies as specified within signed interagency agreements.
 - h. Persons requiring information for the purpose of donating money for tuition and other related expenses
 - i. State and local people who collect data for factual reporting
 - j. Colleges/Universities needing information for the benefit of students
 - k. People who set standards for schools
 - l. Parents/guardians for tax reasons
 - m. To comply with a court order
 - n. Any person requiring information for health or safety emergencies
 - o. Persons needing information for student expulsion hearings
 - p. Educational researchers who will not publish personal identification, and who destroy the information at the end of the study
 9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-4605

Responsibilities:

Students/Parents/guardians have the following responsibilities:

1. To inform the school of any information that may be useful in making appropriate educational decisions.

2. To authorize release of pertinent information to those individuals or agencies who are working actively and constructively for the benefit of the student.

Rule:

Students and parents/guardians must comply with board policies related to student records.

Disciplinary Action:

Failure of students/parents/guardians to provide accurate information may result in inaccurate maintenance of student records and a delay in delivery of services in a timely manner. For additional information regarding student records, and procedures, see Appendix.

XIV. GRADES

Rights:

Students have the following rights:

1. To receive a teacher's grading criteria at the beginning of each year or semester course.
2. To receive reasonable notification of failure or potential failure at any time during the grading period when it is apparent unsatisfactory work is being performed.
3. To receive periodic academic reports which may include, but not be limited to, academic and/or conduct grades. A conduct grade may not affect an academic grade.

Responsibilities:

Students have the following responsibilities:

1. To become informed of the grading criteria and behavior standards.
2. To maintain standards of academic performance commensurate with ability.

Rules:

Students enrolled in the Gadsden County School District will comply with the provisions of the Student Progression Plan.

GENERAL DISCIPLINARY PROCEDURES

Students are under the authority of the principal/designee, teacher, or bus driver any time they are going to or from school, at school, or at any school activity. Law enforcement or other appropriate agencies may be notified by the principal/designee as deemed necessary. Law enforcement must be notified for battery, homicide, kidnapping and sexual battery.

I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED

Students have permission to be on the school grounds during the regular school day and during special activities. The principal will use appropriate disciplinary procedures with any student who is found on campus without permission.

II. AUTHORITY OF THE TEACHER

- A. The principal gives to the teacher authority to control students while on school campus or at any school event.
- B. Florida Statutes 1003.32 authorizes the teacher to remove from class, students with abusive, disruptive, or unruly behavior. According to the statute, a teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

III. OFFENSES

- A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.
- B. The principal may discipline any student for, including but not limited to, the following misbehaviors:
 - 1. disobeying or threatening any school personnel
 - 2. profanity; offensive gestures
 - 3. destroying property
 - 4. disturbing school functions (FS 1006.145)
 - 5. leaving school without proper permission
 - 6. excessive tardies and/or unexcused absences from school
 - 7. breaking school rules
 - 8. serious misconduct
 - 9. sexual harassment
 - 10. multiple offenses
 - 11. fighting (to include instigating a fight)
 - 12. usage of wireless communication devices and all other electronic devices (such as pagers, cellular phones, iPods, MP3 players)
 - 13. possession of weapons and/or any firearm, to include imitation firearm
 - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.
- D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary procedure, an interpreter will participate in the process.
- E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.
- F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student is disciplined, the student has the right to tell his/her side of the story and he/she should be told why he/she is receiving the punishment.

- G. If a student is to be suspended, he/she will be told why before being suspended and will also get an explanation of the evidence and a chance to tell his/her side. Every effort will be made to notify the parent/guardian(s) as soon as possible. A principal may suspend for five days. If the suspension is for more than five days, or if the student is recommended for expulsion, a hearing will be held. If the student is a danger to other students or constantly keeps others from learning, he/she may be immediately removed from class and/or school. Only the School Board can expel a student. (See VIII A-B.) When a student is suspended, privileges to participate in extra-curricular activities will be revoked.
- H. All disciplinary referrals will be maintained in the district's student database.

IV. DEFERRED PUNISHMENT FOR OFFENSES

Disciplinary action for offenses occurring near the end of the school year may be carried over to the next school term.

BULLYING AND HARASSMENT – Gadsden School Board Policy #5.321

The Gadsden County School Board prohibits acts of bullying and harassment. The School Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying or harassment is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or school employees.

Bullying or harassment is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, or wireless handheld device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

- 1. **Statement Prohibiting Bullying and Harassment**
 - A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying. The District will not tolerate bullying and harassment of any kind. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
 - B. The District upholds that bullying or harassment of any student or school employee is prohibited:
 - 1. During any education program or activity conducted by a public K- 12 educational institution;
 - 2. During any school-related or school-sponsored program or activity;
 - 3. On a school bus of a public K-12 educational institution; or
 - 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution.
- 2. **Definitions**
 - A. **Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

1. Unwanted teasing;
 2. Social Exclusion;
 3. Threatening;
 4. Intimidation;
 5. Stalking;
 6. Cyberstalking;
 7. Cyberbullying;
 8. Physical violence;
 9. Theft;
 10. Sexual, religious, or racial harassment;
 11. Public humiliation;
 12. Rumor or spreading falsehoods; or
 13. Destruction of school or personal property.
 14. Private humiliation
- B. **Harassment** means any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:
1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
 2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
 3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
 4. Has the effect of substantially disrupting the orderly operation of a school.
- C. **Cyberstalking** is defined in F. S. 784.084(d) means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- D. **Cyberbullying** means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
- E. **Bullying, Harassment, and/or Cyberbullying** also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
 2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
 - a. Incitement or coercion;
 - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;

- c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.
 - 3. Unwanted harm towards a student or employee in regard to their real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, linguistic preference, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs and therefore prohibits bullying of any student or employee by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District. For Federal requirements when these acts are against Federally identified protected categories, refer to Policy 4001.1.
- F. **Accused** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.
- G. **Complainant** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other

3. Behavior Standards

- A. The Gadsden County School District expects students and adults to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with proper regard to the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.
- B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
- C. The School District prohibits the bullying of any student or school employee:
 - a. During any educational program or activity conducted by Gadsden County Schools District;
 - b. during any school-related or school-sponsored program or activity or on a Gadsden County school bus;
 - c. Through the use of any electronic device or data while on school grounds or on a Gadsden County school bus, computer software that is accessed through a computer, computer system, or computer network of the Gadsden County School Board. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated under this section.
 - d. Through threats using the above to be carried out on school grounds. This includes threats made outside of school hours, which are intended to be carried out during any school-related or school-sponsored program or activity, or on a Gadsden County school bus.
 - e. While the District does not assume any liability for incidences that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying against a student and the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate, which may include the use of the School Resource Officer. The principal/designee shall use all District Reporting Systems to log all reports and interventions.
- D. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, self discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior (the school's Discipline Plan).

- E. Student rights shall be explained as outlined in this policy and in the Student Code of Conduct: Respect for Persons and Property.
- F. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the Student Code of Conduct and this Policy.

4. Stakeholder Responsibilities

- A. By August 2009, each school principal shall create a School Safety team and designate one of its members as a School Safety Liaison and contact who shall serve on a district School Safety team that address acts of violence and school safety. The district's Safety Investigation's Officer will be head the School Safety Team. At minimum, school teams should include staff members from administration, guidance, and instruction. These persons will serve as the key school based personnel who will receive prevention/safety training and assist in the dissemination of prevention/safety procedures, intervention, and curriculum, for bullying and other issues that impact the school culture and welfare of students and staff.
- B. The Academic Services' Office, in collaboration with other District departments, will collaborate with school based staff members, families, and community stakeholders to utilize this Policy and associated procedures to promote academic success, enhance resiliency, build developmental assets, and promote protective factors within each school by ensuring that each and every staff member and student is trained on violence prevention. These trainings will work to create a climate within each school and within the District that fosters the safety and respect of children and the belief that adults are there to protect and help them. Additionally, students and staff (including but not limited to school based employees, administrators, district personnel, counseling staff, bus drivers) will be given the skills, training, and tools needed to create the foundation for preventing, identifying, investigating, and intervening when issues of bullying arise.
- C. The Parent Services' Office, in collaboration with other District departments, will train a wide range of community stakeholders, profit, non-profit, School Resource Officers, and faith based agencies to provide the dissemination and support of violence prevention curriculums to students, their families and school staff. This collaboration will make effective use of available school district and community resources while ensuring seamless service delivery in which each and every school and student receives an equitable foundation of violence prevention.
- D. The District School Safety Team will serve as the coordinators and trainers of prevention/safety for all school staff and outside agencies/community partners. The District Safety Team will receive training in violence prevention programs. These team will ensure that these programs are evidence-based and proven. The team will be responsible for implementing the evidence-based interventions and proven programs within each of their schools.
- E. The Parent Services' Office, in collaboration with other District departments, will provide opportunities and encourage parents to participate in prevention efforts with their children in meaningful and relevant ways that address the academic, social, and health needs of their children. The District will offer parents and parent associations' trainings on violence prevention as well as knowledge of and/or opportunity to participate in any violence prevention initiatives currently taking place in their school via the district and school websites, open houses, and school newsletters. Training will provide resources and support for parents by linking them with internal supports as well as referral to community-based resources as needed.
- F. Evaluations to determine the effectiveness and efficiency of the services being provided will be conducted at least every three years and shall include data-based outcomes.
- G. The Superintendent, other district administrators, as well as school principals, will be held accountable for implementation of these student support services consistent with the standards of this policy. These administrators will take steps to assure that student support services are fully integrated with their instructional components at each school as well as in policy and practice.

V. Training for all Stakeholders

- At the beginning of each school year, the school principal/designee and or appropriate area/district administrator shall provide awareness of this policy, as well as the process for reporting incidents, investigation and appeal, to students, school staff, parents, or other persons responsible for the welfare of a

pupil through appropriate references in the Student Code of Conduct, Employee Handbooks, the school website, and/or through other reasonable means.

VI. Consequences

A. Committing an act of bullying or harassment

1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.
2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, gross acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.
4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

B. Wrongful and intentional accusation of an act of bullying or harassment

1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.
3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

C. Receiving Reports of Acts of Bullying or Harassment

1. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
2. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
3. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
4. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
5. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
6. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
7. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.

8. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).
 9. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- D. Investigation of a Report of Bullying or Harassment
1. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at a school bus stop.
 2. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
 3. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
 4. The investigator shall collect and evaluate the facts including but not limited to:
 - i. Description of incident(s) including nature of the behavior;
 - ii. Context in which the alleged incident(s) occurred;
 - iii. How often the conduct occurred;
 - iv. Whether there were past incidents or past continuing patterns of behavior;
 - v. The relationship between the parties involved;
 - vi. The characteristics of parties involved, *i.e.*, grade, age;
 - vii. The identity and number of individuals who participated in bullying or harassing behavior;
 - viii. Where the alleged incident(s) occurred;
 - ix. Whether the conduct adversely affected the student's education, educational environment or mental well-being;
 - x. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
 - xi. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.
 5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include but not limited to:
 - i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 - ii. A written final report to the principal.
 6. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
 7. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.
- E. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District
1. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
 2. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
 - i. If it is within the scope of the District, a thorough investigation shall be conducted.
 - ii. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.

- iii. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.

F. Notification to Parents/Guardians of Incidents of Bullying or Harassment

1. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.
 - i._ The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
 - ii._ If the bullying incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states “. . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school.”
2. Immediate notification to the parents/legal guardians of the perpetrator of an act of bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
3. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

G. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

1. The teacher or parent/legal guardian may request informal consultation with school staff, *e.g.*, school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student’s parents or legal guardian are included.
2. School personnel or the parent/legal guardian may refer a student to the school intervention team for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.
3. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
4. The intervention team may recommend
 - i. Counseling and support to address the needs of the victims of bullying or harassment;
 - ii. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or
 - iii. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

H. Reporting Incidents of Bullying and Harassment

1. Incidents of bullying or harassment shall be reported in the school’s report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each

incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.

2. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related as a related element code.
 - i. Bullying and/or harassment incidents shall be reported and coded appropriately in SESIR using the relevant incident code and the bullying-related code as indicated in the *Code of Student Conduct*.
 3. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
 4. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the Department of Education.
- I. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment
1. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
 2. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.
 3. The policy includes, but not limited to, student behavioral assemblies, Parent Teacher Meetings, Pre-Planning, Staff Awareness Training, grade level meetings with students on identifying, preventing, and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventative action based on those observations. These programs/trainings are available, but not limited to:
 - Students
 - Parents
 - Teachers
 - School administrators
 - Counseling staff
 - School volunteers
- J. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim
- The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

K. Publicizing the Policy

1. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
2. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
3. The Superintendent shall also make all contractors contracting with the District aware of this policy.
4. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.
5. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

Disclaimer: The Gadsden County School District prohibits bullying & harassment of any kind; if you know, heard, and/or witness any infraction, Please fill out a form from the district's website or any school in Gadsden's County. You may remain anonymous, if you desire.

DUE PROCESS PROCEDURES FOR SUSPENSION/EXPULSION OF STUDENTS WITH DISABILITIES

Any student eligible under *Gadsden County Programs and Procedures for Exceptional Students*, who commits an offense which may be grounds for suspension/expulsion, shall have his/her case considered and decided on an individual basis.

A. Suspension

1. A student with a disability may be suspended from the Gadsden County schools for infractions described in the Code of Student Conduct and Student Rights and Responsibilities.
2. In order to protect the rights of students and parents, the principal, or his/her designee, shall follow the procedures for suspension as contained in School Board Policy.
3. Whenever a student with a disability is suspended, the principal, or his/her designee, shall immediately send written notification to the Director of Exceptional Student Education or Designee.
4. The principal, or his/her designee, shall be responsible for convening an IEP meeting when an exceptional student accumulates a total of ten (10) days of suspensions within a school year.
5. If the school did not conduct a functional behavioral assessment and implement a behavioral intervention plan for each child before the behavior that resulted in the suspension, the IEP team will develop an assessment plan to address that behavior; or if the child already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

B. Expulsion

1. Dismissal of a student with a disability shall follow the procedures contained in School Board Policy.
2. Prior to making a recommendation for expulsion to the Superintendent or (his/her designee), the principal (or his/her designee) shall notify the Director of Exceptional Student Education (or designee) in writing that this action is being considered.
3. The principal, or his/her designee, shall meet with the school staffing committee and the Director of Exceptional Student Education (or designee) to determine if the student's actions are a result of his/her disabling condition (Manifestation Determination). The staffing committee will be comprised of the following personnel: Director of Exceptional Student Education or designee, School Administrator, ESE teacher, general education teacher(s), parents, school counselor, and any other appropriate individuals.

4. If the staffing committee determines that the student's actions are not a result of his/her disabling condition, the principal, or his/her designee, may submit a recommendation for alternative placement or expulsion to the Superintendent, or his/her designee. This recommendation shall contain the school staffing committee report, the Functional Behavior Assessment (FBA), Behavior Intervention Plan (BIP), and the student's Individual Educational Plan (IEP). A copy of this recommendation shall be sent to the Director of Exceptional Student Education.
5. If the staffing committee determines the student's conduct is a manifestation of his/her disability, then an IEP meeting must be held to determine the adequacy of the current special program and related services.
6. Prior to any Change of Placement, the Individual Educational Plan Procedures, as outlined in *Gadsden County Special Programs and Procedures for Exceptional Students*, will be followed to ensure that parents/guardians are provided safe-guards consistent with State Board of Education Rule 6A-6.03311.
7. Any change in the educational placement of a student with a disability will not result in a cessation of education services.

PROCEDURES FOR THE DISCIPLINE OF STUDENTS WITH DISABILITIES

(as defined under Section 504 Rehab Act 1973, ADA & IDEA)

6A-6.03312. Discipline Procedures for Students with Disabilities

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior must be considered in the development of their **individual educational plans (IEPs)**. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in this rule, is appropriate for a student with a disability who violates a code of student conduct.

PROCEDURES FOR THE DISCIPLINE OF K-12 PREKINDERGARTEN STUDENTS INCLUDING PREKINDERGARTEN

The use of corporal punishment, humiliation, total or extended isolation, and/or withholding of food is prohibited as a form of discipline for prekindergarten students. (ACYF/HS 4.02;45 CFR 1304). When necessary, additional assistance will be acquired to provide for the needs of individual children.

Definitions specific to this policy:

Corporal Punishment - Paddling, slapping, pulling of hair, pinching, or any other means of causing bodily harm.

Denial of Participation in Extracurricular Activities - Denying a child the opportunity to participate in out-of-class activities such as field trips or parties. When necessary, additional assistance will be acquired to provide for the needs of individual children.

Extended Isolation in the Classroom - Denying a child the opportunity to participate in classroom activities for an unreasonable period of time. (e.g. long periods in time out).

Humiliation - Using derogatory remarks when referring to a child, name calling, or any other action that could lower the pride, dignity, or self-respect of a student.

Withholding of Food - Denying a child food that is provided to his/her peers such as dessert, snack, party foods, etc.

Total Isolation - Placing a child out of view of a responsible adult.

Suspension- The temporary removal of a child from his regular school program or the school bus.

Expulsion - The removal of the right and obligation of a child to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance.

Suspension and/or expulsion are NOT RECOMMENDED in disciplining prekindergarten children. These procedures should only be used for the safety, health, or welfare of any student, teacher, or staff member.

If a child's problem behavior is extensive or has escalated over a period of time, this may be an indicator of a physical or emotional problem and a referral to the prekindergarten office and the student study team may be needed.

DISCIPLINARY PROCEDURES GRADES K-12

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

Discipline Guidelines and Procedures

CLASS I	MINOR OFFENSES
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*Document All Actions Taken in Class I on the Classroom Behavior Management Form

- Chewing gum, eating food, or drinking beverages during class
- Being unprepared for class/no materials
- Arriving late to class (up to 5 minutes)
- Refusing to do classroom work
- Sleeping in class
- Using offensive language in general conversation with peers
- Disrupting the classroom (talking out loud, getting out of seat, laughing or talking at inappropriate times)
- Displaying intimate affection in public
- Possessing inappropriate items, (toys, games, tape players,)
- Disrupting the class by any other minor offense

Actions To Be Taken By Teachers

1st Offense

- Contact the parent/guardian. **[required]**
- Hold a teacher/student conference with documentation **[complete applicable section of Classroom Behavior Management Form (CBM)]**.
- Collect inappropriate items from the student and return them at end of the day or when a parent/guardian collects them.

2nd Offense

- Use creative teacher interventions (may include behavior improvement plan, disciplinary work, etc.).
- Refer the student to the homeroom teacher (If student is an athlete, refer to coaches)
- Hold formal teacher-student conference and contact the parent/guardian. **(complete applicable section of CBM)**
- Refer the student to the team leader or designee, if applicable.
- Refer the student to the Guidance Counselor/Resource person/Student Study Team.
- Arrange peer mediation for the student.

3rd Offense

- Contact the parent/guardian. **[required]**
- Render a verbal reprimand.
- Provide notification of the consequences of the next offense.
- Arrange peer mediation for the student.
- Refer the student to the team leader or designee.
- Refer the student to a Guidance Counselor.

4th Offense

ACTIONS TO BE TAKEN BY ADMINISTRATORS

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.
- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS II	INTERMEDIATE OFFENSES
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- Repeating classroom disruptions
 - Failing to serve detention or other disciplinary interventions
 - Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
 - Throwing food or drinks in cafeteria
 - Loitering in an unauthorized location
 - Using obscene or profane language or gestures
 - Possessing or using tobacco products
 - Cheating, plagiarism, abuse of technology, or forgery
 - Skipping class/Leaving class (Skipping class is also considered arriving to class after 5 minutes.)
 - Throwing or propelling objects or spitting
 - Intimidating or harassing another student
 - Dressing in opposition to the dress code
 - Repeating Class I offenses
 - Unauthorized usage of electronic devices
 - Drop Pants / Saggy Pants (reference page 12)
 - Student use of cell telephones/wireless communication devices
- Personal cell telephones may be brought to school with the following conditions:
- a. Phones must be turned off and kept out of sight during school hours and while riding on the school buses or using school transportation at any time.
 - b. If emergency calls to or from students are necessary, they should be placed through the school office and not to or from the student's telephone.
 - c. Phones should be kept secure to prevent theft (vehicles, purses, backpacks, lockers, etc.) The school is not responsible for lost or stolen phones or any other electronic device.

Actions To Be Taken By Administrators

- An administrator calls the parent/guardian. **[required]**
- An administrator will assign In-school suspension (ISS) for specified number of days.
- An administrator will assign 3 - 5 days out-of-school suspension (OSS) /parent/guardian contact.
- An administrator will assign 5 days OSS [school level hearing/ parent/guardian conference]
- An administrator will provide a hearing with the option to give OSS of 5 more days.

- The School Resource Officer will issue a citation.
- An administrator will provide peer mediation for the student.
- An administrator will involve the Guidance Counselors in fact-finding and counseling of students.
- Drop pants / saggy pants: verbal warning; ineligibility to participate in extracurricular activities; in-school suspension

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS III	GROUP A	MAJOR OFFENSES
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- Defying a school district employee (an attitude or action designed to provoke a confrontation)
- Defacing school property/malicious mischief
- Inciting or participating in riotous behavior
- Obstructing school employees from their duty (preventing fight breakups, etc.)
- Possessing merchandise stolen on school campus
- Trespassing
- Using school property without authorization (computers, A/V or PE equipment)
- Exhibiting lewd and lascivious behavior
- Possessing obscene literature or objects
- Stealing
- Repeating Class II offenses
- leaving school campus without permission
- under the influence of alcohol and/or drugs

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral and administrator confers with the student.
- An administrator assigns 3-5 days out of school suspension.
- An administrator warns the student and parents/guardians of the consequence of the second offense.
- Guidance Counselors assist with fact finding and counseling of students.
- The student/parent/guardian makes restitution
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out of school suspension and conducts a hearing.
- An administrator warns the student and parent/guardian of the consequences of the third offense.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

- Fighting (involvement in physical confrontation in which the participant either initiated the fight or failed to take advantage of an opportunity to avoid escalation of the incident that led to the fight)
- Creating a hostile environment that includes harassing, physical, verbal, graphic or written conduct that is sufficiently severe, pervasive or persistent as to interfere with an individual's ability to participate in or benefit from school activities. This includes all forms of sexual, racial, national origin, disability or other forms of discrimination or harassment prohibited by school board policies
- Threatening, harassing or intimidating a school district employee/adult
- Bullying & Harassment that is systematic in gesture or written, verbal, graphic, or physical acts. Also, a repeated behavior that has been already addressed.

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension.
- Guidance Counselors assist in fact finding and counseling of student.
- An administrator reads the second offense consequences to the students and parent/guardian.
- An administrator provides peer mediation.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension with a hearing for possible alternative placement and/or expulsion considerations.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

ZERO TOLERANCE OFFENSES

**REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.
Florida Statue: 1006.13 - Zero Tolerance Policy**

1. The Gadsden County School Board has a zero tolerance policy for:
 - (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
 - (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.
2. The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. (See definition of expulsion.)

(a) Bringing a firearm, or weapon (as defined in House Bill 7029) to school, to any school function, or possessing a firearm, at school. (to include the possession, use, or sell of a firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or

(b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity, bring, possess, use, or sell a firearm, imitation firearm, or explosive on campus

The Gadsden County School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student with a disability, the district school board shall comply with applicable State Board of Education rules.

Offenses Prohibited

1. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.

- a. homicide (murder, manslaughter) – law enforcement must be notified
- b. sexual battery – law enforcement must be notified
- c. armed robbery
- d. aggravated battery – law enforcement must be notified
- e. assault, battery or aggravated battery on a teacher or other school personnel
- f. kidnapping or abduction – law enforcement must be notified
- g. arson
- h. possession, use, or sale of any firearm
- i. display, use, threaten, or attempt to use any firearm
- j. possession, use, or sale of any explosive device (including firecrackers or fireworks)
- k. possession, use, or sale of drugs or alcohol
- l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
- m. bomb threat
- n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

2. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. 784.081, he/she shall be expelled or placed in an alternative school setting (F.S. 1006.13(4)).

3. **All incidents involving firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**

4. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the

aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.

5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

WEAPONS PROHIBITED

1. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. For use in this policy, weapons shall include but not be limited to the following: air rifle, BB or pellet gun, rifle, shot gun, zip gun, stun gun, pistol, ammunition or explosive device (no matter how limited), incendiary device, ice pick, knife, box cutter, pocket knife, machete, hypodermic needle(s), laser pointer, brass knuckles, club, nunchakus, razor blade, self-defense sprays (such as mace or pepper gas), sling shot, spear, sword, or any item used with intent to cause bodily harm to another individual.
2. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.
3. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.
4. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.
5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.
6. Pursuant to Florida House Bill 7029, simulating a firearm or weapon or wearing clothing or accessories that depict a firearm or weapon or expressing an opinion regarding a right guaranteed by the Second Amendment of the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. Simulating a firearm or weapon while playing includes, but is not limited to:
 - Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon
 - Possessing a toy firearm or weapon that is 2 inches or less in overall length
 - Possessing a toy firearm or weapon made of plastic snap-together building blocks
 - Using a finger or hand to simulate a firearm or weapon
 - Vocalizing an imaginary firearm or weapon
 - Drawing a picture, or possessing an image of a firearm or weapon
 - Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon

However, a student may be subject to disciplinary action if simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. The severity of the consequences imposed on the student must be proportionate to the severity of the infraction and consistent with school board policies for similar infractions. Disciplinary action resulting from a student's clothing or accessories must be determined pursuant to the school district's dress code unless the wearing of such clothing or accessories causes a substantial disruption of student learning, in which case the infraction may be addressed in a manner consistent with district school board policies for similar infractions.

CERTAIN DRUGS PROHIBITED

1. The use, distribution, sale and/or unlawful possession of mood modifiers, MDMA/"Molly", FLAKKA, synthetic drugs, controlled substances or alcohol on campus, at school activities, or on school-sponsored transportation, including designated bus stops, is strictly prohibited. If, after an investigation, a student has been determined to be in violation of this section, he or she will be referred to the School Board for expulsion.
2. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**
3. With written parent/guardian permission, using Form GCSB 893, a prescribed or nonprescribed medication may be given to a student by authorized school personnel. (See School Board rule 5.62.)
4. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

1. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:
 - a. has been formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a prosecuting attorney; and
 - b. the incident for which he/she has been charged occurred on other than school property, and
 - c. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and
 - d. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.
2. If the principal proposes a felony transfer, he/she will, in accordance with Section 1006.09(2), Florida Statutes, conduct an administrative hearing for the purpose of determining whether or not the student should be assigned to an alternative program pending determination of his/her guilt or innocence, or the dismissal of the charge, by a court of competent jurisdiction. The following procedures shall be followed if the principal proposes a felony transfer.
 - a. Upon receiving proper notice that a student has been formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, the principal shall notify the parent/guardian of the student, in writing of the specific charges against the student and of the right to a hearing.
 - b. Such notice shall set a date for the hearing which shall not be less than two (2) school days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.* A hearing can be held without the attendance of the parent/guardian after proper notification.

***Waiver of Discipline:**

Any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under chapter F.S. 893, may request a waiver of the discipline code:

- i. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or

- ii. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statues 1006.09.
3. The hearing shall be conducted by the principal, or designee, and may be attended by the student, the parent/guardian, the student's representative or counsel, and any witnesses requested by the student or the principal.
 4. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.
 5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.
 6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.
 7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)
 7. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.
 8. Pursuant to Florida law pertaining to a lawful arrest, if a student commits a delinquent act or violation of law which would be a felony if committed by an adult or involves a crime of violence, after the arresting authority notifies the district school superintendent, or the superintendent's designee, the information must be released within 48 hours after receipt to appropriate school personnel, including the principal of the child's school, or as otherwise provided by law. The principal must immediately notify all the child's assigned classroom teachers.

SUSPENSION/EXPULSION

Suspension, also referred to as out-of-school suspension, is the temporary removal of a student from all classes of instruction on public school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee for a period not to exceed ten (10) school days. F.S. 1003.01 During the suspension, the student is remanded to the custody of the parent/guardian with specific homework assignments for the student to complete.

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the School Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

1. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.
2. If a student is suspended or expelled from school, the student will not be allowed to attend any other school or school activity in the district until the time of suspension or expulsion has ended, or the

- School Board or the Superintendent has assigned an alternative setting. Failure to adhere to this rule could result in the extension of the suspension/expulsion and/or arrest.
3. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.
 4. The following are procedures for suspension:
 - a. Before suspending a student, the principal/designee will investigate the alleged offense, giving the student a chance to tell his/her side of the story and obtain written statements from witnesses, if appropriate.
 - b. When a student is suspended from school, an immediate attempt will be made to contact the parent/guardian(s). The student, the parents/guardians, and the Superintendent will be sent written notice (suspension form) within twenty-four hours.
 - c. The suspension by the principal may not be for more than ten days. No student will be suspended for more than five days without a school hearing which will adhere to the following procedures:
 - i. A suspension form will be completed giving the date for the hearing (usually on the third or fourth day of the suspension), and it will also include the time, place, and the purpose for the hearing.
 - ii. The hearing will be video and/or audio taped.
 - iii. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.
 - iv. This hearing should include the student and his/her parent/guardian(s) and may also include teachers, administrators, guidance counselors, school psychologists, and/or others as appropriate.
 - v. Decisions will be based on the information presented.
 - vi. At the end of the hearing, the principal will tell the student and the parent/guardian(s) verbally and later in writing what he/she has decided to do about the misbehavior. The Principal may extend the suspension up to 10 days.
 5. The following are procedures for an expellable offense:
 - a. When a student commits an expellable offense (see Zero Tolerance Policy), the Principal/Designee investigates. If after the investigation it is deemed necessary to continue the expulsion process, the Principal/Designee notifies:
 - i. parent/guardian of suspension and sets a hearing date (hand delivered)
 - ii. the District Office
 - iii. ESE, ESOL and School Psychologist (if appropriate)
 - b. At the school hearing the following will be present:
 - i. student
 - ii. parent/guardian
 - iii. school personnel
 - iv. district personnel
 - v. witnesses
 - vi. other appropriate personnel
 - c. The following guidelines will be adhered to at the school hearing:
 - i. The Principal/Designee will chair the hearing.
 - ii. All information discussed will be recorded.
 - iii. Everyone involved in the incident may give his/her side of the story.
 - iv. All pertinent information will be discussed including the student's discipline, attendance, and academic records and other significant information such as police and witness reports.

- v. The recommendations of the Principal/Designee may also include, but not be limited to, alternative programs, counseling, community service, drug and rehabilitative treatment centers, extended suspension, and expulsion.
 - vi. If expulsion is recommended to the Superintendent, the suspension is extended for a total of 10 days. The parent/guardian is notified of the date of the School Board Meeting.
 - vii. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.
- d. If the Superintendent concurs with the Principal's decision, he will make a recommendation to the School Board. If the Superintendent does not agree with the expulsion recommendation, the student will be allowed to return to school.
 - e. All recommendations for expulsion are placed on the School Board agenda for final action. The Superintendent will give to the Board, prior to the School Board meeting, background information on the student. The Board will act upon the recommendation of the Superintendent. The principal making the recommendation for expulsion must be present when the case goes before the School Board .

CORPORAL PUNISHMENT

Corporal punishment is prohibited.

REASONABLE FORCE

Florida Statute 1003.32(1) authorizes teachers and other instructional personnel to use reasonable force to protect himself/herself or others from injury. The Department of Education has defined reasonable force as, "appropriate professional conduct including physical force as necessary to maintain a safe and orderly environment." The Department of Education has clarified that school personnel do have the right and the authority to protect against: conditions harmful to learning, self, and others. Note: Florida Statute 1006.11(2) further provides that a principal, teacher, other staff members, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, and expulsion of students, except in the case of excessive force or cruel & unusual punishment.

COLLECTION OF EVIDENCE / SEARCH AND SEIZURE

The right of students as citizens to be free from unreasonable search shall be preserved in the schools. However, the principal or designee has the right to collect evidence as necessary to provide for the safe and orderly operation of the school and all of its functions. These may include, but not be limited to, the following measures:

1. **General Search:** In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
2. **Lockers:** Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.

3. Personal Search: With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. FRISKING AND STRIP SEARCHES ARE PROHIBITED.
4. Use of Metal Detectors: As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.
5. Search of Vehicles: Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.
6. Use of Video Cameras: For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.
7. Drug-Sniffing Dog: In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:
 - a. Contact the Superintendent or his designee for approval.
 - b. The search will be conducted to avoid contact between students and the dog.
 - c. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.

AUTHORITY OF THE SCHOOL BUS DRIVER

1. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.
2. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, students' that have written permission from a parent/guardian and the request has been approved by the principal or designee may be transported to an alternate stop provided the bus has sufficient occupancy. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

MISCONDUCT ON SCHOOL BUSES

If a student misbehaves on the school bus, the bus driver may report the misbehavior to the principal. The principal may suspend the student from riding the bus for no more than ten (10) school days per offense. Please note: If ESE students do not get a ride to school during the bus suspension, the suspension will count towards the maximum allowable ten (10) day school suspension for the year. If the suspension is for more than five (5) days, a hearing is required. The School Board may change the suspension to an expulsion from the school bus. The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

BUS OFFENSES

MINOR OFFENSES

- Shouting/loud talking
- Eating / drinking
- Littering
- Holding hand/head outside of the bus

Actions To Be Taken

- **BUS DRIVERS' INTERVENTIONS (use one or more)**
- Conduct a conference with the student.
- Assign a new seat assignment.
- Write a referral and give it to an administrator.
- **ADMINISTRATORS' INTERVENTIONS**
- 1st referral: Notify parents/guardians and have a conference with the student.
- 2nd referral: 1- 3 days off bus
- 3rd referral: 3 days off bus
- 4th referral: 5 days off bus (**Hearing Requested**)

MAJOR OFFENSES

- Being out of seat when bus is in motion
- Using foul language/ racial slurs
- Defacing property
- Throwing objects
- Holding hand/head outside bus while in motion
- Fighting
- Distracting the bus driver with deviant behavior

Actions To Be Taken By Administrators

- Restitution is paid by the student/parent/guardian.
- 1st referral: 1-3 day off bus
- 2nd referral: 3-5 days off bus
- 3rd referral: 5 days off bus
- 4th referral: 5 days off bus (**Hearing Requested/expulsion considered**)

The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

ZERO TOLERANCE ON THE BUS

- Threatening/assaulting the driver
- Possessing weapons / **Imitation of Weapons**
- Possessing/using drugs/alcohol

ENROLLMENT OF STUDENTS EXPELLED/DISMISSED FROM OTHER SCHOOL DISTRICTS OR PRIVATE SCHOOLS

The records of students seeking to enroll in Gadsden County Public Schools, who have been assigned to an alternative school by another public school district, a private school, or a charter school, must be reviewed by the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education. The student will be assigned to the district alternative school or a reentry program for the period of time as determined to be appropriate.

The records of students seeking to enroll in Gadsden County Public Schools who are currently being recommended for expulsion or dismissal, or who have been expelled or dismissed from another public school district, a private

school, or a charter school, must be reviewed by the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education. The student will be assigned to the district alternative school or other alternative school program or a reentry program for a period of time as determined to be appropriate.

If a final order of expulsion has been imposed upon the student from a previous school/district, the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education may choose to:

1. honor the expulsion or dismissal of the student from the previous school/district;
2. assign the student to a district alternative school; or
3. assign the student to a zoned school of attendance.

DRAFT

GLOSSARY

Abuse of property/minor vandalism - to use wrongly or improperly, or to maltreat any school equipment or property, including school buses.

Aggravated battery - Intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery.

Alcohol possession, use, sale, storage, or distribution - having on one's person or within one's personal property or under one's control by placement of and knowledge of the whereabouts or reasonable belief that one has assimilated, or reasonably appears, in the judgment of appropriate school officials, to be under the influence of any alcoholic substance

Armed robbery - the taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon

Arson - to willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being

Articles disruptive to school - to possess, display or use anything that is disruptive to the general peace and welfare of a school center, school bus, or a school sponsored activity

Assault - an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so which creates a well-founded fear in such other person that such violence is imminent. (F.S 784.011)

Assault on school board employee - any intentional, unlawful threat, by word or act, to do violence to a school board employee, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Attempted criminal act against a person - any person who attempts to commit, or who solicits another to commit, or who agrees, conspires, combines, or confederates with another person or persons to commit the offense of a battery against another person or persons, and in such attempt does any act toward the commission of such offense, but fails in the perpetration or is intercepted or prevented in the execution of the offense

Attendance - the action or state of going regularly to or being present at a place or event.

Battery (BAT)-Level I - (physical attack/harm) The physical use of force or violence by an individual against another. The attack must be serious enough to warrant consulting law enforcement and result in more serious bodily injury. (To distinguish from Fighting, report an incident as Battery only when the force or violence is carried out against a person who is not fighting back.) Law enforcement must be notified.

Battery or aggravated battery on a school board employee - a battery or aggravated battery on any elected official or school district employee whether it is committed on school property, on school sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business

Bomb threat - intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device

Breaking and entering/burglary - the unlawful entry into a building or other structure with the intent to commit a crime

Bullying - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

- a. Unwanted teasing;
- b. Social Exclusion;
- c. Threatening;
- d. Intimidation;
- e. Stalking;
- f. Cyberstalking;
- g. Cyberbullying;
- h. Physical violence;
- i. Theft;
- j. Sexual, religious, or racial harassment;
- k. Public humiliation;
- l. Rumor or spreading falsehoods; or
- m. Destruction of school or personal property.

Bus disruption - behavior that disrupts and/or distracts the driver from safely operating the school bus

Cheating (copying work of another, using materials not authorized to use - copying of anyone else's work or cheating on any test or assignment

Chemical/hazardous material - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s).

Computer misuse/inappropriate use of e-mail/internet - the inappropriate use of a computer, including, but not limited to, breaking into restricted accounts or networks, modifying, or destroying files without permission, illegally copying software, and entering or distributing or printing unauthorized files; accessing or entering unauthorized internet sites; distributing inappropriate electronic messages

Confrontation/tussle - a verbal confrontation, struggle, or scuffle involving more than one person; pushing, shoving, pulling, etc. that has the propensity to escalate into a fight

Contraband, non-criminal - possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, portable cellular telephones, etc.; these will be confiscated

Corporal punishment - Paddling by the principal/designee on the student's buttocks.

Criminal assault on a student/person - any intentional, unlawful threat, by word or act, to do violence to another person, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Criminal battery on a student/person (non-School Board Employee) - an actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual, including child abuse; the malicious and unprovoked physical attack by an aggressor upon another person

Destructive device - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage (F.S. 790.001(4)).

Disobedient/open defiance/insubordination - refusal or failure to obey, marked by resistance to authority; the flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority

Disobeying rules on the school bus - violation of the posted or written rules of conduct for the bus that is not necessarily a disruptive behavior; e.g.: not in assigned seat, eating or drinking on the bus

Disorderly conduct/disruption of school - any act which substantially disrupts the orderly conduct of a school function, behavior which substantially disrupts the orderly learning environment or poses a threat to the health, safety, and/or welfare of students, staff, or others

Disrespectful language - written or verbal remarks or gestures that show a lack of respect, rudeness or are inappropriate; The use of words or acts which demean, degrade, antagonize, or humiliate a person or group of persons

Disruptive behavior - behavior by its nature disrupts the educational process, but is not criminal.

Disruptive play - non-confrontational activity that is not appropriate in a school setting and is disruptive to the educational process; engaging in rowdy, rough behavior that interferes with the safe and or purposeful order of a school; e.g.: horseplay, chasing another student in the hallway of classroom, etc.

Dress code violation - to dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety; violations of the school dress code

Drug paraphernalia use, sale, storage, or distribution - to possess, use, sale, store, or distribute any equipment, device, or equipment used for the purpose of preparing or taking drugs

Drug Use/Possession Excluding Alcohol (DRU)-Level III - (illegal drug possession or use) The use or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

Due process - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. [F.S 1006.07]

Explosive (F.S. 790.001 (5)) - any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators; but not including:

(a) Shotgun shells, cartridges, or ammunition for firearms;

(b) Fireworks as defined in s. 791.01(4)(a); means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

(c) Smokeless propellant powder or small arms ammunition primers, if possessed, purchased, sold, transported, or used in compliance with F.. 552.241;

Explosive devices possession, use, sale, or distribution (not firecrackers, fireworks) - an explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators

Expulsion - Removal of the right and obligation of a student to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance. Expulsion can also mean alternative placement.

Extortion/blackmail/coercion - the use of threat or intimidation to obtain anything of value from another person, including, but not limited to, money

Extracurricular - any school-authorized or education-related activity occurring during or outside the regular instructional school day. [F.S. 1006.15]

FLAKKA – Synthetic drug that can be snorted, smoked, injected or swallowed. This designer drug is sweeping the State of Florida.

Failure to comply with class/school rules - violation of specified posted or written school or class rule that is not necessarily a disruptive behavior; e.g.: repeatedly chewing gum, repeatedly tardy for class, etc.

False fire alarm/911 call - whoever, without reasonable cause, by outcry or the ringing of bells, or otherwise makes or circulates, or causes to be made or circulated, a false alarm of fire or 911 call

False report involving school, school personnel’s property, school transportation or school sponsored activity- Making a false report with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, or other deadly explosive.

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

Firearm - means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. [F.S. 790.001(6)]

***Firearm, possession, use, or sale of** - Possession, use, or sale of any firearm, on school property, school-sponsored transportation or during a school-sponsored activity. A firearm, is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. [F.S. 790.001(6)]

Fireworks/firecrackers - possession, use, sale, storage, or distribution of fireworks or firecrackers or associated devices

Forgery of a document or signature - to fashion or reproduce for fraudulent purposes

Gambling - one who participates in games of chance or skill for money or profit

Grievance procedure - The process of filing appropriate forms resulting from a complaint filed by a student. Forms may be obtained from the principal.

Harassment - Any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student’s educational performance, or employee’s work performance, or either’s opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student’s or employee’s emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

Hazing - to persecute or harass with meaningless, difficult, or humiliating tasks whether its mental and/or physical.

Homicide/murder - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification. Law enforcement must be notified.

Illicit drug - A drug not allowed by law, custom, rule, etc.

Imitation firearm – Any toy gun, replica of a firearm, air-soft gun that fires nonmetallic projectiles, or other device that is so substantially similar in coloration and overall appearance to a firearm.

Inappropriate activity - any activity that is disruptive and/or inappropriate in a school setting that does not fit into another category

Incendiary device - means any material, substance, device, or combination thereof which is capable of supplying the initial ignition and/or fuel for a fire and is designed to be used as an instrument of willful destruction.

Intentionally striking a staff member intervening in a fight - intentionally striking or violently struggling with a staff member intervening in a fight or confrontation

Kidnapping or abduction - forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to hold for ransom or reward or as a shield or hostage; commit or facilitate commission of any felony; inflict bodily harm upon or to terrorize the victim or another person. Law enforcement will be notified.

Leaving School Grounds without permission - unauthorized leaving of the school grounds

Lying/misrepresentation - intentionally providing false or misleading information to, or withholding valid information from a school staff member

MDMA/"Molly" – Methylenedioxy-methamphetamine is a pure form of an ingredient found in Ecstasy.

Motor vehicle theft - theft or attempted theft of a motor vehicle; anything that is self-propelled

Obscene, lewd, or inappropriate act - the use of oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting

Other potentially dangerous weapons/items - any instrument or object, other than firearms or knives, deliberately used to inflict harm on another person, or used to intimidate any person

Out of Assigned Area - out of assigned area without permission and/or in a restricted access area without permission

Permissible absence - An absence which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstance. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. Work missed may be made up by the student.

Petty theft/stealing 1 (\$0-\$10) - the unlawful taking, carrying, or lending of property less than \$10.00 in value from the possession or constructive possession of another person

Petty theft/stealing 2 (\$10 -\$25) - the unlawful taking, carrying, lending, or riding away of property more than \$10, but less than \$25 in value from the possession, or constructive possession of another person

Petty theft/stealing 3 (\$25-\$50) - the unlawful taking, carrying, lending, or riding away of property more than \$25, but less than \$50 in value from the possession, or constructive possession of another person

Physical aggression (not involving law enforcement) - the intentional physical aggression of one party against another person such as pushing, punching, or striking

Plagiarism - The unauthorized use of someone else's material, which is then presented as being the result of the plagiarist's own primary research, creative impulse or insight. Plagiarism technically encompasses the borrowing of ideas of others, as well as their exact words or allowing one's own personal work or homework to be copied

Possession/use of tobacco products - possession, use, sale, storage, or distribution of tobacco products on school district property

Profane/obscene language - abusive, profane, obscene, or vulgar language (verbal, written, or gestures) or conduct in the presence of another person

Prohibited items - An item prevented by law or by an order.

Public display of affection - engaging in overtly amorous contact or language not appropriate in a school setting

Remote learning - is where the student and the educator, or information source, are not physically present in a traditional classroom environment. Information is relayed through technology, such as discussion boards, video conferencing, and online assessments.

Robbery - the taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and /or by putting the victim in fear

Synthetic Drug - substances that mimic marijuana, cocaine and other illegal **drugs** are making users across the nation seriously ill, causing seizures and death.

Sexual battery (attempted or actual forcible penetration) - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object. Law enforcement must be notified.

Sexual harassment - any slur, innuendo, or other physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational work environment; has the purpose or effect of unreasonably interfering with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities; sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature

Sexual misconduct - engaging in a sex act or physical conduct of a sexual nature; the unlawful sexual intercourse, sexual contact or other unlawful behavior or conduct intended to result in sexual gratification without force or threat and where the victim is capable of giving consent

Stealing more than \$50 - the unlawful taking, carrying, leading, or riding away of property more than \$50, in value from the possession or constructive possession of another person or entity (meaning school)

Suspension - Removal of students from their regular school program for a period not to exceed 10 school days. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy.

Tardiness, Habitual - consistently late to class or school

Tear gas gun or chemical weapon or device - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. [F.S. 790.001(3)(b)]

Threat against school, school personnel's property, school transportation or school sponsored activity - Threatening to throw, project, place, or discharge any destructive device with intent to do bodily harm.

Threat, non-criminal - a threat (less serious than assault) by word or act to do violence to another person or his/her property; e.g.: "You better watch your back", "I'm going to get you after school."

Trespassing - to enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion, employees not required by their employment to be at the particular location; and unauthorized persons who enter or remain on campus or school district facility or sponsored activity after being directed to leave

Truancy/Unexplained Absence - An absence from class or school that the reason or excuse is inadequate or does not meet the criteria for an excused absence

Unauthorized possession or use of prescription medication - to possess, use, sell, store, or distribute or be under the influence of any substance which requires a physician's prescription, or any over-the-counter medication without parent/guardian approval and school notification

Unauthorized sale/distribution of materials (non-criminal) - unauthorized selling or distributing of materials not generally considered illegal; e.g.: candy

Unexcused absence - An absence which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit.

Unintentionally striking a staff member intervening in a fight - unintentional striking or violently struggling with a staff member intervening in a fight or confrontation

Unknown weapon possession - type of instrument or object unknown at the time of the report

Unserviced detention (extended) - unexcused absence from a scheduled extended detention

Unserviced detention (regular) - unexcused absence from a scheduled regular detention

Unserviced detention (Saturday) - unexcused absence from a scheduled Saturday detention

Use of intoxicants - the inappropriate use of intoxicants, including but not limited to, glue, solvents, butane, and whipped cream, for the purpose of obtaining a mood-modifying experience

Vandalism more than \$100 (includes time and labor) - the willful and/or malicious destruction, damage, or defacement of public or private property, real or personal, including bus seats and buses, without the consent of the owner or the person having custody or control of it. This includes graffiti.

Weapon - A weapon may be, but is not limited to, any firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slung shot (a small mass of metal, stone, sand, or similar material fixed on a flexible handle, strap, or the like, used as a weapon.), billie [billie (also spelled billy) club, night stick, a stick of less than arm's length, usually made of wood, plastic, or metal], tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife [F.S. 790.001(13)] or any item used with intent to cause bodily harm to another individual.

Weapon/knife possession - the possession of any knife that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, and common pocket knives or any item used with intent to cause bodily harm to another individual.

APPENDICES

DRAFT

Gadsden Public School District
Declaration of Intent to Terminate School Enrollment



Compulsory Attendance Requirements

- All youths between the age of 6 and under 16 ~~18 (under 16)~~ per Florida statute 1003.21 must attend school.
- Students ages 16 and 17 are not required to attend school when and if a FORMAL DECLARATION OF INTENT TO TERMINATE SCHOOL ENROLLMENT FORM AND DOE EXIT SURVEY is on file with the district, and must be completed by Parent/Guardian and Student.

These forms are available with the Guidance Counselor at your child's school.

Roger P. Milton, Superintendent of Schools
35 Martin Luther King, Jr. Boulevard
Quincy, Florida
32351

Phone: (850) 627-9651 Fax: (850) 627-2760

**Florida Department of Education
Exit Interview Student Survey**

School Name _____ School District _____

Student Name _____ Student DOB _____

Grade Level _____ Date _____

Directions: Please circle the response that best describes your experience or provide a description of your experience in the space provided.

1. Which of the following best describes your **primary** reason for terminating school enrollment?

- | | |
|--|--------------------------------------|
| A. Classes were not interesting/bored | K. Student-teacher conflict |
| B. Missed too many days and could not catch up | L. Employment/have to work full-time |
| C. Did not like school | M. Friends dropped out |
| D. Failing classes/couldn't keep up with school work | N. Failed to pass FCAT |
| E. Illness | O. Intimidated/Threatened/Bullied |
| F. Became a parent | P. Migrant |
| G. Getting married | Q. Homeless |
| H. Felt like I did not belong | R. Family Problems |
| I. Suspended from school often | S. Other |
| J. Expelled from school | |

2. Which of the following best describes your **secondary** reason for terminating school enrollment?

- | | |
|--|--------------------------------------|
| A. Classes were not interesting/bored | K. Student-teacher conflict |
| B. Missed too many days and could not catch up | L. Employment/have to work full-time |
| C. Did not like school | M. Friends dropped out |
| D. Failing classes/couldn't keep up with school work | N. Failed to pass FCAT |
| E. Illness | O. Intimidated/Threatened/Bullied |
| F. Became a parent | P. Migrant |
| G. Getting married | Q. Homeless |
| H. Felt like I did not belong | R. Family Problems |
| I. Suspended from school often | S. Other |
| J. Expelled from school | |

3. What would have improved your chances of staying in school? (Circle all that apply.)

- A. Opportunities for real-world learning (internships, service learning)
- B. Better teachers
- C. Smaller classes
- D. More individualized instruction
- E. Better communication with your teachers
- F. Better communication with your parents
- G. Increased parental involvement
- H. Less freedom and more supervision from parents
- I. Less freedom and more supervision from school officials
- J. Other

4. What actions did your school personnel take to keep you enrolled in school? (Circle all that apply.)

- A. Provided student counseling
- B. Scheduled a conference with parent(s), guardian(s), student, and school staff
- C. Discussed and offered options for tutoring
- D. Discussed the consequences of dropping out
- E. Discussed and offered options for continuing education in a different environment (e.g., Adult Education, home school, virtual school, hospital homebound)
- F. Discussed and offered alternative options for graduation (e.g., diploma options, GED Exit Option or GED Testing)
- G. Conducted home visits
- H. Referred student to agencies/programs to address problems interfering with school success (e.g., substance abuse counseling, psychological counseling, family counselor)
- I. Discussed and offered participation in a credit recovery course/program
- J. Discussed and offered access to Dropout Prevention Program(s) (e.g., alternative education, disciplinary, teenage parent)
- K. Tracked student progress (by teacher, counselor, social worker, graduation coach, etc.)
- L. Changed or revised course schedule
- M. Implemented intervention contracts (e.g. attendance or behavior)
- N. Student reported that school staff took no action
- O. Other

Please check and sign below to certify that each of the following statements was addressed by school personnel.

I am at least 16 years of age and it is my intent to terminate my school enrollment. I received counseling from a guidance counselor or other school personnel which addressed the following:

- Terminating school enrollment prior to graduation will likely reduce my potential earnings and negatively affect my career options.
- Termination of school enrollment will result in the revocation/denial of my driving privileges until age 18.
- My reasons for leaving school prior to graduation.
- Possible actions that could keep me from leaving school prior to graduation.
- Options for continuing my education in a different environment, e.g., Adult Education or GED testing.
- For Bright Futures eligibility, GED students must complete credit requirements before taking GED exam.

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____
(if student is under 18 years of age)

School Personnel Signature: _____ Date: _____

Optional:

1. What is the highest level of education completed by your maternal parent/guardian? (circle one)

Elementary Middle School High School College Graduate School Unknown

2. What is the highest level of education completed by your paternal parent/guardian? (circle one)

Elementary Middle School High School College Graduate School Unknown

**Florida Department of Education
Exit Interview
(Designated School Personnel)**

To be completed by school guidance counselor or other school personnel:

School Name _____ School District _____
 Student Name _____ Withdrawal date: ___/___/___
 Grade Level _____ Student ID# _____
 Student DOB _____ School Transcript (Please Attach)

What is the *primary* reason the student is terminating school enrollment? (check one)

- | | | |
|---|---|--|
| <input type="checkbox"/> Classes not interesting | <input type="checkbox"/> Marriage | <input type="checkbox"/> Employment |
| <input type="checkbox"/> Student/teacher conflict | <input type="checkbox"/> Parenting | <input type="checkbox"/> Suspended too often |
| <input type="checkbox"/> Friends dropped out | <input type="checkbox"/> Illness | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Failing classes | <input type="checkbox"/> Migrant | <input type="checkbox"/> Truancy/Absentecism |
| <input type="checkbox"/> Did not like school | <input type="checkbox"/> Expelled | <input type="checkbox"/> Failed to pass FCAT |
| <input type="checkbox"/> Family Problems | <input type="checkbox"/> Intimidated/Threatened/Bullied | |

Other: _____

Was the student in an alternative program prior to withdrawal from school? Yes No
 If no, was an alternative program available? Yes No
 If yes, describe the alternative program? _____

Had the student received individual counseling prior to this meeting? Yes No
 If no, was counseling made available to the student? Yes No

Has a child study team been convened on the student's behalf? Yes No
 If yes, please list the interventions taken by the child study team. _____

Was the student involved in school sponsored extracurricular activities? Yes No

Does the student have an IEP or Section 504 Accommodation Plan? Yes No

Has the student received any remediation services in the past two (2) years? Yes No
 If yes, please describe the remediation services? _____

What is the average number of days the student was absent over the past two (2) years?
 Year 1 _____ Year 2 _____

How many unexcused absences or tardies has the student accumulated over the past two years?

Unexcused Absences: Year 1 _____ Year 2 _____
Unexcused Tardies: Year 1 _____ Year 2 _____

What interventions did the school attempt in response to unexcused absences or tardinesses of the student while enrolled?

- A. Communication between the school/teacher and the family/student
- B. Formal meeting with the parent
- C. Changes to the learning environment
- D. Student counseling
- E. Tutoring
- F. Attendance Contract
- G. Mentoring
- H. Referral to other agencies/services on behalf of family needs
- I. Truancy Petition
- J. Other (Please describe)

Has the student *ever* been suspended? Yes No If yes, how many times? _____

Has the student *ever* been expelled? Yes No If yes, how many times? _____

Is the student eligible for the free/reduced lunch program? Yes No

Does the student plan to earn a GED? Yes No
If yes, inform student, for Bright Futures eligibility, GED students must complete credit requirements before taking GED exam.

Has the student been informed of options for continuing his/her education? Yes No

Has the parent been notified of the student's intent to terminate school enrollment? Yes No
If yes, provide the date of parent notification. _____

The student has identified the following as actions that could be taken to keep them in school.

- A. Opportunities for real-world learning (internships, service learning)
- B. Better teachers
- C. Smaller Classes
- D. More individualized instruction
- E. Better communication with your teachers
- F. Better communication with your parents
- G. Increased Parental Involvement
- H. Less Freedom and more supervision from parents
- I. Less Freedom and more supervision from school officials

Other: _____

Has the student completed the student survey? Yes No

If no, how many attempts did the school make to obtain a completed survey from the student? _____

**The following section is included to encourage dropout retrieval efforts.
Three (3) month follow-up: (Please check all that apply.)**

Method of contact:

Letter (Level I) Phone call (Level II) Home visit (Level III)
 Contact Successful Contact Unsuccessful

Employment status:

Employed full-time Employed part-time Unemployed Unknown

Education status:

Working on GED Earned GED Enrolled in another school (private/vocational) Unknown

Other (Please explain) _____

Did the student return to school following this contact? Yes No

Final contact (prior to start of next school year):

Not applicable: Student returned to school _____ / _____ / _____

Method of contact:

Letter (Level I) Phone call (Level II) Home visit (Level III)
 Contact Successful Contact Unsuccessful

Employment status:

Employed full-time Employed part-time Unemployed Unknown

Education status:

Working on GED Earned GED Enrolled in another school (private/vocational) Unknown

Other (Please explain) _____

Did the student return to school following this contact? Yes No

School Violence: Suggested Prevention By District Safety Committee

School violence can be prevented. Research shows that prevention efforts – by teachers, administrators, parents, community members, and even students – can reduce violence and improve the overall school environment. No one factor in isolation causes school violence, so stopping school violence involves using multiple prevention strategies that address the many individual, relationship, community, and societal factors that influence the likelihood of violence. Prevention efforts should ultimately reduce risk factors and promote protective factors at these multiple levels of influence.

A. What Is a School Crime Watch?

Based on the Neighborhood Watch concept, a school crime watch helps youth watch out for each other to make the entire school area safer and more enjoyable. The school crime watch is a student-led effort that helps youth take a share of responsibility for their school community. Youth who participate in a school crime watch learn how to keep from becoming victims. They also learn the best ways to report suspicious activities or arguments between students before they turn into fights or other disturbances.

B. Planning a Successful Project

For more information on how to plan a successful project, see the National Youth Network's Planning a Successful Crime Prevention Project. This 28-page workbook explains the five steps of the Success Cycle:

- Assessing Your Community's Needs.
- Planning a Successful Project.
- Lining Up Resources.
- Acting on Your Plans.
- Nurturing, Monitoring, and Evaluating.

The workbook includes six worksheets for you to take notes on. You can get a copy of this planning workbook from the Juvenile Justice Clearinghouse, listed in the Resources section.

C. What Are Some Possible School Crime Watch Activities?

Student Patrol Program

A student patrol can be a powerful component of a school crime watch. These groups go beyond traffic safety patrol programs. They look for and report signs of crime and help keep crime off campuses. This moves the program from an informational and teaching posture to one of action. Patrol activities include monitoring halls and parking lots between classes and during lunch. This alone can reduce the number of crime related incidents. In schools with active patrols, crime has dropped 20 to 75 percent. Recognize, however, that if the patrol is not accepted by a majority of students, it can easily be seen as a group of "snitches."

Anonymous Reporting System

Another school crime watch activity is setting up an anonymous reporting system. A reporting system is critical to the success of a school crime watch program. Students should report crime or incidents because they are serious issues, not because they want to get someone they don't like into trouble. If an incident is not reported, it might escalate into a dangerous situation for the students involved. Reporting should be done on an anonymous basis, and all crime watch reports should be kept confidential. Such a reporting system can produce tips on areas to watch on the school grounds and reveal other issues of concern to students.

Crimestoppers International and Youth Crime Watch of America have worked with schools to implement these kinds of programs and can provide you with more specific information..

D. Other Activities for School Crime Watch

Student crime watch programs can perform a number of other activities to promote the overall health of the school. These include: Hosting drug- and alcohol-free parties.

- Sponsoring crime prevention fairs.
- Working with local elementary schools on child safety issues.
- Writing a column about crime prevention for your local or school newspaper.
- Presenting daily or weekly crime prevention tips over the PA system during morning announcements.
- Teaching drug prevention, personal safety, and conflict resolution to peers and younger students.
- Organizing school cleanups.

Resources –

For more information, contact one of the following organizations or visit the U.S. Department of Justice Kids Page Web site at www.usdoj.gov/kidspage. This site includes information for kids, youth, parents, and teachers.

Juvenile Justice Clearinghouse

P.O. Box 6000
Rockville, MD 20849–6000
800–638–8736
301–519–5212 (Fax)
Internet: www.ncjrs.org/ojjhome.htm

National Crime Prevention Council

1700 K Street NW., Second Floor
Washington, DC 20006–3817
202–466–6272
Internet: www.ncpc.org

Youth Crime Watch of America

9300 South Dadeland Boulevard, Suite 100
Miami, FL 33156
305–670–2409
305–670–3805 (Fax)
Internet: www.ycwa.org

National School Safety Center

4165 Thousand Oaks Boulevard
Westlake Village, CA 91362
805–373–9977
Internet: www.nsscl.org

Scholastic Crimestoppers International

Larry Wieda
4441 Prairie Trail Drive
Loveland, CO 80537
303–441–3327
303–441–4327 (Fax)
Internet: www.c-s-i.org



**Gadsden County School District
BULLYING AND HARASSMENT FINAL REPORT FORM**

School Personnel Completing Form: _____ Position: _____

Today's date: _____ / _____ / _____ School: _____
Month Day Year

Name of Person Who Reported the Incident (From Reporting Form): _____				
Date of Initial Report: _____		Telephone: _____		E-mail: _____
<input type="checkbox"/> Student	<input type="checkbox"/> Parent/guardian	<input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Written Report (form)	<input type="checkbox"/> Verbal Report	<input type="checkbox"/> Online Report	<input type="checkbox"/> Anonymous Report	

1. Name of alleged victim: _____ (Please print) Male/ Female: _____ Grade: _____ Age: _____
 Race: _____ Disabled Yes No
 Days absent as a result of the incident: _____

2. Name(s) of alleged offender(s) (If known): _____ Age _____ School _____ Is he/she a student? Days absent due to incident (Include OSS)
 Yes No _____
 Yes No _____
 Yes No _____
 (Please print)

INVESTIGATION

3. Parents/legal guardians of all involved were notified after the investigation was initiated. Date _____ Method _____

4. What actions were taken to investigate this incident? (choose all that apply)
- | | |
|---|---|
| <input type="checkbox"/> Interviewed alleged victim Date _____ | <input type="checkbox"/> Interviewed alleged victim's parent/guardian Date _____ |
| <input type="checkbox"/> Interviewed alleged offender(s) Date _____ | <input type="checkbox"/> Interviewed alleged offender's parent/guardian Date _____ |
| <input type="checkbox"/> Interviewed witnesses Date _____ | <input type="checkbox"/> Examined physical evidence |
| <input type="checkbox"/> Witness statements collected in writing | <input type="checkbox"/> Conducted student record review (for past incidents, etc.) |
| <input type="checkbox"/> Reviewed any medical information available | <input type="checkbox"/> Obtained copy of police report |
| <input type="checkbox"/> Interviewed teacher/relevant school staff Date _____ | <input type="checkbox"/> Other (specify) _____ |

5. Nature of Incident: Possible reasons/alleged motives for the bullying incident (choose all that apply – be specific)
- | | |
|--|---|
| <input type="checkbox"/> Because of race | <input type="checkbox"/> Because of physical appearance |
| <input type="checkbox"/> Because of national origin | <input type="checkbox"/> To impress others |
| <input type="checkbox"/> Because of marital status | <input type="checkbox"/> Just to be mean |
| <input type="checkbox"/> Because of gender | <input type="checkbox"/> Past conflicts |
| <input type="checkbox"/> Because of gender identity | <input type="checkbox"/> Retaliation |
| <input type="checkbox"/> Because of religion | <input type="checkbox"/> Because of another reason (specify): _____ |
| <input type="checkbox"/> Because of disability | <input type="checkbox"/> The reason is unknown |
| <input type="checkbox"/> Because of imbalance of power | |

6. Brief summary of incident: _____

7. Where has the alleged bullying/harassment occurred? _____

8. Was a clear threat involved? Yes No What was said _____

9. Frequency and History: Did the alleged bullying occur at regular times/occasions/places? How often? Have any incidents occurred in the past by the same person/people? Any past incidents from a different person/people?

10. Effects of the bullying or harassment incident:

- Disrupted school environment and the educational process
- Physical Harm. Any possible permanent effects? Yes No
- Emotional/psychological harm or discomfort
- Absenteeism
- Damage to reputation and/or relationships
- Other (specify) _____

11. What corrective actions were taken in this case?

Unsubstantiated	Substantiated – Level III
<input type="checkbox"/> Parent contact <input type="checkbox"/> Student conference <input type="checkbox"/> Student warning <input type="checkbox"/> Withdrawal of privileges <input type="checkbox"/> Detention – How many days _____ <input type="checkbox"/> In-school suspension – How many days _____ <input type="checkbox"/> Counseling: Details _____ <input type="checkbox"/> Other: _____	<input type="checkbox"/> Parent contact <input type="checkbox"/> Behavior/No Contact contract <input type="checkbox"/> Suspension from bus – How many days _____ <input type="checkbox"/> In-school suspension – How many days _____ <input type="checkbox"/> Out-of-school suspension - How many days _____ <input type="checkbox"/> Referral to law enforcement <input type="checkbox"/> Counseling: Details _____ <input type="checkbox"/> Other (specify) _____

12. What actions were taken in this case to protect the victim (choose all that apply in both cases of substantiated and unsubstantiated incidents)?

- Safety plan in place
- Monitoring situation
- Schedule change
- Transportation supervision
- Recommended staff the victim can go to if they feel unsafe
- No contact directive
- Additional bullying prevention education delivered
- Following-up meeting in place
- Counseling: Details _____
- Other: _____

13. Parents/legal guardians of all involved were notified that the investigation is complete.

Date _____ Method _____

14. Parents informed of the investigation outcome and the actions taken to protect the victim. Date _____

Informed: By Phone In Parent Conference By Letter

15. Additional pertinent information gained during investigation _____

(Attach a separate sheet if necessary)

16. Physical evidence collected _____

(Attach a separate sheet if necessary)

This allegation is: **Substantiated** **Unsubstantiated**

17. Entered into district discipline system: Yes No

Substantiated Unsubstantiated
 BUL – Bullying or HAR – Harassment UBL – Unsubstantiated Bullying or UHR – Unsubstantiated Harassment

If unsubstantiated as bullying and/or harassment, what was the infraction? (Examples: Disrespect, Misconduct, Altercation, Intimidation/Threats, Verbal Confrontation, Unauthorized Use of Technology, Other) _____

Investigator Signature: _____ **Date:** _____

****Attach copies of supporting documentation (Bullying/Harassment Report Form, Witness Statement Form, all interview notes, and any physical evidence for your records. Send a copy of this form to Student Services)****

Bullying or Harassment Reporting Form (Rev. 5/13)

This form should be used to report a possible incident of bullying as defined in the Gadsden County School District's Policy Prohibiting Bullying and Harassment.

Any student can report bullying or harassment by talking to an administrator or completing this form and returning it to an assistant principal or principal. This form can be placed in the school's designated drop off spot for anonymous reporting.

PLEASE PRINT

Your name (optional): _____

School: _____

Name(s) of student(s) accused of bullying and/or harassment: _____

Is this the first time you have been bullied or harassed? YES _____ NO _____

If NO, is the bullying by the same person(s) or a different person(s)? _____

Were any of these incidents previously reported? No _____ Yes _____ To whom _____

Where did the incidents happen (choose all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> On school property | <input type="checkbox"/> At a school-sponsored activity or event off of school property | <input type="checkbox"/> On the computer |
| <input type="checkbox"/> On a school bus | <input type="checkbox"/> On the way to/from school | <input type="checkbox"/> At the bus stop |
| | | <input type="checkbox"/> Other: _____ |

On what dates did the incidents happen? _____

Choose the statement(s) that best describes what happened (choose all that apply)

- | | | | | |
|---|---------------------------------------|--|---|--|
| <input type="checkbox"/> Teasing | <input type="checkbox"/> Threat | <input type="checkbox"/> Stalking | <input type="checkbox"/> Theft | <input type="checkbox"/> Cyberbullying |
| <input type="checkbox"/> Social exclusion | <input type="checkbox"/> Intimidation | <input type="checkbox"/> Physical violence | <input type="checkbox"/> Public humiliation | <input type="checkbox"/> Other _____ |

What did the alleged offender(s) say or do? _____

Were there any witnesses? Yes _____ No _____

Signature of student/employee completing this form (optional): _____ Date _____

Thank you. This report will be followed up in a prompt manner. By completing this form, you are verifying that your statements are true and exact to the best of your knowledge. If you fear a student is in IMMEDIATE danger, please contact a trusted adult right away!

For Office Use Only

Date Received: _____

#45158 SPC96 • 7/13

Bullying Witness Statement Form (Rev. 5/13)

This form must be completed when there is a witness to an incident of alleged bullying. One form must be completed for each witness. All witness statements that relate to one incident should be attached to the Bullying or Harassment Reporting Form.

DATE OF INTERVIEW: _____

WITNESS NAME	WITNESS TITLE (ex. Parent, Student, or Teacher)
VICTIM NAME	
ACCUSED NAME	
PRINCIPAL/SCHOOL	INCIDENT DATE

Describe the location where the incident took place: _____

Description of incident witnessed: _____

Did you take any action to intervene? _____ If so, what did you do? _____

Have you witnessed any other bullying/harassing behavior towards the victim before? _____
If yes, was it by the accused or someone different? _____

List any other witness names and grades: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature of witness

Date

Name of person interviewing witness

#45161 SPC96 • 7/13

Bullying Complaint Report Form

This report **MUST** be completed to file a complaint relating to an incident of alleged bullying (*for the purpose of this form, bullying encompasses bullying, harassment, and discrimination*) and turned in to the school Principal/ designee of the victim's home school or the appropriate area/district office.

PERSON FILING COMPLAINT (last, first, middle)	GENDER M F	GRADE
VICTIM'S NAME (last, first, middle)	GENDER M F	GRADE
ACCUSOR'S NAME (last, first, middle)	GENDER M F	GRADE
SCHOOL SITE (or site where incident occurred)	HOME SCHOOL/DEPT. OF VICTIM	
PRINCIPAL/ADMINISTRATOR	INCIDENT DATE / /	

Describe the location where the incident took place:

Describe the incident:

List all witness names and grades: List evidence of bullying (letters, photos, etc. – attach evidence if possible):

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature of complainant

Date

Name of person receiving Bullying Complaint Form

Date

Be sure to attach any supporting documentation/evidence/investigation.

Action	Agreed to Informal Resolution (Student-Student only)	Formal Resolution	Appeals: Referral to Area Superintendent and/or Appropriate Area/District Administrator
Date			
Outcome			
Signatures			

Thank you. This report will be followed up within 2 school/work days.

If you fear a student is in IMMEDIATE danger, please contact the police immediately!

CLASSROOM BEHAVIOR MANAGEMENT FORM FOR MINOR OFFENSES IN K-12 SCHOOLS

STUDENT _____ I.D. _____ DATE _____
 TEACHER _____ SUBJECT _____ PERIOD _____
 CIRCLE IF APPLICABLE TO STUDENT: ESE _____ ESOL _____

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ Favorable _____ Unfavorable _____ No reaction

 Teacher Signature

 Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____ (DATE) _____ (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ Favorable _____ Unfavorable _____ No reaction

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ Positive _____ Neutral _____ No reaction

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. [Send this form and the student to the office.]

 Date/Time Student Sent

 Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

Discipline Incident Form

Gadsden County Public Schools

School

Student #	Student name	Date	Time	Officer #	Reported by	Location
-----------	--------------	------	------	-----------	-------------	----------

Incident Codes:

- AR Arson
- AS Assault, Personnel/Student
- AU Alcohol, Using/ Possession
- BA Battery, Personnel/Student
- BE Breaking & Entering/Burglary
- BU Bullying, Cyber/Physical/Verbal
- DE Defiance/Disrespectful
- ID Disruptive, Classroom/Bus
- DC Disruption on Campus/Major
- DI Driving Infraction
- DU Drugs, Use/Sale/Possession
- ED Electronic Device, School/Bus
- EX Extortion
- FI Instigating a Fight
- FO Fighting

Please check the appropriate infraction and circle the action/category if needed

- FR Failure to Report as Assigned
- HA Harassment, Physical/Sexual/Verbal
- HP Horse-playing, Campus/Bus
- I1 Inappropriate, Behavior/Clothing/Gesture/Language
- I2 Indecent Exposure
- LS Leaving School Grounds/Activity/Class
- OD Defacing/Destroying Property, School/Student
- SX Sexual, Act/Activity/Battery
- SG Stolen Goods, Possession
- T1 Threat, Property/Student/Personnel
- TL Theft, Personnel/School/Student
- TO Tobacco, Using/Possession
- TP Trespassing on School Campus/Activity
- VA Vandalism
- WF Weapon, Possession/Use

Detailed Information:

A. More Serious B. Less Serious

Drugs: M- Marijuana N- Non Controlled Substance

Incident needs to be reported to Law Enforcement: yes or no

Weapon: Description _____

of weapons _____

Student in possession of weapon(s) Yes No

Student arrested: Yes No

Comments:

Parental Contact

Parent Notification: Personal Contact Phone Message Written Communication

Name of Parent/Guardian: _____ **Phone:** _____

Notes:

Administrative Use Only

Administrative Disposition:

- | | | |
|--|---|--|
| <input type="checkbox"/> BR Bus Suspension | <input type="checkbox"/> DJ Placed in Time-Out | <input type="checkbox"/> DS Saturday Detention |
| <input type="checkbox"/> BS Ban from School Activities | <input type="checkbox"/> DK Require Restitution | <input type="checkbox"/> EX Recommending Expulsion |
| <input type="checkbox"/> DA Changed Assignment | <input type="checkbox"/> DN Assigned Detention | <input type="checkbox"/> IS In-School Suspension |
| <input type="checkbox"/> DG Referred to Guidance | <input type="checkbox"/> DO Work Detail | <input type="checkbox"/> LP Alternative Placement |
| <input type="checkbox"/> DH Conference w/ Student | <input type="checkbox"/> DP Parent Conference | <input type="checkbox"/> OS Suspension from School |

Number of Days: _____

Beginning Date: _____

Return Date: _____

SWD Student: If the student has received more than ten days of suspension during the current school year a manifestation

meeting is required within 10 days.

____ Please check, if you sent notification to the Director of Exceptional Student Education. (All suspensions requires notification.)

Comment:

Action by: _____ Date: _____ Time: _____ Witness: _____

Principal / Asst principal / Dean: _____

INTERVENTIONS
(must provide written documentation)

3 unexcused (Teacher)

Date: _____

Summary of parent/child conference

5 unexcused (Guidance Counselor/Child Study Team)

Date: _____

8 unexcused (Administrator)

Date: _____

Summary: _____

8 unexcused-certified letter from school administrator (send copy of certified letter)

10 unexcused (send referral to Visiting Teacher)

Social Work Referral (state problem)

**GADSDEN COUNTY SCHOOL DISTRICT
LETTER OF ACKNOWLEDGMENT
and
NOTICE REGARDING CODE OF STUDENT CONDUCT
FOR SCHOOL YEAR 2020-2021**

In order to conserve resources, schools will not distribute paper copies of the *Code of Student Conduct* (Code) to every student. You can locate an electronic copy of the Code online at the District website at: www.gadsdenschools.org. **If you require a paper copy of the Code, please check the box where indicated below, sign and return this sheet, and one will be provided to your child.**

This Code has been adopted to help your son/daughter gain the greatest possible benefit from his/her education; therefore, please read and discuss the Code with your son/daughter. **To request a printed copy of the Code, please sign this sheet and return it to your child's teacher or guidance counselor.** I, as well as my child, acknowledge and will comply with the duties, responsibilities and requirements outlined in the Student Code of Conduct.

This form will be kept at the school. Training on the Code of Student Conduct will be provided to all students, teachers and administration during the first month of school.

FAILURE TO RETURN THIS REQUEST FORM WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE *CODE OF STUDENT CONDUCT* OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO GADSDEN COUNTY PUBLIC SCHOOL PROPERTY.

Please check only if you require a paper copy of the 2020-2021 *Code of Student Conduct*. **One (1) copy per household will be provided.**

Please provide a paper copy of the Code

Check here

_____ Name of your child's school

_____ Print Student Name

_____ Student Signature

_____ Date

_____ Print Parent/Guardian Name

_____ Parent/Guardian Signature

_____ Date

_____ School and Teacher Printed Name

_____ Teacher Signature

_____ Date

FOR DISTRICT USE ONLY

A copy of the Code of Conduct has been printed and returned to _____ on _____ . Please return this request and the paper copy of the Code to the parent/guardian of _____ .

_____ Signature of District Office Employee

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: August 25, 2020

TITLE OF AGENDA ITEM: Approval of School Board Policy 7.70

DIVISION: Administration

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

The purpose of this item is to request approval of School Board Policy 7.70

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent of Schools

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

GADSDEN COUNTY SCHOOL BOARD

REGULAR MEETING: August 25, 2020

Suggested script for adopting and/or amending Gadsden County School Board Policies.

<p>CHAIR</p>	<p>The next agenda item is Item Number ____ which includes consideration of, and action upon adopting and/or amending School Board Policy 7.70. Based upon professional judgment and past experience, modifications of this policy will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on August 25, 2020, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on adopting and/or amending a policy. This hearing is being electronically recorded. The hour is now ____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action. At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.</p>
<p>SUPERINTENDENT</p>	<p>Madam Chairwoman, each member of the Board has been furnished a copy of the proposed policy previously described by you. I recommend that the Board adopt and/or amend this School Board Policy.</p>
<p>CHAIR</p>	<p>If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time. (QUESTIONS, COMMENTS, ETC., IF ANY.)</p>

MEMBER	Madam Chairwoman, I move to adopt and/or amend this School Board Policy.
MEMBER	I second the motion.
CHAIR	There is a motion and a second to adopt and/or amend School Board Policy 7.70. Is there any further discussion? All in favor of the motion please say aye- All opposed... The policy has been amended and it is so ordered. The next item on the agenda is Item Number ____.

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA NOTICE OF INTENT TO ADOPT POLICIES DATE OF THIS NOTICE: June 23, 2020

The School Board of Gadsden County, Florida hereby gives notice of its intent to adopt/amend Gadsden County School Board Policies.

PURPOSE AND EFFECT: The purpose and effect of this policy amendment is to establish rules that govern processes while conducting business on behalf of the Board.

RULEMAKING AUTHORITY: Sub-section 1001.41(2), Florida Statutes LAWS IMPLEMENTED: 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31,

THE HERALD

PUBLISHED WEEKLY
HAVANA, GADSDEN COUNTY, FLORIDA

State of Florida
County of Gadsden

Before the undersigned personally appeared Mark Pettus, who on oath says that he is the publisher of The Herald, a weekly newspaper published at Havana, in Gadsden County, Florida; that the attached copy of advertisement, being a Legal in the matter of

Notice of Intent to Adopt Policies

In the _____ Court, was published in said newspaper in the issues of _____

July 9, 2020

Affiant further says that the said The Herald is a newspaper published at Havana, in said Gadsden County, Florida, and that the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each week and has been entered as second class matter at the post office in Havana, in said Gadsden County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporations any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

[Signature]

Sworn to and subscribed before me this 14

day of July, A.D. 2020

(SEAL) COLLEEN SPERRY
MY COMMISSION # GG233268
EXPIRES: June 28, 2022

Colleen Sperry
Notary Public

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to adopt/amend School Board Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M. ON: Tuesday, August 25, 2020

PLACE: Max D. Walker School Administration Building 35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/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.

NAME OF THE PERSON ORIGINATING THIS RULE: Roger P. Milton Superintendent of Schools

NAME OF THE PERSON WHO APPROVED THIS RULE: Roger P. Milton Superintendent of Schools

DATE OF SUCH APPROVAL: June 23, 2020

A COPY OF THE POLICIES PROPOSED FOR ADOPTION MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Roger P. Milton, Superintendent of Schools For Gadsden County, Florida, and Secretary and Chief Executive Officer of the School Board of Gadsden County, Florida 11: 7/9/20

CHAPTER 7.00 – BUSINESS SERVICES

PURCHASING AND BIDDING

7.70*

All purchases of supplies, materials, equipment and services made from district funds shall be the responsibility of the Superintendent or his designee as established by School Board rule. No person, unless authorized by the Superintendent or acting on the basis of School Board rules may make any purchase involving the use of district funds and no unauthorized expenditure will be approved by the School Board.

This policy shall generally apply to the District's purchase of products and services, except it shall not apply to:

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 7.71- Selecting Professional Services for Capital Outlay
- C. acquisition of auditing services
- D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants and other business or operational consultants,
- E. contracts which are exempted, in whole or in part, from this policy's requirements.

Definitions

- A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals and/or invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.
- B. "Invitation to bid" means a written solicitation for competitive sealed bids. The invitation to bid is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.
- C. "Invitation to negotiate" means a written solicitation for competitive sealed replies to

select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

- D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.
- E. "Request for proposals" means a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- F. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on items, commodities or services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.
- G. Purchase Thresholds are defined as follows:
 - (1) Micro-Purchase - Less than \$3,000
 - (2) Small Purchase - \$3,000 to \$25,000
 - (3) Sealed Bids/Competitive Proposals - \$25,000 or More

Standards and Specifications

Before making any purchase of commodities or contractual services the Superintendent shall, insofar as possible, propose standards and specifications. He or she shall ensure that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as necessary to receive maximum value of money expended.

Competitive Solicitation Requirements for Goods and Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than \$15,000.00.

The procurement of commodities or contractual services may not be divided so as to avoid purchase threshold requirements.

Award of a bid by the Board shall only represent an indication by the Board that a bid represents the best and lowest responsive bid from a responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid. Award of a bid shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

Most Favored Customer Status

The awarded bidder/contractor shall afford the School Board the most favored customer status for all items in the bid. Accordingly, if during the term of the contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under the contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded the opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, the Gadsden County School District reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

Exception to Competitive Bidding Requirements

- A. notwithstanding anything herein to the contrary, there shall be no requirement to solicit bids and any such requirement is expressly waived for the following:
- B. Purchases made at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the bidder awarded a contract by another entity will permit purchases by the Board at the same terms, conditions, and unit prices awarded in such contract, and such purchases are to the economic advantage of the Board.
- C. Purchases made from prices established by the Department of Management Services; Division of Purchasing through its State negotiated agreement price schedule.
- D. Pool purchases made as provided in F.S. 1006.27.
- E. Purchase by the Board of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire

professional consultant services without Board approval.

- F. The purchase by the Board of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.
- G. The requirements for requesting competitive solicitations for making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:
- (1) Competitive solicitations have been requested in the manner prescribed by this policy.
 - (2) The Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time. When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.
 - (3) If fewer than two (2) responsive proposals for commodity or contractual services are received, the Board may negotiate on the best terms and conditions or decide to reject all proposals. The Board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.
- H. Acquisition of information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(15), may be by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.
- ~~I. Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services.~~
- J. Purchases of food products, required by the Board's food service program and other ancillary food operations, which are exempt pursuant to F.A.C. 6A-7-0411(2)(i)(2).

- K. Emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.
- L. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in F.S. 120.57(3), and may negotiate on the best terms and conditions with the single source vendor.
- M. Direct purchases of construction project material by the District, on behalf of the awarded construction contractor/manager, directly from vendors to take advantage of the District's "sales tax" exempt status.
- N. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.
- O. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

Contract Approval

Contracts shall be approved and executed as follows:

The Superintendent/designee is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than \$15,000.00 so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts purchase orders to the same provider that are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of goods or contractual services so as to avoid the monetary cap imposed by this policy. Designations of contracting authority by the Superintendent shall be in writing and shall specify the maximum obligation permitted up to \$15,000.00.

Emergency Purchases

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than \$15,000.00, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount greater than \$15,000.00 when the Superintendent determines in writing that there exists an **"exigency"** where there is a need to avoid, prevent or alleviate serious harm or injury, financial or otherwise to the district and the use of competitive procurement proposals would prevent the urgent action required to address the situation. Additionally, if an **"emergency"** exists where there is a threat to life, public health, safety or improved property that requires immediate action to alleviate the threat, the Superintendent is authorized as indicated above.

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving expenditure of public funds in an amount greater than \$15,000.00.

Purchase Order Approval

The Superintendent is authorized to issue purchase orders in accordance with this rule without further action of the Board so long as the obligation created is consistent with establish thresholds and does not exceed the applicable appropriation within the District budget. The Superintendent shall inform the Board of the approval of all purchase orders greater than \$10,000, as soon as reasonably possible by a written report issued to the Board at a public meeting. This paragraph shall not be construed to require Board approval of purchase orders.

The School Board establishes the following requirements for purchases in accordance with 60A-1.002 F.A.C.

- A. No written or telephone quotes are required for purchases under \$3,000.

- B. Telephone quotes are required for purchases between \$3,000 and \$9,999.99.
- C. Written quotes are required for purchases between \$10,000 and \$24,999.99.
- D. Sealed Bids/Competitive Proposals are required for purchases of \$25,000 or more.

Contracts

The approval of a contract in accordance with this policy authorizes the Superintendent to approve and issue any purchase order required to fulfill the District’s obligation under the approved contract without further action of the Board. Further, the Board authorizes payment of an invoice received, pursuant to an approved purchase order, in the amount not to exceed an additional fifteen percent (15%) of the approved purchase order. The Superintendent shall inform the Board of the approval of all purchase orders greater than \$7,500.00, as soon as reasonably possible by a written report issued to the Board at a public meeting. This section shall not be construed to require Board approval of purchase orders.

Debarment

The Superintendent or Director of Purchasing shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

The superintendent shall develop procedures for the implementation of this policy.

STATUTORY AUTHORITY

7.11(5) (a), 1001.42, FS

LAWS IMPLEMENTED

**112.312, 120.57, 212.081, 55.04,
1001.43, 1010.01, 1010.07(2), 1010.48, 1013.47, FS
F.A.C. 6A-1.012, 60A-1.002(3)**

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This policy shall generally apply to the District's purchase of products and services, except it shall not apply to:

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 7.71 - Selecting Professional Services for Capital Outlay
- C. acquisition of auditing services
- D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants and other business or operational consultants,
- E. contracts which are exempted, in whole or in part, from this policy's requirements.

Definitions

- A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals and/or invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.
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The awarded bidder/contractor shall afford the School Board the most favored customer status for all items in the bid. Accordingly, if during the term of the contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under the contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded the opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, the Gadsden County School District reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

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- A. notwithstanding anything herein to the contrary, there shall be no requirement to solicit bids and any such requirement is expressly waived for the following:
- B. Purchases made at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the bidder awarded a contract by another entity will permit purchases by the Board at the same terms, conditions, and unit prices awarded in such contract, and such purchases are to the economic advantage of the Board.
- C. Purchases made from prices established by the Department of Management Services; Division of Purchasing through its State negotiated agreement price schedule.
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professional consultant services without Board approval.

- F. The purchase by the Board of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.
- G. The requirements for requesting competitive solicitations for making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:
 - (1) Competitive solicitations have been requested in the manner prescribed by this policy.
 - (2) The Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time. When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.
 - (3) If fewer than two (2) responsive proposals for commodity or contractual services are received, the Board may negotiate on the best terms and conditions or decide to reject all proposals. The Board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.
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- I. Purchases of food products, required by the Board's food service program and other ancillary food operations, which are exempt pursuant to F.A.C. 6A-7-0411(2)(i)(2).
- J. Emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the

Superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

- K. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in F.S. 120.57(3), and may negotiate on the best terms and conditions with the single source vendor.
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policies, and law. For purposes of this policy, any group of contracts purchase orders to the same provider that are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of goods or contractual services so as to avoid the monetary cap imposed by this policy. Designations of contracting authority by the Superintendent shall be in writing and shall specify the maximum obligation permitted up to \$15,000.00.

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STATUTORY AUTHORITY

7.11(5) (a), 1001.42, FS

LAWS IMPLEMENTED

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F.A.C. 6A-1.012, 60A-1.002(3)**