

AGENDA

REGULAR SCHOOL BOARD MEETING

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

August 25, 2026

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. June 23, 2026, 6:00 p.m. – Regular School Board Meeting
 - b. June 30, 2026, 10:00 a.m. – School Board Workshop
 - c. July 21, 2026, 4:30 p.m. – School Board Financial Workshop
 - d. July 21, 2026, 5:15 p.m. – Special School Board Meeting
 - e. July 21, 2026, 6:00 p.m. – Regular School Board Meeting
 - f. July 27, 2026, 5:01 p.m. – Tentative Budget Hearing

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2025 – 2026 – **SEE PAGE #5**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2026 – 2027 - **SEE PAGE #7**

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENTS/CONTRACT/PROJECT APPLICATIONS

- a. T.G. Lee Milk Contract – **SEE PAGE #9**

Fund Source: Food Service Funding

Amount: Approximately \$200,000

ACTION REQUESTED: The Superintendent recommends approval.

- b. Ben E. Keith Food Service Contract – **SEE PAGE #12**
Fund Source: Food Service Funding
Amount: Approximately \$144,000
ACTION REQUESTED: The Superintendent recommends approval.
- c. Fiscal Services Agreement – Kathy Sneads – **SEE PAGE #15**
Fund Source: General Fund
Amount: Not to Exceed \$70,000
ACTION REQUESTED: The Superintendent recommends approval.
- d. Contracted Services with the Gadsden County School Board and FSU Multidisciplinary Evaluation and Consulting Center – **SEE PAGE #21**
Fund Source: None
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- e. Cooperative Agreement Between Gadsden County School Board and Panhandle Therapy Center
SEE PAGE #28
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- f. Memorandum of Understanding Between the School Board of Gadsden County and The Pregnancy Center of Gadsden County, LLC – **SEE PAGE #72**
Fund Source: None
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- g. Agreement Between the Gadsden County School Board and The Stepping Stones Group
SEE PAGE #79
Fund Source: FEFP Dollars
Amount: \$65.00 per hour
ACTION REQUESTED: The Superintendent recommends approval.
- h. Contractual Agreement Between the School Board of Gadsden County and Kendall’s Voice Therapy Services, PLLC – **SEE PAGE #92**
Fund Source: FEFP Dollars
Amount: \$65.00 per hour (for actual hours worked) Speech Language Pathologist
\$40.00 per hour (for actual hours worked) Speech Language Pathologist Assistant
ACTION REQUESTED: The Superintendent recommends approval.
- i. Contractual Agreement Between the School Board of Gadsden County Speech and Dysphagia Consulting Group, LLC – **SEE PAGE #104**
Fund Source: FEFP Dollars
Amount: \$65.00 per hour (for actual hours worked) Speech Language Pathologist
\$40.00 per hour (for actual hours worked) Speech Language Pathologist Assistant
ACTION REQUESTED: The Superintendent recommends approval.

- j. Gadsden Mental Health Application: Mental Health Assistance Allocation Plan – **SEE PAGE #122**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- k. Instructional Empowerment – **SEE PAGE #141**

Fund Source: Title II Grant (Pending Grant Allocation)

Amount: \$25,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- l. 2026 – 2027 Title I Parent And Family Engagement Plan (PFEP) – **SEE PAGE #145**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- m. Head Start 2026 – 2027 Non-Competing Refunding Application - **SEE PAGE #156**

Fund Source: Head Start Grant

Amount: \$2,691,636.00

ACTION REQUESTED: The Superintendent recommends approval.

- n. Master Contract for District Participation in PAEC 2026 – 2027 – **SEE PAGE #186**

Fund Source: General Fund

Amount: \$133,374.06

ACTION REQUESTED: The Superintendent recommends approval.

8. EDUCATIONAL ISSUES

- a. 2026-2027 SY Uniform Assessment Schedule – **SEE PAGE #209**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

9. AGREEMENT/CONTRACT GCCTA TEACHER SALARY RATIFICATION

- a. Approval of the Ratification of Teacher Salary Increase (TSIA) and Other Instructional Personnel Salary Increase Allocation (CTOIPS) for GCCTA – **SEE PAGE #222**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATION ISSUES

- a. Student Code of Conduct Updates and Changes – **SEE PAGE #226**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

11. CITIZEN COMMENTS AND CONCERNS

12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

13. SCHOOL BOARD REQUESTS AND CONCERNS

14. ADJOURNMENT



THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351

Main: (850) 627-9651 or Fax: (850) 627-2760

www.GadsdenSchools.org

August 25, 2026

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 2025-2026

Item 6B Instructional and Non-Instructional Personnel 2026-2027

The following reflects the total number of full-time employees in this school district for the 2026-2027 school term, as of August 25, 2026.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees August 2026</u>
Classroom Teachers and Other Certified	120 & 130	239.00
Administrators	110	53.00
Non-Instructional	150, 160, & 170	<u>322.00</u>
		614.00
Part Time Instructional		2.00
Part Time Non-Instructional		<u>3.00</u>
Total		5.00
100% Grant Funded		149.00
Split Grant Funded		<u>22.00</u>
Total Grant Funded of 614 Employees		171.00

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

Cathy S. Johnson
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

Stacey Hannigon
DISTRICT NO. 5
Quincy, FL 32351
Midway, FL 32343

AGENDA ITEM 6A INSTRUCTIONAL AND NON-INSTRUCTIONAL 2025/2026**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:**LEAVE**

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>End Date</u>
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RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Davis, Javad	GBES	Teacher	06/30/2026
Flores, Jefferson	Tallavana	Educational Paraprofessional	06/30/2026
McFadden, Timothy	HMS	Teacher	05/29/2026
Poole, Amber	GWM	Lib/Media Specialist	07/09/2026

TRANSFERS

<u>Name</u>	<u>Location/Position</u> <u>Transferring From</u>	<u>Location/Position</u> <u>Transferring To</u>	<u>Effective Date</u>
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DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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TERMINATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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AGENDA ITEM 6B INSTRUCTIONAL AND NON-INSTRUCTIONAL 2026/2027**NON-INSTRUCTIONAL- ANNUAL (NA)****Self-Help Assistant**

Smith, Brenda

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Alexander, Maresha	GCHS	School Counselor	08/04/2026
Anderson, Tajae	GCHS	Teacher	08/10/2026
Bailey, Keisha Ann Marie	WGMS	Teacher	08/03/2026
Brown Reid, Keneisha	WGMS	Teacher	08/03/2026
Channapragada, Srilatha	GCHS	Teacher	08/03/2026
Cheese, Kaylacia	WGMS	Teacher	08/03/2026
Cobbs, Michael	GCHS	Teacher	08/05/2026
Davis, Annamaria	GBES	Lib/Media Specialist	08/06/2026
Davis-Sweet, Eva	SSES	Teacher	08/03/2026
Denson, Ja'Maya	GCHS	School Counselor	08/10/2026
Ellis, Derrick	GCHS	Teacher	08/06/2026
Golden, Ja'Naysia	GCHS	Teacher	08/03/2026
Gray, Valeria	GCHS	Teacher	08/04/2026
Kyeiwaa, Lydia	GWM	Teacher	08/03/2026
Luster, Myles	WGMS	Teacher	08/03/2026
Spencer, Romaine	SSES	Teacher	08/03/2026
Watson, Tanija	GCHS	Teacher	08/06/2026
West, Pauline	SSES	Teacher	08/06/2026
Wright, Shauna Gaye	GCHS	Teacher	08/03/2026
York, Terri	GBES	Teacher	08/03/2026

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Beamon, Johnnie	GCHS	Attendance Assistant	08/03/2026
Faxon-Burnett, Beverly	GCHS	Assistant Principal	08/03/2026
Frost, Diane	GCHS	Educational Paraprofessional	08/03/2026
Johnson, Irish	SSES	School Food Service Worker	08/07/2026
Lawrence, Lillie	SSES	Educational Paraprofessional	08/03/2026
Lee, Katherine	SSES	Custodial Assistant	08/03/2026
Walker, Kyshada	SSES	Educational Paraprofessional	08/03/2026
Williams, Aaliyah	District/Safety and Security/GBES	School Safety Guardian	08/06/2026
Wood, Charita	HMS	Custodial Assistant	08/06/2026

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

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>End Date</u>
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RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Amos, Christian	GCHS	Teacher	07/15/2026
Bailey, Deborah	HMS	Teacher	07/17/2026
Canidate, Tyeise	WGMS	Teacher	07/29/2026
Denson, Ja'Maya*	Head Start/PreK	PreK Program Assistant	08/07/2026
Faxon-Burnett, Beverly*	GCHS	Teacher	07/30/2026
Fitzgerald, Tamra	WGMS	Teacher	07/31/2026
Golden, Ja'Nayasia*	GCHS	Secretary	07/31/2026
James, Pearlean	HMS	Teacher	07/31/2026
Jimenez, Adriana	GBES	Secretary	08/06/2026
Jimenez, Lilian*	WGMS	Secretary	07/31/2026
Jones, Nickitra	District	Coordinator	08/03/2026
Lindsey, Jada	WGMS	Teacher	07/17/2026
Pegollo, Lady Emmanuelle	SSES	Educational Paraprofessional	07/20/2026
Pegollo, Michael	GWM	Teacher	07/20/2026
Shaw, Ahmiyah	HMS	Secretary	07/30/2026
Sketoe, Madison	District/ESE	School Social Worker	07/23/2026
Robinson, Dominga	HMS	Teacher	08/03/2026

Scott, Ayonna	GCHS	Educational Paraprofessional	08/03/2026
Thomas, Dedra	GBES	Custodial Assistant	07/16/2026
Vernon, James	GCHS	Assistant Principal	07/30/2026
Walters, Shenaka	GCHS	Teacher	07/29/2026

*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>
Amoako, Richard	WGMS/Teacher	GWM/Teacher	08/03/2026
Centeno, Eduardo	District/Safety and Security/JASMS	District/Safety and Security/WGMS	08/06/2026
Dennard, Deshanda	HMS/SFS Worker	GCHS/SFS Worker	08/07/2026
Harris, Gekettia	District/FACE/Secretary	GBES/Secretary	08/10/2026
Martin Dorairaj, Shirley	HMS/Teacher	SSES/Teacher	08/03/2026
Robinson, Dominga	JASMS/Teacher	HMS/Teacher	08/03/2026
Zackery, Faye	District/Fin & Safe Schools/ Secretary	District/FACE/Secretary	08/10/2026

DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Alexander, Estelle	SSES	Custodial Assistant	07/13/2026

RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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TERMINATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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OUT OF FIELD

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u># of Periods</u>
Alexander, Maresha	GCHS	School Counselor	All Periods
Anderson, Tajae	GCHS	Educational Media	All Periods
Davis, Annmaria	GBES	Educational Media	All Periods
Denson, Ja'Maya	GCHS	School Counselor	All Periods
Gray, Valeria	GCHS	Exceptional Student Education	All Periods
Kyeiwaa, Lydia	GWM	Elementary Education	All Periods
Watson, Tanija	GCHS	Physical Education	All Periods
West, Pauline	SSES	Educational Media	All Periods
York, Terri	GBES	PreK/Primary Education	All Periods

SUBSTITUTES

<u>TEACHER</u>	<u>Custodian</u>
Alexander, Kieara	Bunion, Lefarrio
Banks, Willie	
Carter, Joycelyn	
Dowdell, Shannon	
Johnson, Nijah	
Johnson, Whitney	
Knight, Anthony	
Mitchell, Darrick	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO: 7a_____

DATE OF SCHOOL BOARD MEETING: 8/25/2026

TITLE OF AGENDA ITEM: T.G. Lee Milk Contract

DIVISION: Business & Finance

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

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

Request Board approval to continue to piggyback off the HPS Milk, Dairy & Juice Contract #580 for school year 2026-27 with T.G. Lee. The original agreement was established in 2024 with an option to renew it for up to four additional years. This agreement is in its second-year extension (third term) and can be renewed by HPS through June 30, 2029.

The District spent \$205,556.12 with T.G. Lee in FY 2025-26 and spent \$241,325.26 in FY 2024-25. HPS annual dues of \$2,183.39 saved the District \$35,769.14. HPS is a purchasing cooperative that serves various entities in four core groups: medical, senior living, education, and associates. Dues are previous 12 months of activity times the multiplier with a minimum dues of \$760 and a maximum of \$3,440.

FUND SOURCE: Food Service Funding

AMOUNT: Approximately \$200,000

PREPARED BY: Marleni Bruner 

POSITION: Director of Finance

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 _____



1775 N. Highway
PO Box 847
Mundwille, MI 42114-0847
800 818 4578
hpsgo.com

To: HPS Members utilizing the HPS School Food Purchasing Program

From: HPS Florida - Georgia School Food Purchasing Advisory Committee

Date: June 24, 2026

**Re: HPS Florida School Food Purchasing Program – Second year extension (Third Term)
SY2026-2027– Contract #427**

On behalf of the HPS member school systems and other related entities, the HPS Florida - Georgia School Food Purchasing Advisory Committee sent out a Request for Proposal in 2024 for the HPS Florida School Food Purchasing Program to find a source that would provide the best overall value to HPS Members. The period this RFP covered was July 1, 2024, through June 30, 2025, with an option to renew for up to four additional terms of one year each - July 1, 2025, through June 30, 2026, July 1, 2026, through June 30, 2027, July 1, 2027, through June 30, 2028 and July 1, 2028, through June 30, 2029.

This memo is to inform you that the HPS Florida - Georgia School Food Purchasing Advisory Committee has exercised its option to renew for the contract year July 1, 2026 through June 30, 2027, with Gordon Food Service.

The HPS Committee has evaluated the Consumer Price Index (CPI) from the previous 12-month period. The change reflects an inflation rate of 3.231%. Per the contract terms, the awarded distributor cannot exceed that increase for this pricing period.

Based upon the HPS contract usage for July 1, 2025 through April 30, 2026, the overall weighted average increase for Florida Tier 1 members is projected to be approximately **0.970%**, Tier 2 is **0.854%**, Tier 3 is **1.964 %**, and Tier 4 is **0.758%**.

The HPS Florida - Georgia School Food Purchasing Advisory Committee has accepted the price changes to HPS contract #427, effective July 1, 2026, through December 31, 2026.

If you have any questions regarding this information, please contact the HPS contracts department, 800-632-4572.

Thank you for your continued support of the HPS School Food Purchasing Program.



315 N. Bumby Ave.
Orlando, FL 32803
407-694-4941

June 29, 2026

Ms. Lisa Chavers
Gadsden County School District
35 Martin Luther King Blvd
Quincy, FL 32351

Dear Ms. Chavers,

Please accept this letter as our agreement to sell milk, dairy & or juice products to the Gadsden County School District based off the HPS Milk, Dairy & Juice Contract #580 for the 2026-27 school year. This agreement is permissible under the State Board of Education Rules.

We sincerely appreciate the business and look forward to continuing to work with you in the future.

Kindest Regards,

Chris Seiler
General Manager
T. G. Lee Dairy
CC: David Flagg

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO: 7b

DATE OF SCHOOL BOARD MEETING: 8/25/2026

TITLE OF AGENDA ITEM: Ben E. Keith Food Service Contract

DIVISION: Business & Finance

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

Request Board approval to piggyback off the Leon County Schools Fresh Produce Delivery ITB 1013-2026 Award for school year 2026-27 with Ben E. Keith Food Service to provide fruits and vegetable for the Fresh Fruits and Vegetable program.

The District spends about \$24,000 per month on items that qualify for the Fresh Fruits and Vegetable program.

FUND SOURCE: Food Service Funding

AMOUNT: Approximately \$144,000

PREPARED BY: Marleni Bruner 

POSITION: Director of Finance

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



July 16, 2026

Lisa Chavers
Foodservice
The School Board of Gadsden County
Quincy, FL

To: Lisa Chavers

Re: Piggyback Bid 2026 2027 School-year

Ms. Chavers,

This letter is in reference to the providing of Fresh Produce to Gadsden County Schools through the piggybacking on the current on-going bid of Leon County Schools. Ben E. Keith Company is pleased to allow and gives Gadsden County Schools permission to piggyback on Leon County Schools Fresh Produce Delivery ITB 1013-2026 Award.

If your office is in agreement to piggyback on Leon County Schools contract, please confirm by completing and returning the form below. If you have any questions or concerns, please do not hesitate to contact me.

With Sincere Thanks,

Janice Barnard
Director of Non-Commercial Business Development

Gadsden County School Board agrees to piggyback on the bid of Leon County for the 2026-2027 School-year.

Authorized Signature _____

Printed Name and Title _____

Telephone Number _____ Fax Number _____

Date _____ E-Mail Address _____



SUPERINTENDENT ROCKY HANNA

BOARD
CHAIR
Laurie Lawson
Cox

BOARD
MEMBERS
Darryl Jones
Alva Swafford
Smith

Lisa Chavers
Food Service
The School Board of Gadsden County
Quincy, FL

Dear Mrs. Chavers,

This letter grants approval to the School Board of Gadsden County to piggyback off the Leon County Schools contract with Ben E. Keith Foods for the purchase and distribution of fresh produce for school cafeterias for the 2026-2027 school year.

Please let us know if you need additional information.

Thank you,

Christie Meresse
Director, Dining Services
Leon County Schools
Tallahassee, FL 32304

2757 W. Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7100 • Fax (850) 414-5194 • www.leonschools.net
"No person shall on the basis of sex, gender identity, marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

"EXCELLENCE BEGINS IN LEON COUNTY SCHOOLS"

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO: 7c

DATE OF SCHOOL BOARD MEETING: 8/25/2026

TITLE OF AGENDA ITEM: Fiscal Services Agreement - Kathy Sneads

DIVISION: Business & Finance

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

PURPOSE AND SUMMARY OF ITEM:

This agreement is for a financial services consultant to provided the following:

1. Assistance with the preparation of annual financial statements.
2. Assistance with audit findings, responses to audit findings, and appropriate resolutions to audit findings.
3. Assistance with balancing financial records.
4. Training and assistance with Skyward data input.
5. Training and assistance with the development of indirect cost plans.
6. Training and assistance with Federal projects fiscal monitoring and closeout.
7. Training and assistance with the completion of bank and other account reconciliations.
8. Training and assistance with the completion and reporting of 1099 forms.
9. Assistance with the development of policies and procedures related to provided services.

The agreement will run September 1, 2026, through June 30, 2027.

FUND SOURCE: General Funds

AMOUNT: Not to exceed \$70,000

PREPARED BY: Marleni Bruner 

POSITION: Director of Finance

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

**FISCAL SERVICES AGREEMENT BETWEEN KATHY SNEADS FINANCIAL
CONSULTING SERVICES and SCHOOL DISTRICT OF GADSDEN COUNTY, FL**

THIS **Agreement for Services** ("Agreement") is made and entered into by and between **Kathy Sneads Financial Consulting Services** ("Contractor"), a financial consulting service having principal office in Sneads, Florida, and the **School Board of Gadsden County, FL** ("GCSB"), having principal offices in Quincy, Florida.

WHEREAS, GCSB desires to enter into an Agreement with the Contractor for the provision of specific financial and accounting services;

WHEREAS, Contractor has decided to enter into this Contract in accordance with the terms and conditions as provided herein; and

NOW, THEREFORE, in consideration of the mutual representations and covenants contained herein, the parties agree as follows:

1. RECITALS

The recitals are true and correct and are incorporated herein by reference.

2. SCOPE OF WORK

- A. Contractor will provide consulting and accounting services to GCSB at its principal place of business located in Quincy, FL with travel costs considered in the hourly rate.
- B. Services will be identified and agreed upon by GCSB and Contractor on a case-by-case basis for each engagement or project prior to the services being performed.
- C. Assignments shall be directed by the Director of Finance, or their designee as arranged with the Contractor prior to the commencement of work.
- D. Services may include but are not limited to the following:
 - 1) Assistance with the preparation of annual financial statements.
 - 2) Assistance with audit findings, responses to audit findings, and appropriate resolutions to audit findings.
 - 3) Assistance with balancing financial records.
 - 4) Training and assistance with Skyward data input.
 - 5) Training and assistance with the development of indirect cost plans.
 - 6) Training and assistance with Federal projects fiscal monitoring and closeout.
 - 7) Training and assistance with the completion of bank and other account reconciliations.
 - 8) Training and assistance with the completion and reporting of 1099 forms.
 - 9) Assistance with the development of policies and procedures related to provided services.
- E. Each engagement or project shall include an estimated range of hours necessary to perform the engagement, not to exceed the maximum hours of this agreement. Should there be an unusual circumstance that would require an expanded scope of work of the

engagement or project; Contractor will discuss this and reach agreement with GCSB Management before doing the additional work.

3. SCOPE LIMITATION

Unless otherwise agreed to in a separate engagement, Contractor will not audit or review the financial information and will not issue any form of assurance on it.

These engagements and projects cannot be expected to disclose misstatements that may exist, including those caused by fraud or error, or to identify or disclose any wrongdoing with the entity or noncompliance with laws and regulations; however, Contractor will inform GCSB of any material errors and/or irregularities, material fraud or illegal acts that come to Contractor's attention unless they are clearly inconsequential.

In addition, Contractor has no responsibility to identify and communicate significant deficiencies or material weaknesses in internal control as part of these engagements.

4. PAYMENT

The Contractor will be paid at the rate of **\$125.00/hour not to exceed \$70,000.00**. The Contractor will submit monthly invoices detailing the hours and services provided. Invoices should be submitted by Mondays at 12:00 PM Eastern to be processed timely.

Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2026-2027 academic year.

5. INDEMNITY

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party.

Notwithstanding anything else herein to the contrary, GCSB does not waive the protections of sovereign immunity and/or Section 768.28, Florida Statutes and obligation to indemnify shall not be construed to exceed the waiver of sovereign immunity contained in Section 768.28, Florida Statutes.

6. STANDARD TERMS AND CONDITIONS

A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

B. Travel expenses will not be included as part of this agreement.

- C. GCSB may unilaterally cancel this Agreement if Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to chapter 119, F.S., and are not exempt from public inspection by section 119.071, F.S., or by other provisions of general or special law.

7. TERM AND TERMINATION

Term. The initial term of this Agreement shall be September 1, 2026 through June 30, 2027.

Termination. Either party may terminate this agreement upon written notice to the other party, thirty (30) days in advance of the termination date. Upon termination, all records in possession of Contractor must be returned to GCSB. Contractor may retain copies.

Termination For Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

Immediate Termination By GCSB. GCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
- ii. conduct by Contractor or any of Contractor's staff which affects the quality of services provided to GCSB or the performance of duties required hereunder, and which would, in GCSB's sole judgment, be prejudicial to the best interests and welfare of GCSB or its students;
- iii. breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

8. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

9. MISCELLANEOUS

Notice and Service. All notices or requests, including communications and statements that are required or permitted under the terms of this Agreement, shall be in writing and shall be sent by recognized commercial overnight courier, or mailed by United States registered or certified mail or facsimile. Notices shall be effective upon receipt.

Notices shall be sent to the parties at the following addresses:

For School Board of Gadsden County, FL:

Elijah Key, Superintendent of Schools

District of Gadsden County, FL
35 Martin Luther King Jr. Blvd
Quincy, FL 32351
Email: keye@gcpsmail.com
Phone: (850) 627-9651

For Contractor:

Kathy Sneads

Consulting Services
2384 Curlee
Sneads, FL 32460
Email: sneadsk@earthlink.net
Phone: (850) 209-7698

Captions. All indices, titles, subject headings, section titles, and similar items contained in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning, content, or scope of this Agreement.

Non-Appropriation Clause. GCSB's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Contractor prior to the termination notice.

Binding Agreement; Assignments. Neither party shall assign this Agreement or any of the rights hereunder, or assign or delegate any of the obligations hereunder, without the prior written consent of the other.

No Exclusive Remedy. Except as set forth herein, all remedies, rights, and obligations contained in this Agreement shall be cumulative, and none of them shall limit or preclude any remedy or right available under this Agreement or at law or in equity.

Severability. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and

all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

Miscellaneous. GCSB and Contractor waive the application of the principle of contract construction, under which ambiguities are construed against a contract's drafter, and agree that this Agreement is their joint product.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the day and year below stated.

**School Board of Gadsden County,
FL**

Kathy Sneads Financial Consulting

By: _____
Authorizing Signature

By: _____
Authorizing Signature

Name: Elijah Key, Jr.
Authorizing Agent

Name: Kathy Sneads
Authorizing Agent

Title: Superintendent of Schools

Title: Financial Consultant

Date: _____

Date: _____

By: _____
Authorizing Signature

Name: Leroy McMillan
Authorizing Agent

Title: School Board Chair

Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: Contracted Services with the Gadsden County School Board and FSU Multidisciplinary Evaluation and Consulting Center

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 Cooperative Service Agreement between Florida State University's FDLRS Multidisciplinary Evaluation and Consulting Center and the Gadsden County School District establishes a collaborative partnership to provide diagnostic, evaluation, consultation, intervention services for preschool through grade 12 students who may require additional support beyond the District's existing evaluation procedures and resources.

The District will identify and refer eligible students, while the University will provide services based on individual needs, available resources, required documentation, and applicable timelines. Services will supplement, not supplant, the District's existing services in accordance with Florida Statute 1006.03.

FUND SOURCE: None

AMOUNT:

PREPARED BY: Kesandra Brown



POSITION: Director of Exceptional Student Education and Student Services



INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5,6

CHAIRMAN'S SIGNATURE: page(s) numbered 6

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be uplicated on light blue paper.

REVIEWED BY: _____

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Chairman of the Gadsden County School District Board

Name: Leroy McMillan

Title: Chairperson

Signature: _____

Date: _____

Superintendent of the Gadsden County School District

Name: Elijah Key, Jr.

Title: Superintendent

Signature: _____

Date: _____

FSU Multidisciplinary Evaluation & Consulting Center

Name: Shannon Bennett

Title: Director

Signature: _____

Date: _____



2139 Maryland Circle, Suite 1200 • Tallahassee, Florida 32303-1001
850-644-2222 • 850-644-6591 (fax)
<http://mdc.fsu.edu>

COOPERATIVE SERVICE AGREEMENT BETWEEN THE FLORIDA STATE UNIVERSITY AND GADSDEN COUNTY SCHOOL DISTRICT

This Cooperative Service Agreement is created to assist in the provision of services for exceptional children, using to the maximum but not supplanting the existing facilities and services of each district as outlined in Florida statute 1006.03.

This Cooperative Service Agreement (the "Agreement") between Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University's FDLRS Multidisciplinary Evaluation and Consulting Center (the "University") and the Gadsden County School District (the "District") sets forth services to be provided to the District and the responsibilities of the University and the District for the purposes of the Agreement.

Accordingly, the parties agree as follows:

The Agreement shall begin on July 1, 2026, or upon execution, whichever comes latest, and shall terminate on June 30, 2027.

The District is able to send referrals to be devoted to diagnostic and consultation services including assessment and intervention. Given the diverse nature of referrals from school districts, each case will be reviewed on an individual basis with the district representative. Completion of services is subject to available resources, university deadlines, and receipt of required documentation.

The District will identify children to be referred to the University. Referrals should be for children served by the District from pre-school through grade 12. These children may be Exceptional Student Education students whom the District identifies as not adequately evaluated through District evaluation procedures or students in regular classrooms who are experiencing severe learning and/or behavioral problems. The University referral forms must be used and authorized district signature must be completed.

The University will be under the direction of Shannon Bennett, Ph.D. and she will have responsibility for planning and implementation of the program with the University professional staff.

1. The University agrees to provide professional services in the following areas:

- The University agrees to maintain a diagnostic clinic to provide evaluation services to identified children experiencing complex learning and/or behavioral problems and to recommend alternative teaching strategies and/or behavioral intervention techniques based on the diagnostic evaluations.
- The University agrees to provide assistance with evaluation services within the District. This could include, but not limited, to psychoeducational evaluations, observations, or interviews, to aid in determining Exceptional Student Education eligibility as requested.
- The University will provide assessment protocols for the evaluations University staff administer.
- The University agrees to provide a written report of each multidisciplinary evaluation to the parent or legal guardian and to those staff members designated by the District for receipt of such reports, and to appropriate individuals or agencies requested, in writing, by the parent or legal guardian.
- The University agrees to provide written recommendations for teachers and parents.
- As appropriate and when available, the University agrees to participate in case conferences with school personnel where evaluation results are reviewed.
- The University will notify the District after three failed attempts to schedule the evaluation with the parent/guardian. The University will notify the District if the parent/guardian fails to keep appointment without notification.
- In accordance with the Florida Department of Education vetting process, The University agrees to provide in-service education for teachers in participating school districts, when specifically requested by the District.
- In accordance with the Florida Department of Education vetting process, the University agrees to provide trainings and consultation on topics requested by the District.

2. The District agrees to provide for students referred to the University the following:

- The District will make school records for each referral available for perusal by University staff within the setting of the local school.
- The District will provide, for each referral, copies of evaluation reports completed by District personnel or through District contacts with

other agencies, at no charge to the University and with appropriate permission of the student's parent or legal guardian.

- When the student's parents are unable to provide transportation for an evaluation that has been requested at the University clinic, the District will provide transportation to and from the FSU campus for individual students.
- When University staff provide evaluations or related services on a District campus, the District will schedule evaluations, provide a copy of the schedule to the University contact at least 72 hours prior to the evaluation date, and provide a quiet space for University staff to evaluate students.
- The District may be asked to participate in an evaluation of University services. This evaluation may include contact with parents, teachers and school and district administrative personnel.
- The District will be responsible for obtaining fully informed consent from all legal parents/caregivers on the University consent form prior to remitting referrals to the University.

Background Screening. Any University personnel who are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.

Compliance with Laws. In the performance of the Agreement, the University and the District shall, at its own expense, at all times during the term of the Agreement: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within industry standard; and (B) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement.

Confidentiality of Information, Non-Disclosure. Each party acknowledges that its employees may, in the performance of the Agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If either party is exposed to confidential information, they will keep such information confidential and will act

in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that may be deemed a "public record" pursuant to Florida law (the "Florida Public Records Act," Chapter 119, Florida Statutes), and University reserves the right to make interpretations of its duties and obligations thereunder and shall respond to public records requests without any duty to give prior notice. Disclosure under the law shall not be considered a breach of this Agreement. This provision shall survive termination of the Agreement.

Liability. Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Agreement. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the Florida Supreme Court's decision in *Florida Department of Natural Resources v. Garcia*, 753 So.2d 72, 77-78(Fla. 2000), and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes.

Choice of Law and Dispute. The Agreement shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Agreement shall lie in Leon County, Florida. In the event that any disputes arising out of the Agreement lead to arbitration between the parties, such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Tallahassee, Florida. The parties agree that each party shall be responsible for its own attorney's fees, costs, and charges arising out of litigation, arbitration or any dispute relative to the Agreement, regardless of outcome.

Termination. The Agreement may be terminated: 1) by mutual consent of University and the District; or 2) upon thirty (30) days' written notice by either University or the District with or without cause; or 3) unilaterally by University for cause, including without limitation, the District's refusal to allow access all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to Chapter 119, Florida Statutes, and are not exempt from public inspection by Sec. 119.07(3), Florida Statutes, or by other provisions of general or special law.

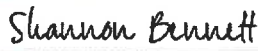
E-Verify. University is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to

verify the work authorization status of all newly hired employees. The District affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same, as required by Section 448.095, Fla. Stat.

Public Records. The University is a public body corporate of the State Florida and certain information, including this Agreement, may be subject to Chapter 119, Florida Statutes (the "Florida Public Records Act") and would require disclosure as a "public record" upon request. The University retains the right to make interpretations of its duties and obligations under the law and any disclosure of information by the University pursuant to the Florida Public Records Act shall not be considered a breach of this Agreement. The District agrees to allow public access to all records, documents, papers, letters or other material subject to the provisions of the Florida Public Records Act and made or received in conjunction with this Agreement. Refusal by the District to allow such public access will be grounds for immediate cancellation of this Agreement by the University.

In the event that public schools are closed, the MDC will work with your school district to provide virtual equivalency services.

Agreed to as of the day and year set forth below:

Signed by:

 Shannon Bennett, Director
 Multidisciplinary Center
 Florida State University

6/23/2026 | 12:15 PM EDT

Date

Signed by:

 David Springer, Dean
 College of Social Work
 Florida State University

6/23/2026 | 12:28 PM EDT

Date

Kesondra Brown, Student Services/ESE Director
 Gadsden County School District

Date

Elijah Key, Superintendent
 Gadsden County School District

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM:

Cooperative Agreement between Gadsden County School Board and Panhandle Therapy Center

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

This agreement provides mental health counseling services to identified students within the Gadsden School District.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Kesandra Brown 

POSITION: Director of Exceptional Student Education and Student Services


9/11/21

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3, 4, 7, 8

CHAIRMAN'S SIGNATURE: page(s) numbered 3, 7, 8

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be uplicated on light blue paper.

REVIEWED BY: _____



PANHANDLE THERAPY CENTER

June 26, 2026

The School Board of Gadsden County
35 Martin Luther King Blvd.
Quincy, FL 32351

Dear School Board:

We are pleased to provide you with a draft Memorandum of Understanding (MOU) between the School Board of Gadsden County and Panhandle Therapy Center (PTC) for review and comment. Feel free to make changes you deem necessary and return your comments to me at the address below or by return email. This MOU delineates services and supports that Panhandle Therapy Center offers the School Board of Gadsden County's students requiring behavioral health and other services. Under this MOU, PTC provides a full continuum of clinical therapeutic services for youth and families ranging from individual and family counseling to more intensive psychiatric services and medication management.

We welcome your input and look forward to engaging in a strong partnership with the School Board of Gadsden County to assist in ensuring that any child needing behavioral health care services is provided those services in a timely, caring and professional manner.

Please contact Heather King, CEO/Clinic Director, at your earliest convenience if you have any questions or require any additional clarification at hking@panhandletherapycenter.com or (850) 674-8888.

We thank you for the opportunity to serve students and families in your district.

Sincerely,

Heather King, LCSW
CEO/Clinical Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, The School Board of Gadsden County and Panhandle Therapy Center, Inc. (PTC) a Florida-based, AHCA-license-exempt Community Behavioral Health Clinic, desire to enter into a Memorandum of Understanding setting forth the services to be provided to students in the Gadsden County School system:

PURPOSE

The purpose of this memorandum is to set forth the conditions of service with Gadsden County School students. PTC will provide Mental Health services to the students needing those services. Referrals accepted by PTC shall be performed within the scope and limitations set forth in the Plan of Treatment developed by the treatment team.

THE SCHOOL BOARD OF GADSDEN COUNTY and PTC AGREE AS FOLLOWS:

1. PTC agrees to provide services for mental health and co-occurring disorders to Gadsden County School students referred for assessment and/or treatment.
2. PTC will provide high quality therapists to serve Gadsden County school students in both the home and school settings.
3. Students are accepted for treatment by PTC and PTC's staff shall not refuse to provide treatment because of age, race, color, handicap, sex, or national origin.
4. Services and treatment shall be provided to the student in response to a request for assessment and/or treatment and in accordance with a written plan of treatment developed by the treatment team.
5. A space will be provided for PTC staff to meet with students for assessment and treatment.
6. Referrals may be made by school staff to PTC for assessment and/or treatment. Reports to school staff regarding students' progress will be made available either by meeting with PTC at the school or requesting a written report from PTC's staff, with client and/or family permission.
7. The School Board of Gadsden County and PTC acknowledge and declare that it is their specific intention that PTC is to provide services as an Independent Contractor. All PTC staff providing services shall be independently insured, and have had background screening completed.
8. PTC agrees to bill students' insurances directly as applicable for reimbursement. The district will not be financially liable for any services rendered.

2026 – 2027

Memorandum of Understanding
The School Board of Gadsden County and Panhandle Therapy Center

9. This Memorandum of Understanding shall be valid for 12 months and shall begin August 1, 2026 and end July 31, 2027.
10. This Memorandum of Understanding may be cancelled or terminated with 30 days written notice to or by either party.
11. Questions regarding services at the school will be directed to Mrs. Heather King, PTC CEO/Clinic Director in Blountstown, FL at hking@panhandletherapycenter.com or (850) 674-8888.

This Memorandum of Understanding is respectfully executed and submitted by:

Superintendent of Schools
The School Board of Gadsden County



Heather M King, LCSW
CEO, Clinic Director
Panhandle Therapy Center, LLC

6/26/2026

Date

Date

This Memorandum of Understanding is agreed to by:

Board Chair
The School Board of Gadsden County

Date

**PANHANDLE THERAPY CENTER, LLC
AND
THE SCHOOL BOARD OF GADSDEN COUNTY**

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between PANHANDLE THERAPY CENTER, LLC and THE SCHOOL BOARD OF GADSDEN COUNTY.

The purpose of the agreement is to facilitate the collection, analysis, and sharing of data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the community. Specifically, by sharing data, PANHANDLE THERAPY CENTER, LLC and THE SCHOOL BOARD OF GADSDEN COUNTY can identify barriers, leverage existing resources, and coordinate overall care to better serve the community.

THE SCHOOL BOARD OF GADSDEN COUNTY, PANHANDLE THERAPY CENTER, LLC, and its subcontracted providers shall exchange data and information related to shared clients in an effort to better coordinate care. The data and information shall be used to ensure collaboration of care and to improve outcomes for the individual. This data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as other pertinent information. If PANHANDLE THERAPY CENTER, LLC and THE SCHOOL BOARD OF GADSDEN COUNTY will be sharing Protected Health Information (PHI), the attached HIPAA Business Agreement must be completed.

PANHANDLE THERAPY CENTER, LLC and its officers, employees, agents, representatives, contractors, or subcontractors agree to share student information with THE SCHOOL BOARD OF GADSDEN COUNTY, in full compliance with state and federal confidentiality requirements, particularly Family Education Rights and Privacy Act (FERPA)/FL Statutes 1002.22 and 1002.221, to provide and improve services and resources needed to meet the needs of children, families, and caregivers; to achieve continuous improvement across programs; and to improve the level of educational achievement for children served by both entities.

THE SCHOOL BOARD OF GADSDEN COUNTY

Heather M. King, LCSW, CEO/DIRECTOR
PANHANDLE THERAPY CENTER, LLC

Signature & Date

 LCSW 6/26/2026
Signature & Date

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement contains the terms and conditions governing the Agency's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Agency, also called "Business Associate."

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between Panhandle Therapy Center, LLC ("Covered Entity") and The School Board of Gadsden County (the "Business Associate").

I. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;*
- (b) Not use or further disclose the PHI, except as permitted by law;*
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;*
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;*
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;*
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;*
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;*
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;*

2026 – 2027

Memorandum of Understanding
The School Board of Gadsden County and Panhandle Therapy Center

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

V. No Third-Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

VII. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

X. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

Signature Heather M. King, LCSW Date 6/26/2026
Print Name Heather King for PTC, LLC Title: CEO/Director

BUSINESS ASSOCIATE

Signature _____ Date _____
Print Name _____ Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

Superintendent of Schools
The School Board of Gadsden County

Heather M. King, LCSW
Heather M King, LCSW, CEO/Director
Panhandle Therapy Center, LLC

Board Chair
The School Board of Gadsden County

6/26/2026
Date

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Chairman of the Gadsden County School District Board

Name: Leroy McMillan

Title: Chairperson

Signature: _____

Date: _____

Superintendent of the Gadsden County School District

Name: Elijah Key, Jr.

Title: Superintendent

Signature: _____

Date: _____

Panhandle Therapy Center

Name: Heather King, LCSW

Title: CEO/Clinical Director

Signature: _____

Date: _____



Preferra RRG Plan Administrator
1200 E. Glen Ave.
Peoria Heights, IL 61616-5348

11/24/2025

Customer ID: 4H8IZLWPH

Shani Ashcroft
28 Golden Loop
Crawfordville, FL 32327-4294

Dear Shani Ashcroft,

Thank you for purchasing your Professional Liability policy with the Preferra Risk Retention Group. Enclosed please find your policy documents (proof of coverage).

We thank you for having considered Preferra Insurance Company for your Professional Liability needs ; if you have any questions regarding this matter, please contact us at 888.278.0038.

Sincerely,

Preferra Insurance Company RRG Plan Administrator
888.278.0038
customerservice@socialworkinsure.com



SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY
INSURANCE POLICY DECLARATIONS - CLAIMS MADE AND REPORTED

Member ID: 4H8IZLWPJH Named Insured: Shani Ashcroft
Policy Number: P-IND4HA43DA8GW-04
Effective Date: 11/19/2025 Address: 28 Golden Loop
Expiration Date: 11/19/2026 Crawfordville, FL 32327-4294
Effective Date: 11/19/2021

NOTE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT. (SEE POLICY FOR DETAILS) THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PROFESSIONAL LIABILITY COVERAGE - A	LIMITS OF LIABILITY	PREMIUM
Liability Per Claim Limit	\$1,000,000.00	\$191.00
Liability Aggregate Limit	\$3,000,000.00	
SUPPLEMENTAL LIABILITY COVERAGE - B	LIMITS OF LIABILITY	PREMIUM
Liability Aggregate Limit	\$3,000,000.00	
Liability Per Claim Limit	\$1,000,000.00	
ADDITIONAL COVERAGES - C	LIMITS OF LIABILITY	PREMIUM
Deposition Expense	\$5,000 per deposition/\$35,000 per policy period	
State License Board Investigation Defense	\$35,000.00 per policy period	
Emergency First Aid	\$15,000.00 per policy period	
Health Information - HIPAA	\$25,000.00 per policy period	
Medical Payments	\$100,000 per incident/\$100,000 aggregate	
Medical Loss and Expense	\$1,000 per day/\$35,000 per policy period	

TOTAL PREMIUM FOR THIS COVERAGE PART: \$191.00

NOTE: THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

NOTATION: THE POLICY OF INSURANCE IDENTIFIED ABOVE HAS BEEN ISSUED TO THE NAMED INSURED FOR THE POLICY PERIOD INDICATED. ALL INSURED ARE SUBJECT TO THE LIMITS OF LIABILITY THAT ARE APPLICABLE TO THE POLICY. THE LIMITS OF LIABILITY MAY NOT BE STACKED TO INCREASE THE AMOUNT WE WILL PAY FOR ANY CLAIM. THE AGGREGATE LIMIT MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Regarding Cancellation:** Should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the Named Insured.

Authorized Representative:

Tony Benedetto

Tony Benedetto

Brokered and Administered by:



Preferra RRG Plan Administrator
1200 E. Glen Ave.
Peoria Heights, IL 61616-5348
License: CA# 0F76076, AR# 1332

The Preferra Insurance Company RRG Inc. supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.



CERTIFICATE OF LIABILITY INSURANCE

11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT MATERIALLY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

DUCER eferria Insurance Company RRG Plan Administrator 100 East Glen Avenue Aurora, IL 61616-5348	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:																
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JARED 10001 Ashcroft 10001 Golden Loop Jacksonville, FL 32327-4294	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Preferra Insurance Company Risk Retention Group</td> <td style="text-align: center;">14366</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Preferra Insurance Company Risk Retention Group	14366	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

POLICY ID: 4H8IZLWPJH CERTIFICATE NUMBER: P-IND4HA43DA8GW-04 REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ EPLI - CLAIMS MADE ☐ EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐ N/A If yes, describe under (Mandatory in NH) Description of Operations below						☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
Professional Liability Insurance Retroactive Date: 11-19-2021	N	N	P-IND4HA43DA8GW-04	11/19/2025	11/19/2026	Per Claim Limit \$1,000,000 Aggregate Limit \$3,000,000 State Licensing Board Limits \$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

Preferra Insurance Company Risk Retention Group (the Company)
District of Columbia

**CLAIMS MADE AND REPORTED SOCIAL WORKERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY**

NOTICE: THIS POLICY PROVIDES SOCIAL WORKERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED COVERAGE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS ARISING FROM A PROFESSIONAL INCIDENT HAPPENING ON OR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE POLICY AND BEFORE THE END OF THE POLICY PERIOD WHEN THE CLAIM IS FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. A LOWER LIMIT OF LIABILITY APPLIES TO SOME OF THE COVERAGES IN THIS POLICY. THIS POLICY IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN SECTION VIII(K). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

Throughout this **Policy**, the words **You**, **Your**, and **Insured** refer to each person or entity that is an **Insured** under this **Policy**. The words **We**, **Us**, and **Our** refer to the **Company** providing this insurance. Bolded words and phrases used in this **Policy** have special meaning as defined in this **Policy**, including in Section IV, Definitions.

In consideration of the payment of premium, the undertaking of the **Insured** to pay any applicable Deductible to the degree one is stated in the Declarations, and in reliance on all of the statements made and information **You** furnished to **Us**, including all representations made in the **Application**, and subject to the **Limits of Liability** as set forth in the Declarations and described in Section V of this **Policy**, and the terms, conditions and other provisions of this **Policy**, **We** and **You** agree as follows:

I. INSURING AGREEMENT

Coverage Part A: Professional Liability Coverage

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging a **Professional Incident** in **Your** provision of **Professional Services** to others, provided:

- A. The **Professional Incident** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, and

- B. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VIII.A.

Coverage Part B: Supplemental Liability for **Business Invitees**

The coverage under Coverage Part B does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part C.

A. **Bodily Injury and Property Damage Coverage for Business Invitees**

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages**, for a **Claim** alleging **Bodily Injury** or **Property Damage** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Bodily Injury** or **Property Damage** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Bodily Injury** or **Property Damage** occurs before the end of the **Policy Period**, and
4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VIII.A.

B. **Personal Injury Coverage for Business Invitees**

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging **Personal Injury** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Personal Injury** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Personal Injury** occurs before the end of the **Policy Period**, and

4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

Coverage Part C: Additional Coverages

The additional coverages set forth in Coverage Part C are each subject to a separate **Limit of Liability** set forth in the Declarations for that Coverage Part C Subpart. Each such separate **Limit of Liability** for an additional coverage set forth in Coverage Part C is in addition to, and does not reduce, the Limits of Liability applicable to Coverage Parts A and B. If there is no **Limit of Liability** set forth in the Declarations for an additional coverage under Coverage Part C, then there is no coverage under this **Policy** for that additional coverage. The coverage under Coverage Part C does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part B.

A. Emergency First Aid

We will pay for those expenses that **You** have voluntarily incurred for first aid rendered as a result of **Bodily Injury** to a **Business Invitee** in the **Workplace** used principally in the **Named Insured's** practice as a social worker, provided:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. The first aid was provided within a 48-hour period from the time the **Bodily Injury** first happened;
3. Documentation of the expenses is timely provided to **Us**; and
4. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

B. Health Information- HIPAA

1. **We** will pay for reasonable attorney's fees, costs, expenses, or fees that **You** incur in responding to a **Claim** first made by a regulator against **You** for any **Privacy Wrongful Act**, provided:
 - (a) the **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
 - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and

- (c) the **Claim** for a **Privacy Wrongful Act** was first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.
- 2. **We** will pay those reasonable amounts that **You** incur in notifying **Your** clients of a **Privacy Wrongful Act** as mandated by any U.S. federal or state privacy protection statutes or regulations, provided:
 - (a) The **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
 - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and
 - (c) The **Privacy Wrongful Act** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

Coverage under this Coverage Part C, Subpart B.2 applies regardless of whether or not a **Claim** for a **Privacy Wrongful Act** is made against **You**.

We will not, however, pay for any penalties, fines or other fees assessed against **You** by any regulatory or other authority arising from, caused by, or related to a **Privacy Wrongful Act**.

C. State Licensing Board Investigation Defense

Subject to our right to select counsel, **We** will pay **Your Claim Expenses** to respond to an investigation or proceeding by a state licensing board, or other regulatory body that licenses or regulates **Your** work as a social worker, concerning **Your** provision of **Professional Services**, provided:

- 1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and
- 2. Notice of the investigation or proceeding is first received by **You** and reported to **Us** in writing during the **Policy Period** or any Applicable Extended Reporting Period, pursuant to the reporting procedures set forth in Section VIII.A.

We will not, however, pay for any penalties, fines or other fees assessed against **You** by any licensing board or regulatory body. Under no circumstances does this coverage extend to any criminal proceeding or Medicaid or Medicare investigation.

D. Medical Payments

We will pay for any amounts that **You** are legally obligated to pay as medical payments arising from **Bodily Injury** suffered by a **Business Invitee**, where such **Bodily Injury** occurred in **Your** provision of **Professional Services** to others in **Your Workplace**, provided that:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. Documentation of the medical payments is timely provided to **Us**; and
3. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

E. Wage Loss and Expense

We will pay for **Your** lost wages per day, plus reasonable costs and expenses, caused by **Your** attendance at **Our** request at any trial(s), hearing(s), mediation(s), or arbitration proceeding(s) involving any **Claim** against **You** for **Damages** covered under this **Policy**, regardless of the number of **Insureds**, mediations, trials, hearing or arbitration proceedings, provided that documentation of these expenses is timely provided to **Us**.

F. Deposition Expense

We will pay for **Your** reasonable legal expenses incurred by **You** for **Your** subpoenaed and legally required appearance at a deposition to provide testimony involving **Your** provision of **Professional Services** during the **Policy Period**, provided that:

1. A **Claim** has not been asserted against **You**;
2. The treatment about which **You** will testify could, in **Our** judgment, reasonably lead to a **Claim** being asserted against **You** which would otherwise be covered under this **Policy**; and
3. The deposition expense coverage is subject to **Our** right to select counsel.

G. Subpoena Expense

Subject to the **Company** which has the sole authority to select legal counsel on **Your** behalf, and **V LIMITS OF LIABILITY** of the **Policy** herein, **We** will reimburse **You** for reasonable legal expenses incurred and paid by **You** for legal assistance in complying with any subpoena, including but not limited to **You** providing medical record information, and for any other subpoena request, provided that:

1. A Claim has not been asserted against **You**;
2. **You** receive the subpoena during the **Policy Period** and report **Your** receipt of the subpoena and intent to seek reimbursement to **Us** in writing during the **Policy Period** pursuant to the reporting procedures set forth in Section VIII.A; and
3. **You** provide satisfactory documentation of the legal fees incurred in responding to the subpoena and **Your** payment of same, along with a valid, executed W9.

H. Limited Sexual Misconduct Coverage

We will pay **Claim Expenses** and **Damages** that **You** are legally obligated to pay, up to the aggregate sublimit of liability set forth in Section V.E., for **Claims** against **You** involving any **Sexual Misconduct** in any way resulting from, arising out of or related to **Professional Services** rendered by **You**, provided:

- (a) the **Sexual Misconduct** has not been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether or not it has been appealed, regardless of the legal theory or basis upon which the **Insured** is alleged to be liable;
- (b) the alleged **Sexual Misconduct** took place on or after the **Retroactive Date** and before the end of the **Policy Period**;
- (c) the **Claim** involving **Sexual Misconduct** was first made against **You** and reported to **Us** during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A; and
- (d) the **Claim** does not allege or involve **Sexual Misconduct** by anyone other than **You**.

II. DEFENSE, CLAIM EXPENSES, SETTLEMENT

A. The following applies only to Coverage Parts A and B:

We will have the right and duty to defend **You**, including the right to select counsel, against any **Claim** brought against **You** to which this **Policy** applies regardless of whether the **Claim** is groundless, false, or fraudulent. **We** will have no duty to defend **You** against any **Claim** for which there is no coverage under this **Policy**. **We** have the right to conduct any investigation or negotiation and, with the written consent of the first **Named Insured**, which consent will not be unreasonably withheld, make any settlement of a **Claim**. If **We** recommend a settlement to **You** that is acceptable to the claimant and **You** refuse to consent to the settlement and

elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim** then, subject to the Limits of Liability section of this **Policy**, **Our Limit of Liability** for that **Claim** will not exceed the amount for which that **Claim** could have been settled, plus the **Claim Expenses** incurred by **Us** to defend that **Claim**.

- B. **We** will have the right, but not the duty, at **Our** sole discretion to investigate any **Damages**, **Claim** or **Potential Claim**.
- C. **We** will have the right, but not the duty, to appeal any judgment or award against **You**.
- D. **You** may not incur any **Claim Expenses**, admit liability, make any payment, or settle any **Claim** without **Our** prior written consent, which will not be unreasonably withheld. **We** will not be liable for any expense, settlement, assumed obligation or admission to which **We** did not consent.
- E. Subject to the applicable **Limit of Liability**, **We** will pay all **Claim Expenses** that **We** incur in the investigation and defense of any **Claim** under Coverage Parts A or B or that **We** incur under Coverage Part C. **Claim Expenses** are within the **Limit of Liability**.
- F. **You** agree to cooperate with **Us** in defending, investigating, and settling any **Claim** and agree, as a condition of coverage under this **Policy**, to submit to **Us** upon request any information and documentation that **We** may require in the investigation and defense of any **Claim**.
- G. If **We** exercise **Our** right to appeal, **We** will pay the premiums for any appeal bonds for the covered part of the judgment, but **We** have no obligation to apply for, furnish or have any court approve of such bonds or provide any collateral for such bonds.
- H. **Our** duty to defend **You** ends upon exhaustion of the applicable **Limit of Liability** in the payment of **Damages** and **Claim Expenses**, which can include tendering the **Limit of Liability** into court.

III. POLICY TERRITORY

This **Policy** applies to **Professional Incidents**, **Bodily Injury**, **Property Damage**, **Privacy Wrongful Acts**, **Personal Injury**, or **Assaults** that take place anywhere in the world, but only if the **Claim** is made and the **Suit** is brought or the licensing board or regulatory investigation or proceeding is conducted in the United States of America, its territories or possessions, or Puerto Rico.

IV. DEFINITIONS

- A. **Assault** means any willful attempt or threat to inflict **Bodily Injury** upon the person of another, when coupled with an apparent present ability to do so, and any

intentional display of force that would give the victim reason to fear or expect immediate bodily harm.

- B. **Bodily Injury** means physical injury, sickness, disease, mental illness or emotional distress sustained by any person, including death resulting therefrom.
- C. **Business Invitee** means any natural person to whom **You** are rendering **Professional Services**, or who is accompanying a natural person to whom **You** are rendering **Professional Services**, solely in their capacity as one who is invited by the **Insured** to enter into and remain in the **Workplace** for a purpose directly connected with the rendering of **Professional Services**. A **Business Invitee** will not include any person who enters the **Workplace** without an **Insured's** knowledge or permission, or any person who is an **Insured**.
- D. **Claim(s)** means
 - 1. a written demand for money or services, naming **You** and alleging **Damages** caused by a **Professional Incident**, but solely as respects Coverage Part A;
 - 2. a written demand for money or services naming **You** and alleging **Damages** for **Bodily Injury** or **Property Damage** to a **Business Invitee**, but solely as respects Coverage Part B; or
 - 3. a regulatory proceeding or formal investigation concerning a **Privacy Wrongful Act** arising solely out of **Your** performance of **Professional Services**, but solely as respects Coverage Part C., Subpart B.1.
 - 4. an administrative **proceeding or formal investigation concerning Your provision** of Professional Services commenced by a regulator, but solely as respects Coverage Part C, Subpart C.

A **Claim** will be considered first made when notice of such **Claim** is first received by any **Insured**, if it is reported to the **Company** in writing in accordance with the terms and conditions of this **Policy**.

All **Claims** arising out of or relating to the same **Professional Incident** will be considered as having been made at the time of the first notice of such a **Claim**, whenever received by any **Insured**, and shall be considered a single **Claim** regardless of the number of demands, proceedings, investigations, claimants, **Suits** or **Insureds** involved.

Claim also means a **Potential Claim** involving a **Professional Incident**, which **You** report to **Us** as soon as practicable during the **Policy Period**. The report of such a **Potential Claim** must include:

1. The date, time and place of the **Potential Claim** and the identity of any **Insured** involved;
2. A description of the **Professional Services** that **You** performed;
3. The type of **Claim You** anticipate; and
4. The name and address of the injured party and any witnesses.

If **You** submit written notice to **Us** containing the information listed in 1-4 above, then any **Claim** that may subsequently be made against **You** arising out of the same **Professional Incident** will be deemed, for the purposes of insurance under the **Policy**, to have been made during the **Policy Period** in effect at the time such written notice was submitted to **Us**.

- E. **Claim Expense(s)** means the reasonable and necessary fees charged by an attorney(s) or independent adjustor(s) designated by **Us** and all other fees, costs, expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including costs taxed against an **Insured** and all interest on the entire amount of any judgment rendered against an **Insured**, if incurred by **Us**, or by **You** with **Our** prior written consent. The reasonableness of the fees paid to counsel will be determined by the rates **We** actually pay to attorneys retained by **Us** in the jurisdiction where the **Suit**, administrative proceeding or investigation is pending for similar **Claims**.

Claim Expense(s) does not include:

1. expenses of or relating to the institution or prosecution of a counterclaim or cross-claim by an **Insured**, including a counterclaim or cross-claim in a **Suit** that is covered by the **Policy**, unless the **Company** has provided prior written consent to the institution and prosecution of such counterclaim or cross-claim; or
2. salary charges or expenses of **Your** regular employees or officials.

- F. **Damages** means monetary compensatory judgments, awards, or settlements. **Damages** does not include:

1. Costs of complying with requests, demands or orders for injunctive relief;
2. Fines and penalties, including but not limited to contractual, regulatory and statutory civil or criminal fines, penalties and sanctions;
3. Exemplary, multiple or statutory damages;
4. Punitive damages;

5. Restitution, return or forgiveness of fees, expenses or costs paid to or charged by an **Insured**; disgorgement or loss of profits by an **Insured**; or other costs of doing business;
6. Consequential damages; or
7. Matters or **Damages** deemed uninsurable under the law pursuant to which this **Policy** is construed.

If a **Suit**, however, is brought against the **Insured** to which this insurance applies seeking both compensatory and punitive or exemplary damages, then **We** will afford a defense to such action, subject to all other terms and conditions of the **Policy**, without any liability for payment of such punitive or exemplary damages.

G. **Insured, You and Your** mean:

1. The **Named Insured**;
2. An employee of the **Named Insured** while acting in the scope of its employment by the **Named Insured**, but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**;
3. An officer or director of the **Named Insured** but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**.

In order to **qualify as an Insured** under this **Policy**, an individual must either:

- i. hold an MSW, DSW, MA or MS degree in the field of social work from an accredited educational institution, and have earned the degree more than two (2) years before the inception date of the **Policy**;
- ii. In the case of a social worker with less than two (2) years of social work services experience, an individual who graduated from college within the two (2) years prior to the inception date of the **Policy** and does not yet have its license to practice independently;
- iii. Hold a BSW, BA or BS degree in social work if the individual is providing social work services within the scope allowed by state regulatory boards; or
- iv. Be a social worker or psychologist who also holds a masters degree or doctorate degree in social work or psychology.

- H. **Limit of Liability** means the amounts set forth in the Declarations of this **Policy** for the applicable Coverage Part and Subpart, and as described in Section V, Limits of Liability.
- I. **Named Insured** means any organization or individual indicated in the Declarations.
- J. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
 5. Oral or written publication of material that violates a person's right of privacy.
- K. **Policy** means this insurance contract issued by **Us** to the **Named Insured**, including the Declarations page(s) and all endorsements to it.
- L. **Policy Period** means the period from the inception date of this **Policy** set forth in the Declarations to the expiration date of this **Policy** as set forth in the Declarations or the cancellation or termination date, whichever occurs first.
- M. **Pollutants** means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, mold, silica, spores, asbestos, dust, fibers, fungi, alkalis, chemicals, nuclear materials and waste, including but not limited to medical waste and materials to be recycled, reconditions or reclaimed.
- N. **Potential Claim** means a **Professional Incident** that has not yet resulted in a **Claim** but that an **Insured** has reason to believe may give rise to a **Claim** covered by this **Policy**, or that an **Insured** should reasonably foresee might be the basis of a **Claim** covered by this **Policy**.
- O. **Privacy Wrongful Act** means an act, error, or omission by the **Insured** that results in a breach or violation of the **Health Insurance Portability and Accountability Act of 1996 or any regulation promulgated thereunder (collectively, "HIPAA")** in

connection with the collection, use or security of “protected health information” of patients or clients, as that term is defined in HIPAA. Such information must be under the **Insured’s** care, custody or control and must be related to rendering of **Professional Services** to the patients or clients whose personally identifiable information and/or personal health insurance is at issue.

All such acts, errors, or omissions, as referenced in this definition, that are actually or allegedly caused, committed, or attempted by or claimed against one or more **Insureds** arising out of the same or relating to the same or series of related facts, circumstances, situations, transactions or events will be deemed to be the same **Privacy Wrongful Act**.

- P. **Professional Incident** means any act, error or omission in the providing of, or the failure to provide, **Professional Services** by **You**. This includes **Your** responsibility for anyone acting under **Your** direction and control. All **Related Professional Incidents** arising out of the provision of **Professional Services** to any one person will be considered one **Professional Incident**, irrespective of the number of **Claims** made or the number of **Claimants** or number of **Insureds**. The **Limit of Liability** for all **Claims** alleging **Related Professional Incidents** will be the Each Claim Limit as set forth in the Declarations, regardless of the number of **Claims**, claimants, **Suits**, **Insureds**, or Coverage Parts involved.
- Q. **Professional Services** means solely those social work services rendered to others by a social worker who qualifies as an **Insured** under this **Policy**, including but subject to **VII. EXCLUSIONS M.**, the publication of articles or books and broadcasting or telecasting activities directly related to such services.
- R. **Property Damage** means
1. physical injury to or destruction of tangible property including the loss of use thereof of property that is physically injured. All such loss of use will be deemed to occur at the time of the physical injury that caused it; and
 2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, electronic data is not tangible property.

- S. **Related Professional Incidents** means any actual or alleged separate, continuous, repeated or series of **Professional Incidents** directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision, or circumstance, or to a series of services, transactions, events, representations, statements, practices, advice, decisions, or circumstances concerning the same patient or client. All **Related Professional Incidents** shall be considered to have taken place when the earliest such professional Incident

commenced. The determination of whether or not a **Professional Incident** constitutes a **Related Professional Incident** will not be affected by the identity or number of claimants, the identity or number of **Insureds** involved, or the existence of a separate duty or professional relationship.

T. **Retroactive date** means the date specified in the Declarations.

U. **Sexual Misconduct** means:

1. any actual, alleged, or threatened physical touching, which could be considered sexual or erotic in nature, including but not limited to, consensual sexual activity or sexual activity in contravention of a professional code of ethics or conduct; or
2. any act of sexual assault, sexual abuse, sexual harassment or molestation.

V. **Suit** means a civil proceeding seeking monetary damages, and includes an arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages to which **You** submit with **Our** consent. **Suit** does not include an administrative hearing.

W. **Workplace** means, the venue where **Professional Services** are provided, including any location owned, leased, or rented by **You**, and may include **Your** residence if **You** regularly provided **Professional Services** there.

V. LIMITS OF LIABILITY

A. Coverage Part A - Professional Liability Coverage Limits of Liability

Each Claim Limit

The **Limit of Liability** stated in the Declarations as Each Claim Liability Limit for Coverage A is the most **We** will pay under Coverage Part A for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same **Professional Incident** or **Related Professional Incidents**, regardless of the number of **Claims**, claimants, **Suits**, or **Insureds** involved.

B. Coverage Part B – Supplemental Liability for Business Invitees Limits of Liability

Each Claim Limit

The **Limit of Liability** stated in the Declarations as Each Claim Liability Limit for Coverage B is the most **We** will pay under Coverage Part B for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same incident or any related incidents, regardless of the number of **Claims**, claimants, **Suits** or **Insureds** involved, or **Business Invitees** that incur **Bodily Injury**, **Property Damage** or **Personal Injury**.

C. Coverage Part C - Additional Coverages Limits of Liability

1. The most **We** will pay under Coverage Part C, Subpart A (Emergency First Aid) is \$15,000 per **Policy Period**.
2. The most **We** will pay under Coverage Part C, Subpart B (Health Information – HIPAA) is \$25,000 per **Policy Period**.
3. The most **We** will pay under Coverage Part C, Subpart C (State Licensing Board Investigation Defense) is \$35,000, or applicable amount shown in the declarations, per **Policy Period**.
4. The most **We** will pay under Coverage part C, Subpart D (Medical Payments) is \$100,000 per incident and \$100,000 per **Policy Period**.
5. The most **We** will pay under Coverage Part C, Subpart E, (Wage Loss and Expense) is \$1,000 per day and \$35,000 per **Policy Period**.
6. The most **We** will pay under Coverage Part C, Subpart F (Deposition Expense) is \$5,000 per deposition. The most **We** will pay under Coverage Part C, Subpart G (Subpoena Expense) is \$5,000 per subpoena, with a limit of \$1,500 for records support requests. The most **We** will pay for all legal expenses incurred for depositions and subpoenas during the **Policy Period** under Coverage Part C, Subpart F, and Subpart G combined is \$35,000.
7. The most **We** will pay under (Plagiarism) is \$5,000 per **Policy Period** for unintentional plagiarism, infringement, or misappropriation of intellectual property subject to **VII. EXCLUSIONS, M.**

The **Limits of Liability** stated for each Subpart of Coverage Part C are the most that **We** will pay under that Subpart, regardless of the number of **Professional Incidents, Insureds, claimants, Business Invitees, Claims, incidents, Privacy Wrongful Acts, licensing investigations, proceedings, depositions, subpoenas, or Assaults.**

If the applicable **Limit of Liability** identifies a “per incident” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one incident or all related incidents for which there is coverage under that Subpart of Coverage Part C.

If the applicable **Limit of Liability** identifies a “per day” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one day of lost wages, costs, and expenses for which there is coverage under this **Policy**.

If the applicable **Limit of Liability** identifies a “per **Policy Period**” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for all **Insureds** for any number of matters during each **Policy Period** for that particular Subpart.

D. Aggregate Limit of Liability

The **Limit of Liability** stated in the Declarations as the Aggregate Limit is the most **We** will pay for all **Damages** and **Claim Expenses** under Coverage Parts A and B, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, incidents, or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

E. Sexual Misconduct Aggregate Limit

The most **We** will pay under this **Policy** for all **Damages** and **Claim Expenses** for a **Claim** in any way resulting from, arising out of, related to, or **Sexual Misconduct** is \$25,000, as set forth in Section VII.J, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, causes of action, theories of liability, claimants, or incidents, including but not limited to **Claims** involving, in whole or in part, actual or alleged vicarious liability by You for the **Sexual Misconduct** of another, or for any other actual or alleged liability for the actions of someone else, including but not limited to allegations of improper or negligent hiring, employment, or supervision if they are otherwise covered under this **Policy**.

Any **Claim Expenses** paid for a **Claim** involving **Sexual Misconduct** are included within, not in addition to this \$25,000 aggregate limit for **Damages** for **Claims** involving **Sexual Misconduct**.

This \$25,000 aggregate limit for **Damages** for a **Claim** involving **Sexual Misconduct** afforded by the **Policy** shall be part of, and not in addition to, the **Limit of Liability** shown in the Declarations as the Aggregate Limit.

We shall not be obligated to pay any **Claim Expenses** or any other amounts and will no longer have any duty to defend any **Insured** for any **Claim** involving **Sexual Misconduct** after this \$25,000 aggregate limit has been exhausted by payment or tender of **Damages** and/or **Claim Expenses** included within this aggregate limit for a **Claim** involving **Sexual Misconduct**.

- F. All **Claims** arising from **Related Professional Incidents** will be treated as one **Claim**. Such **Professional Incidents** will be considered to have taken place when the earliest such **Professional Incident** commences. The applicable **Limit of Liability** will be the one from the **Policy Period** during which the first **Claim** was first made.
- G. If any combination of Coverage Parts A, B and C, as shown in the Declarations applies to the same **Claim** or matter, **Our** liability is limited as follows:
1. In no event will the limits of liability of Coverage Parts A, B and C be added together, combined or stacked to determine the applicable **Limit of Liability**.
 2. The total limits of liability under Coverage Parts A, B and C will not exceed the highest applicable limit of Coverage Part A, B or C; and

3. **We**, in **Our** sole discretion, will determine which Coverage Part and Subpart applies.
- H. If a **Claim** is covered under this **Policy** and any other policy of insurance issued by **Us**, **Our** liability is limited as follows:
1. In no event will the limits of liability under the policies be added together, combined or stacked to determine the applicable limit of liability;
 2. The most **We** will pay will be the highest applicable limit of liability under the policies.

VI. COVERAGE EXTENSIONS

A. Estates and Legal Representatives

This **Policy** will afford coverage for a **Claim** to which this **Policy** applies if made against **Your** estate, heirs, or legal representatives if **You** are deceased, or against **Your** legal representatives if **You** are incompetent or bankrupt, to the extent that in the absence of such death, incompetence, or bankruptcy, such **Claim** would have been covered by this **Policy**.

VII. EXCLUSIONS

We will not be liable to make any payment in connection with any matter, **Claim** or **Damages** based upon, arising out of or related to any actual or alleged:

- A. Criminal, malicious, fraudulent, knowingly wrongful, or dishonest act(s) or omission(s), or violation(s) of any statute or regulation committed by **You** or with the knowledge, consent or approval of **You**. However, this exclusion will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that such acts or omissions were criminal, malicious, fraudulent, knowingly wrongful or dishonest, or that **You** approved, consented to or had knowledge of such conduct. **We** will not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**.
- B. Criminal proceedings, regardless of the allegations made against **You**;
- C. Unjust enrichment, or obtaining any profit, remuneration or advantage to which **You** were not legally entitled. This exclusion, however, will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that

there was in fact unjust enrichment or obtaining of profit, remuneration or advantage to which such **Insured** was not legally entitled;

- D. Liability as an owner or proprietor of any clinic with bed and board facilities, sanitarium, nursing home or laboratory, or for any acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than as a social worker;
- E. Medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of any drugs or medical, dental or surgical devices, supplies or components. This exclusion does not include any services performed by **You** at the direction of a physician or the use of any biofeedback equipment that **You** use in **Your** social worker practice;
- F. **Claim, Potential Claim, Professional Incident or Damages** that reasonably should have been known or foreseen by any **Insured** prior to the inception date of this **Policy** to be likely to give rise to a **Claim** or other matter that otherwise would be covered by this **Policy**. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**;
- G. **Damages** that were expected or intended, or that should have been reasonably expected or intended, from the standpoint of an **Insured**;
- H. Liability assumed by **You** under any contract or agreement, whether written or oral, except to the extent that **You** would have been legally liable in the absence of such contract or agreement. This exclusion does not apply to any liability **You** assume under a contract with a Health Maintenance Organization, Health Insurance **Company**, or any other similar organization that is attributable to **Your** alleged negligence in the performance of **Your** work as a social worker;
- I. Liability for services other than as a social worker. This exclusion includes, but is not limited to, services as a psychiatrist, physician, dentist, nurse, podiatrist, chiropractor, nurse anesthetist, nurse-midwife, midwife, perfusionist, sonographer, osteopath, or healthcare aide;
- J. **Sexual Misconduct** except as set forth in Section I, Coverage Part C.H.
- K. Liability for employment practices, including but not limited to refusal to employ, wrongful termination or employment, coercion, demotion, evaluation, reassignment, discipline, harassment, libel, slander or other employment-related practices, policies, or conduct. This exclusion applies to independent contractors as well as employees;

- L. Libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry or eviction, violation of rights of occupancy, false arrest, false imprisonment, malicious prosecution, malicious use of or abuse of process, **Assault**, battery, or any resulting loss of consortium, disability, shock, humiliation, embarrassment, mental injury or anguish, emotional distress or injury to personal or business reputation or character;
- M. Liability based upon or arising out of any intentional act of plagiarism or infringement of any copyright, patent, trademark, trade name, trade dress, service mark or, misappropriation of any intellectual property, idea or trade secret;
- N. Liability based upon or arising out of any of the following:
 - 1. false, deceptive or unfair trade practices;
 - 2. unfair competition, impairment of competition, restraint of trade or antitrust violations;
 - 3. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, including as may be amended, and any similar federal, state or local statutes or regulations in the U.S. or outside the U.S.;
 - 4. violation of consumer protection laws; or
 - 5. deceptive or misleading advertising.
- O. Liability for any **Claim** by an **Insured** against any other **Insured**
- P. Liability for any **Claim** by any entity:
 - 1. That is operated, managed or controlled by **You** or that **You** have an ownership interest in;
 - 2. in which **You** are an officer or director; or
 - 3. that wholly or partly owns, operates or manages **You**;
- Q. Express warranties and guarantees. This exclusion, however, does not apply to **Your** warranty or guarantee that **Your Professional Services** are in conformity with the standard of care applicable to **Your Professional Services**;
- R. **Professional Services** or other services provided while **Your** license or certification to perform **Your** social worker duties is suspended or revoked;

- S. Duties that **You** owe as a proprietor, owner, partner, manager, superintendent, director or officer or of any entity not specified as an **Insured** in this **Policy**;
- T. Failure or infection of any computer, server, operating system, network, hardware, software, or any loss of or damage to, or loss of use of any electronic data or any work product due to the failure or infection of any such computer, computer, server, operating system, network, hardware, or software;
- U. Failure to protect, unauthorized disclosure or use of, or improper collection of, any personally identifiable information or confidential corporate information that is in **Your** care, custody or control.
- V. Design, manufacture, sale, supply, or distribution of any goods or products, including but not limited to products or goods designed or manufactured by **You** or by others under license or trade name from **You**.
- W. War or any act of war, invasion, act of foreign enemy, hostilities (whether or not a war is declared), strike, riot or civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or terrorism;
- X. Discrimination, including but not limited to the violation of any law, whether statutory or common law, including but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, harassment, handicap, or pregnancy;
- Y. Inability or failure of **You** or others to collect or pay money, or any issues involving reimbursement requests, overbilling and other fee-related matters;
- Z. Threatened or actual discharge, dispersal, release or escape of **Pollutants**; or direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- AA. **Bodily injury or property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any motor vehicle, aircraft, or watercraft;
- BB. **Property damage** to:
 - 1. Property used by **You** or in **Your** care, custody or control;
 - 2. Property owned or occupied by or rented/leased to **You**; or
 - 3. Premises sold, given away or abandoned by **You**, if the **Property Damage** arises out of any part of those premises;
- CC. Any business relationship or venture with any prior or current client or patient; or

- DD. **Professional Incident** while **You** were under the influence of an illegal drug or substance or while **You** were intoxicated.
- EE. Violation of
1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 3. The Fair and Accurate Credit Transaction Act of 2003 (FACTA), part of The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et. seq., including any amendment of or addition to such law; or
 4. Any statute, ordinance or regulation other than the TCPA, FACTA, FCRA or CAN-SPAM Act of 2003 that prohibits or limits the recording, sending, transmitting, communicating, or distribution of material or information, or the inclusion of full credit card numbers or credit card expiration dates on any receipts provided to customers at the time of a credit card transaction or handling of or dissemination of personal financial or other information.
- FF. Violation of the Employee Retirement Income Security Act of 1974, (ERISA) including any amendments or additions to such law, and any rules or regulations promulgated pursuant to such law.
- GG. Liability for therapies or activities that involve equine therapy or canine therapy.
- HH. Except to the extent provided under Coverage Part C, Subpart B for **Privacy Wrongful Acts**, any liability, or expenses arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by **You** or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

VIII. CONDITIONS

- A. Duties in the Event of a **Claim** or **Potential Claim** Under Coverage Parts A, B, or C, or Receipt of a Matter under Coverage Part C

It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that **You** give to **Us** written notice during the **Policy Period** or any applicable Extended Reporting Period of the following, as soon as practicable and without delay:

1. If, during the **Policy Period** or any applicable Extended Reporting Period, a **Suit** is brought or other **Claim** made against **You**, **You** must notify **Us** of such **Suit** or other **Claim** and such notice must contain:
 - a. All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
 - b. The identity of the **Insured(s)** involved and the identity of the claimant; and
 - c. The date of and location where the alleged incident took place;
2. If, during the **Policy Period** or any applicable Extended Reporting Period, **You** first receive notice of a matter that is covered under Coverage Part C, **You** must notify **Us** in writing of that matter and such notice must contain:
 - a. All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
 - b. The identity of the **Insured(s)** involved and the identify of any individual(s) or entity(ies) to whom the **Insured** could be obligated to make any payment for which the **Insured** would seek coverage under Coverage Part C; and
 - c. The date, location, circumstances and any other information regarding where the alleged incident at issue took place;
3. All notices under this section must be in writing and sent to the attention of the plan administrator on behalf of the **Company**.

B. Cooperation of the Insured

1. It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that all **Insureds** will cooperate with the **Company**, including, but not limited to, the following:
 - a. Immediately send **Us** copies of any demands, notices, summonses, legal papers received in connection with the **Claim** or **Suit**;

- b. Authorize **Us** to obtain records and other information;
- c. Cooperate with **Us** in the investigation, settlement or defense of any **Claim** or **Suit**;
- d. Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization that may be liable to **You** because of injury or damage to which this insurance may also apply; and
- e. Attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

2. No **Insured** will:

- a. Prejudice **Our** position, potential or actual right of recovery, legal obligations or rights;
- b. Settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent; or
- c. Voluntarily make any payments, assume any obligation, or incur any expense, except those done at **Your** own cost.

C. Other Insurance

Any payment due under this **Policy** is specifically excess of and will not contribute with any other valid and collectible insurance unless such other insurance is written only as specific excess insurance over the **Limits of Liability** of this **Policy**.

D. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** will not relieve **Us** of **Our** obligations under the **Policy**, subject to the right of termination of the **Policy** for material change in condition or control of the **Named Insured**.

E. Sole Agent

The **Named Insured** will act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, the receipt and acceptance of any endorsements issued to form a party of the **Policy**, giving and receiving notice of cancellation and non-renewal, and providing any consent to settlement that may be required or requested.

F. Changes

Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not affect a waiver or change in any part of this **Policy** or stop **Us** from asserting any right under the terms of this **Policy**, nor will the terms of this **Policy** be waived or changed, except by endorsement issued to form a part of this **Policy**.

G. Cancellation and Nonrenewal

1. Cancellation

- a. **You** may cancel this **Policy** within sixty (60) days of the effective date of the **Policy** by mailing or delivering to **Us** advance written notice of cancellation, as long as evidence of the cancellation is received by **Us** within the first sixty (60) days after the **Policy's** effective date.
- b. **We** may cancel this **Policy** by mailing by first-class mail or delivering to **You** written notice of cancellation stating the reason for cancellation, to the last address known to **Us**, at least:
 - i. Ten (10) days before the effective date of the cancellation if **We** cancel for nonpayment of premium; or
 - ii. Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.
 - iii. Notice of cancellation will state the effective date of the cancellation. The **Policy Period** will end on the date of cancellation.
 - iv. If this **Policy** is cancelled, **We** will send the first **Named Insured** any premium refund due. If **We** cancel, the refund will be the pro rata unearned premium. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund.
 - v. A certificate of mailing from the U.S. postal service or certified mail receipt will be sufficient proof of notice.

2. Nonrenewal

We may decide not to renew this **Policy** for any legally permissible reason. If **We** decide not to renew this **Policy**, **We** will mail, through first-class mail

to **You**, written notice of the nonrenewal at least thirty (30) days before the expiration date.

H. Legal Action Against Us

No person or organization has a right under this **Policy**:

1. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for **Damages** or other damages from an **Insured**; or
2. To sue **Us** on this **Policy** unless all the terms and conditions have been fully complied with.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for any damages that are not payable under the terms of this **Policy** or that are in excess of the applicable **Limit of Liability**. An agreed settlement means a settlement and release of liability signed by **Us**, **You**, and the claimant or the claimant's legal representative.

I. Conformance with Statutes and Laws

Any terms of this **Policy** which are in conflict with the statutes or laws of the state or province wherein this **Policy** is issued are hereby amended to conform to such statutes and laws.

J. Representations

By accepting this **Policy**, **You** agree that:

1. The statements in the Application and Declarations are true, accurate and complete;
2. Those statements are based upon representations **You** made to **Us**;
3. That the representations made are deemed to be material, and that **We** have issued this **Policy** in reliance upon the truth, accuracy, and completeness of such statements.
4. Any and all relevant provisions may be voided by **Us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **You**.

K. Arbitration

Any dispute arising out of, under or relating to this **Policy**, including but not limited to a dispute as to the meaning, interpretation, application or validity of any term, condition, definition, exclusion or any other provision of this **Policy**, will be resolved only by binding arbitration, such arbitration to be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the demand for arbitration, except as amended here. Such arbitration proceedings are to be held in either the District of Columbia or Chicago, Illinois, at the election of the **Company**.

No award of punitive damages will be made in any such arbitration. Each party will bear its own fees and costs in connection with any such arbitration, but the costs and fees incurred through the AAA will be shared equally by **Us** and **You** unless the arbitration award provides otherwise. The arbitration award is final and binding. Any award may be confirmed and enforced in a federal court of competent jurisdiction within the District of Columbia or in Chicago, Illinois.

L. Choice of Law

In the event that the **Company** and an **Insured** dispute the meaning, interpretation or application of any term, condition, definition, exclusion or any other provision of this **Policy**, the **Insured** and the **Company** agree that the law of the District of Columbia will apply, without regard to any conflicts or choice of law rules or principles.

M. Interpretation

This **Policy** is to be interpreted and construed in an even-handed manner as between the parties. If the language of this **Policy** is deemed ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant provisions of the **Policy** without regard to authorship of the provisions and without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company**.

N. Subrogation and Assignment

1. If the **Insured** has rights to recover all or part of any payment that the **Company** has made under this **Policy**, those rights are transferred to **Us**. All **Insureds** will fully cooperate with the **Company** in its pursuit of recovery rights in its or the **Insured(s)** name, including but not limited to the execution of such documents necessary to enable the **Company** to effectively bring suit, prosecute claims or otherwise obtain recovery. No **Insured** will prejudice **Our** subrogation rights.

2. No **Insured** may assign any interest in this **Policy** unless **We** give **Our** prior written consent, and an endorsement is attached to the **Policy** effecting assignment.

O. Extended Reporting Periods

1. If this **Policy** is canceled or not renewed for any reason other than non-payment of premium, fraud or material misrepresentation, **We** will provide the **Insured** with an Automatic Extended Reporting Period of 60 days and, at **Our** discretion, may provide the **Insured** with a Supplemental Extended Reporting Period of a longer duration, as described below. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**. Each **Insured** must apply separately for a Supplemental Extended Reporting Period.
2. The Automatic Extended Reporting Period does not extend the **Policy Period** or reinstate or increase the **Limits of Liability**. The **Limits of Liability** applicable to any **Claim** or matter reported to **Us** during the Automatic Extended Reporting Period shall be part of, and not in addition to, the applicable **Limits of Liability** for such **Claim** or matter, including the Aggregate Limit, stated in the Declarations for this **Policy**.
3. The Automatic Extended Reporting Period is provided automatically without additional charge. The Automatic Extended Reporting Period starts with the end of the **Policy Period** and lasts for 60 days. The Automatic Extended Reporting Period does not apply to **Claims, Claim Expenses, Privacy Wrongful Acts, Assaults**, or any other matters that are covered under any other insurance, or that would be covered but for exhaustion of the amount of insurance applicable to such matters.
4. At **Our** discretion, we may provide the **Insured** with a Supplemental Extended Reporting Period of a greater duration, but only by an endorsement and for an extra charge. Each **Insured** must apply separately for a Supplemental Extended Reporting Period. **We** reserve the right to deny a Supplemental Extended Reporting Period for any **Insured** based on our underwriting rules. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**.
5. A Supplemental Extended Reporting Period does not extend the **Policy Period**. However, it will reinstate the **Limits of Liability** for the **Insureds** for whom a Supplemental Extended Reporting Period is provided. If more than one **Insured** is named on an endorsement granting a Supplemental

Extended Reporting Period, the reinstated **Limits of Liability** will be shared by all such **Insureds**. We reserve the right to require **Insureds** to purchase separate Supplemental Extended Reporting Periods.

6. If a Supplemental Extended Reporting Period is provided, it will start when the Automatic Extended Reporting Period ends. The Supplemental Extended Reporting Period will not go into effect unless the **Insured** pays the additional premium promptly when due. Once that premium is paid, **We** will consider it to be fully earned, and the Supplemental Extended Reporting Period may not be canceled. **We** will determine the additional premium in accordance with **Our** rules and rates.
7. If a Supplemental Extended Reporting Period is in effect, insurance provided by this **Policy** will be excess insurance over any part of any other insurance whose policy period begins or continues after the start of the Supplemental Extended Reporting Period. It will do so whether the other insurance applies on a primary, excess, contingent or any other basis.

P. Titles of Paragraphs

Titles of paragraphs are inserted solely for the convenience of reference and are not deemed to limit, expand, or otherwise affect the provisions to which they relate.

END

Email the completed form to: customerservice@socialworkinsure.com OR
Overnight mail to: Preferra Insurance Company RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All must be answered. If a question does not apply, enter N/A. To attach additional information, please attach to this form.

Name:	Expiration date of Current Policy:
Policy Number(s):	Retroactive Date of Current Policy:
Phone:	Email Address:

1.) Prior Carriers and effective dates of coverage with each:

2.) Date Subpoena was received:

3.) Location of Subpoena (State):

4.) Dates of Treatment/Evaluation of Involved Client(s)*:

**Be as accurate as possible with dates of treatment.*

✓ Please be advised that in order for coverage to apply, report or discovery of the subpoena must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).

✓ *If you were not insured with Preferra Insurance Company RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.*

Please forward a copy of the subpoena received along with this report. Treatment notes and records and other patient Private Health Information are not necessary at this time.

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.

☐ I Agree

☐ I Do Not Agree

Signature: _____

Today's Date: _____

Email the completed form to: customerservice@socialworkinsure.com OR
Overnight mail to: Preferra Insurance Company RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All questions must be answered. If a question does not apply, enter N/A. To submit additional information, please attach to this form.

1) Policy Number (please submit all active policy numbers) or Policy ID:

2) Name of Insured (as it appears on the declaration page):

3) DBA ("Doing Business As" – other name used):

4) Contact Name:

5) Home Phone:

6) Work/Business Phone:

Other Phone Number:

7) Email Address:

8) Current Policy Effective Date:

9) Current Policy Expiration Date:

10) Retroactive Date of Coverage:

11) State in which Incident occurred:

12) Prior Carrier(s) Information: Please identify prior Professional Liability Carriers:

13) Have any specific procedures or elements of practice been excluded from coverage under any of your prior carriers?

☐ Yes[†] ☐ No

[†]If yes, include the name of the carrier and the specific procedure or element of practice excluded.

14) Have any of your prior carriers defended any claims or paid any settlements or judgments on your behalf?

☐ Yes[†] ☐ No

[†]If yes, include the name of the carrier and amounts paid, and provide details of the particular claim, suit, or complaint.

15) Do you currently have any other pending professional liability claims, suits, or board investigations other than the information being reported on this Initial Incident Report?

☐ Yes^{††} ☐ No

^{††}If yes, please provide a full explanation of the matter including the name of the court or board with which the suit or complaint was filed, the caption and docket number of the case (if any), the outcome or current status of the case, and any other relevant details.

16) Date of Incident in Question*:

17) Dates of Treatment/Evaluation of Involved Client(s)*:

* Please be as accurate as possible with dates of incident/treatment.

- Please be advised that in order for coverage to apply, report or discovery of the claim must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).
- If you were not insured with Preferra Insurance Company RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.

18) Type of Claim (check all that apply):

- | | |
|---|--|
| ☐ Professional Liability | ☐ GL – Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or host Liquor Liability. **If you check this box, you must complete page 3 of this form** |
| ☐ Deposition Expense | ☐ State Licensing Board Investigation Expense |
| ☐ Medical Expense | ☐ First Aid Coverage |
| ☐ Assault Coverage | |

19) Have you received any of the following written documentation?* (check all that apply):**

- | | |
|---|--|
| ☐ Summons / Letter of intent | ☐ Subpoena for deposition |
| ☐ Notice of complaint | ☐ Other (describe): _____ |

If so, what date was it delivered? ____ / ____ / ____
mm / dd / yyyy

***Please include with this form documentation received directly from a court, attorney, complainant, and/or regulatory agency. **NOTICE:** Treatment notes and records and other patient Private Health Information are not necessary at this time.

20) Do you suspect that a claim or suit may arise out of the incident or treatment in question? ☐ Yes ☐ No

21) Please print/type here a brief description of Incident or Claim, and reasons why you suspect a claim or suit may arise:
(Please attach additional sheets as needed.)

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.

- | | |
|----------------------------------|---|
| ☐ I Agree | ☐ I Do Not Agree |
|----------------------------------|---|

Signature: _____

Today's Date: _____

PLEASE SUBMIT ALL SUPPORTING DOCUMENTATION, SUCH AS COURT DOCUMENTS AND RELATED CORRESPONDENCE (FROM A LICENSING BOARD AND ITS AGENTS OR INVESTIGATORS, THE COMPLAINANT'S ATTORNEY, OR OTHER RELEVANT PARTIES).

PAGE 3: SUPPLEMENTAL FORM FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY,
PERSONAL LIABILITY, OR HOST LIQUOR LIABILITY INCIDENTS.

22) Location (street, suite #, city, state, zip code): _____

23) Do you rent or own this location? ☐ Rent ☐ Own

24) If you own this location, what percentage of the building is owned by you? ☐ 100% ☐ Other: _____

List names of all co-owners: _____

25) If the incident type is bodily injury or property damage, did the incident occur?:

- ☐ On Premises? Where did the injury take place? _____
☐ Off Premises? Where did the injury take place? _____
Did this injury involve a vehicle? ☐ YES ☐ NO

Who witnessed the incident? _____

27) List all services which are provided at this location: _____

28) Name of therapist(s) involved in incident: _____

29) Name of therapist(s) involved in treatment of injured client: _____

30) Describe your relationship to the injured party: _____

32) Prior Commercial General Liability Carrier(s) Information: _____

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true, and no material facts have been suppressed or misstated.

☐

I Agree

☐

I Do Not Agree

Signature: _____

Today's Date: _____

Important: Preferra Risk Retention Group, Inc. Membership Confirmation Notice

Preferra Risk Retention Group, Inc. (the “Company”) is a mutual captive insurer and risk retention group organized under District of Columbia law. As a policyholder, you are a member of the Company for so long as your policy remains in force.

As a member, you are entitled to vote in person or by proxy on all matters, including the election of directors, brought before the membership for a vote at any meeting of the members. An Annual Meeting of the members is held every September. You will receive notice of the Annual Meeting at your address on record with the Company. Members of the Company also are entitled to participate in any dividend declared by the Company’s Board of Directors, subject to any conditions established by the Board of Directors and the approval of the Company’s District of Columbia regulator.

If the policyholder is an entity, an officer or other authorized representative of the entity may exercise the entity’s membership rights on its behalf.

You can find the corporate Governance Standards and a Code of Business Conduct and Ethics adopted by the Company’s Board of Directors below.

<https://preferrainsurance.com/rrg-governance/>

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

REVIEWED BY: _____ Page 72 of 302



PREGNANCY CENTER OF GADSDEN COUNTY
P.O. BOX 573 HAVANA, FL 21 N. LOVE ST. QUINCY, FL
www.friendsofpcgc.life
850.539.1221

July 27, 2026

Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

Re: Memorandum of Understanding Request

Dear Members of the Gadsden County School Board,

On behalf of the Pregnancy Center of Gadsden County, I would like to respectfully request your approval of our proposed Memorandum of Understanding for the next four years.

For many years, it has been our privilege to partner with Gadsden County Schools by providing educational programs that encourage students to make healthy, informed decisions while developing strong character, leadership skills, and respect for themselves and others. We are truly grateful for the opportunity to come alongside the dedicated educators and administrators in our county as we invest in the lives of our students.

Enclosed with our MOU are letters of recommendation from several Gadsden County principals who have firsthand experience with our Youth Development Program. We are deeply thankful for their support and confidence in the positive impact our team has had within their schools.

Our desire has always been to serve as a trusted community partner by offering age-appropriate, evidence-based education that supports students' social, emotional, and personal development while reinforcing positive life skills. We remain committed to working collaboratively with school administrators and staff to ensure our programming continues to meet the unique needs of each school community.

Thank you for your consideration of our request and for your continued commitment to the students and families of Gadsden County. It is an honor to serve alongside you, and we look forward to continuing this partnership for many years to come.

Should you have any questions or require any additional information, please do not hesitate to contact me.

With sincere appreciation,

Kimberly Nelson

Kimberly Nelson
Executive Director
Pregnancy Center of Gadsden County

Board of Directors
Dr. Eric Erskine, Chair | Dr. Ivan Barineau, V.P. | Dr. Cynthia Kimble, M.D.
Pastor Douglas Harris | Mrs. Jean Coggins, Secretary | Mrs. Carol Hutcheson, Treasurer | Mr. Howard McKinnon

Youth Development Program Curriculum

The Youth Development Program High School curriculum empowers youth to understand the lasting impact of their choices on their lives. Through honest discussions about decision-making, sex and relationships, drug use, and gang involvement, students learn to recognize risks, challenge myths, and envision healthier futures.

Lesson Overviews

The Power of Choice

This lesson emphasizes the power of choice and how even small decisions can create a ripple effect with lasting impact. Students explore how their developing brains make this a key time to build healthy habits and reflect on the kind of future their choices can shape.

Intimacy and Relationship

This lesson builds on the theme of choice by exploring sex, intimacy, and relationships. Students learn that intimacy involves emotional and relational aspects, not just the physical. The discussion includes how to recognize red flags in unhealthy relationships and emphasizes respect and real connection. Local data on STDs and teen pregnancy makes the topic relevant and personal.

Substance Use and Its Impact

This lesson focuses on how drug use isn't just about the moment—it's about your future. Students learn how substances like marijuana, alcohol, and fentanyl can permanently harm the developing brain, increasing the risk of addiction, mental illness, and lost potential. Real stories and stats show how one choice can have lifelong consequences.

Gangs and the Lie of Belonging

This lesson addresses why some teens consider gangs—seeking identity, safety, or belonging—and then reveals the harsh realities: violence, exploitation, and a future cut short. Students learn that even gang association can lead to jail, and that for many, the promise of protection ends in pain. Through stories and reflection, they're offered a better path rooted in purpose, love, and real belonging.

Turning Pain into Purpose

The final lesson ties everything together with a powerful reminder: life is built on choices. Students reflect on the biggest decision they've made and revisit key topics—decisions, sex, drugs, and gangs—asking themselves what kind of story they want to tell. They're reminded that it's never too late to start over, and that even those with a difficult past can create a better future.

MEMORANDUM OF UNDERSTANDING
Between
The Pregnancy Center of Gadsden County
and
The Gadsden County School Board

This Memorandum of Understanding (MOU) is entered into on this 1st day of August, 2024, by and between The Pregnancy Center of Gadsden County (hereinafter referred to as "PCGC") and The Gadsden County School Board (hereinafter referred to as "GCSB").

I. PURPOSE

The purpose of this MOU is to establish a collaborative partnership between PCGC and GCSB to provide support services and educational resources to students in Gadsden County. This partnership aims to promote student well-being, academic success, and access to essential resources.

II. SCOPE OF SERVICES

Under this agreement, both parties will collaborate to provide the following services:

1. The Pregnancy Center of Gadsden County will:

- o Provide educational workshops to relevant age groups on healthy relationship, communication and life skills, negative effects of pornography on the brain, online safety, anti-bullying, sexual health limited to statistics and facts about sexually transmitted infections, goal setting and strategies for overcoming obstacles to success.
- o Assist students in accessing healthcare, childcare, and community resources.
- o Offer counseling and support services for pregnant and parenting students.

2. The Gadsden County School Board will:

- o Identify and refer students who may benefit from GCSB services.
- o Provide space for workshops and informational sessions, as needed.
- o Encourage student participation in available support programs.
- o Facilitate communication between PCGC and school staff to ensure student needs are met.

III. RESPONSIBILITIES OF BOTH PARTIES

Both parties agree to:

- Maintain open communication to encourage program effectiveness.
- Ensure that all services provided comply with applicable laws and school policies.
- Respect confidentiality and privacy of students in accordance with state and federal regulations.
- Promote awareness of the partnership and available services to students, parents, and school personnel.

IV. DURATION AND TERMINATION

This MOU will become effective on the date of signing and will remain in effect for a period of four (4) years. It may be renewed, modified, or terminated by mutual agreement in writing by both parties. Either party may terminate this agreement with a 30-day written notice to the other party.

V. FUNDING

This agreement does not create a financial obligation for either party. Each party shall be responsible for any costs incurred in relation to the services provided under this MOA.

VI. SIGNATURES

By signing below, the parties acknowledge and agree to the terms of this Memorandum of Agreement.

Kimberly Nelson

Authorized Representative

The Pregnancy Center of Gadsden County

Date: 7/27/2024

Authorized Representative

The Gadsden County School Board

Date: _____ -

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
JANUARY 21, 2025	ME 132149	959336

THE MEDICAL DOCTOR

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: JANUARY 31, 2027

JOHN CHRISTOPHER TURNER
302 NORTON DRIVE SUITE 103
TALLAHASSEE, FL - 32308

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE		
DATE	LICENSE NO.	CONTROL NO.
02.19.2025	RM 9567092	4168488

THE REGISTERED NURSE
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

QUALIFICATION(S):
Type-0000 License

EXPIRATION DATE: APRIL 30, 2027

ANDREA BROOKE POTTER
7890 FLAT CREEK RD
QUINCY, FL - 32351

STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE		
DATE	LICENSE NO.	CONTROL NO.
03/02/2025	RM 9502141	4130707

THE REGISTERED NURSE
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

QUALIFICATION(S):
Medication Refill/over License

EXPIRATION DATE: APRIL 30, 2027

SUNNY ALLENHAY HILLOTT
800 CARILLON PARKWAY #240
ST PETERSBURG, FL - 33716

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

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License Authentication

DISPLAY IF REQUIRED BY LAW



A risk retention group.

**MEDICAL PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE BASIS
AND REPORTED COVERAGE**

DECLARATIONS

Item I: First Named Insured

Pregnancy Center of Gadsden County Inc.
21 N Love St, Quincy, FL 32351

Item Ib: Schedule of Insureds

See Schedule of Insureds (MIG 1)

Item II: Policy Number

P00001270-26

Prior Year Policy Number (if applicable): PL-PRC-FL-25-0001075

Item III: Policy Period

3/25/2026 to 3/25/2027

12:01 AM Standard Time at the address of the **First Named Insured**

Item IV: Coverage Details

Coverage	Limits	Retroactive Date
Professional Liability	Each Claim: \$1,000,000 Aggregate, for All Claims: \$3,000,000	3/25/2025

Item V: Premium

TOTAL: \$4,000

These Declarations, the completed signed Application and the Policy with Endorsements shall constitute the contract between the Insured and the Underwriter

Midwest Insurance Group, Inc. a Risk Retention Group

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Chairman of the Gadsden County School District Board

Name: Leroy McMillan

Title: Chairperson

Signature: _____

Date: _____

Superintendent of the Gadsden County School District

Name: Elijah Key, Jr.

Title: Superintendent

Signature: _____

Date: _____

The Pregnancy Center of Gadsden County

Name: Kimberly Nelson

Title: Authorized Representative

Signature: _____

Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM:

Agreement between the Gadsden County School Board and The Stepping Stones Group

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

This contract will provide speech-language and psychological services, including, but not limited to, interventions, assessments, evaluations, counseling, consultation, collaboration, and support for students, families, school staff, and administrators.

FUND SOURCE: FEFP Dollars

AMOUNT: \$65.00 per hour

PREPARED BY: Kesandra Brown

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 7

CHAIRMAN'S SIGNATURE: page(s) numbered 5, 7

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

REVIEWED BY: _____



AGREEMENT

This Agreement is made and entered August 17th, 2026 by and between The Stepping Stones Group LLC, 123 N Wacker Drive, Chicago, IL 60606 hereinafter referred to as “Contractor” and, Gadsden County Schools; 35 Martin Luther King Jr. Blvd; Quincy, FL 32351 hereinafter referred to as “School District.” It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. If payment of invoices is not current, Contractor may suspend performing further work.



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

123 N Wacker Drive, Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

REMITTANCE DETAILS: School District will make payments to Contractor at the following address:

PO Box 6280

Carol Stream, IL 60197

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability, and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

NO SOLICITATION: During the term of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

CONFIDENTIALITY: School District agrees not to provide any information pertaining to the contents of this Agreement to any individual or any entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement, including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients in connection with the parties' performance of services under this Agreement. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Contractor agrees that it is subject to, and shall comply with, all federal and state laws and School District policies relating to the confidentiality of student information, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA).



TERMINATION: This Agreement will end on **June 30th, 2027** and may continue beyond this point by mutual consent. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor's receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

NONDISCRIMINATION: Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equity holders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

123 N Wacker Drive, Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

NOTICES: Notices to Contractor shall be sent to:

The Stepping Stones Group
123 N Wacker Drive, STE 1150
Chicago, IL 60606

AND

K12ops.contracts@ssg-healthcare.com

Notices to School District shall be sent to:

Gadsden County Schools

35 Martin Luther King Jr. Blvd;

Quincy, FL 32351

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Delaware. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Delaware. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: _____



THE STEPPING STONES GROUP
Transforming Lives Together

Corporate Office
123 N Wacker Drive, Suite 1150
Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287
www.thesteppingstonesgroup.com

Billing Email/Phone: _____

Mailing Address (for invoice): _____

Special Billing Instructions: _____

Signed for Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for School District:

Signature: _____

Name: _____

Title: _____

Date: _____



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

123 N Wacker Drive, Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service for the are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
SLP	\$65.00
Psych	\$65.00

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Superintendent of Gadsden School District

Name: _____

Title: _____

Signature: _____

Date: _____

Chairman of Gadsden School District Board

Name: _____

Title: _____

Signature: _____

Date: _____

Stepping Stones Group Contractor or Representative

Name: _____

Title: _____

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston, MA 02110	CONTACT NAME: Ria Campbell PHONE (A/C, No, Ext): 857-264-2785 E-MAIL ADDRESS: rcampbell@risk-strategies.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: See Additional Remarks Schedule INSURER C: Travelers Property Casualty Co of Amer INSURER D: INSURER E: INSURER F:
INSURED The Stepping Stones Group, LLC 184 High Street, Floor 7 Boston MA 02110	NAIC # 35378 25674

COVERAGES**CERTIFICATE NUMBER:** 90809808**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MKLV1PSM002293	6/1/2026	7/1/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			MKLV1PSM002293	6/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$25,000 ☒ OCCUR ☒ CLAIMS-MADE			MKLV1UHC000058	6/1/2026	7/1/2027	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			UB-A8835982-26-NC-R MA WI UB-B2654412-26-NC-T AOS	5/21/2026	6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			MKLV1PSM002293	6/1/2026	7/1/2027	\$1,000,000 / \$3,000,000 DED: \$25,000
A	Sexual Abuse & Molestation			MKLV1PSM002293	6/1/2026	7/1/2027	\$1,000,000 / \$1,000,000 DED: \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Gadsden County School District
35 Martin Luther King Jr. Blvd
Quincy FL 32351

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED The Stepping Stones Group, LLC 184 High Street, Floor 7 Boston MA 02110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: Gadsden County School District

ADDRESS: 35 Martin Luther King Jr. Blvd Quincy FL 32351

SSG Additional Named Insured List:

Autism Intervention Professionals, LLC
 Behavioral Learning Center - CO, Inc.
 Behavioral Learning Center, Inc.
 Best Life Therapy II, LLC
 Bluebird ABA LLC.
 Building Blocks Behavior Consultants, LLC
 Catalyst Speech, LLC
 Center for Behavioral, Educational & Social Therapies (C.B.E.S.T.)
 City Sounds of NY - Speech Language Development Center Inc
 City Sounds of NY
 City Sounds of NY Speech Language
 Constellations Behavioral Holdings, Inc.
 Constellations Behavioral Services, LLC
 EBS Children's Institute, LLC
 EBS Children's Therapy- GA, LLC
 EBS Educational Based Services, dba EBS Early Intervention
 EBS Group LLC
 EBS Healthcare, LLC
 EBS Learning, LLC
 Ed Sped Solutions, LLC
 ERA Psychological Services, Inc.
 Green Celtics Holdings LP
 Green Celtics Intermediate Inc.
 Green Celtics Parent Inc.
 Green Celtics Purchaser Inc.
 HM Systems, Inc.
 Integrated Speech Solutions II, LLC
 Kinetic Pediatric Therapy
 MBS MidCo, LLC
 New England ABA LLC
 Positive Behavioral Solutions, LLC
 San Diego County SPS, LLC
 SSG HoldCo, LLC
 SSG Intermediate HoldCo, LLC
 SSG Investment HoldCo Inc.
 SSG New York, LLC
 SSG School of Psychology and Mental Health, PC
 STAR of CA, LLC
 Stepping Stones Healthcare Services, LLC
 The Futures HealthCore, LLC
 The Perfect Playground OT, PT, SLP & NP in Family Health, PLLC
 The Stepping Stones Autism Services Group LLC
 The Stepping Stones Group LLC
 Therapy for Kids, LLC. dba: Gallagher Pediatric Therapy; dba: GPT Staffing
 Therapy Time L.L.C.
 United Therapy Solutions Inc.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED The Stepping Stones Group, LLC 184 High Street, Floor 7 Boston MA 02110
POLICY NUMBER MKLV1UHC000058		
CARRIER See Additional Remarks Schedule	NAIC CODE	EFFECTIVE DATE: 6/1/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: Gadsden County School District

ADDRESS: 35 Martin Luther King Jr. Blvd Quincy FL 32351

\$8M Umbrella/Excess Liability Policies above Primary Policies:

Carrier: Texas Insurance Company
Policy No. BFLXAHTMA011500_022965_01
Limits: \$2mil lead over Primary

Carrier: QBE Specialty Insurance Company
Policy No. 140002626
Limits: \$1mil xs \$4mil

Carrier: Lexington Insurance Company
Policy No. 6798963
Limits: \$5mil xs \$5mil

Above policies sit over:

General Liability: Occurrence
Hired - Non-owned Auto: Occurrence
Employer's Liability: Occurrence
Professional Liability: Claims Made
Sexual Abuse & Molestation: Claims Made



LUCIA STONE

License Number: SA21979

Data As Of 8/19/2026

Profession	Speech-Language Pathologist
License	SA21979
License Status	Clear/Active
License Expiration Date	12/31/2027
License Original Issue Date	09/22/2023
Address of Record	3665 Cocoplum Circle COCONUT CREEK, FL 33063
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

[Discipline Public Records Request](#)

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:

1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a \$25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

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Tallahassee, FL 32399-3251

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1. Full name and license number of the practitioner;
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3. If you require certification of the documents, a \$25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7h

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM:

Contractual agreement between the School Board of Gadsden County and Kendall's Voice, Therapy Services, PLLC ..

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

This agreement with Kendall's Voice, Therapy Services, PLLC, will provide Speech/Language services (including, but not limited to intervention services, assessments, evaluations, counseling, consulting, collaboration, and support to families, school staff and administrators), in a position not filled by the School Board of Gadsden County.

FUND SOURCE: FEFP Dollars

KB

AMOUNT:

\$65.00 per hour (for actual hours worked) Speech Language Pathologist

\$40.00 per hour (for actual hours worked) Speech Language Pathologist Assistant

de
8/11/2

PREPARED BY: Kesandra Brown

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5, 7

CHAIRMAN'S SIGNATURE: page(s) numbered 5, 7

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be uplicated on light blue paper.

REVIEWED BY: _____



Kendall's Voice, Therapy Services PLLC
2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

THIS AGREEMENT was made and entered into on the date last written below by and between **GADSDEN COUNTY SCHOOLS** (from now on "Employer") and **KENDALLS VOICE THERAPY SERVICES PLLC**, a contractor (from now on "Contractor");

WHEREAS the Employer desires to retain the services of Contractor(s), and Contractor(s) desires to render services to the Employer, upon the terms and conditions from now on stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound at this moment, do at this moment promise and agree as follows:

- 1.1 **Term.** Employer agrees to hire Contractor, at will, for a term commencing on **August 1st, 2026 to June 30, 2027,** and continuing until terminated per Section 4 of this agreement.
- 1.2 **Duties.** Contractor agrees to perform work for the Employer on the terms and conditions outlined in this agreement and agrees to devote all necessary time and attention to "reasonable periods of illness excepted" (e.g., three weeks or less due to but not limited to a positive COVID-19 test, flu, and other infectious diseases) to the performance of the duties specified in this agreement. The contractor's responsibilities shall include the following:

Speech Language Pathologist Duties and Responsibilities:

- ❖ Diagnostic and Treatment; Consultation with Teachers, Staff, and other collaborators. Provide Speech and Language Treatment (listed under the American Speech Language and Hearing Association (ASHA) code of ethics/scope of practice) and Florida Department of Education laws and rules as within its scope of practice, which includes but is not limited to:
- ❖ Design, implement, and document delivery of service by the best available practice appropriate to the practice setting;
- ❖ Provide culturally and linguistically appropriate services;
- ❖ Integrate the highest quality available research evidence with practitioner expertise and individual preferences and values in establishing treatment goals;
- ❖ Utilize treatment data to guide decisions and determine the effectiveness of services;
- ❖ Integrate academic materials and plans into treatment;
- ❖ Deliver the appropriate frequency and intensity of therapy using the best available practice;
- ❖ Engage in treatment activities that are within the scope of the professional's competence;
- ❖ Utilize Augmentative and Alternative Communication (AAC) performance data to guide clinical decisions and determine the effectiveness of treatment and
- ❖ Collaborate with other professionals in the delivery of services.

1.2 **DUTIES continued:**

- ❖ Attend IEP meetings, perform physical appearances in person or via phone/telecommunication, and provide updates on student progress and strategies for classroom adaptation.
- ❖ Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, and regulations of the Employer from time to time established and shall perform the duties assigned faithfully, intelligently, and to the best of his/her/their ability, and in the best interest of the Employer at **Gadsden County Public Schools.**

Kendall's Voice, Therapy Services PLLC
2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

Speech Language Pathologist Assistant Duties and Responsibilities:

- ❖ Conducts speech and language screenings without interpretation and using screening protocols developed by the supervising Speech and Language Pathologist (SLP).
- ❖ Provides direct assistance for speech-language voice fluency hearing to students under the supervision of the SLP
- ❖ Follows and implements documented IEP plans or protocols.
- ❖ Documents student progress toward meeting established objectives and reports the information to the SLP; assists the SLP during assessments, assisting with formal documentation, preparing materials, and performing clerical duties;
- ❖ Prepares therapy materials and equipment for use in the classroom and therapy activities
- ❖ Adapts or modifies instructional materials and equipment as determined by student needs and abilities for teacher use in the classroom;
- ❖ Assists in maintaining student records, tallying data, and preparing charts, documents, graphs, and reports;
- ❖ Assists in organizing classroom activities such as displaying educational materials, arranging furniture to facilitate instructional requirements, and creating an orderly and clean learning environment;
- ❖ May implement student behavior management programs designed by certified staff. Observe and report significant student behavior, behavioral patterns, and other problems to the SLP.
- ❖ Prepare clinical and 9-week IEP progress notes for incorporation into the educational records of the students receiving therapy.
- ❖ Perform Speech/Language Evaluations and complete reports.
- ❖ Submit monthly Medicaid billing through TherapyLog of speech therapy services rendered under this contract.

SECTION 2 – CONFIDENTIALITY

- 2.1 Confidentiality.** The contractor acknowledges and agrees that all financial and accounting records, lists of property owned by the Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (from now on collectively “Confidential Information”) are valuable assets of the Employer. Except for disclosures required to be made to advance the company of the Employer and information which is a matter of public record, the Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. The employer understands that certain confidential information may be required to be disclosed to specific individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of the Contractor. The contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information by this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them and will be responsible for any breaches by them of the provisions of this agreement.

Kendall's Voice, Therapy Services PLLC
2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

The term "confidential information" does not include information that is or becomes publicly available (other than through a breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality concerning such information. Suppose the Contractor or any of the Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the confidential Information. In that case, the party required to disclose such information shall provide the Employer with prompt oral and written notice before making any disclosure. In addition, confidential Information may be disclosed to the extent required in inspections or inquiries by federal or state regulatory agencies to whose jurisdiction the Contractor is subject and that have the legal right to inspect the files that contain the confidential Information. The contractor will advise the Employer promptly upon such disclosure.

2.2 Return of Documents. Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, logs, assessments, hearing test results, graded assignments, and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or the written request of the Employer.

2.4 No Release. The contractor agrees that the termination of this Agreement shall not release the Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

3.1 Compensation. Considering all services to be rendered by the Contractor to the Employer, the Employer shall pay for **KENDALLS VOICE THERAPY SERVICES PLLC**. The Breakdown of services is as follows:

Therapist Type	Price per Hour
Master's Level Speech Therapist and Certificate of Clinical Competence (M.S. CCC-SLP)	\$65.00

3.2 Withholding; Other Benefits. Compensation paid under this Agreement shall not be subject to the customary withholding of income and other employment taxes. The contractor(s) shall be solely responsible for reporting and paying such taxes. The Employer shall not provide Contractor(s) with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

3.3 Bill of Service: The contractor will bill the Employer via invoice on a biweekly basis, including any accompanying expenses related to treatment/diagnostic testing, therapy logs, dates, and times in which services were provided with approved documentation (e.g., receipts, paid invoices, etc.).

Kendall's Voice, Therapy Services PLLC
2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

The employer will be required to pay by the date indicated on the invoice. Gadsden County will provide all testing technology and materials to the Contractor(s).

- 3.4 **Hours of Service:** The contractor shall provide services to the Employer as stated in section 1.2 of this contract. Contractors are to work a maximum of 37.5 hours per week with the exclusion of all district, state, and federal holidays or natural disasters. Contractor(s) approved by Employer to work in addition to 40 hours subjects the Employer to a rate increase, at the current rate plus \$25 an hour each additional hour (e.g., Speech Pathologist \$65.00/hr +\$20.00= \$85.00/hr). **The SLP shall provide in-person therapy services independently to one school site. Size of caseload will be agreed upon between Contractor and Employer.**

SECTION 4 - TERMINATION

- 4.1 **Termination at Will.** Violation of Florida Department of Education and Gadsden County School Board ethics, policies, and procedures committed by any Independent Contractor employed under the Contractor may be terminated by the Employer immediately, at will, and at the sole discretion of the Employer. The contractor may terminate the Independent Contractor Agreement within ten days of the infraction.

SECTION 5 - CONTRACTOR STATUS

- 5.1 Employer acknowledges that **KENDALLS VOICE THERAPY SERVICES PLLC** is a Contractor that employs Independent Contractors and is not an agent, partner, joint venture, or employee of Employer. The contractor shall have no authority to bind or otherwise obligate the Employer in any manner beyond the terms of this Agreement, nor shall the Contractor represent to anyone that it has a right to do so. Contractor further agrees that if the Employer suffers any loss or damage due to a violation of this provision, the Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 **Assignment.** The Contractor shall not assign any of its rights under this agreement or delegate the performance of any of its duties hereunder without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 6.1 Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing Contractor's duties entirely under this Agreement unless agreed upon by both Employer and Contractor in writing with an addendum to the contract.
- 6.2 Contractor represents that the appropriate licensing agency licenses all Independent Contractors within the arch of **KENDALLS VOICE THERAPY SERVICES PLLC** for the Florida Department of Health (FDOH) or Florida Department of Education (FDOE) within a respected profession and that they are in good standing with such agency.

Kendall's Voice, Therapy Services PLLC
2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any condition that imposes upon Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Employer.
- 7.2 This Agreement shall be governed by and construed per the laws of the State of Florida and the Florida Department of Education's scope of practice.
- 7.3 **Severability.** Suppose any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid. In that case, such invalidity shall not affect other provisions or applications of these policies and regulations, which can be effected without the invalid provision or application. To this end, the provisions of these policies and regulations are severable. In lieu thereof, a provision shall be added as similar to such illegal, invalid, and unenforceable provision as possible and be legal, valid, and enforceable.

Gadsden County School Board

By: _____
Superintendent of Schools

Date: _____

By: _____
Chairman of the School Board

Date: _____

By: _____
Representative of Kendall's Voice, Therapy Services PLLC

Date: _____

Independent Consultant. Provider's relationship to the School District in performing this Engagement Agreement is that of an independent contractor. The personnel performing services under this Engagement Agreement shall be independent contractors of the Provider and not employees of the School District. The School District and the contractor will be responsible for negotiating the time and place for the services.

Kendall's Voice, Therapy Services PLLC
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info@kendallsvoicetherapyservices.com

Authority. The provider and its officers, managers, employees, independent contractors, and agents are now authorized to perform or cause to be performed all acts associated with providing services rendered hereunder. The provider, however, is not responsible for the failure of any third party to perform correctly.

Nonexclusive. During this Agreement, the Provider may provide services to other school districts. Consequential Damages. Under no circumstances shall Provider and its officers, managers, employees, and agents be liable to the School District or any other person or entity for any special, indirect, or consequential loss or damage, whether or not such loss or damages caused by the fault, breach of contract, or negligence of provider and its officers, managers, employees, and agents or independent contractors. This exclusion of liability also includes loss of profits or revenue, costs of capital, damage to or loss of use of equipment or facilities, or any claims of School Districts, parents, or any third party.

Lack of Qualified Personnel. The provider has the right to terminate this Agreement at any time if it cannot locate a contractor suitable to provide the services contemplated herein without the payment of penalty or damages.

Indemnification. To the extent permitted by applicable law, the School District and Provider agree to cooperate in addressing any claims, losses, costs, expenses, damages, or liabilities (including reasonable attorney fees) arising out of or in connection with this Engagement Agreement or the performance of services hereunder. This provision is intended to provide reasonable protection to Provider and its personnel in connection with claims arising from the services provided under this Agreement, including claims alleging negligence by Provider in the performance of such services. The parties agree to provide prompt notice of any claim for which indemnification may be sought and to reasonably cooperate with one another in responding to and resolving such claims. Nothing in this provision shall require either party to assume responsibility for matters beyond the scope of its obligations under this Agreement or as otherwise limited by applicable law.

Entire Agreement. This Engagement Agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties concerning the subject matter of this Engagement Agreement.

Waiver. If one party breaches this Engagement Agreement, failure of the other party to enforce any right under this Engagement Agreement shall not be deemed a waiver of any right hereunder. The rights and remedies of the parties as outlined in this Engagement Agreement are not exclusive and are in addition to any rights and remedies provided by law. No waiver of any provision of this Engagement Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver of constitution continuing waiver. No waiver shall be binding unless executed in writing by the party making a waiver.

Severability. Should any provision of this Engagement Agreement be held void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were initially deleted.

Choice of Law. This Engagement Agreement is deemed to be made under and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

Venue. Exclusive venue for any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be in Gadsden County Circuit Court of the State of Florida or, subject to applicable jurisdictional requirements, in the United States District Court for the District of

Kendall's Voice, Therapy Services PLLC
2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

Florida. Each party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

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2634-2 Graves road Tallahassee, FL.
info@kendallsvoicetherapyservices.com

Florida. Each party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Chairman of the Gadsden County School District Board

Name: Leroy McMillan

Title: Chairperson

Signature: _____

Date: _____

Superintendent of the Gadsden County School District

Name: Elijah Key, Jr.

Title: Superintendent

Signature: _____

Date: _____

Kendall's Voice, Therapy Services, PLLC

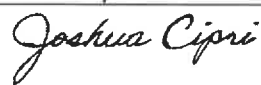
Name: Raven Blake

Title: Owner/Therapist

Signature: _____

Date: _____

Client # 3593257

MEMORANDUM OF INSURANCE				Date Issued 01/06/2026	
Producer AMBA P.O. Box 14554 Des Moines, IA 50306 1-800-375-2764			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured Raven D Blake 2634 Graves road Apt 2 Tallahassee, FL 32303			Company Affording Coverage Liberty Insurance Underwriters, Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH E Speech Language Pathologist	AHY-1259072101	09/22/2025	09/22/2026	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000
PROOF OF INSURANCE					
Memorandum Holder: PROOF OF COVERAGE ONLY			Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative Joshua Cipri		
					

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Ron DeSantis**

Governor

Joseph A. Ladapo, MD, PhD

State Surgeon General

Vision: To be the Healthiest State in the Nation

FLORIDA DEPARTMENT OF HEALTH

CONFIRMATION OF LICENSE

NAME: MRS. RAVEN DE 'ANNA BLAKE
PROFESSION: SPEECH-LANGUAGE PATHOLOGIST
LICENSE NUMBER: SA24274
EFFECTIVE DATE: 12/12/2025

MAILING ADDRESS: 2634 GRAVES ROAD APT 2

TALLAHASSEE, FL 32303

ATTENTION:

PRACTICE ADDRESS: 2634 GRAVES ROAD APT 2

TALLAHASSEE, FL 32303

ATTENTION:

NOTE:

This document confirms receipt of an application for the above-named practitioner. Online licensure confirmation can be viewed by visiting <http://www.FLHealthsource.gov> and selecting "Verify A License". To download a copy of your e-license, please navigate to the "Licensure Documents" menu located within the "Additional Activities" section of your MQA Dashboard within 2 business days of the approval of your renewal. If additional information is needed, you will receive a separate request. If you do not receive a request for additional information within 30 days, please contact us at (850) 488-0595.

Florida Department of Health
Division of Medical Quality Assurance • Bureau of Operations
4052 Bald Cypress Way, Bin C-10 • Tallahassee, FL 32399-3251
PHONE: 850-488-0595 • FAX: 850-245-4791
FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7I

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM:

Contractual agreement between the School Board of Gadsden County Speech and Dysphagia Consulting Group, LLC.

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

This agreement with Speech and Dysphagia Consulting Group, LLC, will provide Speech/Language services (including, but not limited to intervention services, assessments, evaluations, counseling, consulting, collaboration, and support to families, school staff and administrators), in a position not filled by the School Board of Gadsden County.

FUND SOURCE: FEFP Dollars

AMOUNT:

\$65.00 per hour (for actual hours worked) Speech Language Pathologist
\$40.00 per hour (for actual hours worked) Speech Language Pathologist Assistant

PREPARED BY: Kesandra Brown

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 6,8

CHAIRMAN'S SIGNATURE: page(s) numbered 6,8

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be uplicated on light blue paper.

REVIEWED BY: _____

INDEPENDENT CONTRACTOR SPEECH-LANGUAGE PATHOLOGIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between The School Board of Gadsden County (hereinafter "Employer"), and Speech and Dysphagia Consulting Group, LLC, an independent contractor (hereinafter "Contractor");

WHEREAS, the Employer desires to retain the services of Contractor, and Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. Employer agrees to hire Contractor, at will, for a term commencing on August 1, 2026 and continuing until June 30, 2027 or until terminated in accordance with Section 4 of this agreement.

1.2 Duties. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. The schedule of service days, hours, and locations shall be mutually determined by the Contractor and the Director of Exceptional Student Education Services or their designee. Contractor's duties shall include the following:

1. Perform speech-language therapy services in accordance with the Individual Education Plan (IEP) for each individual student
2. Set up appropriate treatment plans and establish short- and long-term goals and objectives for inclusion on the Individual Education Plan.
3. Assist with selection and/or modifications of classroom environment to meet the student's needs.
4. Instruct the student and teacher in activities that facilitate optimal progress towards goals.
5. Train and supervise speech-language pathologists assistants (SLPAs) with implementation of IEP goals and all other SLPA responsibilities within their scope of practice.
6. Assist instructors regarding carry over of appropriate treatments through demonstration and supervision in the classroom, as appropriate.
7. Share information regularly with the teacher who coordinates the IEP of identified students.
8. Check in with building office/principal upon entering and leaving the building and complete Sign-In Sheet.
9. Prepare clinical and 9-week IEP progress notes for incorporation into the educational records of the students receiving therapy.
10. Perform Speech/Language Evaluations and reports.
11. Provide professional liability insurance for Speech-Language Therapy which will hold harmless the school district for possible incidents which may occur during treatment provided by contractor.
12. Provide home written programs when appropriate. Participate in professional development activities as agreed upon by the Contractor and the Employer.
13. Conform to all applicable policies and procedures of The School Board of Gadsden County and

- the Florida Regulatory Statutes. 14. Not attempt to collect for therapy services from either student, family, or any governmental, private, or public agency other than The School Board of Gadsden County during the period of this contract. 15. Meet and maintain the certification, licensure, and qualification requirements for Speech-Language Pathologist(s) and Speech-Language Pathologist Assistant(s).
16. Submit biweekly a prepared statement of charges and student service vouchers to The School Board of Gadsden County. 17. Submit monthly Medicaid billing of speech therapy services rendered under this contract.
18. Provision of teletherapy services (as indicated) upon request of The School Board of Gadsden County.

Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her ability, and in the best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

- 2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to

disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

2.2 Return of Documents. Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

2.4 No Release. Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

3.1 Compensation. In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to Erika Osborne-Raines the following for up to 37.5 hours per work week:

- \$65.00 per hour for each Master’s Level Speech-Language Pathologist with their Certificate of Clinical Competence providing in-person therapy and/or teletherapy.
- \$40.00 per hour for each Speech-Language Pathologist Assistant providing in-person therapy and/or teletherapy.
- The Contractor shall be compensated for attending mandatory district professional development.
- Non-reimbursable activities include: Sick days, holidays, vacation days, lunch time (30 minutes), continuing education activities other than those approved of by Employer, travel/mileage
- Voluntary professional development will not be reimbursed unless written pre-approval is obtained from the Exceptional Student Education Department and the school principal.
- Size of caseload will be agreed upon between Contractor and Employer.

****Contingency Clause -** Payment contingent upon accurate biweekly submission of service logs with school based administrative signature. If service logs are found to be inaccurate by the Employer, the Employer will notify Contractor immediately so that necessary corrections can be made for timely submission.**

****Full payment is expected within 14 days of accurate invoice. Failure to do so will be considered breach of contract.****

- 3.2 **Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 Employer or Contractor may terminate this Agreement no earlier than 30 days after receiving written notice. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1 Contractor acknowledges that she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 **Assignment.** The Contractor shall not assign any of her rights under this agreement or delegate the performance of any of her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 6.1 Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 6.2 Contractor represents that she is licensed by the appropriate licensing agency for the Speech-Language Pathology profession and that she is in good standing with such agency.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- 7.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.
- 7.3 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.4 **Severability**. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.
- 7.5 **Licensure Requirements**. The Contractor shall maintain active and valid licensure in the State of Florida for the services described in Section 1.

7.6 The Employer will provide the Contractor with the following:

ENVIRONMENT:

1. a) Adequate space, i.e., gym, cafeteria, clinic, and empty classrooms
2. b) Housekeeping
3. c) Other equipment and supplies as agreed upon by the Board and the Vendor

ADMINISTRATION:

4. a) Coordination of the overall program
5. b) Communication with school district staff as appropriate

7.7 Background Screening

Prior to entering school grounds while students are present, the Contractor must undergo fingerprinting and background screening in accordance with Florida law. The Contractor is responsible for all costs associated with fingerprinting and background checks. The Employer reserves the right to deny school access to any individual whose background does not meet established legal and district standards.

7.8 Governing Law and Modification

This Agreement shall be governed by the laws of the State of Florida. No modifications or amendments shall be valid unless made in writing and signed by both parties. If any provision is deemed invalid, the remaining terms shall remain in full force and effect. Any disputes may be submitted to arbitration upon mutual agreement. Legal jurisdiction lies with the Second Judicial Circuit Court in Gadsden County, Florida.

7.9 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Employer, its agents, and employees

from any and all claims, losses, or damages arising out of or related to the Contractor's performance under this Agreement. This clause shall survive the termination of the Agreement.

7.10 Professional Standards

The Contractor shall perform services in accordance with the highest professional and ethical standards and comply with all applicable regulations from the Florida Department of Health, Florida Department of Education, and the Employer.

7.11 License Submission

The Contractor shall provide the Employer with a copy of the professional license of the Speech-Language Pathologist performing services under this Agreement.

7.12 Medicaid Documentation

The Contractor shall submit all documentation required by the Employer for Medicaid reimbursement related to services provided under this Agreement.

7.13 Assignment of Agreement

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

7.14 Dispute Resolution

The Contractor and the Superintendent of Schools, or their designees, shall make good faith efforts to resolve any disputes prior to initiating legal proceedings.

7.15 Documentation and Invoicing

The Contractor shall maintain a student schedule reflecting service hours for each ESE student and submit a weekly service log to the Employer by the first business day of the next week. Upon verification, payment will be issued within 14 days of receipt of a valid invoice. MAX CAPTURE billing documentation must accompany invoices; failure to do so may delay payment.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20_____.

School Board Chairman

Superintendent of Schools

Independent Contractor

Erika Osborne-Raines-Owner of Speech and
Dysphagia Consulting Group, LLC

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Superintendent of Gadsden School District

Name: Elijah Key

Title: Superintendent

Signature: _____

Date: _____

Chairman of Gadsden School District Board

Name: Leroy McMillian

Title: Chairman

Signature: _____

Date: _____

Speech and Dysphagia Consulting Group, LLC

Name: Erika Raines

Title: Owner/Therapist

Signature: _____

Date: _____

MEMORANDUM OF INSURANCE

Date Issued 08/19/2026

Producer

AMBA
P.O. Box 14554
Des Moines, IA 50306
1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Insured

Erika Raines
2062 Hansell Hill Drive
Tallahassee, FL 32308

Company Affording Coverage
Liberty Insurance Underwriters, Inc.

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of each Certificate. The limits shown may have been reduced by paid claims.

The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium has been successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Speech-Language Pathologist	AHY-855010010	01/25/2026	01/25/2027	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000

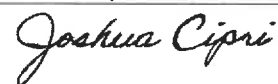
ROOF OF INSURANCE

Memorandum Holder:

ROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Joshua Cipri



ERIKA ROCHELLE RAINES

License Number: SZ3754

Data As Of 8/19/2026

Profession	Provisional Speech-Language Pathologist
License	SZ3754
License Status	Null And Void/
License Expiration Date	8/23/2007
License Original Issue Date	08/23/2005
Address of Record	If further information is needed, please contact the Department of Health at (850) 488-0595.
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:

Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:

1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a \$25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Discipline Found

Public Complaints

No Public Complaint Found

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ELEEANA ALEEN RUIZ

License Number: SI6644

Data As Of 8/19/2026

Profession	Speech-Language Pathology Assistant
License	SI6644
License Status	Clear/Active
License Expiration Date	12/31/2027
License Original Issue Date	09/20/2023
Address of Record	102 Boykin Ave. Chattahoochee CHATTAHOOCHEE, FL 32324
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

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Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
WILLIAMS, JUSTINA	SUPERVISOR	SPEECH-LANGUAGE PATHOLOGIST	14161	10/10/2023

Click on the License Number to view License Details for that Practitioner

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Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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[Discipline Public Records Request](#)

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Division of Medical Quality Assurance

Public Records

4052 Bald Cypress Way, Bin C01

Tallahassee, FL 32399-3251

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Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
WILLIAMS, JUSTINA	SUPERVISOR	SPEECH-LANGUAGE PATHOLOGIST	14161	10/10/2023

[Click on the License Number to view License Details for that Practitioner](#)

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KASSANDRA GONZALEZ

License Number: SI6412

Data As Of 8/19/2026

Profession	Speech-Language Pathology Assistant
License	SI6412
License Status	Clear/Active
License Expiration Date	12/31/2027
License Original Issue Date	07/05/2023
Address of Record	815 E Magnolia Dr QUINCY, FL 32351
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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1. Full name and license number of the practitioner;
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Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
WILLIAMS, JUSTINA	SUPERVISOR	SPEECH-LANGUAGE PATHOLOGIST	14161	08/03/2023

Click on the License Number to view License Details for that Practitioner

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Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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[Discipline Public Records Request](#)

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Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
WILLIAMS, JUSTINA	SUPERVISOR	SPEECH-LANGUAGE PATHOLOGIST	14161	08/03/2023

Click on the License Number to view License Details for that Practitioner

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SHANI DIAMOND ASHCROFT

License Number: ISW20526

Data As Of 8/19/2026

Profession	Registered Clinical Social Worker Intern
License	ISW20526
License Status	Clear/Active
License Expiration Date	6/17/2029
License Original Issue Date	06/18/2024
Address of Record	28 Golden Loop CRAWFORDVILLE, FL 32327
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

[Discipline Public Records Request](#)

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:

Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:

1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a \$25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
GILBERT, JORDON MARISSA	SUPERVISOR	LICENSED CLINICAL SOCIAL WORKE	17295	06/18/2024
GRAVES, GLENN AUGUST	SUPERVISOR	LICENSED CLINICAL SOCIAL WORKE	6702	09/28/2025

Click on the License Number to view License Details for that Practitioner

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7j

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM:

Gadsden Mental Health Application: Mental Health Assistance Allocation Plan

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

The Youth Mental Health Awareness Training (YMHA) Plan and Mental Health Assistance Allocation (MHAA) Plan are to provide supplemental funding to the district so schools can establish and/or improve mental health care, awareness and training and offer a continuum of services. These allocations are appropriated annually to serve students and families through resources designed to foster quality mental health.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: KeSandra Brown

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 14

CHAIRMAN'S SIGNATURE: page(s) numbered 14

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be uplicated on light blue paper.

REVIEWED BY: _____

APPROVAL AND AUTHORIZATION

The undersigned hereby acknowledge and approve the **Gadsden County School District Mental Health Assistance Allocation Plan** and authorize its implementation in accordance with applicable Florida Statutes, State Board of Education requirements, and district policies and procedures.

By signing below, the Board Chairperson and Superintendent affirm their approval of this plan and authorize the Gadsden County School District to utilize the Mental Health Assistance Allocation funds in accordance with the approved plan.

Approved by the Gadsden County School Board:

Board Chairperson: _____

Printed Name: _____

Date: _____

Superintendent: _____

Printed Name: _____

Date: _____

2026-27 |

HOPE
COMMUNICATION
RESILIENCE
WELLNESS
KINDNESS



FAMILY
POSITIVITY
AWARENESS
WELLNESS
MENTAL
HEALTH

Gadsden

MENTAL HEALTH APPLICATION

Mental Health Assistance Allocation Plan



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I. Introduction

Plan Purpose

The Mental Health Assistance Allocation (MHAA) is created to provide funding to assist local education agencies (LEA) in implementing their school-based mental health assistance program pursuant to section (s.) 1006.041, Florida Statutes (F.S.).

Each LEA must implement a school-based mental health assistance program that includes training classroom teachers and other school staff to detect and respond to mental health concerns and connect children, youth and families experiencing behavioral health needs with appropriate services. The program must also implement a multi-tiered system of supports to expand access to evidence-based mental health services, including assessment, diagnosis, intervention, treatment and recovery, for students with mental health or co-occurring substance use needs and those at high risk.

These funds are allocated annually in the General Appropriations Act to each eligible LEA.

Each LEA shall receive a minimum of \$100,000, with the remaining balance allocated based on each school district's proportionate share of the state's total unweighted full-time equivalent student enrollment

Charter schools that submit a plan separate from the LEA are entitled to a proportionate share of LEA funding. A charter school plan must comply with all of the provisions of this section, must be approved by the charter school's governing body, and must be provided to the charter school's sponsor. *(Section [s.] 1006.041, Florida Statutes [F.S.])*

Submission Process and Deadline

The application must be submitted to the Florida Department of Education (FDOE) by **August 1, 2026**.

There are two submission options for charter schools:

- Option 1: District submission includes charter schools in their application.
- Option 2: Charter school(s) submit a separate application from the district.

II. MHAA Plan

A. MHAA Plan Assurances

1. LEA Assurances

One hundred percent of state funds are used to establish or expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services.



Other sources of funding will be maximized to provide school-based mental health services (e.g., Medicaid reimbursement, third-party payments and grants).



Collaboration with FDOE to disseminate mental health information and resources to students and families.



A system is included for tracking the number of students at high risk for mental health or co-occurring substance use disorders who received:



- targeted mental health screenings or assessments;
- the number of students referred to school-based mental health services providers;
- the number of referrals made to school-based mental health services providers;
- the number of students referred to community-based mental health services providers;
- the number of referrals made to community-based mental health services providers;
- the number of students who received school-based interventions, services or assistance;
- and the number of students who received community-based interventions, services or assistance.

MHAA Plans for charter schools that opt out of the LEA MHAA plan have been reviewed by the LEA charter school sponsor.



Curriculum and materials purchased using MHAA funds have reviewed by the LEA and all content is in compliance with State Board of Education Rules and Florida Statutes.



The MHAA Plan is focused on a multi-tiered system of supports to deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses. Section 1006.041, F.S.



2. LEA School Board Policies and Procedures

Students referred to a school-based or community-based mental health services provider for mental health screening for the identification of mental health concerns and students at risk for mental health disorders are assessed within 15 calendar days of referral.



School-based mental health services are initiated within 15 calendar days of identification and assessment.



Community-based mental health services are initiated within 30 calendar days of referral.



Parents of students receiving services are provided information about other behavioral health services available through the student's school or local community-based behavioral health services providers.



Individuals living in a household with a student receiving services are provided information about behavioral health services through other delivery systems for which such individuals may qualify if such services appear to be needed or enhancements in those individuals' behavioral health would contribute to the improved well-being of the student.



LEA-adopted assessment procedures, at a minimum, include the use of a Department-approved functional assessment tool as required in Rule 6A-4.0013, Florida Administrative Code (F.A.C.) (effective February 24, 2026).



LEA schools and local mobile response teams use the same suicide screening instrument approved by FDOE pursuant to s. 1012.583, F.S., and Rule 6A-4.0010, F.A.C.



Procedures to assist a mental health services provider or a behavioral health provider as described in s. 1006.041, F.S., respectively, or a school resource officer or school safety officer who has completed mental health crisis intervention training in attempting to verbally de-escalate a student's crisis situation before initiating an involuntary examination pursuant to s. 394.463, F.S.



Procedures include strategies to de-escalate a crisis situation for a student with a developmental disability as that term is defined in s. 393.063, F.S.





The requirement that in a student crisis situation, the school or law enforcement personnel must make a reasonable attempt to contact a mental health professional who may initiate an involuntary examination pursuant to s. 394.463, F.S., unless the child poses an imminent danger to self or others before initiating an involuntary examination pursuant to s. 394.463, F.S. Such contact may be in person or using telehealth, as defined in s. 456.47, F.S. The mental health professional may be available to the LEA either by contracts or interagency agreements with the managing entity, one or more local community behavioral health providers, the local mobile response team or be a direct or contracted LEA employee. Note: All initiated involuntary examinations located on school grounds, on school transportation or at a school-sponsored activity must be documented in the Involuntary Examinations and Restraint and Seclusion (IERS) platform.

B. LEA Program Implementation

1. MHAA-Funded Evidence-Based Program (EBP)

#1

Evidence-Based Program (EBP)

Navigate 360 Compass Curriculum

Identify the source of the evidence-based program chosen.

If there are multiple sources, please select only one.

Other: Navigate360.com

Tier(s) of Implementation

Tier 1, Tier 2, Tier 3

Describe the key EBP components that will be implemented.

Explicit Social-Emotional Learning (SEL) Instruction:

Provides structured lessons that teach students self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

Resilience and Coping Skills Development:

Teaches students strategies to manage stress, regulate emotions, overcome challenges, develop perseverance, and build protective factors that support mental wellness.

Skill Modeling and Practice:

Students are provided opportunities to observe, discuss, and practice skills through scenarios, reflection activities, role-play, and guided discussions.

Positive Decision-Making and Problem-Solving:

Students learn strategies for analyzing situations, considering consequences, resolving conflicts, and making responsible choices.

Relationship Building and Connectedness:

Activities promote positive peer relationships, empathy, communication skills, and a sense of belonging within the school community.

Progress Monitoring and Data Collection:

Student participation, lesson completion, engagement data, and behavioral/social-emotional indicators will be reviewed to measure implementation and determine areas requiring additional support.

Tiered Support Through MTSS:

The curriculum will be implemented as part of a Multi-Tiered System of Supports (MTSS) framework, providing universal prevention (Tier 1) and targeted supports (Tier 2/3) for students needing additional social-emotional or behavioral interventions.

Early Identification

Explain how your program strategies will reduce the likelihood of at-risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

Building Emotional Awareness and Self-Regulation Skills: Students will learn to identify emotions, recognize stress responses, and apply coping strategies to manage difficult feelings, anxiety, frustration, and challenging situations.

Developing Resilience and Coping Skills: Students will receive instruction on perseverance, problem-solving, goal setting, and overcoming adversity, which can increase their ability to respond positively to stress, trauma, and life challenges.

Strengthening Protective Factors: Lessons will promote positive relationships, peer connections, empathy, communication skills, and help-seeking behaviors that reduce isolation and increase students' sense of belonging and support.

Teaching Healthy Decision-Making and Problem-Solving: Students will learn strategies to evaluate choices, manage conflicts, consider consequences, and make responsible decisions when faced with academic, social, or personal challenges.

Supporting Students Impacted by Trauma and Violence: The program provides trauma-informed strategies that help students understand the impact of difficult experiences, develop emotional regulation techniques, and identify safe adults and available school/community supports.

Promoting Mental Health Awareness and Help-Seeking Behaviors: Students will be encouraged to recognize warning signs of emotional distress in themselves and others and understand when and how to seek assistance from trusted adults, school counselors, mental health professionals, and support systems.

Early Identification and Intervention Through MTSS: Student needs will be monitored through school-based data, staff observations, and existing intervention systems to ensure students demonstrating increased social-emotional or behavioral needs receive additional supports and referrals.

High Risk Students

Explain how the multitiered system of supports will deliver evidence-based mental health assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and students at high risk of such diagnoses.

Tier 1 – Universal Prevention and Mental Health Promotion

- Provide all students with access to evidence-informed social-emotional learning (SEL), resiliency education, and prevention supports through programs such as Navigate360 Resiliency Education.
- Teach skills related to emotional regulation, coping strategies, stress management, problem-solving, healthy relationships, and help-seeking behaviors.

- Implement school-wide mental health awareness activities to reduce stigma and increase student access to support.
- Provide staff training in trauma-informed practices, suicide prevention awareness, behavioral supports, and early identification of student needs.
- **Tier 2 – Targeted Mental Health Intervention**
 - Utilize student data, behavioral indicators, attendance patterns, disciplinary data, teacher referrals, and screening information to identify students requiring additional supports.
 - Provide targeted interventions through school-based mental health professionals, including school counselors, social workers, psychologists, and other qualified providers.
 - Deliver evidence-based interventions focused on areas such as anxiety management, coping skills, emotional regulation, social skills development, and behavioral support.
 - Monitor student progress through intervention data and adjust supports based on student response.
- **Tier 3 – Intensive Mental Health Services and Treatment Supports**
 - Provide individualized, intensive supports for students with significant mental health needs, diagnosed mental health conditions, trauma histories, or co-occurring substance use concerns.
 - Conduct comprehensive assessments and collaborate with families, community mental health providers, and healthcare professionals as appropriate.
 - Develop individualized intervention plans that address academic, behavioral, social-emotional, and mental health needs.
 - Connect students and families with appropriate community-based mental health services, crisis supports, counseling, treatment providers, and recovery resources.
 - Support continuity of care through coordinated communication among school staff, families, and service providers while maintaining confidentiality requirements.

2. Additional Programs (optional)

#1

Program Name

Zones of Regulation

Tier(s) of Implementation

Tier 1, Tier 2, Tier 3

Program Description

Provide a brief description of the program and its purpose.

The Zones of Regulation® is an evidence-informed social-emotional learning curriculum designed to teach students self-regulation, emotional awareness, and coping skills. The program uses a color-coded framework to help students identify their emotions, recognize their level of alertness, understand how their feelings impact their behavior, and select appropriate strategies to regulate their emotions and responses.

The purpose of the program is to increase students' ability to recognize and manage emotions, develop executive functioning skills, improve problem-solving abilities, and promote positive behavioral outcomes. Through explicit instruction, modeling, guided practice, and individualized strategies, students learn tools to manage stress, frustration, anxiety, conflict, and other challenges that may impact learning and social interactions.

Within the Multi-Tiered System of Supports (MTSS) framework, Zones of Regulation® serves as an evidence-informed social-emotional and behavioral support that promotes prevention, early intervention, and skill development for students who may be at risk for emotional regulation difficulties, behavioral challenges, or mental health concerns. The program supports the development of resilience, independence, self-advocacy, and successful participation in the school environment.

3. Policy, Roles, and Responsibilities

Direct Employment

Explain how direct employment of school-based mental health services providers (school psychologists, school social workers, school counselors and other licensed mental health professionals) will reduce staff-to-student ratios.

The district will use Mental Health Assistance Allocation funds to directly employ school psychologists, school social workers, school counselors, and other licensed mental health professionals. Increasing the number of providers will reduce student to provider ratios, decrease caseloads and expand access to timely, direct mental health services. Additional staff will provide counseling, screening, assessment, behavioral and social emotional interventions, crisis support, case management and referrals through the district's MTSS framework. Staffing will be prioritized based on student enrollment, identified mental health needs, referrals, attendance and behavioral data. The district will monitor student to provider ratios, caseloads, number of students served, service frequency and response times quarterly to measure progress and adjust staffing as needed.

Policies and Procedures

Describe your LEA's established policies and procedures to increase the amount of time student services personnel spend providing direct mental health services (e.g., review and revision of staffing allocations based on school or student mental health assistance needs).

Gadsden County Schools reviews student mental health needs, caseloads, referrals, attendance, behavioral data and school level needs to determine and adjust Student Services and Mental Health staffing allocations. Staff are assigned and schedules are reviewed to maximize time providing direct mental health services, including counseling, social emotional interventions, screenings, crisis support and case management. Staffing and caseloads are reviewed quarterly, with adjustments made based on student needs and available resources. Administrative and non direct duties are minimized or reassigned when feasible so mental health personnel can prioritize direct services. The district monitors student to provider ratios, caseloads, number of students served, service frequency and direct service time to ensure resources are effectively meeting student mental health needs.

Providers and Partners

Describe the role of school-based mental health providers and community-based partners in the implementation of your evidence-based mental health program.

Gadsden County Schools' school based mental health providers will provide direct counseling, screenings, social emotional interventions, crisis support, behavioral services and case management through the MTSS framework. Community based partners will provide specialized assessments, treatment, referrals and ongoing services beyond the school setting. Both will collaborate with families and school teams to ensure coordinated, timely and continuous mental health support for students.

4. Community Contracts/Interagency Agreements

Community Contracts/Interagency Agreements

List the contracts or interagency agreements with local behavioral health providers or Community Action Team (CAT) services and specify the type of behavioral health services being provided on or off the school campus.

Panhandle Therapy Center

Apalachee (Community Action Team)

Disc Village

Florida State Multidisciplinary Center

Abella Pregnancy Center

Pancare of Florida

5. Employment Verification

#1

[Regular School Board Meeting Agenda.pdf](#) 

C. MHAA Planned Funds and Expenditures

1. Allocation Funding Summary

MHAA funds provided in the 2026-2027 Florida Education Finance Program (FEFP):

\$357,077

Unexpended MHAA funds from previous fiscal years:

0

Grand Total MHAA Funds:

\$357,077

2. MHAA planned Funds and Expenditures Form

Please complete the **MHAA planned Funds and Expenditures Form** to verify the use of funds in accordance with s. 1006.041, F.S.

LEA's are encouraged to maximize third-party health insurance benefits and Medicaid claiming for services, where appropriate.

Uploaded Document:

[26-27 MHAA Planned Funds and Expenditures form pdf final .pdf](#) 

D. LEA School Board Approval

This application certifies that the School Superintendent and School Board approved the district's MHAA Plan, which outlines the local program and planned expenditures to establish or expand school-based mental health care consistent with the statutory requirements for the MHAA in accordance with s. 1006.041(14), F.S.

Note: The charter schools listed below have ***Opted Out*** of the LEA's MHAA Plan and are expected to submit their own MHAA Plan to the LEA for review.

Charter School Number and Name

Approval Date:

08/26/2026

Mental Health Assistance Allocation (MHAA) Plan

2026-2027

Due August 1, 2026

District Name: **Gadsden County School District**

Planned Funds and Expenditures 2026-2027

Section 1. MHAA Plan Funding Summary		\$ Amount
MHAA provided in the 2026-2027 Florida Education Finance Program:		\$357,077.00
Unexpended MHAA rollover funds from previous fiscal years: <i>Please confirm the unexpended amount with your Finance Department.</i>		\$0.00
Total MHAA Plan Funds for Section 1:		\$357,077.00

Section 2. Planned Expenditure Summary – School-Based Services Funded by the MHAA Plan		Total \$ Amount
Profession	Total Number	
School Counselor(s) – DOE-certified	0	\$0.00
School Psychologist(s) – DOE-certified	1	\$30,155.40
School Social Worker(s) – DOE-certified	4	\$267,696.00
DOH Licensed Mental Health Services Providers (LP, LCSW, LMFT, LMHC, Provisional)	0	\$0.00
Mental Health Administrator(s)	1	\$39,546.00
Mental Health Support Staff (Upload in CIMS School Board Documentation)	0	\$0.00
Total Planned Expenditures for Section 2:		\$337,397.40

Section 3. MHAA Continued Summary of Planned Expenditures (Itemized expenditures)	\$ Amount
Expenditures for services provided by community-based mental health program agencies or providers:	
N/A	\$0.00
Expenditures for professional learning and training:	
Navigate 360 Mental Health Component	\$19,679.60
Expenditures for travel (in-county, out-of-county, in-state, out-of-state):	
N/A	\$0.00
Expenditures for supplies, materials and equipment:	
N/A	\$0.00
Charter School Proportionate Share:	
N/A	\$0.00
Additional Expenditures (Total from sheet 2):	\$0.00
Total Planned Expenditures for Section 3:	\$19,679.60
Planned unexpended rollover MHAA funds:	\$0.00
Submission Date:	8/26/2026

See tab below for additional page to include itemized expenditures.

If you experience difficulty completing this form electronically, contact 850-245-7851 or StudentSupportServices1@fldoe.org.

Form Revised 3/11/2026

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7k

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: Instructional Empowerment

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Instructional Empowerment was originally approved for \$30,000.00 pending grant allocation on May 26, 2026. Due to school closures, we would no longer have 12 site licenses as in prior years. For the 2026-2027 school year, Instructional Empowerment will serve 10 users. This tool will be used to facilitate teacher evaluations, walkthroughs, and professional growth using evidence-based frameworks through the Marzano Teacher Evaluation Model.

FUND SOURCE: Title II Grant (Pending Grant Allocation)

AMOUNT: \$25,000.00

PREPARED BY: Kysha Washington-Hopkins



POSITION: Director of Professional Learning



INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered:

CHAIRMAN'S SIGNATURE: page(s) numbered:

REVIEWED BY:



INVOICE

Company Address
Instructional Empowerment, Inc.
dba Marzano Evaluation Center
175 Cornell Rd., Suite 18
BlairsvillePA 15717
US

INVOICE Number Q-33898
INVOICE Date 7/20/2026

Program Partner Phone
Michelle Dean

Payment Terms Net 30

Make checks payable to: Instructional Empowerment, Inc.

Bill To Name
Bill To
Gadsden Co School District
35 Martin Luther King Jr Blvd
Quincy,
FL
32351
US

Contact Name
Phone
Email

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED
10.00	TEC-iO-R1y-Bdg-102-Marz	IE Observation Annual License, Marzano (Building) - Renewal. 1-year license including up to 102 user licenses. Gadsden County School District IE Observation 26-27 Renewal Term: 10/1/26 - 9/30/27	USD 2,500.00	USD 25,000.00
SUBTOTAL:				USD 25,000.00
TOTAL:				USD 25,000.00

Instructional Empowerment, Inc. Terms & Conditions

Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Instructional Empowerment, Inc. or associated DBAs.

Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Instructional Empowerment, Inc." or "Marzano Evaluation Center," and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717. **A processing fee will be applied to all credit card payments.**

Terms

Standard payment terms are net 30 from date of invoice. Instructional Empowerment reserves the right to charge interest at the rate of 0.5% per month on past due balances. Instructional Empowerment also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

Scheduling

On-site training and professional development sessions require 30 days advance notice. Payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee.

All training sessions must be scheduled no later than 12 months following receipt of purchase order.

Cancellation

Virtual Sessions may be cancelled or rescheduled 7 or more calendar days before the scheduled date of the event without penalty. Customers who cancel/reschedule the virtual session within 1-6 calendar days prior to the event, will be charged 50% of the event price. If the Customer does not show up for the event, or cancels on the day of the event, the Customer is responsible for 100% of the event price.

On-Site Trainings may be cancelled or rescheduled 14 or more calendar days before the scheduled training date without penalty. Customers who cancel/reschedule the on-site training up to 3 calendar days prior to the training date will be charged 50% of the training price. For cancellations 0-3 calendar days before the scheduled training date, including no-shows or same-day cancellations, will be charged 100% of the training price.

All cancellation or rescheduling requests must be made with the Scheduling Team either by email to scheduling@instructionalempowerment.com or by phone by calling toll free 1-866-731-1999.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion.

Shipping and Handling

Print materials are shipped via media mail or ground services. Materials are invoiced at the time they are shipped. Please allow 7–10 business days for order processing and delivery.

Instructional Empowerment, Inc. will fulfill your order based on the quantity of materials shown on your purchase order. Requests for additional materials will be invoiced for the cost of materials plus shipping and handling.

Expedited or overnight shipping is available for select items; additional fees apply. For more information or to request faster shipping, please contact your Program Partner listed above.

Sales, Use, Value Add and other Taxes

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Instructional Empowerment, Inc. reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Instructional Empowerment's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

Session Materials

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license.

Customers are responsible for printing materials for all professional development and coaching sessions. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Onsite sessions often require materials to be provided by the Customer, including chart paper, sticky notes, and markers for participant use.

Intellectual Property Rights

The Customer acknowledges and agrees that all materials provided to it by Instructional Empowerment, Inc. or to which the Customer is granted access, including any software or online services, print materials, digital materials or other content in any form or method of delivery (the "Contractor Materials") and all intellectual property rights thereto are owned exclusively by Instructional Empowerment, Inc. and its licensors. The Contractor Materials are allocated through annual subscriptions, not sold, to the Customer by Instructional Empowerment, Inc. subject to the terms of this Agreement, and the Customer does not have under or in connection with this Agreement any ownership interest in the Contractor Materials, or in any related intellectual property rights.

Subscriptions to digital materials expire once an assigned user is deactivated, if that user consumed digital content contained in that subscription, such as Online Courses. Once a subscription expires, it cannot be reassigned to another user. Digital content is considered consumed if a user has accessed that content at least once.

Except as this Agreement expressly permits the Customer shall not, and shall not permit any other person or entity to:

- Copy the Contractor Materials including professional development materials and digital content, in whole or in part; including providing copies to internal staff not registered for the professional development session or staff not subscribed to the relevant digital content.
- Modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Contractor Materials.

- Rent, lease, lend, sell, assign, distribute, publish, transfer, or otherwise make available the Contractor Materials to any third party.
- Reverse engineer, disassemble, decompile, decode, or adapt the Contractor Materials, or otherwise attempt to derive or gain access to the source code of the Contractor Materials consisting of software, in whole or in part.
- Bypass or breach any security device or protection used for or contained in the Contractor Materials.
- Remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, proprietary rights or other symbols, notices (such as copyright notices), marks, or serial numbers on or relating to any copy of the Contractor Materials.
- Use the Contractor Materials for purposes of: (i) benchmarking or competitive analysis of the Contractor Materials; (ii) developing, using, or providing a competing product or service to those offered by Contractor; or (iii) any other purpose that is to Contractor's detriment or commercial disadvantage.

Recording of Presentations

All audio and video recording is prohibited without written consent from Instructional Empowerment, Inc.

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 71

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: 2026-2027 Title I Parent and Family Engagement Plan

DIVISION: **Family and Community Engagement**

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

PURPOSE AND SUMMARY OF ITEM: **The Family And Community Engagement**

Department is seeking approval for the 2026-2027 Title I Parent And Family Engagement Plan (PFEP)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Cheryl Moody 

POSITION: **Family And Community Engagement Coordinator**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY:  _____



**2026-2027 District Title I, Part A
Parent and Family Engagement Plan (PFEP)**

I, Elijah Key, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of assurances for these waivers. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for appropriate state and federal staff review. I further certify that all expenditures will be obligated on or after the effective date and prior to the project's termination date. Disbursements will be reported only as appropriate to this project and will not be used for matching funds on this or any special project, where prohibited.

Assurances

- The LEA will provide assistance and support in monitoring all Title I schools to ensure family engagement requirements are being satisfied and that family engagement strategies and activities are consistent with Section 1116 of Every Students Succeed Act (ESSA). All Title I schools will receive onsite support from the district and help with improving and strengthening family engagement. In addition to frequent communication and school visits, the LEA will hold meetings/trainings to help Title I schools plan parent and family engagement activities.
- The LEA will involve the parents of children served in Title I, Part A schools in decisions about how the one percent of Title I, Part A funds reserved for parent engagement are spent and will ensure that not less than 90 percent of the one percent reserved goes directly to the schools after equitable provisions have been provided to participating private schools.
- The PFEP was jointly developed and revised with parents and school representatives during a monthly district meeting held by the LEA. Parent representatives from each school participated to improve the plan. Additionally, parents were welcome to submit comments and feedback regarding the plan to individual school sites at their Annual Title I meeting and directly to the school district via the Title I Advisory Council.
- Consistent with Section 1116, the LEA will work with its schools to ensure that the required school-level parent and family engagement policies meet the requirements of Section 1116(b) of the ESSA, and each includes, as a component, a school-parent compact consistent with Section 1116(d) of the ESSA.
- If the LEA Plan for Title I, Part A, developed under Section 1116(c) of the ESSA, is not satisfactory to the parents of participating children, the LEA will submit any parent comments with the plan when the LEA submits the plan to FLDOE.
- The LEA will provide Title I schools timely notices of the requirement to communicate the Parent Right to Know, which covers the requirement that allows parents to request qualifications of their children's teachers and information about the state assessment.
- The LEA will provide Title I schools in a timely manner of the Four Weeks to Parents, which notifies parents if their (child(ren)) are not being taught by a teacher that meets state certification requirements.

Signature of Superintendent

Date Signed

Mission: The mission of the Gadsden County School District is to collaborate with and engage all stakeholders in providing safe, caring, rigorous and engaging environments in which students can learn and succeed.

Response: The Gadsden County Schools Title I department positively impacts student achievement by providing support to students, schools, and parents. We believe parent and family engagement is necessary for student and school success.

Jointly Developed

Section 1116 of Every Student Succeed Act (ESSA). Title I and designated district staff, principals, and parents will collaborate to monitor the district Parent and Family Engagement Plan (PFEP). The LEA has established a Title I School Advisory Council. The council's membership is composed of parent representatives, school representatives, and administrators from each Title I School. SAC provides information to assist in outlining and addressing the needs of school communities. If changes are recommended, the plan will be presented in draft form to Title I school administrators and school-level parent involvement staff for input. As with other policies impacting schools, any potential changes to the policy or plan will be presented to the School Advisory Council (SAC) and other parent groups in place at each Title I school for review and input.

Technical Assistance

Describe the actions the LEA will take to provide coordination, technical assistance, and other support necessary to assist Title I, Part A schools in planning and implementing effective parental involvement activities which build the capacity of parents to improve the academic achievement of their child and overall school performance [Section 1116(a)(2)(b and c) and 1116(e)(1-14)]. Include a description of the process the LEA will use to review the school-level PFEP to ensure compliance with all requirements of Section 1116 [34 CFR 200.30(e)]. Include information on how the LEA will provide other reasonable support for parental involvement activities under Section 1116 as parents may request [Section 1116(e)(14)].

Response: The LEA will meet with Title I, Part A schools to provide initial training and technical assistance on writing and implementing effective Parent and Family Engagement Plans and School-Parent Compacts. The LEA will schedule and provide ongoing training to its schools, as needed, to support the development and implementation of plans. Title I Part A district staff members are responsible for providing initial support and technical assistance to schools in developing a plan that complies with federal and state requirements as well as ongoing monitoring of plan implementation.

Discussions at Title I, Part A administrator meetings will occur to encourage sharing best practices. Title I, Part A parent liaison staff or a designee will attend districtwide parent involvement training and meetings. Title I, Part A, district staff members, will provide information about best practices to schools. In addition, each school will be encouraged to add Title I information and a parent resource page to the school's website that will provide parent notifications of activities and ways parents can get involved in their child's education. Each school is also encouraged to have a Parent Resource space or area.

The LEA will provide other reasonable support for parent and family engagement activities under Section 1116, as parents may request via the Community Meetings, SAC meetings, Title I school meetings/workshops for parents and families throughout the school year as well as the Title I Fall and Spring Parent Survey. Meeting agenda topics may include at-home learning, effective parent and family engagement, reviewing and revising Gadsden County School District (GCCD) Title I PFEP, and parent and family engagement best practices. Parents and families will also be provided with information and materials in support of improving the academic achievement of their children. Additionally, parents and families will

be provided with information and training in the areas of technology use, life skills, and community service needs.

District staff will offer support to all Title I schools to monitor parent engagement. The LEA will provide parent and family engagement training during the school year and will be available to help plan and participate in school-based activities upon request. Title I office staff members will maintain an open-door policy and are available to assist schools and parents that need additional support. Title I staff members will also be involved in an ongoing review of research to gain knowledge of best practices in this area and will share this information with schools.

Coordination and Integration

Describe how the LEA will coordinate and integrate parental involvement strategies from Part A of Title I with other federal programs (including but not limited to Head Start, Early Reading First, Even Start, Parents as Teachers, Home Instruction Program for Preschool Youngsters (HIPPY), Voluntary Pre-Kindergarten, Title I, Title II, Title III, and Title IV, Part A) [Sections 118(a)(2)(C), 1118(e)(1-14)].

Count	Program	Coordination
1	Title I, Part A: Improving the Academic Achievement of the Disadvantaged	The LEA will provide ongoing collaboration and coordination with all Title I school sites to increase effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. The LEA will provide various parent and family engagement training to address and support comprehensive needs of Title I schools and support coordination with others.
2	Title II: Enhancing Education Professional Learning, Effective Learning	The LEA will provide technical assistance and staff development to assist schools in developing effective teachers and administrators.
3	Title III, Part A: English Language Learners	The LEA will provide training for teachers and administrators to support families and maintain compliance.
4	Title IV, Part A: Student Support and Academic Enrichment	The LEA will provide ongoing support and academic enrichment to children in Title I schools.
5	Title V, Part B: Rural and Low-Income Schools (RLIS)	The LEA will help support Title II with effective instruction.
6	Academic Services	The LEA will collaborate with various departments to support training and enrichment opportunities for families.
7	School Accountability	The LEA will provide continuous assistance and monitoring of student progress to support student achievement.
8	Early Childhood Programs	The LEA will collaboratively include parents in parent and family engagement activities offered by the school, or one located near a Title I school attendance area.

Annual Evaluation

Describe the actions the LEA will take to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the academic quality of the Title I, Part A schools [Sections 118(a)(2)(C), 1118(e)(1-14)].

Response: The LEA and stakeholders will meet annually to gather input into the development, revision, implementation, and evaluation of the existing District Parent and Family Engagement Plan. The LEA will use a Title I Parent Survey developed by the Parent Coordinator to gather pre/post-implementation data during the 2026-2027 school year. The Parent coordinator will review the participation and implementation of each family engagement program in Title I schools annually. The data will be compiled in the Title I Annual Parent and Family Engagement Evaluation report in the spring of each year. The results are reviewed and shared at the first Title I Parent Engagement training each fall.

Building Capacity

If the LEA plans to implement LEA-wide activities, describe the actions the LEA will take to build the schools' and parents' capacity for strong parental involvement to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement [Sections 118(a)(2)(C), 118(e)(1-14)].

Count	Content & Type of Activity	Person Responsible	Anticipated Impact on Student Achievement	Time line	Evidence of Effectiveness
1	Content: Each school served under Title I, Part A will inform staff of their school's participation in the Title I, Part A program, explain the requirements of Every Student Succeeds Act (ESSA) and develop a plan with emphasis on student academic achievement through parent and family engagement. Activity: Title 1 Training Sessions and Annual Title 1 Meeting	Family and Community Engagement (FACE) office and school site administrators	The information will lead to enhanced school staff understanding of the requirements of ESSA with emphasis on student achievement through parent and family engagement	Aug.-Dec. 2026	Agendas Sign-in sheets Handouts Infographics Presentations

2	Content: Each school served under Title I, Part A, will hold school-level meetings at flexible times to inform parents that the school is participating as a Title I, Part A school. During this meeting, information about Title I programs, including but not limited to state standards, curriculum, instruction, state assessments, school improvement plans as well as the LEA's Title I Plan components, are discussed. Input is requested from parents, and additional parent meetings are scheduled as needed. Activity: Annual Title I Meeting.	Family and Community Engagement (FACE) office and School Administrators	The annual parent meeting explains the school's participation in Title I, Part A programs, explains the Title I, Part A requirements, reviews the Title I and Parent and Family Engagement Plan and budget, as well as informs parents of their rights to be involved in these programs and decisions.	Sept. 2026 - May. 2027	Notifications Agendas Sign-in sheets Handouts Title I presentation
3	Content: Provide recommendations on goals and steps needed to improve the Title I program; develop and review the LEA Title I PFEP jointly with the district staff; and assist with orienting parents, attending the Annual Parent Meeting, to the benefits of Title I schoolwide programs, District meetings, and other parent meetings.	Family and Community Engagement (FACE) office and District Staff	The input and recommendations provided will be utilized to establish goals, initiatives, and activities that help support student academic achievement.	Aug. 2026 - June 2027	Flyer notifications Electronic communication Sign-in sheets Handouts Feedback forms
4	Content: Provide information, meetings and training sessions (in-person or virtually), as well as offer onsite	Family and Community Engagement (FACE) office and District Staff	These meetings and sessions will lead to increased parental engagement in the development and	Aug. 2026 - June 2027	Flyer notifications Electronic communication Sign-in sheets Handouts

	technical support to assist school staffing effectively completing the Title I School-level PFEP. Activity: District Title I meetings, training sessions, and technical support assistance.		review of the Title I School-level PFEP.		Presentations Title I School-level compliance reports School
5	Content: Compile information on how Title I schools are progressing in support of parent and family engagement via instructional delivery. The information gathered will assist in the development of the LEA and School level PFEP for the upcoming school year. Activity: The GCSD Title I Parent and Family Engagement Survey	Family and Community Engagement (FACE) office	The information provided will enhance the delivery of support services and strengthen the relationship between parents and the school in meaningful ways that support academic achievement.	Sept. 2026 – May 2027	Climate survey results
6	Content: Provide support to parents by engaging them with workshops, training, and activities to expand their knowledge and skills in ways that contribute to their child's overall well-being and academic success. Activity: Family and Community Engagement (FACE) implementation of parent and student programming that focuses on student academics, as well as career development, ongoing participation in community engagement opportunities, life skills, and empowerment sessions.	Family and Community Engagement (FACE) office and Title 1 office	This will help develop and implement programs, workshops, training, and activities designed to empower parents with the skills needed to assist their children academically and socially.	Aug. 2026 – June 2027	Flyer notifications Sign-in sheets Agendas Handouts Presentations

Staff Training

Describe the professional development activities the LEA will provide, with the assistance of the schools and parents, to educate staff on the value and utility of contributions of parents; how to reach out to,

communicate with, and work with parents as equal partners; the implementation and coordination of parent programs; and how to build ties between parents and the school (Section 1118 (e)(3)).

Count	Content & Type of Activity	Person Responsible	Anticipated Impact on Student Achievement	Timeline	Evidence of Effectiveness
1	Content: The Title I Department will meet with Title I, Part A schools to provide technical assistance, support, and monitoring for school site staff to provide an effective parent and family engagement program for the school year. Activity: Title I District training.	District and Title I Staff	This training will enhance school site staff capacity to support student academic achievement via technical assistance and support.	August 2026 – June 2027	Agendas Sign-in sheets Handouts Presentations Follow-ups
2	Content: Share information with staff assigned to provide support to Title I schools regarding the requirements of ESSA, Section 1116, as well as best practices and strategies to increase parent and family engagement. Activity: Title I District Training - 2026-2027 Title I Schoolwide Program & Parent Engagement vs Parent Involvement.	Title I Department Director and select District Staff	These trainings will enhance staff understanding of implementation of Title I Parent and Family Engagement Program in support of student academic achievement.	August 2026 - June 2027	Agendas Sign-in sheets Handouts Presentations Follow-ups
3	Content: Provide informative meetings, training, and workshops to assist schools in effectively implementing the Title I Parent and	Family and Community Engagement (FACE) staff	This training will enhance school site staff understanding of the requirements of the Title I Parent and Family	August 2026 – June 2027	Agendas Sign-in sheets Handouts Presentations Follow-ups

	Family Engagement Program. Activity: Parent Liaison Training.		Engagement Program in support of student academic achievement.		
4	Content: Inform staff of their school's participation in Title I Schoolwide, Part A programs, explain the requirements of ESSA with emphasis on student academic achievement through parent and family engagement, as well as provide an overview of federal programs. Activity: Title I District Training for School Staff Activity: Parent Liaison Training.	Family and Community Engagement (FACE) staff and School Administrators	This training will enhance staff understanding of the requirements of ESSA with emphasis on supporting student academic achievement through parent engagement.	September 2026	Agendas Sign-in sheets Handouts Presentations Follow-ups
5	Content: Promote adherence to local, state, and federal mandates regarding the implementation of the Title I Program. Activity: Training for Principals of schools implementing the 2026-2027 Title I Schoolwide Program	District Staff	This will enhance principals' understanding of the requirements of Every Student Succeeds Act (ESSA) in support of student academic achievement through parent and family engagement.	August 2026 – June 2027	Agendas Sign-in sheets Handouts Presentations Follow-ups Assurance • School-Parent Compact

Communication and Accessibility

Describe how the LEA will provide full opportunities for participation in parental involvement activities for all parents (including parents with limited English proficiency, disabilities, and migratory children). Include how the LEA plans to share information related to school and parent programs, meetings, school reports, and other activities in an understandable and uniform format and, to the extent practical, in a language parents can understand [Section 1116(e)(5) and 1116(f)].

Response: The Gadsden County School District Title I PFEP will be provided to schools in English, Spanish, to offer full opportunities for the participation of all parents. The schools' Title I Annual Parent

Meeting and/or parental meetings minutes and agendas will reflect discussions of the current District Title I PFEP, the Title I school level PFEP, and Title I School-Parent Compact. The district will make as many attempts as needed to inform parents of the importance of their participation via the following means of communication: school messenger, text messages, voicemails, U.S. Mail, listserv, social media, Title I Parent Newsletters, school marquee, flyers sent home via student backpack, television and/or radio announcements or other electronic correspondence to homes of parents of students participating in the Title I Schoolwide Program.

Reasonable efforts will be made to assist parents in their primary language and parents with special needs, to provide them with information regarding the rights of English as a Second language (ESOL) and children with exceptionalities. Information will be available to parents in their native language. Translators will be available to parents upon request at meetings, workshops, and conferences to ensure parents are able to participate in school activities as requested. The District and ESOL Office will work together to monitor changes or fluctuations in ESOL student populations and respond accordingly.

In the event of parents with disabilities, the school will consult with the Florida Diagnostic and Learning Resource System (FDLRS) or Gadsden County Schools Exceptional Student Education Department to make sure the parent has the support needed to fully participate. All schools will remain in compliance with the Americans Disabilities Act(ADA).

The district will ensure Title I schools receive the translation services needed as requested. The English Language Survey results will determine the number and specific needs for translations into languages other than English.

Discretionary Activities

The LEA parent/family engagement policy may include additional discretionary activities that the LEA, in consultation with the parents, chooses to undertake to build parents' capacity for involvement in the school.

Barriers

Describe the barriers which hindered participation by parents in parental involvement activities during the previous school year. Include the steps the LEA will take during the upcoming school year to overcome the barriers and design more effective parental involvement policies (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, limited literacy, or are of any racial or ethnic minority background) [Section 1118(a)(2)(E)].

Count	Barriers (Including Specific Subgroup)	Steps Schools Will Take to Overcome Barriers
1	Lack of communication (English Language Learners)	Schools will work to ensure that important information is shared multiple ways and on a regular basis.
2	Limited opportunities for parent engagement (Deaf/Hard of Hearing; Blind; Disabled)	Schools will use a variety of platforms to communicate opportunities for parent engagement.
3	Limited activities (before and/or after school)	Schools will use various platforms to advertise activities offered.
4	Limited academic resources	Schools will provide various resources to support at-home learning.

Nondiscrimination Notification and Contact Information

"No person shall on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pruriency, disability, military status or genetic information be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Lisa Robinson, Assistant Superintendent for Academic Services
Gadsden County School District
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351
Mcgriffi@gcpsmail.com
850-627-9651 ext. 1278

Cheryl Moody, Coordinator of Family and Community Engagement (FACE)
Gadsden County School District
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351
russga@gcpsmail.com
850-627-9651 ext. 1292

Dr. Sonya Jackson, Director of Human Resources
Gadsden County School District
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351
jacksonsonya@gcpsmail.com
850-627-9651 ext. 1565

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7m

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: Head Start 2026-2027 Non-Competing Refunding Application

DIVISION: Head Start / PreK

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

PURPOSE AND SUMMARY OF ITEM: Approval of the Head Start 2026-2027 Non-Competing Refunding Application (Cost Allocation and Budget Justification)

FUND SOURCE: Head Start Grant

AMOUNT: \$2,691,636.00

PREPARED BY: Valencia Denson *via*

POSITION: Director of Head Start / PreK

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:

LR
7/23/26

2026-2027 Head Start Budget Justification

Grant # 04CH012905

Total Funding: \$2,691,636.00

Program Operations: \$2,665,094.00

T/TA Funding: \$26,542.00

Non-Federal Share: \$672,909

Program Option: Center-Based

Budget Justification

1.

The Gadsden County School Board believes that each employee contributes directly to the District Head Start Program's mission: to ensure that all children participating in the Gadsden County Head Start Program enter school emotionally, physically, socially, and intellectually ready to learn, while fully recognizing the crucial role of parents as their child's primary teacher.

The Gadsden County School District is committed to hiring and retaining highly qualified and educated staff to ensure that its classrooms remain accredited and nationally recognized. Additional staff are employed to provide enhanced support to teachers in the classroom, helping to maintain high-quality educational services for children and families.

Employee salaries are aligned with the findings of the most recent wage comparability study conducted by the Florida Head Start Association in 2023. Compensation levels are comparable to those of surrounding districts with similar demographics and student enrollment. As part of a public school district, the Gadsden County School District maintains equitable salary practices that are consistent with the findings of the 2023

Florida Head Start Compensation and Benefits Study.

A. Personnel:

\$1,746,583

Positions	# of Staff	Head Start Cost
Program Managers & Experts	7	\$328,925
Teachers	14	\$542,534
Resource Teachers	4	\$207,336
Teacher Aides & Male Involvement	16	\$365,899
Family Service Workers	4	\$142,100
Director	1	\$68,839
Clerical	1	\$34,650
Administrative Assistant	1	\$45,500
Custodian Worker	1	\$10,800
Totals	49	\$1,746,583

B. Fringe Benefits:

\$479,373

The Gadsden County School Board has found that offering a comprehensive and competitive benefits package is instrumental in recruiting and retaining highly qualified staff. The Board remains committed to supporting employees as healthcare costs continue to rise by helping offset the increasing cost of medical insurance premiums. In addition, the School Board continues to pay the full cost of employees' basic dental insurance premiums. These benefits reflect the District's commitment to the well-being of its employees and its efforts to maintain a stable, qualified workforce dedicated to serving children and families.

	Cost
FICA (6.20%)/ Medicare (1.45%)/ Unemployment (0.4300%)	\$142,266

Health/Dental/Life (4.6200%)	\$81,328
Retirement (14.53%)	\$255,779
Total	\$479,373

2.

C. Travel:

\$12,015

Travel funds will be used to reimburse employees for approved in-state and out-of-state travel related to training courses, conferences, and other professional development activities. All travel must receive prior approval and comply with District travel policies and procedures. Lodging accommodations and transportation expenses will be provided or reimbursed as appropriate. For trips lasting four hours or less, District-owned vehicles will be used for transportation whenever feasible. Travel cost estimates include expenses such as fuel, rideshare services, parking fees, tolls, lodging taxes, and other related travel costs. Participation in these training opportunities will enhance staff knowledge and skills, enabling them to more effectively fulfill their roles and responsibilities and support the goals of the program.

Conference	# of hotel nights	Staff	Per Diem	Lodging	Transportation	Total
Florida Head Start Conference (Orlando, FL)	3	15- Director, Coordinators, Program Specialist, Resource Teachers, Program Assistants	\$150 – Gas (\$2250) \$16 - self-parking (\$720) \$36 per day for	\$149 per night (\$7425)	Personal vehicle	\$12,015

			meals (\$1620)			
Total						\$12,015

D. Equipment

\$0

No equipment purchases are planned or budgeted for the 2026–2027 program year. The Gadsden County School District does not anticipate acquiring any equipment during this program term, as existing resources are sufficient to support program operations and service delivery.

E. Supplies:

\$148,075

Supplies are necessary and essential to the daily operations of the program. Funds will be used to purchase classroom materials and instructional supplies, including but not limited to markers, crayons, glue, ink toner, dry-erase markers, whiteboards, chart paper, and other consumable items that support teaching and learning activities.

Food service supplies include miscellaneous items used by food service staff at centers and community sites to prepare, serve, and package meals. These items may include utensils, storage containers, food trays, Cambro containers, snacks, and small kitchen appliances necessary for food preparation and service.

Funds may also be used to replace classroom furnishings and other non-capital items that have experienced normal wear and tear over time. Replacement items may include tables, desks, filing cabinets, chairs, bookcases, and other furnishings

necessary to maintain safe, functional, and developmentally appropriate learning environments for children.

	Cost
Office Supplies (Office Depot, Wal-Mart, Konica Minolta Copying machine lease)	\$137,675
Food Service Supplies	\$1,500
Classroom Supplies (Furniture)	\$3,000
Health Supplies	\$2,300
Educational Supplies	\$1,000
Child and Family Service Supplies	\$2,600
Total	\$148,075

F. Contractual: \$46,493

Contractual services are essential to supporting the comprehensive needs of children, families, and staff and ensuring the effective operation of the Head Start program.

A Mental Health Consultant will provide support to children, families, and staff by promoting positive social-emotional development, addressing behavioral concerns, and assisting with mental health and wellness initiatives. The increasing need for mental health services within the community makes this support critical to the success of the program.

A ChildPlus Consultant will provide technical assistance and support for the program's ChildPlus data management system. This consultant will help ensure that data is entered accurately, maintained efficiently, and reported in a timely manner. Their expertise is essential to maintaining data integrity and supporting program compliance,

monitoring, and reporting requirements.

A Conscious Discipline Consultant will provide training and support to parents and staff using the Conscious Discipline model. This training promotes positive relationships, social-emotional development, and effective family engagement strategies, including the implementation of the "I Love You Rituals" and other parent engagement activities.

Lawn care services will be contracted to maintain the grounds and ensure a safe, clean, and welcoming environment at all stand-alone program sites. These services support the overall appearance, safety, and functionality of the facilities.

A Fiscal Consultant will provide oversight and support for budget management, fiscal reporting, and compliance with federal grant requirements. Responsibilities include preparing and submitting required financial reports, such as the SF-425 Federal Financial Report, and assisting with fiscal monitoring and budget management activities.

	Cost
ChildPlus Software	\$11,600
Conscious Discipline	\$1,340
Mike Bryant Lawn Care	\$6,240
ChildPlus Consultant	\$19,313
Mental Health Consultant	\$8,000
Total	\$46,493

G. Construction:

\$0

No construction activities are planned or budgeted for the 2026–2027 program year.

The Gadsden County School District does not anticipate any construction, renovation, or facility expansion projects during this program term. Existing facilities are adequate to support program operations and service delivery.

H. Other:

\$95,436

Building maintenance and repair funds will be used to address necessary repairs and upkeep at the Head Start administrative office and stand-alone program sites. These expenses may include repairs to heating, ventilation, and air conditioning (HVAC) systems, electrical systems, plumbing, and other facility components necessary to maintain safe, healthy, and functional learning environments for children and staff.

Local travel funds are budgeted to reimburse employees who use their personal vehicles to travel between program sites and schools while conducting official program business. Reimbursement will be provided in accordance with the approved district mileage rate and travel policies.

The Other category includes expenditures related to family engagement and parent involvement activities that support the Head Start Program's commitment to family partnerships. These activities may include parent education workshops, training sessions, family events, and meetings of the Policy Council and Parent Committees. Funding may also be used to support staff training and professional development opportunities throughout the year to ensure staff remain current on early childhood

education best practices, Head Start Performance Standards, and other program requirements.

Fuel costs for buses and vans are budgeted to support transportation services, including educational field trips that provide children with hands-on learning experiences beyond the classroom. These opportunities allow children to explore real-world environments and enrich their educational experiences through experiential learning.

Funds are also budgeted for recruitment and enrollment activities. Each spring, the program conducts a Registration Roundup to recruit eligible children and families. Advertising expenses may include local television, radio, print, and other media announcements to promote enrollment opportunities and increase community awareness of the Head Start Program.

	Cost
Building and Maintenance Repairs	5,000
Local Travel	\$2,500
Nutrition Services	\$2,000
Substitutes (if not paid benefits)	\$37,536
Parent Services	\$3,700
Publications/Advertising	\$700
Training and Staff Development Summer Academy - \$8,500 CPR - \$1,500 Parent Extravaganza - \$500.00 Certification Training - \$1,500 Technical Assistance & Training System - \$3,000	\$15,000

I.	Fuel for Buses and Vans	\$5,000
	Educational Fieldtrips	\$15,000
	Conferences Registration Fees	\$6000
	T&TA Registration Fees - \$3150 (not included in total)	
	TEACH: The Children's forum	3,000
	Total	\$95,436
Indirect Cost		\$137,119

The Gadsden County School Board has a state-approved Indirect Cost Rate of 5.99%, which is valid for the period of July 1, 2026, through June 30, 2027. The approved indirect cost rate is applied in accordance with federal and state regulations and is used to support administrative and operational services that benefit the Head Start Program.

Indirect costs include, but are not limited to, expenditures associated with annual audit services, accounting and fiscal management, human resources, information technology support, and general administrative functions. In addition, common operational costs such as telephone services, internet connectivity, cellular communications, and clerical support provided through the district's administrative offices are included within the indirect cost allocation.

These centralized services are essential to the effective management, oversight, and compliance of the Head Start Program and support the overall delivery of high-quality services to children and families.

	Cost
Telephones	\$15,371

Internet	\$15,894
Human Resource	\$17,372
Information Technology	\$10,000
Accounting	\$22,368
Administrative Functions	\$47,444
Other Clerical	\$8,670
Total	\$137,119

Total All Charges (Program Operations) - \$2,665,094

Total Training and Technical Assistance - \$26,542

Grand Total Funding - **\$2,691,636**

3. If the program is awarded Cost-of-Living Adjustment (COLA) funds, the budget will be revised accordingly to reflect approved salary and wage increases for eligible staff. Any adjustments will be made in accordance with Head Start requirements and applicable district policies to ensure that COLA funds are used for their intended purpose of supporting employee compensation.

4. Non-Federal Share:**\$672,909**

The Non-Federal Share contributions are planned and developed based on the longstanding and collaborative relationship with the Gadsden County School Board.

These in-kind services and contributions support the achievement of the program's school readiness goals and strengthen the overall delivery of Head Start services within the Gadsden County School District.

Personnel: Program Design and Management:**Salaries/Benefits**

School Site Data Entry/Secretary	\$172,200
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Total Personnel	\$172,200
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Head Start classrooms are located on elementary school campuses, and the Head Start Program receives access to shared services provided by the school district. These services include, but are not limited to, support from data entry personnel and custodial staff, which are provided to the Head Start Program as non-federal share (in-kind) contributions at no direct cost to the program.

The value of the non-federal share is calculated based on a proportionate allocation of eligible school district staff salaries and benefits. This allocation is determined using a percentage derived from the number of Head Start children served in comparison to the total student population within the district. This methodology ensures that the in-kind contributions are reasonably and accurately attributed to the Head Start Program in accordance with applicable requirements.

Volunteers:	\$23,189	<u># of</u>	<u># of</u>
		<u>Vol.</u>	<u>Hours</u>
Parents, Community Members		154	927.56
Total Volunteers			
Values	\$23,189		

As an existing grantee, the estimated value of donated time is based on documented contributions from parents and community volunteers. The valuation rate of \$25 per hour is established using comparable wage data provided by the Human Resources Department for similar services. This methodology ensures that in-kind contributions are reasonably valued and appropriately documented in accordance with applicable program requirements.

State Voluntary Prekindergarten Program: \$476,520

VPK Program: State of Florida # Of Children: 165 X \$2,888 Cost: \$476,520

The State Voluntary Prekindergarten (VPK) Program is available to all four-year-old children who are four years of age on or before September 1 of the current school year and who reside in the State of Florida. Participation in the VPK Program has enabled the Gadsden County School District to serve additional children within the Head Start Program, thereby expanding access to early childhood education services.

In accordance with 2 CFR §200.306, volunteer services, including professional services, may be counted as allowable in-kind contributions when the services are integral to program operations. Donated space is also considered allowable when its value does

not exceed the fair market rental value of comparable facilities and when it is necessary to support program activities.

Additionally, under 45 CFR §75.306, supplies are allowable when they are reasonable, necessary, and directly related to the accomplishment of program objectives.

Total Non-Federal Share from Gadsden County School Board: \$196,389

Total Non-Federal Share from State: \$476,520

Total: \$672,909

5. The program does not request an enrollment reduction and/or a conversion.
6. The program does not request funding for equipment.

Other Funding **\$0**

The Gadsden County Head Start Program does not receive funding from the Child and Adult Care Food Program (CACFP). Meal services for Head Start and Pre-K students are provided directly by the Gadsden County School District. These meals are offered in accordance with district nutrition services and support the program's commitment to providing healthy, nutritious meals to enrolled children.

Gadsden County School Board Head Start Program

2026-2027

Cost Allocation Plan

Purpose and General Statements

The purpose of this Cost Allocation Plan is to document the methods and procedures used by the Gadsden County School Board Head Start Program to allocate costs among its various programs, grants, contracts, and agreements.

This Cost Allocation Plan is based on the Direct Allocation Method described in Office of Management and Budget (OMB) Circular A-122, *Cost Principles for Non-Profit Organizations*. Under the Direct Allocation Method, all costs are charged directly to benefiting programs whenever possible. Only general administrative and general operating expenses that cannot be readily assigned to a specific program are treated as indirect costs.

Direct costs are those costs that can be specifically identified with a particular program, grant, contract, or other final cost objective. Indirect costs are those costs incurred for

common or joint purposes that cannot be readily and specifically identified with a single final cost objective.

The Gadsden County School Board Head Start Program allocates costs in accordance with applicable federal cost principles and regulations. Only costs that are allowable, reasonable, necessary, and properly documented will be charged to benefiting programs.

General Approach

The Gadsden County School Board Head Start Program allocates costs to grants, contracts, and other funding sources using the following principles:

A. Direct Costs

All allowable direct costs that can be specifically identified with a particular program, grant, contract, or other cost objective are charged directly to that program.

B. Shared Direct Costs

Allowable direct costs that benefit more than one program are prorated and charged as direct costs to each benefiting program. Costs are allocated using a distribution base that is reasonable, equitable, and appropriate to the nature of the cost being allocated.

C. Indirect and Administrative Costs

Allowable general administrative and operating costs that benefit multiple programs and cannot be readily identified with a specific program are allocated among benefiting programs using an allocation methodology that results in a fair and equitable distribution of costs.

D. In-Kind Contributions and Matching Resources

In accordance with 2 CFR §200.306, the value of volunteer services, professional services, donated space, and other allowable third-party in-kind contributions may be

used to meet program matching requirements when such contributions directly benefit the program. Donated services must be necessary to accomplish program objectives, and the value assigned to donated space shall not exceed the fair market rental value of comparable facilities.

In accordance with 45 CFR §75.306, donated supplies and other non-cash contributions are allowable when they are necessary, reasonable, and directly related to the accomplishment of approved program objectives. All in-kind contributions must be properly documented and valued in accordance with applicable federal regulations.

Allocation of Costs

The following procedures describe the methods used by the Gadsden County School Board Head Start Program to allocate costs among programs, grants, contracts, and other funding sources effective December 1, 2026.

A. Compensation for Personal Services

Compensation for personal services is documented through personnel activity reports, time sheets, or other approved time-distribution records that accurately reflect the work performed by each employee.

Salaries and wages are charged directly to the program, grant, or cost objective for which the work is performed. When personnel costs benefit more than one program, those costs are allocated based on the actual time and effort devoted to each benefiting program. When costs benefit all programs and cannot be specifically identified, they are allocated based on the proportion of each program's salary expenditures to total salary expenditures.

1. Fringe Benefits

Fringe benefits, including FICA, unemployment compensation, workers' compensation, health insurance, dental insurance, life insurance, disability insurance, retirement contributions, and other employee benefits, are allocated in the same

manner as the related salaries and wages.

2. Leave Costs

Vacation, holiday, sick leave, and other paid leave costs are allocated in the same manner as the related salaries and wages.

B. Travel Costs

Travel costs, including local and out-of-town travel, are allocated based on the purpose of the travel. Travel expenses are charged directly to the program that benefits from the travel activity.

C. Professional Services

Professional service costs, including consultants, accounting services, auditing services, legal services, and other contracted professional services, are charged directly to the program benefiting from the services provided.

D. Office Expenses and Supplies

Office expenses and supplies, including office materials, postage, and related administrative supplies, are allocated based on actual usage whenever possible. Costs that can be specifically identified with a program are charged directly to that program. Postage costs are charged directly to benefiting programs to the maximum extent practicable.

E. Equipment and Depreciation

The Gadsden County School Board capitalizes and depreciates equipment with an acquisition cost exceeding \$750 in accordance with Board policy. Equipment purchases are recovered through depreciation unless otherwise authorized by the awarding agency. Items with an acquisition cost of less than \$750 are classified as supplies and expensed in the year of purchase.

Depreciation costs for equipment used exclusively by a single program are charged directly to that program. When equipment benefits more than one program, depreciation costs are allocated based on a reasonable and equitable method, such as each program's

proportionate share of expenditures or usage. Costs benefiting all programs are allocated using an equitable allocation base.

F. Printing and Copying

Printing and copying expenses, including supplies, maintenance, repairs, and service agreements, are charged directly to the programs benefiting from the services whenever practicable.

G. Insurance

Insurance costs attributable to the Head Start Program are charged directly to the Head Start Program. Any insurance costs benefiting multiple programs will be allocated using an equitable allocation methodology.

H. Telephone and Communications

Telephone, internet, and other communication expenses are charged directly to benefiting programs whenever costs can be readily identified. Shared communication costs are allocated using an equitable allocation method.

I. Facilities Expenses

Facility-related expenses, including building operations and maintenance costs, are provided and paid by the Gadsden County School Board. When facility costs are required to be allocated among programs, an appropriate and equitable allocation methodology will be used.

J. Training, Conferences, and Seminars

Training, conference, seminar, and professional development costs are charged directly to the program benefiting from the activity.

K. Other Costs

Other allowable costs, including memberships, dues, licenses, permits, subscriptions, and fees, are allocated to benefiting programs using a methodology that is reasonable, equitable, and appropriate to the nature of the cost.

Gadsden County School Board believes that each employee contributes directly to the District Head Start program's mission "to ensure that all children participating in the Gadsden County Head Start Program enter school emotionally, physically, socially, and intellectually ready to learn; fully recognizing the crucial role of the parents as the child's primary teacher". The Gadsden County School District is committed to hiring and maintaining highly qualified and educated staff to ensure our classrooms are accredited and recognized nationally. Additional staff will be employed to provide instructional and operational support to classroom teachers and to ensure high-quality services for children and families. Salary levels are consistent with the most recent wage comparability study conducted by the Florida Head Start Association in 2026. All staff salaries are comparable with surrounding districts with the same demographics and the number of students enrolled. Since we are a part of a school district, the school staff salaries are very equitable based on the Florida 2026 Head Start Compensation and Benefits study findings. The salaries percentages paid from Head Start for the Director is 90%, Education Coordinator is 85%, Disabilities Coordinator is 50% and all others are 100% paid through the Head Start Grant. The district's general funding covers the 10% for the Director and 15% for the Education Coordinator salaries. However, the responsibilities of the Disabilities Coordinator (50%) salaries is covered by the school district Exceptional Student Education department funding source.

A. Personnel:

\$1,746,583

Positions	# of Staff	Head Start Cost
Program Managers & Experts	7	\$328,925
Teachers	14	\$542,534
Resource Teachers	4	\$207,336

Teacher Aides & Male Involvement	16	\$365,899
Family Service Workers	4	\$142,100
Director	1	\$68,839
Clerical	1	\$34,650
Administrative Assistant	1	\$45,500
Custodian Worker	1	\$10,800
Totals	49	\$1,746,583

B. Fringe Benefits:

\$479,373

The Gadsden County School Board has found that offering a comprehensive and generous benefit package to employees has been most helpful when trying to recruit and retain qualified staff. The Gadsden County School Board has remained committed to assisting staff with the increasing cost of medical premiums. All employees' basic dental premiums will continue to be paid by the School Board. The fringe benefits percentages paid from Head Start for the Director is 90%, Education Coordinator is 85%, Disabilities Coordinator is 50% and all others are 100% paid through the Head Start Grant. The district's general funding covers the 10% for the Director and 15% for the Education Coordinator fringe benefits. However, the responsibility of the Disabilities Coordinator (50%) fringe benefits is covered by the school district Exceptional Student Education department funding source.

	Head Strat Cost
FICA (6.20%)/ Medicare (1.45%)/ Unemployment (0.4300%)	\$142,266
Health/Dental/Life (4.6200%)	\$81,328
Retirement (14.53%)	\$255,779
Total	\$479,373

C. Travel:

\$12,015

Travel expenses will be used for in/out of state reimbursement to attend training courses and to pay for any other reimbursement related to travel. All travelers will receive per diem based on district policies, lodging accommodation and transportation cost if needed, for trip 4 hours or less the agency vans will be used for transportation to conferences. Additional travel-related expenses, including fuel, parking, rideshare services, and applicable taxes, were considered when calculating projected travel costs. This training will increase the staff's knowledge and skills as it relates to their role and responsibilities.

Conference	# of hotel nights	Staff	Per Diem	Lodging	Transportation	Total
Florida Head Start Conference (Orlando, FL)	3	15- Director, Coordinators, Program Specialist, Resource Teachers, Program Assistants	\$150 – Gas (\$2250) \$16 - self-parking (\$720) \$36 per day for meals (\$1620)	\$149 per night (\$7425)	Personal vehicle	\$12,015
Total						\$12,015x

D. Equipment:

\$0

There will be no equipment purchased for the 2026-2027 program term.

E. Supplies:**\$148,075**

Supplies are necessary and essential to the operations of the program. Additionally, supplies will be purchased for classroom use such as markers, crayons, glue, ink toner, dry erase markers, write boards, chart paper, etc. Food service supplies are sundry items used by the food service staff at the centers and community sites to prepare and package meals. Items may include utensils, storage containers, food trays, Cambro, snacks and small kitchen appliances. Classroom supplies include replacement furniture and materials that have deteriorated through normal use and are necessary to maintain safe and effective learning environments. The copying machine will be based in the administrative office and on stand-alone sites. They will be used to copy; scan and fax information and work connected to this program.

	Cost
Office Supplies (Office Depot, Wal-Mart, Konica Minolta Copying machine lease)	\$137,675
Food Service Supplies	\$1,500
Classroom Supplies (Furniture)	\$3,000
Health Supplies	\$2,300
Educational Supplies	\$1,000
Child and Family Service Supplies	\$2,600
Total	\$148,075

F. Contractual:**\$46,493**

There is a growing need for a mental health consultant in our community for students, staff and families. Increasing social, economic, and family stressors have created a greater need for mental health support services for children, families, and staff. The Head Start Program ChildPlus Data tracking system is our management program, and

the consultant helps the information to flow smoothly throughout the system. The consultant is reliable personnel for the success of data being stored accurately on the database. Conscious Discipline is a parent training model that is used to train parents on the "I Care" ritual. Mike's Bryany Lawn Care keeps the beautification of our lawn at our stand-alone sites. The fiscal consultant will manage the budget and submit all reports such as SF-425.

	Cost
ChildPlus Software	\$11,600
Conscious Discipline	\$1,340
Mike Bryant Lawn Care	\$6,240
ChildPlus Consultant	\$19,313
Mental Health Consultant	\$8,000
Total	\$46,493

G. Construction:

\$0

There will be no construction for the 2026-2027 program term.

H. Other:

\$95,436

The building maintenance and repairs will cover any repairs at the Head Start Office and the stand-alone site such as furnace, air conditioning, heating, electrical or plumbing. Local travel (\$0.67 per mile) is for employees using their personal vehicle to travel to different school sites.

The other line-item budget category reflects parental involvement projects that provide family education, training and outings. Projects include but are not limited to policy and advisory council meetings Ongoing training and professional development are necessary to ensure staff remain informed about current early childhood education practices, federal Head Start requirements, and program procedures. The fuel for buses and vans is to provide students with hands-on field trips to enhance their learning outside the classrooms. Educational field trips will be

used to take students outside the classroom to explore real-world environments. In March of each year, we have our registration roundup, and the local news station and radio broadcast an advertisement for our registration for two weeks leading up to the last day.

	Cost
Building and Maintenance Repairs	5,000
Local Travel	\$2,500
Nutrition Services	\$2,000
Substitutes (if not paid benefits)	\$37,536
Parent Services	\$3,700
Publications/Advertising	\$700
I. Training and Staff Development Summer Academy - \$8,500 CPR - \$1,500 Parent Extravaganza - \$500.00 Certification Training - \$1,500 Technical Assistance & Training System - \$3,000	\$15,000
Fuel for Buses and Vans	\$5,000
Educational Fieldtrips	\$15,000
Conferences Registration Fees T&TA Registration Fees - \$3150 (not included in total)	\$6000
TEACH: The Children's forum	3,000
Total	\$95,436

Indirect Cost **\$137,119**

Gadsden County School Board has a state approved Indirect Cost Rate of 5.99%. This rate is valid for the period of July 1, 2026 through June 30, 2027. The rate covers the cost of the following annual audit, accounting, human resources, information technology and administrative functions. Common costs, such as communication

(telephone, internet, and cell phone) and clerical for the administration building are all a part of indirect costs.

	Cost
Telephones and Internet	\$15,371
Property Insurance	\$15,894
Human Resource	\$17,372
Information Technology	\$10,000
Accounting	\$22,368
Administrative Functions	\$47,444
Utilities	\$8,670
Total	\$137,119

Total All Charges (Program Operations) - \$2,665,094

Total Training and Technical Assistance - \$26,542

Grand Total Funding - **\$2,691,636**

1. The program does not have contracts that are more than \$150,000. This does not apply to our program.
2. If the program is awarded funds for the cost-of-living (COLA), we will adjust the budget to reflect the salary increase as needed.

3. Training and Technical Assistance

\$26,542

In accordance with the expectations expressed of the Region IV Office of the Administration for Children and Families, we certify that by submitting the attached T/TA Plan, we have engaged the services of our assigned Program Specialist, and our T/TA Specialist. We have given our Program Specialist access to all appropriate documents necessary to undergo both a system thinking and system approach to the design and delivery of T/TA services that will enhance services to children and families as we

continue to move our program progressively forward.

TRAINING AND TECHNICAL ASSISTANCE

Line Item	Description	Costs
Travel	see details below	6,206
	Registration Fees	3,150
Supplies	Training Materials	<u>17,186</u>
Total Budget		\$26,542

Travel **\$9,356**

Out-of-town travel costs are costs such as per diem, airline transportation, hotel reservations, mileage, car rental, etc. that are associated with staff development, training and technical assistance, conferences, located outside of Gadsden County. These trainings are held in many different cities across the United States. There are numerous conferences and trainings held in Atlanta, Georgia in conjunction with the Regional Office, where the Region IV office is based. There are other various training courses such as One Goal throughout the state of Florida. Depending on staff, organization events, and availability, the district will try to ensure that the director, managers, staff, parents, and board members are provided with the opportunity to attend conferences. Attendance will be based on the topics offered at the conference. The other additional cost will cover registration fees. The purpose of this training is for staff to gain knowledge and skill in their areas of expertise.

Conference	# of nights	Staff	Per Diem	Lodging	Transportation	Total
PAEC Leadership Conference (Miramar, FL)	3	9- Director, Coordinators, Program Specialist, Resource Teachers, Program Assistants	\$96 for meals (\$864) \$150-mileage per person (\$1350)	\$317 per person (\$2853)	Cars	\$5067
Early Learning Coalition Conference	0	17 – Teachers and Paraprofessionals	\$50-per day for meals (\$867) \$16 – mileage			\$1,139

			(\$272)			
Total						\$6,206

The cost of \$3,150 will be used for registration fees under other for T&TA.

Supplies
\$17,186

These funds will be used to purchase the supplies needed to be used during training or in-service days. Supplies could include training materials for CLASS training, curriculum materials, and - classroom materials to assist with state mandated requirements.

Supplies Cost

Program/Classroom	<u>\$17,186</u>
Supplies	\$17,186
Total Supplies	

4. Non-Federal Share:

\$672,909

The Gadsden County School Board provides significant non-federal share contributions through personnel, facilities, administrative support, volunteer services, and state-funded educational programs that support the school readiness goals of the Head Start Program. The school district cover facilities, administrative and custodians at the school sites and all the amenities to house the Head Start students

Personnel: Program Design and Management:

Salaries/Benefits

School Site Data Entry/Secretary	\$172,200
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Total Personnel	\$172,200
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Head Start classrooms are located on elementary school campuses. The Head Start Program receives all the services provided to the school. The Data Entry Clerk and Custodial staff all serve the Head Start Program free of charge. Non-Federal share amount is calculated by taking a percentage of the school staff salaries and benefits. The percentage rate is determined by the number of Head Start children as compared to the entire student population.

Volunteers:	\$23,189	<u># of</u>	<u># of</u>
		<u>Vol.</u>	<u>Hours</u>
Parents, Community Members		154	927.56
Total Volunteers			
Values	\$23,189		

As an existing grantee the estimation of donation of time is based upon documented donation from parents and community volunteers. The rate (\$25 an hour) are based on the wages from human resource department.

State Voluntary Prekindergarten Program: \$476,520

VPK Program: State of Florida # Of Children: 165 X \$2,888 Cost: \$476,520

The State Voluntary Prekindergarten Program (VPK) is available to all four-year-old children who are four by September 1 of the current school year and reside in the state of Florida. The VPK Program has allowed the Gadsden School Board to serve additional children in Head Start.

According to 2 CFR 200.306 volunteer hours and professional personnel are allowable because the service pertains to the program. The donated space does not exceed the fair market value of comparable spaces and is needed for the program services. According to 45 CFR 75.306 the supplies are allowable because they are necessary and reasonable for the accomplishment of the program objectives.

Total Non-Federal Share from Gadsden County School Board: \$196,389

Total Non-Federal Share from State: \$476,520

Total: \$672,909

Total All Charges (Program Operations) - \$2,665,094

Total Training and Technical Assistance - \$26,542

Grand Total Funding - \$2,691,636

Signature of Head Start Director

A handwritten signature in black ink, appearing to read "Valerian Allen", is written over a horizontal line.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO: 7n

DATE OF SCHOOL BOARD MEETING: 8/25/2026

TITLE OF AGENDA ITEM: Master Contract for District Participation in PAEC 2026-2027

DIVISION: Business & Finance

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

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

Gadsden County School District is a member of the Panhandle Area Educational Consortium (PAEC).
This Master Contract covers the following services:

Contract for District Participation	District Point of Contact
Member Services	Elijah Key, Superintendent
Instructional Services	Kysha Hopkins, Director, Professional Learning
Human Resources Services	Dr. Sonya Jackson, Director, Human Resources
Gateway Educational Computing Consultants	Marleni Bruner, Director, Business & Finance
Student Data Services	Darlean Youmans, Coordinator, Admin Technology

This contract is effective July 1, 2026, for the 2026-2027 fiscal year.

FUND SOURCE: General Fund

AMOUNT: \$133,374.06

PREPARED BY: Marleni Bruner 

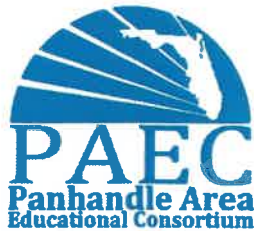
POSITION: Director of Business & Finance

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 _____



John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

Contact Person: Linda Arrant
(850) 328-2739
linda.arrant@paec.org

May 12, 2026

Superintendent Elijah Key
Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

RE: Request school board approval for 2026-27 Contracts for PAEC Shared Services

Dear Superintendent Key,

We appreciate the opportunity to continue serving your school district in 2026-257

Please see the attached annual contracts for PAEC shared service projects in which your district participates.

The attached contracts require school board approval and signatures:

- Panhandle Area Educational Consortium Member Services District Participation
- PAEC Instructional Services Contract for District Participation
- PAEC Human Resources Support Services Contract for District Participation
- PAEC Gateway Educational Computing Consultants Contract for District Participation
- PAEC Student Data Services Contract for District Participation

After signatures, please return a scanned signature page by July 31 to Jessica Baker (jessica.baker@paec.org). There is no need to mail the original.

Invoices for each service will be sent to your finance office in July.

Thank you again for choosing PAEC for these services.

Sincerely,

John T. Selover
Executive Director

JTS/lsa

Attachments

Advancing Schools & Communities for Student Success





**Master Contract for
District Participation in PAEC Shared Services
2026-2027**

This Master Contract is between Panhandle Area Educational Consortium through its District of Record, the School Board of Washington County and the School Board of Gadsden County. This signature page is incorporated into and subject to all terms and conditions of the attached individual contracts.

Support Service:	District Assessment:
PAEC Membership Services	\$11,074.80
Instructional Services	\$24,830.01
Human Resources Support Services	\$4,353.55
Gateway Educational Computing Consultants Services (Finance/Payroll)	
Gateway Support Services (\$5,209.20 credit)	\$23,633.43
Skyward License Fee (<i>flow through to Skyward</i>)	\$25,935.00
Skyward Qmlativ Conversion Fee (<i>flow through to Skyward</i>)	\$8,446.34
ISCorp Hosting Fee (<i>flow through to Skyward</i>)	\$7,760.26
Student Data Services	\$27,340.67
TOTAL	\$133,374.06
<i>Please make payment to PAEC by September 15, 2026</i>	

School Board of Gadsden County

**School Board of Washington County on behalf of
Panhandle Area Educational Consortium**

Elijah Key, Superintendent

Date:

Thomas Register, Superintendent

Date:

Leroy McMillan, Board Chairman

Date:

Will Taylor, Board Chairman

Date: 5-21-26

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:

BOD approval: April 15, 2026
WCSB approval: April 13, 2026

**CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**



A contract of the School District of Gadsden County hereinafter referred to as "District", pursuant to Florida Statutes, Sections 1001.31, 1001.42, and 1001.451, adopting a plan for cooperating with school boards of other districts in this state in a Regional Consortium Service Organization, the Panhandle Area Educational Consortium (PAEC), for acquisition of materials, supplies, equipment, contracted services, and participation in programs and projects, when such meets specific needs of the District and is deemed educationally/monetarily beneficial by the District.

WHEREAS, The District has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs, and services when it is in the best interest of the taxpayers of their county and for the best interest of the educational system and the school children of the school district, and

WHEREAS, it is necessary to adopt contracts spread upon the minutes of each participating school board, which provide a plan for cooperating with school boards of other districts in the state for the projects and activities cooperatively initiated, and

WHEREAS, the school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School, and FSU Bay**, and all such other eligible school boards which adopt a like contract and are approved for Consortium membership by the Board of Directors, hereinafter called the Member Districts, with each district's respective Superintendent holding full rights as a voting member of the PAEC Board of Directors, have established and participated in the Panhandle Area Educational Consortium (PAEC), a Regional Consortium Service Organization, jointly performing, bidding, contracting for, and purchasing certain materials, supplies, equipment, and services to be used in respective school systems, and

WHEREAS, the school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School, and FSU Bay** and all such other eligible school boards which adopt a like contract, agree to serve as an alternate processing site for each other in the case of a disaster that interrupts their critical information technology operations. The alternate processing site's responsibility would include providing a location with a computer, printer and internet access.

WHEREAS, the Consortium is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all programs, services, projects, and activities initiated through recommendation of the Board of Directors to its designated District of Record, the Washington County School Board (WCSB), for approval.

- I. SPECIFIC DISTRICT NEEDS.** That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include, but are not limited to:
- A. Educational/instructional needs of specific student populations.
 - B. Professional learning often mandated by law, for both instructional and non-instructional personnel.
 - C. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
 - D. Student evaluation services.
 - E. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
 - F. Financial advantages of cooperatively bidding and/or purchasing materials, supplies, equipment, services, and programs that afford district protection.

I. FEE-BASED/GRANT-BASED SERVICES TO DISTRICT. That the District does hereby determine that it is in the best interest of the taxpayers of their county to cooperate with other school districts in the operation of the PAEC, availing themselves of the services that meet specific district needs. Projects, programs, and contracted services may also be provided to non-member districts. Non-member districts shall pay for contracted services or goods received in the manner provided in Section IV of this Agreement or in the manner designated by the Board of Directors. Services will be provided through PAEC. The services provided include, but are not necessarily limited to, the bidding, contracting, and purchasing arrangements pursuant to a plan of implementation for the following:

- A. Professional Learning Center with electronic learning content and management system
- B. Federal and State Discretionary Programs
- C. Federal and State Mandated Programs
- D. Cooperative Bidding & Purchasing
- E. Risk Management Services (Property Casualty Insurance, Group Health Insurance)
- F. Financial and Data Management Information Services (Gateway)
- G. Distance/Virtual Learning Services
- H. Instructional Services
- I. Resource Development
- J. Exceptional Student Education Services
- K. Federal and State Grant Procurement and Coordination
- L. Student Data Services
- M. Any other services recommended by the Board of Directors of the Consortium and approved by the District of Record, currently the Washington County School Board

II. METHOD(S) OF EVALUATION. That the Superintendent or designee will, annually, evaluate the results of services provided through the PAEC as follows:

- A. For services rendered without direct assessment to the district, such as participation in various projects funded by the state or federal government (ex. FDLRS, SEDNET, Migrant Education, CHAAMPS, Title IV, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Alignment with the district's instructional professional learning plan
 - 3. Alignment of program activity to the needs of the district
- B. For contracted services, (ex. Risk Management, Student Data Services, Gateway Finance/Payroll, Professional Learning Center, My Virtual Classroom, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency
 - 3. Alignment of program activity to the needs of the district
 - 4. Benefits derived by the district. Fulfillment of obligations itemized in the agreement
- C. For professional learning provided, (ex. principal leadership academy, new teacher academy, online professional learning via ePDC, add-on endorsement programs, leadership conference, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency
 - 3. Alignment with the professional learning needs of the district

- D. For cooperative programs/activities (ex. cooperative purchasing, etc.) involving pooling of districts' resources, your superintendent and staff will review:

1. Quality of service provided, including professionalism of personnel involved
2. Cost efficiency
3. Alignment of program activity to the needs of the district

III. DISTRICT COST-SHARE. The District will pay allocated costs for the services or goods received through participation in specific programs, projects, or activities of the Consortium. All assessments of compensation will be based on actual costs incurred, as itemized in contracts and/or invoices. The projected cost will be furnished to the superintendent prior to implementation of the service, with adjustments for actual costs being made only upon mutual consent of both parties.

IV. PENALTIES AND SEVERABILITY.

- A. Should the District of Record, currently WCSB, in its capacity as fiscal agent for PAEC, be assessed a penalty or fine (including reimbursement of grant funds) by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC, then the Member Districts would share responsibility for satisfaction of the penalty or fine based on the following:
1. 50% of the fine or penalty shall be allocated equally among all the Member Districts.
 2. The remaining 50% of the fine or penalty shall be allocated among the Member Districts according to each district's percentage of the total FTE.
 3. The total of the amount to be allocated among the Member Districts under subparagraphs 1) and 2) shall first be reduced by any and all amounts recoverable by insurance or other bonds.
- B. Each Member District acknowledges and agrees that, as a condition of continued participation in the PAEC, each Member District is required to comply with and perform the above provision regarding satisfaction of any such fines or penalties. In the event that a Member District fails to satisfy its allocation as set forth above, the PAEC Board of Directors shall determine the repayment schedule for the Member District and any interest due PAEC. Member District agrees that if repayment has not been made by the date of expiration of this repayment period, said district:
1. Shall no longer be eligible for participation as a Member District in PAEC.
 2. Shall no longer be a member of PAEC.
 3. Shall not be entitled to continue to receive any of the benefits of membership in PAEC. Any Member District whose participation in PAEC is terminated under this Agreement shall pay all allocated costs that have accrued to that district by virtue of participation in PAEC through the end of the month during which termination of participation occurs.
- C. In the event a Member District's participation is terminated pursuant to the foregoing paragraph B, and that former member has not satisfied its allocated share of any fine or penalty in accordance with paragraph A, then the allocated share of each of the remaining Member Districts shall then be re-determined in accordance with paragraph A based on the number of the remaining Member Districts and their respective percentage of the total FTE.
- D. The District of Record, currently WCSB, shall be responsible, only as allocated above as a Member District, for any such penalty or fine (including reimbursement of grant funds) assessed by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC. In the event that the other Member Districts fail to comply with the above provisions relating to satisfaction of fines or penalties, WCSB shall have the right to terminate its fiscal agent agreement during the term of said agreement on the following terms:

1. WCSB must give written notice and a thirty-day opportunity to cure any such failure to comply to the Member District or districts involved and to PAEC;
 2. Termination shall not be permitted during the term of the agreement if the noncompliance is cured within the thirty-day period;
 3. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the Agreement is terminated.
- E. Should the District of Record, currently Washington County School Board (WCSB), based on its own mismanagement or negligence, be assessed a fine or penalty (including reimbursement of grant funds) or be prohibited by any governmental agency or court from receiving any grant, PAEC (through its Board of Directors) shall have the right to terminate the fiscal agent agreement with WCSB by giving written notice and may appoint a new fiscal agent. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the Agreement is terminated. There shall be no other monetary liability from PAEC or any other Member District to WCSB in the event of any such termination.
- F. Should PAEC be dissolved or moved to a different physical location by action of the PAEC Board of Directors, the District of Record, currently WCSB, shall dispose of the current PAEC facility in accordance with the terms of the Annual Fiscal Agent Agreement Between the Washington County District School Board and the Panhandle Area Educational Consortium ("Annual Agreement"), reflecting PAEC's equitable ownership in its current physical facility. The PAEC Board of Directors would determine the use of the funds from the sale of the property.
- G. It is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member's liability as set forth in Section 768.28, Florida Statutes.

V. GOVERNANCE OF PAEC. That the organization and governance of the PAEC shall be as follows:

- H. The Board of Directors has designated the WCSB to serve as the District of Record for contractual and reporting purposes for the Consortium. Said Board will:
1. Serve as employer for all Consortium staff, establishing policies in collaboration with the Board of Directors by which all personnel so employed will be governed. The District of Record assumes no liability for continued employment of Consortium staff in the event of loss of funds, discontinuation of project services or a reduction in force by Consortium Board of Directors. Additionally, the provisions of Section V (Penalties and Severability) shall apply to the extent that the District of Record (currently WCSB) were to be found liable and required by an administrative agency or court of competent jurisdiction to make a payment for unpaid wages or other losses to an employee of PAEC as a result of an employment action taken by PAEC so that any such liability shall be shared by the members of PAEC. The provisions of Section V shall only apply, however, in the event the order is not reversed or vacated on appeal. Additionally, nothing herein shall be construed or intended by any member or PAEC to serve as a waiver of any immunity of any kind. This provision shall not apply in the event it was deemed to be any such waiver of any type of immunity from liability. Moreover, it is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member's liability as set forth in Section 768.28, Florida Statutes.
 2. Serve as title holder for building complex on 753 West Boulevard, Chipley for PAEC and its Member Districts according to "Annual Fiscal Agent Agreement Section B. Equitable Ownership of Building Complex at 753 West Boulevard".
 3. Serve as District of Record for the Consortium, with mutually agreed upon compensation for services. These services will include, but not be limited to:

- a. Monthly financial report to Member Districts.
- b. Separate report on the financial status of the Consortium in the annual financial report of the District to the Commissioner.
4. Per Florida Statutes and Florida Administrative Code, approve all programs, projects, contracts, bids, and procedures for operation of the Consortium as part of the District of Record's consent agenda. If an action is not approved, written explanation of just cause shall be provided to the PAEC Board of Directors within fourteen (14) days of the District of Record's decision.
- I. The Board of Directors for the Consortium shall be composed of the Superintendents of all Member Districts. The Directors will:
 1. Determine all policies for operation of the Consortium.
 2. Determine programs, products, contracted services, and charges for services rendered by the Consortium.
 3. Determine Consortium salary schedule and compensation plan.
 4. Recommend establishment of positions and individuals for appointment to the District of Record.

The Board of Directors has full authority to control the Consortium within the parameters of Florida Statutes, State Board of Education administrative rules, and the Board-approved policies of the school board of the District of Record.

- J. An Executive Director, recommended by the Board of Directors and approved by the school board of the District of Record, will manage the operation of the Consortium. Said Executive Director will:
 1. Be responsible for compliance of Consortium operation with all Consortium policies, applicable State Laws, and State Board of Education Regulations.
 2. Keep the Board of Directors and District of Record apprised of all Consortium activities.

VI. TERMS OF AGREEMENT. The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2026. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

VII. TERMINATION OF AGREEMENT. The district must submit a written notice of intent to withdraw ("Terminate") from the Member Services program on district letterhead, signed by the Superintendent, at least six months before the June 30 renewal date. If the Executive Director does not receive timely written notice, the Agreement will automatically renew for one year.

This Agreement among the Member Districts of the Consortium, as set forth in this Agreement, will be in operation and effect from July 1, 2026, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium, shall be binding for one (1) fiscal year from said date of July 1, 2026.

For PAEC membership, each district pays a fixed base sum of \$3,000 plus \$2.00/4037.40 FTE based on the third calculation of the previous school year, not to include Family Empowerment Scholarship FTE.

For the above-described services, **The District** agrees to pay **The School Board of Washington County, Florida**, Fiscal Agent, and District of Record for **PAEC**, the sum of \$11,074.80, payable upon completion of this Agreement.

BOD approval: April 15, 2026

WCSB approval: April 13, 2026

**PANHANDLE AREA EDUCATIONAL CONSORTIUM
INSTRUCTIONAL SERVICES
CONTRACT FOR DISTRICT PARTICIPATION**



A contract of **The School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42. (14) and the Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **The School Board of Gadsden County, Florida**, has been reviewed by both parties. It is the decision of these participants that the contract for rendering services and benefits shall commence as of July 1, 2026, and shall end on June 30, 2027.

WHEREAS The District has the power and the duty, among other responsibilities, to cooperate with other agencies in joint programs when it is in the best interest of the district, taxpayers, the education system, and the school children of the participating district, and

WHEREAS The District agrees to participate along with other participating and member districts in the PAEC Instructional Services Division and

WHEREAS PAEC operates in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Instructional Services Advisory Council and approved by the Board of Directors of PAEC.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICTS

A. The Instructional Services division will:

1. Comply with all requirements of s.119.07, F.S., Florida's Public Records Act.
2. Collaborate with district curriculum and professional learning directors through a PAEC district liaison to assess content assistance needs.
3. Coordinate and facilitate the PAEC Instructional Services Council meetings with district instructional and curriculum administrators, providing opportunities for networking and sharing effective practices and Florida Department of Education updates.
4. Provide technical assistance with the implementation of legislative mandates and FLDOE initiatives and assist, when appropriate, in seeking legislative funding for local initiatives.
5. Support district efforts to align curriculum with Florida's State Academic Standards by:
 - a. Facilitating ongoing implementation of the standards.
 - b. Assisting with resources and materials.
 - c. Analyzing assessment data to identify strengths and weaknesses.
6. Develop and deliver evidence-based workshops for educators, integrating appropriate technology, adult learning principles, and Florida's Professional Learning Standards.
7. Provide professional learning on standards-based instruction, including:
 - a. Analyzing Florida's academic standards and benchmarks.
 - b. Developing standards-aligned learning targets and success criteria.
 - c. Aligning instruction, student tasks, and assessments with academic rigor.
8. Identify and apply research-based strategies and resources to support effective instruction for all students.
9. Collaborate with district personnel to support classroom walkthroughs upon request.
10. Provide classroom support based on walkthrough/observation findings and administrative requests, including modeling best practices and curriculum planning.

11. Offer online, blended, or in-person professional learning—at no additional cost—for:
 - a. ESOL, Athletic Coaching, and Reading Add-On Endorsement courses
 - b. Classroom Management
 - c. Florida's Reading Multi-Sensory requirement
 - d. Data Analysis
 - e. Clinical Educator Training
12. Provide subject matter experts to assist with identified district needs, such as classroom management, absenteeism, and crisis prevention intervention through face-to-face workshops when applicable.
13. Use a PAEC liaison to conduct needs assessments and develop district-specific support plans with measurable outcomes.
14. Coordinate multi-district professional learning activities in collaboration with district curriculum and literacy contacts.
15. Partner with organizations/agencies to offer professional learning opportunities, handling registration, tracking, and evaluation follow-ups.
16. Collaborate with colleges/universities to share consortium training opportunities.
17. Assist districts/schools in selecting presenters for targeted professional learning.
18. Coordinate key professional events, including:
 - a. Annual Leadership Conference for district and school leadership
 - b. Role-like Cadres/Convenings to include Leadership, Instructional Coaches, Counselors, Content Area teachers, CTE, etc.
 - c. Textbook Adoption Fairs as needed or required by the State.
19. Leverage technology to maximize accessibility and minimize travel when appropriate.

B. Professional Learning Services, to be included under the Instructional Services division, are as follows:

1. Professional Learning Coordination & Compliance
 - a. Manage the 5-year Professional Learning Catalog with annual review, revision, and submission for board approval.
 - b. Develop and update add-on endorsement plans, and the Leadership Development Plan as required by FDOE.
 - c. Integrate a standardized electronic Professional Learning Plan (PLP) through the electronic Professional Development Connections (ePDC).
 - d. Utilize PAEC ePDC to ensure participants earn in-service credit for professional learning activities.
 - e. Review and revise the Annual Professional Learning Needs Assessment, ensuring district access.
 - f. Maintain and update electronic Professional Development Connections (ePDC) to meet Florida Statute and FDOE guidelines.
 - i. Continuously revise ePDC for usability and evolving educator/district needs.
 - ii. Provide annual ePDC training for district administrators.
 - iii. Offer PAEC online courses
2. Provide pre-audit technical assistance for Florida's Professional Learning System Protocol site visits.

II. GOVERNANCE

As part of its work, the PAEC Instructional Services Division shall have an Instructional Services Advisory Council. The officers of the Council will be chairperson and co-chairperson. Officers will also be voting members. The term of office will be two (2) years provided the officeholder has been reappointed to the Instructional Services Council by his/her district school board. Nominees for chairperson shall have served a minimum of 12 months prior to nomination. The Council shall assist the PAEC Executive Director in the overall management of PAEC Instructional Services.

III. DISTRICT RESPONSIBILITIES

- A. The Superintendent will appoint one representative who will serve as the primary Instructional Services Division contact (POC) between PAEC and the district.
- B. POCs will designate a backup contact.
- C. Responsible for facilitating internal communication regarding available training to district personnel.
- D. Responsible for attending conference calls and training.
- E. Responsible for providing feedback on meeting sites, agenda items, etc.

IV. PAEC ASSETS

Training and Website materials provided by the PAEC Instructional Services Division are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

- V. District Financial Participation.** The District will pay for services received through participating in the PAEC Instructional Services. All assessments will be based on actual costs incurred, prorated among participants. Each participating district hereby agrees to pay a sum per most recent unweighted FTE 3rd calculation at a rate of \$6.15/unweighted FTE. Reported unweighted FTE is 4,037.40 and the total participation sum is \$24,830.01. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by October 1.

- VI. TERMS OF AGREEMENT.** The term of this agreement with the PAEC Instructional Services Division shall commence as of July 1 of each school year (the “renewal date”) and shall end on June 30 of each school year (the “termination date”) unless the participating district chooses to renew this contract for an additional year. Each District entering a contract with the PAEC Instructional Services Division shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw (“Terminate”) on district letterhead, signed by the Superintendent from participation in the PAEC Instructional Services contract, must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This contract will automatically renew for an additional 1-year period if such written notice is not received in a timely manner by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline providing services to a participating district because of failure to:

- Make full payment by October 1st of each year.
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by October 1st of each year.

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING

PAEC Instructional Services Division is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Instructional Services Division staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Instructional Services Division shall contribute its pro-rata share of the PAEC/Fiscal Agreement Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS

The equipment purchased to facilitate the division operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Instructional Services Division is transferred to another District of Record, all equipment purchased with PAEC Instructional Services Division funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above-described services, The District agrees to pay the District School Board of Washington County, Florida, fiscal agent, and District of Record for PAEC the sum of **\$24,830.01**, payable upon execution of this contract.

BOD approval: April 15. 2026
WCSB approval: April 13. 2026

**PANHANDLE AREA EDUCATIONAL CONSORTIUM
HUMAN RESOURCES SUPPORT SERVICES
CONTRACT FOR DISTRICT PARTICIPATION**



A contract of **The School Board of Gadsden County, Florida**, hereinafter referred to as “District,” pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida, fiscal agent for The Panhandle Area Educational Consortium (PAEC)** and **The School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the contract for rendering of services and benefits shall commence as of July 1, 2026, and shall end on June 30, 2027.

WHEREAS, The District has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District agrees to participate along with other participating and member districts in the PAEC Human Resources Support Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by PAEC and approved by the Board of Directors of PAEC.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT

The specific needs, which will be met by consortium activity as they relate to the Human Resources Support Services to Districts, are:

- A. PAEC Human Resources Support Services will comply with all requirements relating to s.119.07, F.S, Florida’s public records act.
- B. Assist in streamlining Human Capital Management System and utilizing system data metrics.
- C. Facilitate networking and sharing of best practices in school district Human Resources.
- D. Assist district in planning and coordinating targeted professional development.
- E. Collaborate and inform on all matters related to innovative recruitment and retention initiatives/strategies.
- F. Provide training and support for implementation of Skyward Fast Track.
- G. Assist in development of recruitment programs, budgets, brochures, and other related material.
- H. Target specific universities and teaching colleges within Florida and out-of-state, if applicable, for recruitment visits (includes registration fees for respective career fairs).
- I. Coordinate with district staff to plan a recruitment event for the Northwest Florida region.
- J. Work with district and PAEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- K. Work with districts on grow-your-own teacher initiatives (including Future Educator Clubs).
- L. Serve as a liaison with the Florida Department of Education Educator Recruitment Development and Retention Office and work to secure support for PAEC recruitment initiatives.

II. GOVERNANCE

PAEC Human Resources Support Services shall be under the PAEC Business Services Department.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative who will serve as the primary HR contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for providing feedback on meeting sites, agenda items, etc.

IV. PAEC ASSETS

Training and Website materials provided by the PAEC Human Resources Support Project are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

- V. DISTRICT FINANCIAL PARTICIPATION.** The District will pay for services received through participating in the PAEC Human Resources Project. All assessments will be based on actual costs incurred, prorated among participants on a base sum of \$1,534.82 plus a sum per unweighted FTE. Each participating district hereby agrees to pay a sum per most recent unweighted FTE 3rd calculation at a rate of .66 per unweighted FTE. Reported unweighted FTE is 4,270.81 and the total participation sum is \$4,353.55. This contribution shall be the total obligation of each participating district during the agreement year unless additional assessments are approved by the District. Payment must be made by the District and received by PAEC by September 15th.

- VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC Human Resources Services shall commence as of July 1 of each school year (the “renewal date”) and shall end on June 30th of each school year (the “termination date”) unless the participating district chooses to renew this contract for an additional year. Each District entering into a contract with PAEC Human Resources Services shall do so effective July 1st unless specified to the contrary.

VII. TERMINATION OF AGREEMENT

A. TERMINATION BY DISTRICT

The district must submit a written notice of intent to withdraw (“Terminate”) from participation in the PAEC Human Resources Services program on district letterhead, signed by the Superintendent, at least six months before the June 30 renewal date. If the PAEC Executive Director does not receive timely notice, the contract will automatically renew for one year.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

Make full payment by October 1st of each year.

For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by October 1st of each year.

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING

PAEC Human Resources Services Project is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Human Resources Services Project staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Human Resources Services Project shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS

The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/Human Resources Services Project is transferred to another District of Record, all equipment purchased with PAEC/Human Resources Services Project funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above-described services, The District agrees to pay The School Board of Washington County, Florida, fiscal agent, and District of Record for PAEC, the sum of \$4,353.55 payable upon execution of this contract.

BOD approval: April 15, 2026
WCSB approval: April 13, 2026

**PANHANDLE AREA EDUCATIONAL CONSORTIUM
GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT
CONTRACT FOR DISTRICT PARTICIPATION**

A contract of **The School Board of __GADSDEN__, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **The School Board of __GADSDEN__ County Florida**, has been reviewed by both parties. It is the decision of these participants that the contract for rendering of services and benefits shall commence as of July 1, 2026, and shall end on June 30, 2027.

WHEREAS, The District has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District agrees to participate along with other participating and member districts in the Gateway Educational Computing Consultants (Gateway) and

WHEREAS, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as approved by the Board of Directors of PAEC as extended to include all the superintendents of districts participating in the Gateway Project.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
 - A.** PAEC Gateway Services will comply with all requirements relating to s.119.07, F.S., Florida's public records act.
 - B.** Contracting for software updates, maintenance, and technical assistance.
 - C.** Application of software updates implemented at hosting service.
 - D.** Training of district personnel with regard to:
 1. Initial and continuing implementation of system
 2. Operational changes required by software updates
 3. Operational changes per requirements of the Florida Department of Education.
 - E.** On-site and telephone consultation to provide technical assistance and problem correction.
 - F.** Technical assistance in the maintenance of files to provide long-term records
 - G.** Technical assistance in the operation of data processing equipment necessary to operate the system.
 - H.** Maintenance of disk packs required for software libraries and online user files.
 - I.** Technical assistance in providing required automated files to DOE.
 - J.** Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
 - K.** Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
 - L.** PAEC Gateway staff members will serve as backup Security Administrators to the District's Security Manager. As backup Security Administrators PAEC Gateway staff will provide: 1) security access for new users by creating new accounts and giving access to modules and/or screens, and 2) update security for current users who may change jobs or whose job

responsibilities have changed. PAEC Gateway staff will have two individual user IDs/passwords with permissions for system-wide access on product setup, and inquiry only setup on finance and payroll. View only access will ensure security control are maintained. Passwords for these two users will change as set by the district and according to the ISCorp Contingency Plan.

PAEC will also have a PAEC user ID/password that will only be utilized to run jobs sent to the auditor general's office including other scheduled jobs as needed by the district.

II. GOVERNANCE

The PAEC Board of Directors has established the PAEC Gateway Educational Computing Consultants entity to work with districts on their financial data processing needs. As part of its work, the PAEC Gateway Educational Computing Consultants shall have an Advisory Committee. The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan (for staff paid from project budget) and PAEC Overhead Funding Plan.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary Finance contact (POC) between PAEC Gateway and the district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- E. Responsible for importing data into system.
- F. Responsible for facilitating internal training to district personnel.
- G. Responsible for setting up two individual IDs and passwords for Gateway staff to serve as backup Security Administrators, as needed. Responsible for setting up the general PAEC user ID and password. District will set permissions for individual users as follows: system-wide access on product setup, and inquiry only setup on finance and payroll. Passwords for these two users will change as set by the district and according to the ISCorp Contingency Plan.
- H. District will have established procedures to include periodic evaluations of all system changes to detect and remedy any unauthorized changes.

- IV. PAEC ASSETS.** Training and Website materials provided by PAEC Gateway are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Gateway and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Gateway.

- V. DISTRICT FINANCIAL PARTICIPATION.** The District will pay for services received through participating in the PAEC Gateway Educational Computing Consultants. All assessments will be based on actual costs incurred, prorated among participants on a base sum of \$19,400.00

plus unweighted FTE. Each participating district hereby agrees to pay a base sum per most recent unweighted FTE 3rd calculation at a rate of \$2.2923900220 /unweighted FTE. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15th.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Gateway Educational Computing Consultants shall commence as of July 1 of each school year (the “renewal date”) and shall end on June 30 of each school year (the “termination date”) unless the participating district chooses to renew this contract for an additional year. Each District entering into a contract with PAEC Gateway shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw (“Terminate”) from the PAEC Gateway Educational Computing Consultants program on district letterhead, signed by Superintendent, at least six months before the June 30 renewal date. If the PAEC Executive Director does not receive timely notice, the contract will automatically renew for one year.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by October 1st of each year.
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by October 1st of each year.

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING

PAEC Human Resources Services Project is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Human Resources Services Project staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Human Resources Services Project shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment transferred from the former district of record, the School Board of Bay County, will be vested in Washington County School Board according to the present PAEC Agreement. If the Gateway Project is transferred to another District of Record, all equipment purchased with Gateway Project funds will be transferred to the new district upon approval of the PAEC Extended Board of Directors.

For the above-described services, The District agrees to pay The School Board of Washington County, Florida, fiscal agent and District of Record for PAEC \$ 23,633.43 for Gateway Services, the Skyward License Fee of \$ 25,935, the ISCorp hosting fee of \$ 7,760.26, and Qmlativ conversion cost of \$ 8,446.34 for a total of \$ 65,924.03, payable upon execution of this contract.

BOD approval: April 15, 2026

WCSB approval: April 13, 2026

**PANHANDLE AREA EDUCATIONAL CONSORTIUM
STUDENT DATA SERVICES
CONTRACT FOR DISTRICT PARTICIPATION**



The School Board of Washington County, Florida, fiscal agent for The Panhandle Area Educational Consortium (PAEC) and The School Board of Gadsden County, Florida (The District), have reviewed and agreed to the following services agreement. It is the decision of these participants that the contract for rendering of services and benefits shall commence as of July 1, 2026 and shall end on June 30, 2027.

WHEREAS, The District agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT. The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:

A. Compliance Assistance

Student Information System recommendations for compliance with Florida Department of Education (FLDOE) student database and student reporting requirements.

B. Help Desk Support

Help desk support will be provided through designated channels for only district level MIS primary and/or backup contact(s) to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. We strive to respond to all requests promptly and ensure that every district receives timely and effective assistance. Support is generally handled on a first-come, first-served basis. All Focus SIS support must be entered into the PAEC SDS helpdesk, and programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary and district MIS contacts will be copied. To maintain fairness and ensure that all districts receive the level of support needed, PAEC SDS may occasionally adjust response priorities. Districts with high-volume or complex support needs may experience longer turnaround times than other districts who only require essential or time-sensitive support. This approach helps us maintain equitable service and ensure that all districts benefit from PAEC SDS resources.

C. Project Planning and Prioritization

Each year, participating districts have the opportunity to provide input on large-scale projects or enhancements. These projects are ranked collectively by the districts to help determine development priorities. This collaborative process ensures that our major efforts reflect the shared needs and goals of all participating members.

D. District-Specific Projects and On-Site Assistances

Requests for projects that are unique to an individual district will be evaluated based on available resources and alignment with the overall program goals. If the scope of a district-specific project exceeds what can be reasonably supported as part of standard services, PAEC SDS offers up to two (2) on-site days per year to assist with these needs. On mutually agreed dates, each district may utilize these two days per year for:

1. Projects or consultation with the district's primary and/or backup contact to address SIS application-related needs, or
2. Training and technical assistance for any district or school staff on any SIS-related procedures.

E. Training of district MIS contact:

1. Regularly scheduled webinar training sessions for all participating districts collectively to cover topics suggested by PAEC and the districts MIS contacts.
2. Seasonal in-person training sessions for all participating districts collectively on pertinent procedures involving the Student Information System.
3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
4. Weekly hot topic email newsletter.
5. Web repository of training documents and videos.

F. Custom Development and Shared Resources

PAEC Student Data Services develops and maintains shared tools and resources to support all participating districts collectively. These include, but are not limited to:

1. Repository of custom SQL reports
2. Custom SQL integrations
3. Custom programs
4. Data import process and instructions

The creation and maintenance of these resources are determined by program-wide needs and priorities established by PAEC Student Data Services in collaboration with participating districts. Requests for new customizations or modifications will be evaluated based on their potential benefit to multiple districts and the availability of development resources.

II. GOVERNANCE. The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent or equivalent for districts without a Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate an alternate contact. The POC and the alternate will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being made. A quorum must be present to take action. The Committee will have a chair and a co-chair who will serve two (2) year terms. At the conclusion of the two (2) year term, the Co-Chair shall assume the role of Chair, and the Committee shall elect a new Co-Chair. If the Chair is unable to complete his/her term, the Co-Chair will finish the term as Chair, a new Co-Chair will be elected by the Committee, and the two will serve the next two (2) year term after the "vacated" term has ended. If the Co-Chair is unable to complete his/her term, the Committee shall elect a new Co-Chair to serve the remainder of the term.

III. DISTRICT RESPONSIBILITIES

Each participating district agrees to maintain adequate local MIS staffing, resources, and internal processes necessary to support the proper operation and reporting functions of the Student Information System (SIS). PAEC Student Data Services support does not replace or reduce the district's responsibility to maintain qualified local MIS staff. District responsibilities include, but are not limited to, the following:

A. Designation of MIS Personnel

Each district shall designate a qualified Management Information Systems (MIS) staff member as the primary contact with PAEC Student Data Services and a secondary (backup) contact to ensure continuity. The district is responsible for ensuring MIS staff possess adequate technical knowledge, training, and dedicated time to manage SIS operations, state reporting, and data quality. In the event of staff turnover,

the district must fill the position promptly and ensure proper transfer of knowledge and documentation. While PAEC Student Data Services will provide reasonable assistance to help maintain compliance, the district retains full responsibility for staffing, data accuracy, and reporting.

B. Data Management and Quality

The district is responsible for maintaining accurate, complete, and timely data within the SIS, and meeting all reporting deadlines. MIS staff must perform initial troubleshooting prior to requesting support and providing clear, detailed examples when reporting data issues.

C. Participation and Training

The district shall ensure participation in scheduled training and meetings conducted by PAEC Student Data Services, and shall facilitate internal training for district personnel as needed to maintain effective use of the SIS.

D. Data Imports and Technical Requests

Responsible for importing data (i.e. test scores) into the system. The district is responsible for importing applicable data files (e.g., assessment results) using the tools, procedures, and instructions provided by PAEC Student Data Services. For any new technical request, such as a custom report, data integration, or automated import, the district is responsible for:

- i. Providing complete and accurate specifications and any required documentation.
- ii. Ensuring appropriate data privacy agreements are in place with any third-party vendors.
- iii. Coordinating communication with the third-party vendor and verifying the security of all data transmission methods.
- iv. Notifying PAEC Student Data Services of any changes to vendor processes, data formats, or access credentials that could affect existing integrations including dissolution of any contracts.

PAEC Student Data Services will assist in evaluating and implementing such requests based on available resources and alignment with program-wide priorities.

E. System Security and Updates

The district designated Management Information Systems (MIS) staff member and secondary (backup) are responsible for managing user profiles and individual account permissions for district data. The MIS is ultimately accountable for maintaining the overall security of the district data and SIS, including applying system updates and enabling security settings recommended by PAEC Student Data Services that supports district policies, operational needs, and strategic goals.

- IV. PAEC ASSETS.** Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.
- V. DISTRICT FINANCIAL PARTICIPATION.** The District will pay for services received through participating in the PAEC Student Data Services program. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15th. The cost for The School Board of Gadsden County, Florida for the term of this contract is \$27,340.67.
- VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the “renewal date”) and shall end on June 30 of each school year (the “termination date”) unless the participating district chooses to renew this

contract for an additional year. Each District entering into a contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw (“Terminate”) from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This contract will automatically renew for an additional 1-year period if such written notice is not received in time by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by October 1st.
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by October 1st.

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

X. FERPA STATEMENT. PAEC recognizes that the District is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and that PAEC may have access to student information. PAEC agrees that it is a “School Official” (as that term is used in FERPA) with a “legitimate educational interest” in any Data that is protected by FERPA and, therefore, agrees that with respect to all Data that is protected by FERPA, to the extent that PAEC accesses unencrypted Data that is subject to FERPA, PAEC will comply with all obligations of a School Official with respect to such access.

XI. PUBLIC RECORDS: To the extent that PAEC meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, PAEC must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records required by the District to perform the service.

- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if records are not transferred to the District.
- D. If PAEC transfers all public records to the District upon completion of the contract, PAEC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PAEC keeps and maintains public records upon completion of the contract, PAEC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District custodian of public records, in a format that is compatible with the information technology systems of the District.
- E. If PAEC has questions regarding the application of chapter 119, Florida Statutes, to PAEC's duty to provide public records relating to this agreement, contact the custodian of public records at the District.
- F. PAEC acknowledges that the District cannot and will not provide legal advice or business advice to PAEC with respect to its obligations pursuant to this section related to public records. The party further acknowledges that it will not rely on the District or its counsel to provide such business or legal advice, and that the party has been advised to seek professional advice with regard to public records matters addressed by this agreement. The party acknowledges that its failure to comply with Florida law and this contract with respect to public records shall constitute a material breach of this contract and grounds for termination.

For the above-described services, The District agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC the sum total of \$27,340.67 - payable upon execution of this contract.

BOD date: April 15, 2026
WCSB date: April 13, 2026

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: 2026-2027 SY Uniform Assessment Schedule

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this document is to publicly share Gadsden's district and statewide assessment dates for the 2026-2027 school year.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Caroline McKinnon

POSITION: District Assessment Coordinator

Le 8/01/26

INSTRUCTIONS TO BE COMPLETED BY PREPARER

0 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

2026–27 Uniform Statewide Assessment Calendar

According to Section 1008.22(7)(b), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C.), the uniform assessment calendar must be published on the Florida Department of Education (FDOE) website by January of each year for, at a minimum, the following two school years. Prior to posting, FDOE will complete sections 1 through 4 with the appropriate information.

Each school district must then complete the uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the FDOE by October 1 of each school year. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information provided by the Department in sections 1 through 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. The FDOE will populate this section with state-level terms in addition to those specified in s. 1008.22(7)(i), F.S. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments but should not modify any FDOE-provided information.

Acronym/Term	Definition
WIDA ACCESS	Assessment to measure English language acquisition of English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide, standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide, standardized assessment to include amount of time for administration, settings for administration of a statewide, standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
ASVAB	Armed Services Vocational Aptitude Battery
B.E.S.T.	Benchmarks for Excellent Student Thinking
CBT	Computer-Based Test
CLT	Classic Learning Test
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score, as specified in Rule 6A-1.09422, F.A.C.
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need.
District Window	The selected dates within the statewide window during which a district will administer a given assessment.
District-Required Assessments	Assessments required by the school district for students in a specific grade or course.
ELA	English Language Arts
EOC	End-of-Course

2026–27 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results.
FAA	Florida Alternate Assessment; The FAA—Datafolio is designed to provide meaningful information about students with the most significant cognitive disabilities who typically do not have a formal mode of communication and are working at pre-academic levels. The FAA—Performance Task is a performance-based assessment for students with the most significant cognitive disabilities aligned to the state's alternate academic achievement standards.
FACT	Florida Advanced Course Test
FAST	Florida Assessment of Student Thinking
FCLE	Florida Civic Literacy Exam
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
PBT	Paper-Based Test
PM1	The baseline administration of FAST progress monitoring in the beginning of the school year.
PM2	The midyear administration of FAST progress monitoring in the middle of the school year.
PM3	The summative administration of FAST progress monitoring at the end of the school year; the statewide, standardized ELA assessment for students in grades 3 through 10 and the statewide, standardized Mathematics assessment for students in grades 3 through 8.
Progress Monitoring	The process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(9)(b)1, F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(9)(b)3, F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction.
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment.
Testing Time	The amount of time individual students are each given to respond to test items on each test.
VPK	Florida's Voluntary Prekindergarten Education Program

2026–27 Uniform Statewide Assessment Calendar

2. Test, Type, and Purpose/Use

FDOE will populate this section with information related to state-level tests. Districts may add rows as needed to define district-required tests, test type, and their purpose/use in the district, but they should not modify any FDOE-provided information. If additional types are added, define applicable types in the glossary.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
WIDA ACCESS	Diagnostic	Measure English language acquisition of ELs	s. 1003.56, F.S. Rule 6A-1.09432, F.A.C.
WIDA Alternate ACCESS	Diagnostic	Measure English language acquisition of ELs with the most significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. s. 1009.531, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C. Rule 6A-20.028, F.A.C.
ASVAB	Evaluative	Determine whether a student is qualified to enlist in the military and to assign an appropriate military job	s. 1003.451, F.S. s. 1008.34, F.S. Rule 6A-1.09981, F.A.C.
CLT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. s. 1009.531, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C. Rule 6A-20.028, F.A.C.
CLT10	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
FACT	Summative	Inform course placement; college credit	s. 1007.27, F.S.
FAST PM1 and PM2	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students' progress to parents, teachers, and school and program administrators. Used to provide data for accountability of the Voluntary Prekindergarten Education Program.	s. 1002.68, F.S. s. 1008.25(9), F.S. Rule 6M-8.622, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(5), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(5)(b), F.S.
B.E.S.T. Writing	Summative	Purpose: statewide, standardized assessments, including FAST PM3, measure student achievement of Florida's state academic	s. 1002.38, F.S. s. 1002.394, F.S.
EOC	Summative		

Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective August 2025

Updated June 26, 2026



2026–27 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
FAST PM3	Progress Monitoring/Summative	standards	s. 1002.395, F.S.
FAA—Performance Task	Summative	Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement ratings; district grades; School Improvement; Federal Percent of Points Index (FPII); Value-Added Model (VAM); Scholar designation; Credit Acceleration Program; school improvement plans; school, district, state and federal reporting; assessment provisions for students in scholarship programs and stationed on military bases; New Worlds Reading Initiative; Reading Achievement Initiative for Scholastic Excellence (RAISE) Program	s. 1002.45, F.S. s. 1002.68, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1003.4285, F.S. s. 1003.433, F.S. s. 1003.485, F.S. s. 1004.04, F.S. s. 1008.212, F.S. s. 1008.213, F.S. s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1008.3415, F.S. s. 1008.345, F.S. s. 1008.365, F.S. s. 1012.34, F.S. s. 1012.56, F.S.
FAA—Datafolio	Portfolio		Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09430, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09963, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-1.099828, F.A.C. Rule 6A-5.0411, F.A.C. Rule 6A-6.0212, F.A.C. Rule 6A-6.0531, F.A.C. Rule 6A-6.0532, F.A.C. Rule 6A-10.042, F.A.C.
Statewide Science Assessment	Summative		

2026–27 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
PSAT10	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C.
SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. s. 1009.531, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-10.0315, F.A.C. Rule 6A-20.028, F.A.C.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the **Students to Be Tested** column. FDOE will complete this section with the required statewide assessments. Districts should then populate the **District Window** column for each assessment in the table but should not modify any FDOE-provided information.

When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
VPK FAST PM1	Students enrolled in VPK	First 30 instructional days after a student's enrollment or the start of a program year or school year	August 18-September 18, 2026	CBT	10–20 minutes	Immediately following test completion
FAST PM1	Kindergarten–Grade 1 ELA Reading ¹	August 3–September 25, 2026	August 24-September 4, 2026	CBT ²	10–20 minutes	Immediately following test completion

2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM1	Grade 2 ELA Reading ¹	August 3–September 25, 2026	August 24–September 4, 2026	CBT ²	15–20 minutes	Immediately following test completion
FAST PM1	Kindergarten–Grade 2 Mathematics ¹	August 3–September 25, 2026	August 24–September 4, 2026	CBT ²	20–30 minutes	Immediately following test completion
FAST PM1	Grades 3–10 ELA Reading	August 10–September 25, 2026	September 1–11, 2026	CBT ²	90 minutes ³	Immediately following test completion
FAST PM1	Grades 3–5 Mathematics	August 10–September 25, 2026	September 1–11, 2026	CBT ²	80 minutes ³	Immediately following test completion
FAST PM1	Grades 6–8 Mathematics	August 10–September 25, 2026	September 1–11, 2026	CBT ²	100 minutes ³	Immediately following test completion
FAA—Datafolio ⁴	Grades 3–10 ELA (Reading and Writing); Grades 3–8 Mathematics; Grades 5 and 8 Science; and Algebra 1, Biology 1, Civics, Geometry, and U.S. History EOCs	Collection Period 1: August 31–October 9, 2026	NA	PBT	Varies/Untimed	June 2027
	Grade 10 students in districts that selected PSAT/NMSQT	October 2026	October 2026	CBT/PBT	134 minutes	4–6 weeks after testing
PreACT ⁷	Grade 10 students in districts that selected PreACT	October 2026–April 2027	NA	CBT/PBT	150 minutes	Approximately 2 weeks after testing
FAA—Datafolio ⁴	Grades 3–10 ELA (Reading and Writing); Grades 3–8 Mathematics; Grades 5 and 8 Science; and Algebra 1, Biology 1, Civics, Geometry, and U.S. History EOCs	Collection Period 2: November 9–December 11, 2026	NA	PBT	Varies/Untimed	June 2027
	Students enrolled in associated courses	November 2–December 18, 2026	November 2–December 18, 2026	CBT ²	160 minutes ⁵	Immediately following test completion
VPK FAST PM2	Students enrolled in VPK	Midyear	December 1–11, 2026	CBT	10–20 minutes	Immediately following test completion

Rule 6A-1.094224, F.A.C.

Form ARIM 001

Effective August 2025

Updated June 26, 2026



2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
CLT10 ⁷	Grade 10 students in districts that selected CLT10	November 2026–April 2027	NA	PBT/CBT	120 minutes	Within 3 weeks
FAST PM2	Kindergarten–Grade 1 ELA Reading	November 30, 2026–January 22, 2027	December 1–11, 2026	CBT ²	10–20 minutes	Immediately following test completion
FAST PM2	Grade 2 ELA Reading	November 30, 2026–January 22, 2027	December 1–11, 2026	CBT ²	15–20 minutes	Immediately following test completion
FAST PM2	Kindergarten–Grade 2 Mathematics	November 30, 2026–January 22, 2027	December 1–11, 2026	CBT ²	20–30 minutes	Immediately following test completion
FAST PM2	Grades 3–10 ELA Reading	November 30, 2026–January 22, 2027	December 7–17, 2026	CBT ²	90 minutes ³	Immediately following test completion
FAST PM2	Grades 3–5 Mathematics	November 30, 2026–January 22, 2027	December 7–17, 2026	CBT ²	80 minutes ³	Immediately following test completion
FAST PM2	Grades 6–8 Mathematics	November 30, 2026–January 22, 2027	December 7–17, 2026	CBT ²	100 minutes ³	Immediately following test completion
FAA—Datafolio ⁴	Grades 3–10 ELA (Reading and Writing); Grades 3–8 Mathematics; Grades 5 and 8 Science; and Algebra 1, Biology 1, Civics, Geometry, and U.S. History EOCs	Collection Period 3: February 22–March 26, 2027	NA	PBT	Varies/Untimed	June 2027
	Grade 11 students in districts that selected ACT	February–April 2027	NA	CBT	175 minutes	3–8 weeks after test administration
	Grade 11 students in districts that selected CLT	February–April 2027	NA	CBT	120 minutes	Within 8 business days
	Grade 11 students in districts that selected SAT	March–April 2027	March–April 2027	CBT	134 minutes	2–4 weeks after test administration

Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective August 2025

Updated June 26, 2026



2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAA—Performance Task ⁶	Grades 3–8 ELA and Mathematics; Grades 4–8 Writing; Grades 5 and 8 Science; and Civics EOC	March 1–April 16, 2027	March 1–April 16, 2027	PBT	Varies/Untimed	June 2027
FAA—Performance Task ⁶	Grades 9 and 10 ELA; Grades 9 and 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 8–April 23, 2027	March 8–April 23, 2027	PBT	Varies/Untimed	June 2027
B.E.S.T. Writing	Grades 4–10	March 29–April 9, 2027	April 5–9, 2027	CBT ²	120 minutes ⁵	June 2027
FCLE	Students enrolled in associated courses	March 29–May 28, 2027	March 29–May 21, 2027	CBT ²	160 minutes ⁵	Immediately following test completion
VPK FAST PM3	Students enrolled in VPK	The last 30 days of the program or school year	April 13–30, 2027	CBT	10–20 minutes	Immediately following test completion
FAST PM3	Kindergarten ELA Reading ⁸	April 12–May 28, 2027	April 19–30, 2027	CBT ²	10–20 minutes	Immediately following test completion
FAST PM3	Grades 1–2 ELA Reading ⁸	April 12–May 28, 2027	April 19–30, 2027	CBT ²	15–20 minutes	Immediately following test completion
FAST PM3	Kindergarten–Grade 2 Mathematics ⁸	April 12–May 28, 2027	April 19–30, 2027	CBT ²	20–30 minutes	Immediately following test completion
FAST PM3	Grades 3–10 ELA Reading	May 3–28, 2027	May 3–21, 2027	CBT ²	120 minutes ³	Immediately following test completion
FAST PM3	Grades 3–5 Mathematics	May 3–28, 2027	May 3–21, 2027	CBT ²	100 minutes ³	Immediately following test completion
FAST PM3	Grades 6–8 Mathematics	May 3–28, 2027	May 3–21, 2027	CBT ²	120 minutes ³	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	Students enrolled in associated courses	May 3–28, 2027	May 3–21, 2027	CBT ²	160 minutes ³	Immediately following test completion
Statewide Science	Grades 5 and 8	May 3–28, 2027	May 3–21, 2027	CBT ²	120 minutes ³	Immediately following test completion
FACT College Algebra	Students enrolled in associated courses	May 3–28, 2027	May 3–21, 2027	CBT ²	160 minutes ³	Immediately following test completion

¹K–2 FAST assessments for PM1 must be administered within the first 30 instructional days of the school year.

Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective August 2025

Updated June 26, 2026



2026–27 Uniform Statewide Assessment Calendar

- ² Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.
- ³ Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.
- ⁴ The FAA—Datafolio is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment or the FAA—Performance Task is inappropriate, even with accommodations.
- ⁵ Any student who has not completed the test by the end of the allotted time may continue working up to half the length of a typical school day.
- ⁶ The FAA—Performance Task is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.
- ⁷ Each district must choose to administer the CLT10, PreACT, or PSAT/NMSQT for grade 10 and the ACT, CLT, or SAT for grade 11. Complete the row for the assessments chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.
- ⁸ K–2 FAST assessments for PM3 must be administered within the last 30 instructional days of the school year.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. The FDOE will complete this section with the applicable statewide assessments. Districts should then populate the **District Window** column for the assessments in the table below but should not modify any FDOE-provided information. If an assessment is not being administered in your district, indicate “N/A” in the District Window column.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Students to Be Tested ³	Statewide Window	District Window	Mode	Testing Time	Results Expected
ASVAB	Applicable students	August 2026–May 2027	September 2, 2026 October 7, 2026 November 4, 2026 December 2, 2026 January 13, 2027 February 3, 2027 March 3, 2027 April 7, 2027 May 5, 2027	CBT/PBT	CBT: 198 minutes PBT: 149 minutes	Approximately 2 weeks after testing
FAST Grade 10 ELA Reading Retake	Applicable students	September 7–October 2, 2026	September 7–October 2, 2026	CBT ¹	120 minutes ²	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	Applicable students	September 7–October 2, 2026	September 7–October 2, 2026	CBT ¹	160 minutes ²	Immediately following test completion
FAA—Performance Task ⁴ Grade 10 ELA and Algebra 1 EOC Makeup	Applicable students	September 21–October 23, 2026	September 7–October 23, 2026	PBT	Varies/Untimed	December 2026
FAST Grade 10 ELA Reading Retake	Applicable students	November 30–December 18, 2026	November 30–December 18, 2026	CBT ¹	120 minutes ²	Immediately following test completion

2026–27 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested ³	Statewide Window	District Window	Mode	Testing Time	Results Expected
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	Applicable students	November 30–December 18, 2026	November 30–December 18, 2026	CBT ¹	160 minutes ²	Immediately following test completion
FACT College Algebra	NA	November 30–December 18, 2026	NA	CBT ¹	160 minutes ²	Immediately following test completion
WIDA ACCESS	Kindergarten students currently classified as ELL with “LY” code	January 11–March 12, 2027	January 11–March 12, 2027	PBT	45 minutes	June 2027
WIDA ACCESS	Grades 1–12 students currently classified as ELL with “LY” code	January 11–March 12, 2027	January 11–March 12, 2027	CBT	105–245 minutes ¹ (varies by grade-level/tier)	June 2027
WIDA Alternate ACCESS	K–12 students with the most significant cognitive disabilities and currently classified as ELL with “LY” code	January 11–March 12, 2027	January 11–March 12, 2027	PBT	120 minutes	June 2027
FAST Grade 10 ELA Reading Retake		May 3–28, 2027	May 3–21, 2027	CBT ¹	120 minutes ²	Immediately following test completion
FAST Grade 3 ELA Reading		June 21–25, 2027 July 12–16, 2027	May 3–21, 2027	CBT ²	120 minutes ²	Immediately following test completion
FAST Grade 10 ELA Reading Retake		June 21–25, 2027 July 12–16, 2027	May 3–21, 2027	CBT ¹	120 minutes ²	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		June 21–25, 2027 July 12–16, 2027	May 3–21, 2027	CBT ¹	160 minutes ²	Immediately following test completion

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

³ If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

⁴ The FAA—Performance Task is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

2026–27 Uniform Statewide Assessment Calendar

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in the district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
ACALETICS	Grades K-10	August 12-21, 2026 September 14-18, 2026 October 6-9, 2026 November 3-13, 2026 January 5-8, 2027 March 1-5, 2027 April 12-16, 2027	Computer	Untimed	Immediately following test completion
Renaissance STAR	Grades K-10	October 13-26, 2026 February 16-23, 2027	Computer	90 minutes	Immediately following test completion
Edmentum	Grades K-10	January 11-22, 2027	Computer	90 minutes	Immediately following test completion

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

2026–27 Uniform Statewide Assessment Calendar

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (in Minutes)
VPK	60	60	120
K	150	810	960
1	150	810	960
2	150	810	960
3	560	810	1,370
4	680	810	1,490
5	840	810	1,650
6	740	810	1,550
7	900	810	1,710
8	900	810	1,710
9	740	810	1,550
10	714	810	1,524
11	294	0	294
12	160	0	160

¹The amount of time for grade 10 statewide assessments will depend on whether a district selects CLT10, PreACT, or PSAT/NMSQT. If CLT10, use 700 minutes (580 + 120) for the grade 10 Statewide Assessments cell. If PreACT, use 730 (580 + 150) for the grade 10 Statewide Assessments cell. If PSAT/PSAT/NMSQT, use 714 (580 + 134) for the grade 10 Statewide Assessments cell.

²The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT, CLT, or SAT. If ACT, use 335 minutes (160 + 175) for the grade 11 Statewide Assessments cell. If CLT, use 280 minutes (160 + 120) for the grade 11 Statewide Assessments cell. If SAT, use 294 minutes (160 + 134) for the grade 11 Statewide Assessments cell.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: Approval of the Ratification of Teacher Salary Increase (TSIA) and Other Instructional Personnel Salary Increase Allocation (CTOIPS) for GCCTA.

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested for the TSIA/CTOIPS Ratification for GCCTA between the School Board of Gadsden County and the Gadsden County Classroom Teachers Association.

The TSIA/CTOIPS was ratified by GCCTA by a vote of in favor and opposed.

FUND SOURCE: NA

AMOUNT: NA

PREPARED BY: Dr. Sonya Jackson 

POSITION: Chief Negotiator Summary Sheet

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: 

TSIA/CTOIPS Salary Increase MOU

TSIA/CTOIPS Balance (minus charter and benefits) = **\$217,195.42**

TSIA/CTOIPS funds will be distributed among eligible instructional personnel, as stated in Florida statute.

Funds would be added to teachers' base salary, be recurring, and be FRS eligible.

The per-teacher allocation is not to exceed the statutory cap of \$3000 per eligible teacher, as defined by statute.

If any additional new Classroom Teacher and Other Instructional Personnel Salary Increase funds are received after the initial distribution, those funds will be distributed using the same agreed upon method.

Pending ratification by GCCTA and the School Board, funds shall be distributed beginning on the September 30 payroll.

The parties specifically agree that nothing in this agreement will prevent the parties from collectively bargaining salaries outside of the TSIA agreement as well as all other aspects of the applicable collective bargaining agreement.

These funds shall be distributed as follows (see next page):

TA'd

Matt Mel
7/20/26

TA 7/20/2026

Judith Mandula

T.A. Sonya K Jackson 7/20/26

FL YOE	2025-2026 Salary	2026-2027 Salary Proposal	
0	48,777.40	\$ 49,000.00	
1	48,777.40	\$ 49,000.00	
2	48,777.40	\$ 49,000.00	
3	48,777.40	\$ 49,003.00	
4	48,877.40	\$ 49,378.00	
5	48,877.40	\$ 49,478.00	
6	48,977.40	\$ 49,678.00	
7	49,077.40	\$ 49,878.00	
8	49,177.40	\$ 50,078.00	
9	49,277.40	\$ 50,277.40	
10	49,377.40	\$ 50,977.40	
11	49,477.40	\$ 51,077.40	
12	49,577.40	\$ 51,177.40	
13	49,927.40	\$ 51,627.40	
14	50,277.40	\$ 51,977.40	
15	50,627.40	\$ 52,467.40	
16	50,977.40	\$ 52,827.40	
17	51,327.40	\$ 53,177.40	
18	51,627.40	\$ 53,477.40	
19	52,027.40	\$ 53,877.40	
20	52,377.40	\$ 54,577.40	
21	52,977.40	\$ 55,177.40	
22	54,177.40	\$ 56,377.40	
23	54,877.40	\$ 57,077.40	
24	55,577.40	\$ 57,777.40	
25	56,277.40	\$ 58,777.40	
26	56,977.40	\$ 59,477.40	
27	57,677.40	\$ 60,177.40	
28	58,177.40	\$ 60,677.40	
29	58,677.40	\$ 61,178.20	
30	60,722.40	\$ 63,722.40	

T.A. Anthony Jackson 7/20/24
 TA 7/20/2024
 MDT Judith Mandula

YOS	# of teachers	TSIA Increase	GCSD Increase	Total Increase (TSIA +GCSD)	total per YOS
0	4	222.6	0	\$ 222.60	\$ 890.40
1	26	222.6	0	\$ 222.60	\$ 5,787.60
2	31	222.6	0	\$ 222.60	\$ 6,900.60
3	28	225.6	0	\$ 225.60	\$ 6,316.80
4	17	500.6	0	\$ 500.60	\$ 8,510.20
5	8	600.6	0	\$ 600.60	\$ 4,804.80
6	9	700.6	0	\$ 700.60	\$ 6,305.40
7	8	800.6	0	\$ 800.60	\$ 6,404.80
8	6	900.6	0	\$ 900.60	\$ 5,403.60
9	5	1000	0	\$ 1,000.00	\$ 5,000.00
10	8	1600	0	\$ 1,600.00	\$ 12,800.00
11	6	1600	0	\$ 1,600.00	\$ 9,600.00
12	3	1600	0	\$ 1,600.00	\$ 4,800.00
13	6	1700	0	\$ 1,700.00	\$ 10,200.00
14	3	1700	0	\$ 1,700.00	\$ 5,100.00
15	3	1840	0	\$ 1,840.00	\$ 5,520.00
16	5	1850	0	\$ 1,850.00	\$ 9,250.00
17	5	1850	0	\$ 1,850.00	\$ 9,250.00
18	2	1850	0	\$ 1,850.00	\$ 3,700.00
19	5	1850	0	\$ 1,850.00	\$ 9,250.00
20	4	2200	0	\$ 2,200.00	\$ 8,800.00
21	0	2200	0	\$ 2,200.00	\$ -
22	4	2200	0	\$ 2,200.00	\$ 8,800.00
23	5	2200	0	\$ 2,200.00	\$ 11,000.00
24	4	2200	0	\$ 2,200.00	\$ 8,800.00
25	2	2500	0	\$ 2,500.00	\$ 5,000.00
26	1	2500	0	\$ 2,500.00	\$ 2,500.00
27	2	2500	0	\$ 2,500.00	\$ 5,000.00
28	2	2500	0	\$ 2,500.00	\$ 5,000.00
29	1	2500.8	0	\$ 2,500.80	\$ 2,500.80
30	2	3000	0	\$ 3,000.00	\$ 6,000.00
31	1	3000	0	\$ 3,000.00	\$ 3,000.00
32	1	3000	0	\$ 3,000.00	\$ 3,000.00
33	1	3000	0	\$ 3,000.00	\$ 3,000.00
34	0	3000	0	\$ 3,000.00	\$ -
35+	3	3000	0	\$ 3,000.00	\$ 9,000.00
Total	221		\$0		\$ 217,195.00

MDT

TA 7/20/2026

Judith Mandula

T.A. Houghton
7/20/26

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: August 25, 2026

TITLE OF AGENDA ITEM: Student Code of Conduct Updates and Changes

DIVISION: Administrative Services

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this agenda item is to request Board approval of the 2026-2027 Student Code of Conduct.

FUND SOURCE: NA

AMOUNT: NA

PREPARED BY: Elijah Key, Jr.

POSITION: Superintendent of Schools

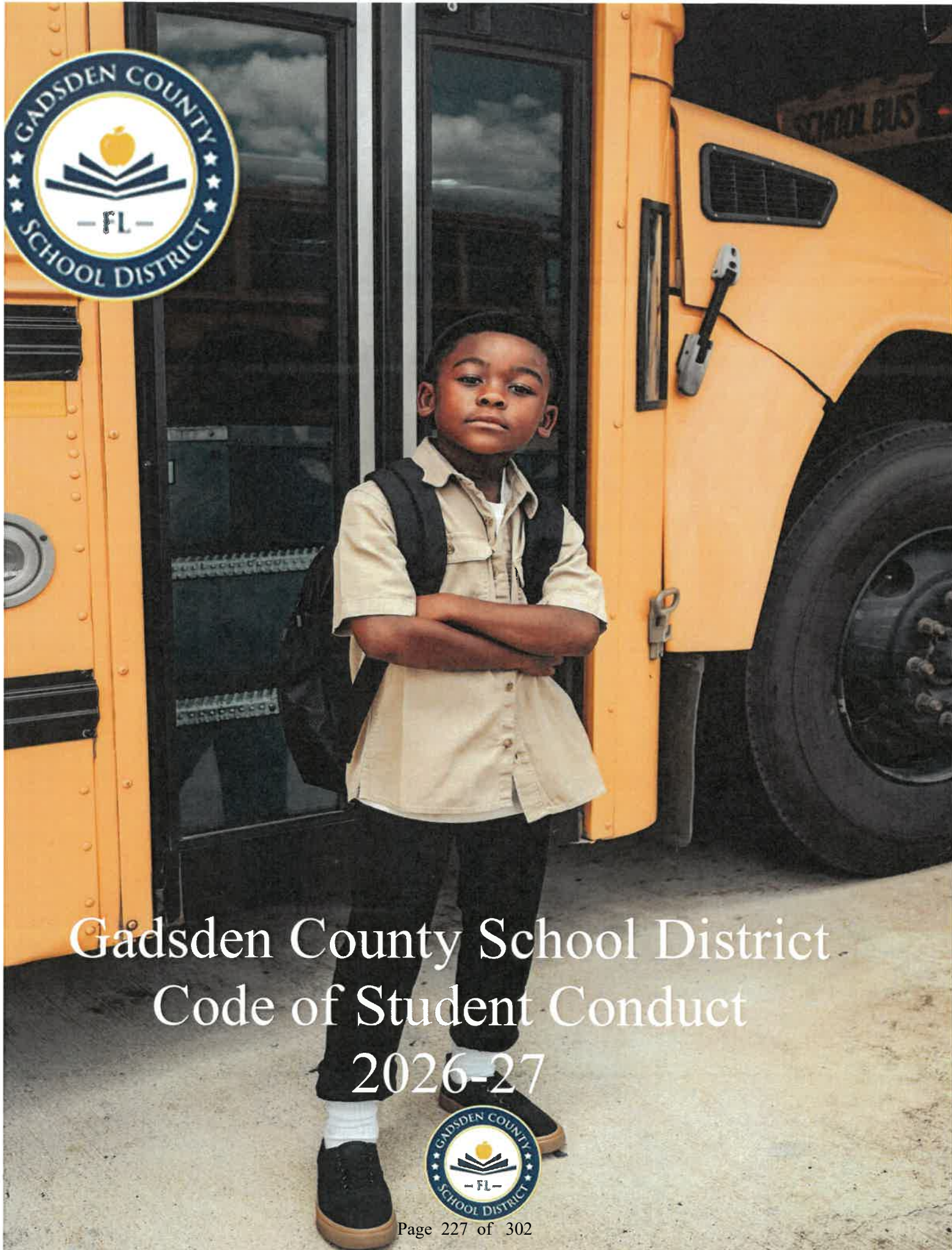
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY:  _____



Gadsden County School District Code of Student Conduct 2026-27



~~2025-2026~~

Gadsden County School District

35 Martin King Jr. Blvd.
Quincy, FL 32351
(850) 627-9651

Superintendent

Elijah Key, Jr.

School Board Members

Cathy Johnson, District 1
Steve Scott, District 2
Leroy McMillan, District 3
Charlie Frost, District 4
Stacey Hannigon, District 5

Vision

The Gadsden County School District comprises a system of excellence that prepares ALL students to live and successfully compete in a global society.

Mission

The mission of Gadsden County School District is to collaborate with and engage all stakeholders in providing safe, caring, rigorous and engaging environments in which students can learn and succeed.

Objectives

Engage and Educate Daily	Positive Climate and Safe
Expectations for Student Learning	Environment Efficient Operations
Student Social and Emotional Well-	Engaged and Invested Community
Being Dedicated and High-Quality	
Team	

**GADSDEN COUNTY SCHOOL DISTRICT
CODE OF STUDENT CONDUCT
2025-2026**



The Code of Student Conduct (Code) is adopted by the Gadsden County School Board (Board), to notify students and parents/guardians of student expectations for behavior while attending any school within Gadsden County. The Gadsden County School District (GCSD) Code applies to all activities throughout the school, while being transported to and from school at a public expense, a reasonable time before and after school, during school-sponsored activities, and may extend to behaviors that occur within the community that have an impact on GCSD or GCSD students.

The following represents some of the information found within the Code, however, students and parents/guardians should read the Code in its entirety:

- Students have the right to choose to participate in a GCSD [disciplinary investigation](#). In addition, parents/guardians may request their students not participate in a student discipline investigation without the parent's/guardian's permission. The parent/guardian is required to submit their written request to the school Principal prior to a disciplinary matter occurring.
- [Safe Harbor](#) allows a student who accidentally brings an object (e.g. firearm, weapon) to school, or finds an object, which is not allowed by the Code, to turn the object into school staff **before** an investigation or screening starts. The student could still receive a discipline referral, but not a consequence. (Please note not all [zero tolerance](#) offenses, such as firearms and weapons, qualify for Safe Harbor)
- Students who commit a [Level 4](#) offense will be recommended for [expulsion/full exclusion](#) from all GCSD schools.
- All [threats](#) made to a school or person will be taken seriously, regardless of the student's intent.
- [Fighting](#) is not allowed on any GCSD property or during any GCSD sponsored event/activity, however, a student may use "self-defense" to prevent a pending attack. "Self-defense" is described as an action that is necessary to protect myself or someone else from serious bodily harm. "Self-defense" may include asking an adult for help, restraining or blocking the attacker, shielding self or others from being hit, or pushing to get away from the attacker. However, retaliating by striking or hitting (e.g., punching, slapping, kicking) a person back, or choosing not to leave after the student is able to get away, may be considered as fighting.
- [Searches](#) of students and property will be conducted if school personnel have reasonable suspicion of a violation of the Code or law. Reasonable suspicion is not required to conduct random searches, which may occur at any time and are not protected by Safe Harbor.
- Students are strongly encouraged to report any suspicious or criminal behavior observed to FortifyFL through the FortifyFL app, on the student's school-issued device, or by going online at www.getfortifyfl.com. The report can be anonymous. If the student knowingly submits a false tip to FortifyFL the student may face criminal penalties and/or discipline under the Code.



The full version of the Code can be found on students' GCSD device and can also be found at www.gadssdenschools.org

_____ School Name		_____ Grade
_____ Print Student Name	_____ Student Signature	_____ Date
_____ Print Parent/Guardian Name	_____ Parent/Guardian Signature	_____ Date

PARENTS/GUARDIANS: The Code is reviewed with your child at school; however, it is important that you review the Code with your child at home as well. Please note, all students are required to follow the Code and can receive a disciplinary referral and consequences, even if you refuse or fail to sign this document.

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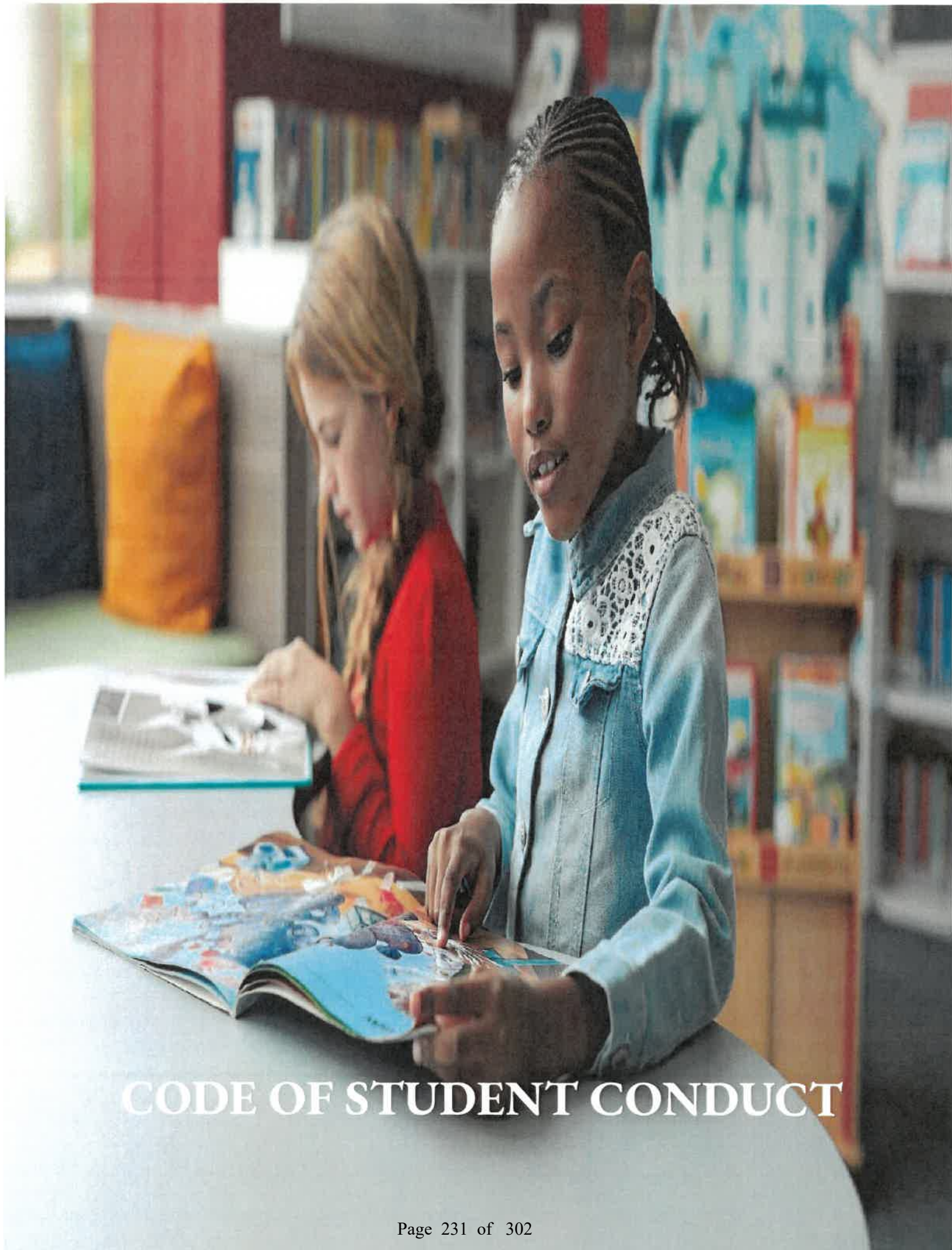
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CODE OF STUDENT CONDUCT

INTRODUCTION

The Gadsden County School District (Board) is required to adopt a Code of Student Conduct (Code), pursuant to School Board Policy, [titled “Code of Student Conduct,”](#) and [Section 1006.07, Florida Statutes](#). In addition, [Rule 6A-1.0017, Florida Administrative Code](#), defines several offenses the Board must adopt into the Code. Gadsden County School District (GCSD) has developed the Code to help students, parents/guardians, and school personnel understand the guidelines for maintaining a safe and orderly learning environment. The Code shall be discussed with students, school advisory committees, and parent/teacher associations at the beginning of each school year and quarterly thereafter and for transferring students upon their enrollment.

The Code applies to all GCSD students in Kindergarten through Grade 12, including high school and school-age students attending either a technical center in a dual-enrollment program or a community school program for high school credit.

Each GCSD student must adhere to GCSD rules and the Code:

- While on Board property.
- While being transported to or from school at public expense.
- During school-sponsored activities, including, but not limited to distance learning, virtual learning, field trips, athletic functions, and similar activities.
- While using an GCSD device or while on the GCSD network, even if in the community.
- While in the community if the behavior has an impact on GCSD or GCSD students; and
- If appropriate, any other area as permitted by Florida Statutes and/or State Board of Education Rules.

In order to conserve resources, schools will not distribute paper copies of the Code to every student. An electronic copy of the Code can be found online at www.gadssdenschools.org or on GCSD school-issued devices. If you require a paper copy of the Code, please notify your GCSD school.

Federal and state statutes and Board Policies are referenced throughout this handbook. It is important to note that the statutes and Board Policies referenced herein are subject to amendment throughout the school year, which may affect specific sections of this handbook. Should a section be impacted by an amendment during the current school year, the Code will be updated to reflect the amendment as adopted by statute or Board Policy. A redline version of the amendment and footnote with a detailed explanation of the update will be accessible online at www.gadssdenschools.org

In Loco Parentis

State and federal law recognizes that teachers and school administrators have a need to stand in place of parents/guardians over children entrusted to them at school. This is a legal concept called *in loco parentis*. While this authority is not equal to a parent’s/guardian’s authority over a child, it does permit school personnel to exercise a degree of supervision and control over students while students are on Board property, school transportation, or attending a school activity. [Section 1003.31\(1\), Florida Statutes](#), also recognizes that students are under the control and direction of the principal or teacher in charge of the school. This authorizes school personnel to search without a warrant based on reasonable suspicion and are not held to the higher standard of “probable cause” by which law enforcement is bound. This concept authorizes school personnel to question a student without providing the student with Miranda warnings or allowing the student to call a parent/guardian or attorney.

The section to follow provides the disciplinary offenses and potential consequences for students for behavior that occurs on Board property; on school transportation; and at school activities, including, but not limited to distance learning, field trips, athletic functions, and similar activities; and if appropriate, any other area as permitted by Florida Statutes and/or State Board of Education Rules. Student disciplinary offenses and the responses to them are divided into four levels. Each level represents progressively more serious offenses and responses to them become progressively more severe. Some offenses require consultation with law enforcement if the offense is deemed to be a violation of state or federal laws.

GCSD promotes a safe and supportive learning environment in schools, to protect students and staff from conduct that poses a serious threat to school safety. School-based administrators shall provide consistent school-based discipline, where appropriate, and authorized by policy and this Code. In addition, pursuant to [Section 1006.09, Florida Statutes](#), a good faith effort shall be made by the principal or designee and teachers to employ parental assistance or other alternative measures prior to suspension, except in the case of emergency or disruptive conditions that require immediate suspension or in the case of a serious breach of conduct as defined by the Board and this Code.

GCSD is committed to providing a safe environment for all students and seeks support from the community and parents/guardians in achieving this goal. To that end, [Section 1003.04, Florida Statutes](#), provides that the parent/guardian of each public K-12 student must cooperate with the authority of the Board, GCSD, the Superintendent, the Principal, teachers, and school bus drivers, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Notice of Limited Responsibility for Supervising Students

GCSD employees are not responsible for supervising students who arrive on school grounds more than 30 minutes before school and/or 30 minutes before a school-sponsored activity is scheduled to begin or students remaining on school grounds more than 30 minutes after school and/or 30 minutes after the school-sponsored activity ends. GCSD is not responsible for supervising students not in attendance at school, or students not authorized to participate in school-sponsored activities. Casual or incidental contact between GCSD personnel and students on school grounds shall not result in a duty to supervise students. Parents/guardians should not rely on GCSD employees to provide supervision for their child outside of the aforementioned time period.

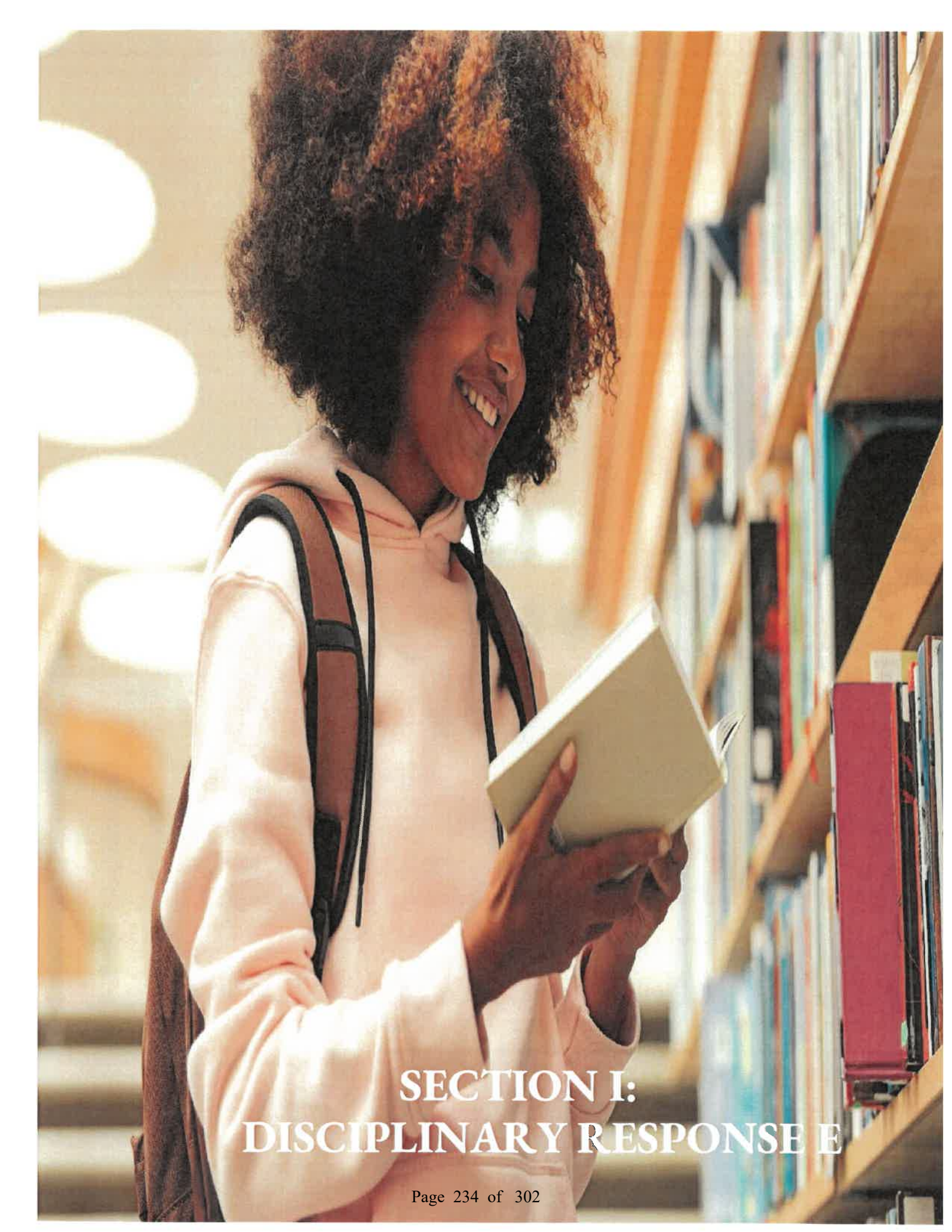
Nothing in this section precludes GCSD from administering discipline for acts or behavior that occur on GCSD property.

Pledge of Allegiance Notice

Pursuant to Florida Statutes, students have the right not to participate in reciting the pledge. Upon written request by his or her parent, a student must be excused from reciting the pledge, including standing and placing the right hand over his or her heart.

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.



SECTION I: DISCIPLINARY RESPONSE E

PLEASE NOTE: Any offense title in Levels 1-4 that is bold is an offense required by state statute or State Board of Education rule. It is important to note that GCSD is required to report these acts to the Florida Department of Education regardless of the student's capacity to understand the appropriateness of the student's actions (e.g., age and/or disability). The definitions for these offenses can be found in [Rule 6A-1.0017, Florida Administrative Code](#), and on the [Florida Department of Education, Office of Safe Schools website](#) under **SESIR Codes and Definitions**.

Student Discipline Investigations

Parents/guardians may request their student not participate in student discipline investigations without authorization from the parent/guardian by submitting the request, in writing, prior to the occurrence of any discipline matter, to the school administration. Refusal to participate in the investigation does not prohibit GCSD from continuing with the investigation and administering an appropriate disciplinary consequence pursuant to the procedures outlined in this Code. In addition, refusal does not prohibit the school resource officer, or law enforcement officer, from continuing the criminal investigation and imposing criminal penalties if warranted. However, if a student is a victim or a witness, the police or administrative investigators are allowed to question the student without first contacting their parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during the student's interview.

After the discipline investigation is complete, the parent/guardian may request a copy of all documentary evidence upon which the proposed disciplinary consequence is based; however, if available and used as evidence for disciplinary purposes, video evidence may only be reviewed, a copy will not be provided. Additional information pertaining to discipline offenses and procedures can be found within this section of the Code and Section V.

If the discipline investigation is conducted due to allegations of a threat or threatening behavior, the investigation will be submitted to the School Threat Management Team for review. The School Threat Management Team is established by School Board Policy, Threats, and [Section 1006.07, Florida Statutes](#).

Students will be recommended for participation in the Juvenile Civil Citation program, Civil Citation/Teen Court, or other diversion programs, pursuant to the Memorandum of Understanding, Juvenile Civil Citation Program.

Conduct outside of school, including threats, intimidation, harassment, or discrimination, where the incident (conduct) has a detrimental effect on the health, safety, and welfare of the school, and which causes a substantial disruption of, or interferes with, the educational process at school may also constitute an infraction of the Code of Student Conduct.

Level 1: Discipline Response

Level 1 offenses are minor acts of misconduct that may interfere with the orderly operation of the classroom, a school function, extracurricular/co-curricular program or approved transportation.

The GCSD employee involved should intervene in the misconduct. If further action is necessary, the employee shall refer the student to the school administrator for disciplinary action. After hearing the student's explanation, consulting with staff members and other students, and conducting any other necessary investigation, the administrator will decide on disciplinary action. Suspension is not an available disciplinary response for Level I violations.

The following offenses and "Code Definitions" apply to Level 1 offenses. The column titled, "Simplified Definition," is provided to help students to have a better understanding of each offense, however, disciplinary referrals will be issued based on the "Code Definition."

MINOR INFRACTIONS – LEVEL I

Special Note- Infractions committed within the same Level in the Code of Student Conduct in school, at school-sponsored events and on the school, bus will be considered willful disobedience and/or open defiance of authority. As a result, the student infraction may be escalated to the next occurrence on the Disciplinary Actions/Interventions Matrix. The following Level 1 codes are grouped for occurrence purposes:

- 1.01-1.03-1.05
- 1.04-1.08

Example: A student committing a 1.01 infraction followed by another 1.01, 1.03 and/or a 1.05 infraction will move to the next occurrence on the Disciplinary Actions/Interventions Matrix.

1.01 (ZZZ) Disruption in Class – Any conduct which is so disruptive as to interfere with the teacher's ability to communicate with the students in class and/or with the ability of other students to learn and does not cease with teacher/classroom documented-based progressive discipline plan.

1.02 (ZZZ) Illegal Organization – Any participation in prohibited secret clubs or societies.

1.03 (ZZZ) Disorder Outside of Class – A student must not bother other students outside of class or participate in disruptive conduct that interferes with maintaining order in areas subject to school authority or the failure to follow directions to cease such conduct.

1.04 (ZZZ) Tardiness – Reporting late to school or class (refer to individual school's tardy procedures).

Tardiness is defined as the physical absence of a student in the classroom at the beginning of a regularly scheduled session at which he or she is scheduled to be present. A student's tardiness shall be excused when the reason given for tardiness is acceptable to the principal or designee. Examples of acceptable reasons for tardiness are the same as examples of acceptable reasons for excused absences.

A student has the responsibility to be in class on time. A student failing to make an effort to attend class in a timely manner shall be considered truant and subject to disciplinary action. A student's excessive unexcused tardiness shall be considered willful disobedience, and the student shall be subject to disciplinary action.

Accumulation of tardies shall be on a nine-week grading period. Schools with electronic tardy tracking systems shall track tardies on an aggregate basis. Schools without electronic tardy tracking systems shall track tardies by period.

NOTE: Pursuant to Florida law, out-of-school suspension is not a permissible disciplinary action for this infraction for students who are of compulsory attendance age. As such, action code 07 (out-of-school suspension) should not be used for this offense.

1.05 (ZZZ) Use of Abusive, Profane, or Obscene Language or Gestures– Must not use inappropriate language or gestures. (Not limited to classrooms but also common areas, classes, hallways, and cafeteria)

1.06 (ZZZ) Nonconformity to the General Code of Appearance (see Appendix for more info on General Code of Appearance)

1.07 (ZZZ) Inappropriate Public Display of Affection

1.08 (ZZZ) Unauthorized Absence from Class or school day activity but remaining on campus (Skipping)

NOTE: Pursuant to Florida law, out-of-school suspension is not a permissible disciplinary action for this infraction for students who are of compulsory attendance age. As such, action code 07 (out-of-school suspension) should not be used for this offense.

1.09 (ZZZ) Unauthorized Use of Wireless Communication Devices or Cell Phone – Possession of a wireless communication device is not an infraction of the Code of Student Conduct. However, it is an infraction of the Code of Student Conduct when the possession of a wireless communication device disrupts the educational process. This includes the unauthorized use of a wireless communication devices to capture images or recordings without permission during school hours and/or the unauthorized use on school buses in the absence of an emergency concerning safety-to-life issues (defined as a bus accident, mechanical breakdown which delays the normal route, and/or thirty (30) minutes or more in a route delay). *Wireless communication devices include but are not limited to cell phones and/or auxiliary devices such as watches, headphones, and ear buds.

NOTE: If students possess a wireless communication device, it must be turned off and kept out-of-sight inside a book bag, purse, or similar container, unless authorized by the Principal/Designee or teacher. It is the expectation that parents/guardians should only contact students through the school office during school hours.

Violation of this policy will result in confiscation, and the device will only be released to the parent/guardian or student based on the discipline matrix. Progressive discipline will apply for repeated infractions. School Board employees or agents will not be held liable for wireless communication devices that are lost, stolen, or confiscated and brought onto district property. Florida Statute 1006.07 (2)(e) requires school districts to notify parents/guardians that students who use wireless communication devices in the commission of a criminal act may face school disciplinary action and/or criminal penalties and now provides that a student may not use a wireless communication device during instructional time, except when expressly directed by a teacher solely for educational purposes.

During district and state assessments, students may not have any electronic or recording devices, including but not limited to, smartphones, tablets, personal computers, tablets, cell phones, or electronic games, in their pockets, at their desk or anywhere they can reach them, before, during, or after the testing session. Possession of any electronic device that reproduces, transmits, records, or calculates (except for the state approved calculator), will result in the student's test being invalidated.

1.10 (ZZZ) Failure to Follow Instructions on the School Bus – Any conduct or disruption on the school bus including, but not limited to, the following: eating, drinking, or littering; failure to sit in assigned seat; improper boarding or departing in a disorderly manner, failure to keep aisle and stair wells clear; failure to utilize required safety equipment (e.g., seatbelts); and failure to present bus permit/student ID if one has been issued and is requested.

NOTE: Pursuant to Florida law, each passenger on a school bus that is equipped with safety belts or restraint system shall wear a properly adjusted and fastened safety belt at all times while the bus is in operation.

1.11 (ZZZ) Unauthorized use of appropriate restroom or changing facility (Locker room/dressing room) – Any students that willfully enters a restroom or changing facility for their use, not respective to their biological sex and refuses to leave when asked by instructional personnel, administrative personnel, or safe school officer. Students that continue to violate this infraction will move to the next occurrence on the discipline matrix even if the student leaves when asked.

Disciplinary Actions/Interventions - Minor Infractions – Level I Refer to Interventions Matrix for additional interventions for Level I infractions					
Level 1 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence	5th Occurrence
1.01 (ZZZ) Disruption in Class (Yelling out, out of seat, talking) <u>Group</u> 1.01 1.03 1.05	- Parent Contact - Parent Conference - Restorative Practice	- Parent Conference - Detention - Restorative Practice - Behavior Contract with progress monitoring	- Parent Contact - Detention - Work Detail - Class Suspension - Restorative Practice	- Parent Conference 1-2 days ISS - Restorative Practice	1–3 days OSS - Restorative Practice - Parent Shadowing
1.02 (ZZZ) Illegal Organization	- Parent Contact - Parent Conference - Detention	- Parent Conference - Behavior Contract with progress monitoring	- Parent Conference - Detention - Work Detail - Restorative Practice	1-3 days ISS - Civil Citation/Teen Court (if declined, 1-3 days ISS)	1-5 days OSS
1.03 (ZZZ) Disorder Outside of Class <u>Group</u> 1.01 1.03 1.05	- Parent Contact - Detention - Restorative Practice	- Parent Conference - Detention - Restorative Practice - Behavior Contract with progress mon.	1-2 days ISS - Restorative Practice - Counseling Referral/ Intervention	- Parent Conference 1-2 days ISS - Restorative Practice	1-2 days OSS) - Restorative Practice
1.04 (ZZZ) Tardiness	- Warning - School - Determined Consequence	- Parent Contact - Behavior Contract with progress monitoring - Restorative Practice	- Detention - Restorative Practice - Parent Contact	1-day ISS - Referral to Attendance Intervention Team - Use of Tardy Monitoring Sheet - Parent Contact	2-3 days ISS - Referral to Attendance Intervention Team - Use of Tardy Monitoring Sheet - Check In/Out - Parent Conferences
1.05 (ZZZ) Use of Abusive, Profane, or Obscene Language or Gestures <u>Group</u> 1.01 1.03 1.05	- Parent Contact - Restorative Practice	- Parent Contact - Behavior Contract with progress monitoring - Restorative Practice	1-3 days ISS - Counseling Referral/ Intervention - Detention	4-5 days ISS - Restorative Practice	1-2 days OSS - Parent Conference and 1 day of OSS - Restorative Justice Support Circle
1.06 (ZZZ) Nonconformity to the Dress Code	- School Determined Consequence - Parent Contact	- Parent Conference - Detention - Behavior Contract	1-2 days ISS	2-4 days ISS	5-7 ISS
1.07 (ZZZ) Inappropriate Public Display of Affection	- Teacher/ Student Conference - Detention - Parent Contact	- Counseling - Referral/ Intervention - Behavior Contract with progress monitoring	- Detention - Restorative Practice	1-day ISS - Counseling Referral/ Intervention - Restorative Practice	2 Days ISS - Counseling Referral/ Intervention - Restorative Practice

Level 1 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence	5th Occurrence
1.08 (ZZZ) Unauthorized Absence from Class (Skipping) Group 1.04 1.08	- Parent Contact - Lunch Detention 2-3 days - Restorative Practice - Apology Letter to Teacher - Attendance Tracking Form - Attendance Tracking Form	- Parent - Conference - ISS 1 day - Loss of Extra Curricular Activities for up to 5 days - Guidance Referral - Check in/out form. - Mentor Partner	- ISS 2-3 days - Restorative Practice - Mandatory Parent Conference - In-Person Planned Discussion - Loss of Extra Curricular Activities up to 10 days - Mandatory if declined 5 days ISS - Restorative Practice	- ISS 3-4 days - Referral to Attendance Intervention Team - Use of Tardy Monitoring Sheet - Mandatory Parent Conference - Mentor Partner - Attendance Tracking Form - Loss of Extra Curricular Activities up to 15 days - Parent Shadowing	5 days ISS - Attendance Tracking - Check-In/Check Out Program - Mandatory Parent Conference in person - Loss of all Extra Curricular Activities 25 days - Parent Shadowing
1.10 (ZZZ) Unauthorized use of a Wireless Personal Device or Cell Phone	- Parent Contact - Warning - Confiscation and return to student at end of the day	- Confiscation and return to the student at end of day - Parent Contact - Restorative Practice	- Detention - Confiscation and return to parent at school discretion - Restorative Practice - Parent Contact	1-day ISS - Restorative Practice - Confiscation and return to parent at school discretion - Parent Contact	2 days ISS - Restorative Practice - Confiscation and return to parent at school discretion - Conference
1.10 (ZZZ) Failure to follow Instructions on the School Bus (ex., eating, drinking, improper boarding)	- Parent Contact - Detention - Warning - Behavior Contract with progress monitoring - Restorative Practice	- Parent Conference - Restorative Practice - Parent Contact	1-day ISS - Restorative Practice 1 day ISS - Parent Contact - Loss of Extracurricular Activities	2-3 days ISS - Restorative Practice - Parent Contact 1-2 days Bus Suspension	Mandatory parent conference (if declined, 3-5 day Bus Suspension)
1.11 (ZZZ) Unauthorized use of appropriate restroom or changing facility (locker room/dressing room)	- Parent Contact - Warning - Restorative Practice	- Parent Conference - Safety Contact with progress monitoring - Restorative Practice - Develop Safety Plan	- Parent Conference - Review Safety Plan – Implement new plan ideas. - Restorative Practice	- Parent Conference - Guidance Referral 1 Day ISS	- Parent Conference in-person - Restorative Practice 2 Days ISS - Guidance Referral - New Plan

NOTE: At the discretion of certified classroom teachers and administration, one or more of the disciplinary actions within each occurrence cell may be selected. School disciplinary action is not contingent on law enforcement agency and can be implemented while waiting for a response. It is the Principal's/Designees' responsibility to determine the Code of Conduct infraction within the matrix only. *(Elementary consequences will be at 50% of what is listed for ISS or OSS, not rounding .5 up to the next number.)*

INTERMEDIATE INFRACTIONS - Level II

Special Note- Infractions committed within the same Level in the Code of Student Conduct in school, at school-sponsored events and on a school bus will be considered willful disobedience and/or open defiance of authority. As a result, the student infraction may be escalated to the next occurrence on the Disciplinary Actions/Interventions Matrix. **The following Level II codes are grouped for occurrence purposes:**

- 2 2.02-2.03
- 3 2.05-2.06-2.18-2.22
- 4 2.07-2.09-2.10-2.11-2.12-3.29
- 5 2.13-2.14
- 6 2.15-2.16-2.17
- 7 2.04-2.20

Example: A student committing a 2.07 infraction followed by another 2.07 or a 2.09, 2.10, 2.11 or 2.12 infraction will move to the next occurrence on the Disciplinary Actions/Interventions Matrix.

2.01 (ZZZ) Failure to Adhere to Safety Considerations – Any action that endangers self or others or has the potential to create danger and destruction. Examples may include situations resulting in the immediate area being cleared, throwing of food or dangerous objects which could cause bodily harm and body piercing/tattooing.

This offense may not be used to suspend students for tardies or multiple tardy behaviors or truancy.

NOTE: Any conduct which significantly disrupts all or portions of campus activities (greater than one classroom), school-sponsored events or school bus transportation may constitute a Level III offense.

2.02 (TBC) Tobacco/Vape or Tobacco/Nicotine/Vape Products

(Cigarettes or other forms of tobacco) - The possession, sale, purchase, distribution of tobacco or nicotine products on school grounds, at school-sponsored events, or on school transportation by any person under the age of 21. Tobacco incidents cannot be Drug Related.

NOTE: It is illegal to possess or use tobacco products if under the age of 21. Tobacco products shall include, but not be limited to, any lighted or unlighted cigarettes, cigars, pipe tobacco, pipe, pipe, bidi, and clove cigarette, cigarillo, hookah, blunts, chewing tobacco, snuff, snus, orbs, strips, sticks, electronic cigars and cigarettes/vaping product, and any other items containing or reasonably resembling tobacco or tobacco products.

To safeguard the health and safety of school district employees and students, the use of tobacco products on any School Board property is prohibited. School Board property, as used herein, shall mean any building owned or part thereof owned or used by the School Board, and the grounds upon which such building is located.

2.03 (ZZZ) Distribution, Possession, Sale or Purchase of Drug Facsimile Products – Possession, use and or sale of drug facsimile products. This includes substances which are not drugs but may be imitating a drug or can be used like a drug. (Example: bagging oregano like marijuana, sniffing or snorting non-drug powders)

Report to Law Enforcement

2.04 (ZZZ) Possession and/or Use of Matches or Lighters (Lighting of Flammable Material which did not cause disruption on school campus)

2.05 (TRE) Intentional Threat of a School District Employee or Agent – An incident where there was no physical contact between the offender and victim, but the victim reasonably believed that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal threats and verbal threats of physical harm which are made in person, electronically or through any other means.

NOTE: There are specific disciplinary actions required for infractions of this offense.

Report to Law Enforcement and TMT.

2.06 (TRE) Intentional Threat of a Student – An incident where there was no physical contact between the offender and victim, but the victim felt that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal threats and verbal threats of physical harm which are made in person, electronically or through any other means. **Report to Law Enforcement and TMT**

2.07 Intentionally Striking a Student – Intentionally striking another student against his or her will that **Does Not** cause bodily harm/medical documentation to an individual. (This code does not include horseplay)

2.08 (ZZZ) Confrontation or Dispute – Lower-level confrontations such as, mutual, or non-mutual pushing and shoving or altercations which stop upon verbal command and are resolved without injury or need for physical restraint.

NOTE: Out-of-school suspension shall not be a disciplinary action for a first offense of a dispute.

2.09 (FIT) Fighting (Mutual combat, mutual altercation) – When two or more persons mutually participate in use of force or physical violence that requires either physical intervention or results in injury requiring first aid or medical attention. Lower-level fights, including pushing, shoving, or altercations that stop on verbal command are not required to be reported in the School Environment Safety Incident Report (SESIR).

Report to Law Enforcement including all fights that occur during school sponsored events/activities.

2.10 (ZZZ) Initiating a Fight – When a student intentionally initiates a fight between others or with another student or impedes adults/agent from breaking up a fight. (This code should only be used when a fight occurs)

2.11 (FIT) Fighting or Striking a student on a School Bus or Officially Designated Bus Stop- When two or more persons mutually participate in physical violence that requires physical restraint and/or results in injury on a school bus or officially designated bus stops. **Report to Law Enforcement**

2.12 (ZZZ) Response to Physical Attack – A student that responds to a physical attack with a combative response not through self-defense.

NOTE: Self-defense is described as an action to block an attack by another person or to shield yourself from being hit by another person. If retaliation meets this definition, then there will be no consequence.

Retaliating by hitting a person back is not self-defense and consequences outlined in the rubric should be followed.

2.13 (ZZZ) Use of a Device to Record Student, School Board Employee or Agent – Students shall not use cameras or any other recording device (digital, video, cell phone, smart watches, cameras, tablets, smart technology etc.) to capture images or videos taken on school property, the bus, or at a school-sponsored event to record a school board employee, student, or agent without permission.

2.14 (ZZZ) Premeditated Use of a Device to Record a Fight – Student is aware that a fight, altercation, or infraction will occur and intentionally uses a recording device to record the offense.

2.15 (ZZZ) Vandalism – Any intentional and deliberate action resulting in damages of less than \$200 to public property, school district property, or the real estate or personal property belonging to another including, but not limited to, the placement of graffiti thereon or other acts of vandalism thereto as defined by Florida Statute 806 (Documentation of assessment of damages required). A student who willfully damages school property, a school bus, or bus equipment shall be properly disciplined. The parent(s) or legal guardian of a minor student (or the student, if he/she is an adult) shall reimburse the owner of the property for restoration or for replacement of any damaged property in accordance with the true value as determined by the appropriate administrative staff. Students who damage school property, a school bus or bus equipment shall be subject to disciplinary action according to the Code of Student Conduct. Damage to property valued at \$200 to \$999.00 constitutes a Level III Offense.

2.16 (ZZZ) Stealing or Use of Counterfeit Bills – Any intentional unlawful taking and/or carrying away of property valued at less than \$750 belonging to, or in the lawful possession or custody of another, including, but not limited to, money, credit cards, debit cards, gift cards, jewelry and personal items located in lockers, cars, book bags, clothing, or anywhere else on school property or the use of counterfeit money for procuring school items i.e., lunch, fundraisers, uniforms, etc. (Proof of purchase price required). The taking of property valued at \$751 or more constitutes a Level III Offense. **Report to Law Enforcement.**

2.17 (ZZZ) Possession of Stolen Property (with the knowledge that it is stolen) **Report to Law Enforcement**

2.18 (ZZZ) Teasing/Intimidation/Ridicule – Verbal, written or printed communication that maliciously threatens injury to a person, property, or reputation of another, or other conduct that demeans or ridicules another. Multiple 2.18 offenses may rise to the level of bullying. Completion of the threat, either by the victim complying with the demands, or the carrying out of threats against the victim, constitutes a Level III Offense

2.19 (TRS) Trespassing – To enter or remain on school grounds/campus, school transportation, or at a school-sponsored event/off campus, without authorization or invitation and with no lawful purpose for entry. Only incidents involving a student currently under suspension or expulsion, or incidents where any offender (student or non- student) was previously issued an official trespass warning by school officials, or where any offender was arrested for trespassing are required to be reported in SESIR. Trespass incidents that did not have a prior official warning, did not result in arrest, or did not involve students under suspension or expulsion should be reported as locally defined incidents according to district policies. A student who has been suspended or expelled from school or school bus and returns to any School Board property (without being authorized) or who enters a school other than their own (without permission) is considered to be trespassing and is subject to arrest. **Report to Law Enforcement.**

2.20 (ZZZ) Possession of Fireworks, Firecrackers, Smoke/Stink Bombs, or Flammable Materials Report to Law Enforcement

2.21 (ZZZ) Verbal Sexual Harassment – Any unwelcomed sexual advances, requests for sexual favors, and/or other inappropriate verbal, written, or electronic content when submitting to or rejecting the conduct affects or unreasonably interferes with the learning environment or creates an intimidating, hostile, or offensive educational environment (6A-19.008 SBE Rule). It includes, but is not limited to, sexually oriented jokes, verbal advances, sexually oriented kidding, teasing, using language that has a double meaning and is sexually suggestive. Immediately Report to Law Enforcement (Prior to Investigating) - Contact Title IX Prior to Assigning Discipline

NOTE: Violation of the School Board's sexual harassment policy may be grounds for in-school suspension, out-of-school suspension, expulsion, or the imposition of other disciplinary action by the school and may result in criminal charges by state or local units of government. Severe and/or repeated inappropriate or unwelcome conduct or speech that is sexual in nature may constitute a Level III offense.

2.22 (ZZZ) Obscene, Profane, or Offensive Language or Gestures Directed to a School District Employee or Agent

Any behavior offensive to common propriety or decency directed to school district employee or non-student including, but not limited to, any verbal, written, electronic, or physical conduct such as, slurs, or innuendos, which has the purpose or the effect of creating an intimidating, hostile, or offensive educational environment. (Hearing a student use profanity about an employee that is not directed at the employee is not an example of this code.) Title IX Consultation (sexual in nature)

2.23 (ZZZ) Leaving School Grounds or the Site of Any School Activity without permission - This will include leaving the secure area of any school without permission.

2.24 (ZZZ) False Information – Intentionally providing false information to a school district employee or agent, including giving false student information data and concealment of information directly relating to school business. This includes, but is not limited to, failure to provide correct name, correct phone number or other pertinent data, forgery of school notes, re-admit slips, tardy slips, excuse blanks, report cards, hall passes, field trip forms, scholarship warnings, notes to or from parents/guardians, or any other related materials.

NOTE: A student is responsible for ensuring that parents/guardians receive any materials sent home by the school and for ensuring that school personnel receive any materials sent to school by the parent/guardian.

2.25 (ZZZ) Refusal to Attend or Participate in Other Previously Assigned Discipline

2.26 (ZZZ) Inappropriate Use of Instructional Technology or an Electronic Device

- Students will only use computers with permission and must abide by the district's Acceptable Use Policy (AUP).
- Students will not share login, usernames, or passwords with anyone. Students are responsible for any activity that occurs under their account. Students have no expectation of privacy while utilizing the GCSD network, computers, or any device that is attached to it.
- Students will not attempt to access websites blocked by district policy, including the use of proxy services, software, or websites. If the website is blocked, do not attempt to bypass the block by any means.
- Students will not use the network to access material that is profane or obscene (pornography), that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature). Students shall immediately notify a teacher or administrator if inappropriate information is mistakenly accessed or found anywhere on the GCSD network including student shares. This may protect students against a claim of intentional infraction of this policy.
- Students will not post personal contact information about themselves or other people. Personal contact information includes address, telephone, school address, work address, etc. This information may not be provided to an individual, organization, or company, including websites that solicit personal information. Promptly disclose to a teacher any messages received that are inappropriate or make you feel uncomfortable.
- The use of the GCSD network or computers is a privilege that may be restricted or removed by school-based administration, automated content control systems, or the Office of Information Security. When a student's privileges are removed, the district will ensure that he or she maintains access to electronic curriculum for instruction and learning.
- Students will not make any attempt to bypass a firewall, intrusion detection/prevention system or any security system designed to secure the network. Students will not use sniffing (unauthorized monitoring of network traffic/usage) or remote access technology to monitor the network or other user's activity.
- Students will not download or store unauthorized music, videos, movies, software, or games on the GCSD network.
- Students will not use technology for personal gain, profit, or any illegal conduct, such as fraud, copyright infringement, hacking, cheating, or distributing viruses or malware that result in minor disruptions.
- Students using a personal device will only access the filtered internet through the GCSD BYOD (Bring Your Own Device) Network while authenticated with their own username and password.
- Students will not possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety or use the Internet or websites at school to encourage illegal behavior or threaten school safety.

NOTE: Infractions, which constitute any major disruption of an educational or business process, may result in a Level III or IV Offense.

2.27 (ZZZ) Gambling – Any participation in games of chance for money and/or other things of value.

2.28 (ZZZ) Failure to Adhere to Safety Considerations on School Bus – Failure to adhere to expected school bus safety considerations include, but are not limited to, failure to remain seated, spitting out of the bus window, boarding or attempting to board a school bus other than the one to which the student is assigned, boarding, or departing a school bus at a location other than assigned pick-up or drop-off bus stop without prior school administration permission, yelling out of the bus and making any gesture to others outside of the bus that may be considered offensive to decency or common propriety. A student who boards or attempts to board a school bus other than the one to which the student is assigned or who boards or departs a school bus at a location other than assigned pick-up or drop-off bus stop without prior school administration permission is considered to be a 2.28 Code of Student Conduct offense and subject to formal disciplinary action.

2.29 (ZZZ) Cheating and/or Copying the Work of Others – Intentionally copying or using another's work to receive credit or improve grades. Examples would include, but are not limited to, plagiarizing, giving, or receiving answers during testing.

2.30 (ZZZ) Extortion – A student may not obtain money or property from an unwilling person by force, threat of force, or other means of coercion. Report to Law Enforcement

2.31 (ZZZ) Unjustified Activation of Bus Emergency System while the bus is not moving - Any unjustified activation of bus emergency doors, emergency windows, or other systems unless directed by the bus operator/attendant, or other authorized school district employee or agent in an emergency or in the case of an evacuation drill.

2.32 (ZZZ) Gang Activity or Expression - The willful use of overt language or action indicating gang-related association.
Report to Law Enforcement

2.33 (FIT) Multi Participant Fight - *Multiple students engaged in a fight on school grounds, transportation, or school sponsored events that did not cause a major disruption on campus. (Must meet FIT SESIR guidelines)*

NOTE: *Situations involving multiple participants and 1 victim will be referred to the Office of the Assistant Superintendent for Support Services on the 1st Occurrence*

Disciplinary Actions/Interventions - Intermediate Infractions – Level II
Refer to Interventions Matrix for additional interventions for Level II Infractions
(Schools may use PASS instead of OSS where applicable)

Level 2 Infraction	1 st Occurrence	2 nd Occurrence	3 rd Occurrence	4 th Occurrence
2.01 (ZZZ) Failure to Adhere to Safety Considerations	- Detention - Restorative Practice - Parent Conference - Counseling Referral - Meaningful Work	- Parent Conference - Behavior Contract w/progress monitoring - Restorative Practice - Class Suspension - ISS 1-2 Days	- Mandatory (if declined, 3-4 days ISS) - Restorative Practice - Loss of Extra Curricular Activities up to 7 days	1-2 days OSS - Loss of Extra Curricular Activities up to 14 days
2.02 (TBC) Use, Possession, Distribution, or Sale Tobacco/Nicotine Products <u>Group</u> 2.02 2.03	- Nicotine/Tobacco /Vaping Education (if not completed mandatory) 1-3 days ISS - Parent Conference - Counseling Referral	- Substance Abuse and Mandatory Parent Conference (If not completed 1- 2 days out of school suspension) - Loss of extracurricular privileges (5-10 Days) - Restorative Practices - Counseling Referral	2-3 days OSS - Recommend Substance Abuse and mandatory Parent Conference (If not completed Refer to Office of the Assistant Superintendent for Support Services Principal Discretion) - Loss of extracurricular privileges (5-10 days) - Restorative Practice	5 days OSS - Loss of all extracurricular privileges 10-20 days - Refer to Office of the Assistant Superintendent for Support Services
2.03 (ZZZ) Distribution, Possession, Sale or Purchase of Drug Facsimile Products <u>Group</u> 2.02 2.03	- Parent Conference - Counseling Referral - Nicotine/Vaping Education (if decline 1-3 Days ISS)	- Substance Abuse - Restorative Practice - Parent Conference - Behavior Contract	1day OSS - Loss of extracurricular privileges (5-10 days) - Restorative Practice	2-3 days OSS - Loss of extracurricular privileges (10-20 days)
2.04 (ZZZ) Possession and/or Use of Matches or Lighters <u>Group</u> 2.04, 2.20, 3.31	- Parent Contact - Behavior Contract with progress monitoring - Note: Item should be confiscated	1-day ISS - Counseling Referral/ Intervention - Restorative Practice	2-3 days ISS - Restorative Practice - Parent Conference	1-2 days OSS
2.05 (TRE) Intentional Threat on School District Employee or Agent <u>Group</u> 2.05 2.06 2.18	- Contact Hearing Office for Situations that are more serious in nature for Civil Citation/Teen Court or other intervention - Mandatory 5 days OSS and Parent Conference	- Contact Hearing Office for Possible Expulsion or Administrative Placement 5-7 days OSS - Civil Citation/Teen Court	- Parent Conference and 10 days OSS and - The Principal will refer the student to Office of the Assistant Superintendent for Support Services for Expulsion - Civil Citation/Teen Court	

2.06 (TRE) <i>Intentional Threat on a Student</i> Group 2.05 2.06 2.18	• 3-5 days OSS and Restorative Practice including letter of apology • Parent Conference • Behavior contract w/progress monitoring • Counseling Referral/ Intervention	• Restorative Practice • Mandatory OSS 5-7 days • Loss of all extracurricular activities for 10 Days	• 7 days OSS • Restorative Practice and Loss of all extracurricular activities for 20 Days • Civil Citation/Teen Court	• 10 days OSS and • Principal will refer the student to Office of the Assistant Superintendent for Support Services for Expulsion or Administrative Placement • Civil Citation/Teen Court
*2.07 (ZZZ) Intentionally Striking a Student Group 2.07 2.09 2.10 2.11 2.12 3.29	• Restorative Practice including letter of apology • 1-2 days ISS and Behavior Contract w/progress monitoring • Parent Conference and Loss of all extracurricular activities for 10 days • Mentor Partner	• Counseling Referral/ Intervention • Restorative Practice • Parent Conference and Loss of all extracurricular activities for 20 days • Mentor Partner • 2-3 days ISS and Restorative Practice • 1 day OSS	• 2 Days OSS • Restorative Practice	• 3-4 Days OSS • Restorative Practice
2.08 (ZZZ) <i>Confrontation or Dispute</i>	• Parent Conference and Behavior Contract with progress monitoring • Parent contact and Restorative Practice • Behavior contract with progress monitoring • Peer Mediation • Adult Led Mediation • Restorative Practice • 1-3 days ISS	• 2-4 days ISS • Restorative Practice • Counseling Referral/ Intervention • Detention • Parent Conference • Mentor Partner • Behavior contract with progress monitoring • Bus Dispute – 2- 3 days off bus	• Restorative Practice • Mandatory (if declined, 3 – 5 days ISS) • Bus Dispute • 5-7 days off bus • 1 day OSS	• 2 days OSS • Civil Citation/Teen Court • Bus Dispute 7-10 days off bus
2.09 (FIT) Fighting (Mutual combat, mutual altercation) Group 2.07 2.09 2.10 2.11 2.12	• Mandatory Parent Conference and 5-10 days OSS and loss of all extracurricular activities for 5 days and • Restorative Practice before return to class • Mandatory Parent Conference and 5 days OSS and Behavior Contract w/progress monitoring and Restorative Practice before returning to school	• Mandatory Parent Conference and 5-10 days OSS • Mandatory Parent Conference and Loss of all extracurricular activities for 10 days and Restorative Practice • Civil Citation/Teen Court • Mandatory Re-Entry Circle	• 7 days OSS and Principal will refer the student to the Office of the Assistant Superintendent for Support Services for Expulsion or Administrative Placement	

Level 2 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence
2.10 (ZZZ) Initiating a Fight Group 2.07 2.09 2.10 2.11 2.12	• Mandatory Parent Conference and 3-5 days OSS and/or loss of all extracurricular activities for 5 days and Restorative Practice before return to school • Mandatory Parent Conference and Behavior Contract with progress monitoring	• Mandatory Parent Conference and 5-7 days OSS, Civil Citation/Teen Court and Restorative Practice • Mandatory Parent Conference and 3-5 days OSS and Loss of all extracurricular activities for 10 Days • Civil Citation/Teen Court	• 7-10 days OSS and Principal will refer the student to the Office of the Assistant Superintendent for Support Services for Administrative Placement.
2.11 (FIT) Fighting or Striking a Student on a School Bus/Officially Designated Bus Stop Group 2.07 2.09 2.10 2.11 2.12	• 3-5 days OSS or 5-day bus suspension • Restorative Justice/Contract • Mandatory Parent Conference and Restorative Practice • Loss of all extracurricular activities for 5 days • Restorative Practice	• 5 Days OSS or 10 days' bus suspension • Mandatory Parent Conference • Mandatory Parent Conference	• 10 days OSS and Principal will refer the student to the Office of the Assistant Superintendent for Support Services for the removal of Bus Privileges.
2.12 (ZZZ) Response to a Physical Attack Group 2.07 2.09 2.10 2.11 2.12	• Parent Contact • Restorative Justice Peer Mediation • 1-2 days OSS • Behavior Contract with progress monitoring • Restorative Practice	• 3-5 days OSS • Restorative Practice • Mandatory Parent Conference	• 5-7 days OSS • Counseling Referral/Intervention • Mandatory Parent Conference
2.13 (ZZZ) Use of a Device to Record Student, School Board Employee or Agent Group 2.13 2.14	• Parent Conference • Behavior contract w/progress monitoring • Detention • Confiscation of device and return at end of day (returned to student) • 1-5 days ISS • Restorative Practice	• 6-10 days ISS • Counseling Referral/Intervention • Confiscation of device and return to parent at school's discretion • Restorative Practice • 1-3 days OSS	• 3-5 days OSS • Confiscation of device and return to parent at school's discretion. • Restorative Practice

Level 2 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence
2.14 (ZZZ) Premeditated use of a device to record a fight <u>Group</u> 2.13 2.14	• Parent Conference • Behavior contract with progress monitoring • 5 days of OSS • Confiscation of device and return at end of day (returned to student) • Loss of all extracurricular activities for 5 days • Restorative Practice	• 5-7 days OSS) • Counseling Referral/ Intervention referral • Confiscation of device and return at end of day (returned to student) and Loss of all extracurricular activities for 10 days • Restorative Practice	• 7-10 days of OSS • Confiscation of device and return to parent at school discretion within 3 days. • Restorative Practice	• 10 days OSS • Confiscation of device and return to parents at school discretion after OSS has been served. • Referral to Office of the Assistant Superintendent for Support Services (Principal Discretion)
2.15 (ZZZ) Vandalism <u>Group</u> 2.15 2.16 2.17	• Restorative Practice • Behavior Contract with progress monitoring • 1-3 days OSS • Restitution • School Service	• Restorative Practice • Restitution • Mandatory OSS 3-5 days	• Restorative Practice • Civil Citation/Teen Court • 5 days OSS) • Revoke of Extra Curricular Activities (Semester)	• Restorative Practice • 5-10 days OSS • Revoke of Extra Curricular Activities (Year) • Referral to Office of the Assistant Superintendent for Support Services (Principal Discretion)
*2.16 (ZZZ) Stealing or Use of Counterfeit Bills <u>Group</u> 2.15 2.16 2.17	• Restorative Practice • Behavior Contract with progress monitoring • 5 days ISS • Restitution	• Restorative Practice • Restitution • Mandatory OSS 3-5 days	• Restorative Practice • Civil Citation/Teen Court • Mandatory OSS 5 Days • Restitution	• 5 days OSS and Restorative Practice • Civil Citation/Teen Court • Mandatory OSS 5 Days • Restitution
*2.17 (ZZZ) Possession of Stolen Property <u>Group</u> 2.15 2.16 2.17	• Parent Contact and • Restorative Practice • Behavior Contract with progress monitoring • 5 days ISS • Restitution • Civil Citation/Teen Court	• Parent Conference and Restorative Practice • Restitution • Mandatory OSS 3-5 days	• 5 days OSS and Restorative Practice • Civil Citation/Teen Court	• 5-10 days OSS
2.18 (ZZZ) Teasing/Intimidation/ Ridicule <u>Group</u> 2.05 2.06 2.18	• Restorative Practice • Detention • Behavior Contract	• 1-2 days ISS • Counseling Referral/ Intervention Referral • Restorative Practice	• Restorative Practice • 2-3 days ISS	• 3-5 days ISS • 1-2 days OSS
2.19 (TRS) Trespassing (unauthorized entering of school board property/school bus without the intent to cause harm)	• Add 1 day to Suspension (if applicable) • Restorative Practice • Detention • 1-2 days ISS	• Add 2 days to suspension (if applicable) • Restorative Practice • Mandatory (if declined 3 days ISS)	• 4-6 days ISS • Restorative Practice • Civil Citation/Teen Court	• 1-3 days of OSS

Level 2 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence
2.20 (ZZZ) Possession of Fireworks, Firecrackers, Smoke/Stink Bombs, or Flammable Materials <u>Group</u> 2.04 2.20	5 days OSS - Restorative Practice	5-7 days OSS - Parent Conference - Counseling Referral/ Intervention - Restorative Practice	7-10 days OSS - Restorative Practice	5-7 days OSS - Referral to Office of the Assistant Superintendent for Support Services
2.21 (ZZZ) Verbal Sexual Harassment	5 days OSS - Restorative Practice - Counseling Referral - Parent Conference	5-7 days OSS - Parent Conference - Counseling Referral/ Intervention Referral - Restorative Practice	7-10 days OSS - Restorative Practice	10 days OSS - Referral to Office of the Assistant Superintendent for Support Services
2.22 (ZZZ) Obscene, Profane, or Offensive Language or Gestures directed to a School District Employee or Agent	- Mandatory Loss of extracurricular activities 5 days 5 days OSS and Behavior Contract with progress monitoring - Restorative Practice including letter of apology - Parent Conference - Parent Shadowing - School defined Detention	5-7 days OSS - Loss of extracurricular activities for 10 days) - Restorative Practice - Counseling - Parent Conference	7-10 days OSS - Restorative Practice - Refer to Guidance Counseling - Mandatory Loss of extracurricular activities for 20 days) - Parent Conference	10 days OSS - Restorative Practice - Refer to Guidance - Student Accountability Board - Mandatory Loss of all extracurricular activities remainder of year - Counseling Parent Conference
2.23 (ZZZ) <i>Leaving School Grounds or the Site of Any School Activity Without Permission</i>	3-5 days ISS - Restorative Practice - Attendance Tracking Form 10 days Suspension of school-related extracurricular activities - Parent Shadowing	5-7 days ISS 20 days Suspension of school-related extracurricular activities - Referral to Truancy Officer - Attendance Tracking Form - Counseling - Referral/ Intervention - Check-In/Check Out Program	7-10 days ISS - Attendance Tracking Form - Suspension of school-related extracurricular activities for the quarter - Restorative Practice - Check-In/Check Out Program	5 days OSS 30-day Suspension of school-related extracurricular activities for the year - Attendance Tracking Form - Check-In/Check Out Program
2.24 (ZZZ) False Information	- Behavior Contract with progress monitoring 3-day ISS - Restorative Practice	3-5 days ISS - Parent Conference - Counseling Referral/ Intervention - Restorative Practice	4-7 days ISS - Restorative Practice	5 days OSS

Level 2 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence
2.25 (ZZZ) Refusal to Attend or participate in Previously Assigned Discipline	- Reassign Discipline 1-3 days OSS	3-5 days OSS	5-7 days OSS	10-days OSS
2.26 (ZZZ) Unauthorized Use of Instructional Technology	- Suspension of Usage (10-30 days) - Restorative Practice - Detention	- Suspension of Usage (30 days) - Detention - Parent Conference - Restorative Practice - Behavior Contract with progress monitoring	- Suspension of Usage (60 days) 3-5 days ISS - Parent Conference - Restorative Practice	- Suspension of Usage (Permanent) 5-10 days ISS - Parent Conference
2.27 (ZZZ) Gambling	5 Days ISS - Detention - Restorative Practice - Parent Conference - Counseling/ Intervention Mentor - Money Confiscation (return to Parent)	- Parent Conference and 3-5 days OSS - Restorative Practice - Behavior Contract with progress monitoring - Money Confiscation (return to parent)	- Parent Conference - Restorative Practice 5 Days OSS - Money Confiscation (Principal discretion)	- Parent Conference and 5-7 days OSS - Money Confiscation (will not be returned)
2.28 (ZZZ) Failure to Adhere to Safety Considerations on School Bus	- Detention - Restorative Practice - Behavior Contract	3-5 days bus suspension and Restorative Practice	5-7 days bus suspension - Restorative Practice	7-10 days bus suspension
2.29 (ZZZ) Cheating and/or Copying the Work of Others	- Restorative Practice - Practice (Consequences per pupil progression plan) - Parent Contact	- Restorative Practice - Detention 3-5-day ISS	- Parent Conference - Restorative Practice - Restorative Practice and 5 days ISS	Parent Conference and (if declined 5 to 10 days ISS)
2.30 (ZZZ) Extortion	1-3 days OSS - Parent Conference and Behavior Contract with progress monitoring - Restorative Practice	- Parent Conference and Counseling Referral/ Intervention referral 3-5 days OSS with Restorative Practice including letter of apology.	- Mandatory 5 days OSS - Civil Citation/Teen Court	7 days OSS and Referral to Office of the Assistant Superintendent for Support Services - Referral to SRO

Level 2 Infraction	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence
2.31 (ZZZ) Unjustified Activation of Bus Emergency System while the bus is not moving	• Bus Suspension 5-10 days • Parent Conference • Restorative Practice	• Bus Suspension 10-20 days 3rd • (Bus Packet) anything over 20 days must go to the Office of the Assistant Superintendent for Support Services		
2.32 (ZZZ) Gang Activity or Expression	• Parent Conference and Civil Citation/Teen Court • Parent Conference and Behavior Contract with progress monitoring	• Civil Citation/Teen Court • Parent Conference and Restorative Practice • Referral to SRO		
2.33 (FIT) Multi Participant Fight	• 10 days OSS and Principal will refer the students to Office of the Assistant Superintendent for Support Services (Possible Expulsion)			

NOTE: At the discretion of certified classroom teachers and administration, one or more of the disciplinary actions within each occurrence cell may be selected. School disciplinary action is not contingent on law enforcement agency and can be implemented while waiting for a response. It is the Principal's/Designees' responsibility to determine the Code of Conduct infraction within the matrix only. *(Elementary consequences will be at 50% of what is listed for ISS or OSS, not rounding .5 up to the next number.)*

MAJOR INFRACTIONS – Level III

Special Note– Infractions committed within the same Level in the Code of Student Conduct in school, at school-sponsored events and on the school bus will be considered willful disobedience and/or open defiance of authority. As a result, the student infraction may be escalated to the next occurrence on the Disciplinary Actions/Interventions Matrix. The following Level III codes are grouped for occurrence purposes:

- **3.04/3.05/3.06/3.07**
- **3.09/3.10/3.11/3.22**
- **3.14/3.15**
- **3.01/3.02/3.08/3.27 (3.08 for Prohibited Substance Only)**

Example: A student committing a 3.04 infraction followed by another 3.04 or a 3.05, 3.06 or a 3.07 infraction will move to the next occurrence on the Disciplinary Actions/Interventions Matrix.

Special Note – Threat Management Team (TMT) – Infractions with the acronym (TMT) should initiate the Threat Management Team, which is a multi-disciplinary team that convenes when there is a real or perceived threat to schools or persons related to behavioral health. Students who commit any violent infraction, a mental health referral to district provider must be submitted.

3.01 (ALC) Alcohol – Possession, purchase, or use/sharing of alcoholic beverages. Use means the person is caught in the act of using, admits using or is discovered to have used in the course of an investigation. Alcohol incidents cannot be Drug Related (**This includes students on campus under the influence of Alcohol**) **Report to Law Enforcement.**

NOTE: It is illegal to possess or use alcoholic beverages if under the age of 21.

3.02 (DRU) Drug Use/Possession– The use/sharing or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. **This includes vaping products containing THC (Must have evidence of THC). Use means the person is caught in the act of using, admits using or is discovered to have used in the course of an investigation. (This includes students on campus, school sponsored event or school transportation under the influence of Drugs) Report to Law Enforcement**

NOTE: The possession or use of illicit drugs is illegal and harmful.

3.03 (PHA) Physical Attack of a School Board Employee or Non-Student – (Including by not limited to) Actual and intentional striking, pushing, or spitting on a School Board Employee or Non-Student against his/her will, or intentionally causing bodily harm to an individual. **Report to Law Enforcement.**

3.04 (ROB) Robbery (using force to take something from another) – The taking or attempted taking of anything of value that is owned by another person or organization, under the confrontational circumstances of force, or threat of force or violence, and/or by putting the victim in fear. A key difference in robbery and larceny/theft is that robbery involves a threat or assault. **Report to Law Enforcement and TMT.**

3.05 (STL) Stealing/Larceny/Theft – Any intentional unlawful taking, carrying, riding away, or concealing the property of another valued at \$750 or more belonging to, or in the lawful possession or custody of another, without threat of violence or bodily harm. This offense also includes the theft of credit cards, debit cards, checks, school keys, and motor vehicles. **Proof of purchase price required. (Replacement value will be reviewed). Report to Law Enforcement**

3.06 (BRK) Burglary– Unlawful entry into or remaining in a dwelling, structure, or conveyance with the intent to commit a crime therein. Pursuant to Florida Statute 810.02. **Report to Law Enforcement**

3.07 (ZZZ) Vandalism – Any intentional and deliberate action resulting in damages of \$200 to \$999.00 to school district property, public property or the real or personal property of another not limited to the placement of graffiti thereon or other acts of vandalism thereto as defined Pursuant to Florida Statute 806.13. (Documentation of assessment of damages required.) **Report to Law Enforcement**

NOTE: Damage to property valued more than \$1,000 constitutes a Level IV offense.

3.08 (ZZZ) Possession of Prohibited Substance or Objects – Possession of any blade not considered to be a weapon (includes common pocketknife, plastic knife, or blunt-bladed table knife), martial arts weapons, bullets, syringes, BB guns, paint guns, air strike guns, over-the-counter drugs, or devices including, but not limited to, mace or pepper spray (2 oz. or less), firearm facsimile or any other object that may puncture, wound, or otherwise injure another **person.**

3.09 (ZZZ) Indecent, Offensive or Lewd Behavior – Any behavior offensive to common propriety or decency, including, but not limited to, “mooning,” sexting, offensive touching, indecent exposure, possession, distribution, or display of obscene or lewd behavior. **Immediately Report to Law Enforcement (Prior to Investigating) - Contact Title IX Prior to Assigning Discipline**

3.10 (SXH) Physical Sexual Harassment – (undesired sexual behavior) Unwanted verbal or physical behavior with sexual connotations by an adult or student 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. [\(6A-19.008\(1\) SBE Rule\)](#) **Immediately Report to Law Enforcement (Prior to Investigating) – Contact Title IX Prior to Assigning Discipline**

There is no requirement in School Board policies that specific body parts must be touched (i.e., sexual organs), or that sexual harassment, in any form, must be shown to have occurred repeatedly, over a long period of time, and/or be severe.

NOTE: Violation of the School Board's sexual harassment policy relating to a student is grounds for in-school suspension, out-of-school suspension, expulsion, or imposition of other disciplinary action by the school and may also result in criminal. Penalties are being imposed.

3.11 (SXO) Sexual Offenses – Law enforcement must be notified to investigate. Other sexual contact, including intercourse, without force or threat of force. This includes subjecting an individual to lewd, sexual gestures, sexual activities, sharing of pornography or exposing private body parts in a lewd manner. **Immediately Report to Law Enforcement (Prior to Investigating) – Contact Title IX Prior to Assigning Discipline**

3.12 (PHA) Simple Battery – An actual and intentional touching or striking of another person against his or her will, or the intentional causing of bodily harm to an individual. Requires medical treatment and documentation uploaded in student information system. **Contact the Office of the Assistant Superintendent for Support Services. Report to Law Enforcement.**

3.13 (DOC) Inciting or Participating in Major Student Disorder – Disruption of all or significant portion of campus activities, school-sponsored events or school bus transportation that poses a serious threat to the learning environment, health, safety, or welfare of others. Examples of major disruptions include bomb threats, inciting a riot, or initiating a false fire alarm. **(Office of the Assistant Superintendent for Support Services must be contacted) Report to Law Enforcement**

3.14 (DOC) Unjustified Activation of a Fire Alarm System or Fire Extinguisher. Report to Law Enforcement

3.15 (DOC) Unjustified Activation of Bus Emergency Systems while the Bus is Moving – Any unjustified activation of bus emergency doors, emergency windows, or other systems unless directed by the bus operator/attendant, or other authorized school district employee or agent in an emergency or in the case of an evacuation drill. **Report to Law Enforcement.**

3.16 (ZZZ) Defamation of Character – A knowingly false communication, either oral or written, that is harmful or injurious to a school board employee, student or agent's reputation and/or exposes that person to contempt, scorn or ridicule and jeopardizes the school board employee or agent's employment with the District.

3.17 (ZZZ) Stalking – Engaging in a pattern of behavior or activity that involves willful, malicious, and repeated following, harassing, or cyberstalking of another as defined Pursuant to Florida Statute 784.048 (2). **Immediately Report to Law Enforcement (Prior to Investigating) - Contact Title IX Prior to Assigning Discipline**

3.18 (ZZZ) Unauthorized Use of Instructional Technology

- Use of another user's account to bypass restrictions placed on his or her account.
- Intentionally utilizing a teacher or staff member's account to access district resources that are not intended for student use.
- Knowingly making unauthorized changes to grades, test scores, or student data on internal or externally hosted systems.
- Production and/or distribution of pornography or making pornography available to users.

3.19 (DOC) Major Altercation – The willful act of participating in a disruption involving physical contact with multiple participants which causes disruption of all or significant portion of campus activities or school-sponsored events resulting in a major altercation. Disruptive behavior that poses a serious threat to the learning environment health, safety, and welfare of others. **(Examples included but not limited to school lock down, buses delayed more than 20-min, change of school bell schedule, required CCR number) (Office of the Assistant Superintendent for Support Services must be contacted) Report to Law Enforcement.**

3.20 (TRE) Repeated Threats Upon School District Employee, Student or Agent – Repeated intentional threats by word or acts to do violence to the person of another and in accordance with 2.05/2.06 of the Code for a first infraction, doing a second (or repeated) act(s) which create(s) an incident where there was no physical contact between the offender and victim, but the victim felt that physical harm could have occurred based on verbal or nonverbal communication by the offender. (The repeated threat must be made to the same individual) **Report to Law Enforcement and TMT**

3.21 (BUL) Bullying/Cyberbullying – Systematically and chronically, inflicting physical hurt or psychological distress on one or more students or employees. Bullying includes instances of cyberbullying as defined in Section 1006.147(3)(b), F.S. Bullying may include, but not limited, repetitive instances of teasing, social exclusion, threats, intimidation, stalking, physical violence, theft, harassment, public or private humiliation, or destruction of property. If the physical harm or psychological distress is not the result of systematic or chronic behavior, evaluate for Harassment. **(The school must have completed a bullying packet to assign this charge)**

Note: Cyberbullying includes, but is not limited to, electronic mail, Internet communications, instant messages, facsimile, texting, social media, creating webpages and weblogs, assuming the identity of another person, distribution by electronic means or posting of materials on an electronic medium that may be accessed by one or more persons which creates any of the conditions enumerated in the definition of bullying.

(UBL) UNSUBSTANTIATED BULLYING - After a complete investigation and follow up of a reported bullying incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under the definition of bullying as listed in the Jeffrey Johnston Stand Up for all Students Act (section 1006.147, F.S.).

(UHR) UNSUBSTANTIATED HARASSMENT – After a complete investigation and follow up of a reported harassment incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under definition of harassment as listed in the Jeffrey Johnston Stand Up for all Students Act (section 1006.147, F.S.).

3.22 (SXA) Sexual Assault - An incident that includes, fondling, indecent liberties, child molestation or threatened rape both male and female students can be victims of sexual assault. **Immediately Report to Law Enforcement (Prior to Investigating) - Contact Title IX Prior to Assigning Discipline**

3.23 (TRS) Trespassing –A student who enters school board property or attends a school function when suspended or who enters a school other than their own with the intent to incite disruption (also subject to arrest). **Report to Law Enforcement**

3.24 (ZZZ) Teen Dating Violence or Abuse - Pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power and control over another when one or both of the partners is a teenager. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both. **Report to Law Enforcement Required**

3.25 (HAR) Harassment – Unwelcomed conduct of a sexual nature, such as sexual advances, request for sexual favors, and other verbal, nonverbal, or physical conduct of sexual nature. Harassing conduct can include verbal or nonverbal actions, including graphic and written statements, and may include statements made through computers, cellphones, and other devices connected to the Internet. The conduct can be carried out by school employees, other students, and non-employee third parties. **(As defined by the School Environmental Safety Incident Report (SESIR) codes and definitions. Requires compliance with the district's Anti-Bullying Policy as well as compliance with the district's Anti-Bullying Procedures. The required bullying and harassment investigation must be completed, and the required documentation placed in the student's disciplinary folder) Immediately Report to Law Enforcement (Prior to Investigating) - Contact Title IX Prior to Assigning Discipline (Sexual in Nature)**

3.26 (DOC) School Wide Threat – Any form of communication that is/was posted that poses a school wide threat which causes serious disruption to the educational environment in which law enforcement had to be notified and threat assessment had to be performed to include but not limited to threats to shoot school/officials. Investigation with threat assessment must be presented to the Office of the Assistant Superintendent for Support Services with Information Report Number.

Report to Law Enforcement and TMT. Special Note: Senate Bill 7026 any student who is determined to have made a threat or false report must be referred to mental health services identified by the school district for evaluation or treatment, when appropriate.

3.27 (OMC) Drug/Alcohol Paraphernalia - Any equipment that is used to produce, conceal, or consume illicit drugs. It includes but is not limited to items such as bongs, roach clips, miniature spoons, grinders, various types of pipes and any item that is used to take drugs. **Report to Law Enforcement**

3.28 (STL) Grand Theft – The unauthorized taking of the property of another person or organization, including motor vehicles, valued at \$750 or more, without threat, violence, or bodily harm. **Report to Law Enforcement**

3.29 (OMC) Moving Bus Violation- When two or more persons mutually participate in physical violence while the bus is moving that requires physical restraint and/or results in injury. Including but not limited to throwing harmful items out of the window, jumping off the bus, throwing items at the bus driver while driving. **Report to Law Enforcement.**

3.30 (PHA) Striking of a School District Employee or Agent Resulting in Bodily Harm – The physical use of force or violence to a School Board employee or Agent. The attack must be serious enough to warrant law enforcement involvement resulting in more serious bodily injury. Requires medical treatment and documentation uploaded to student information system. **Report to Law Enforcement**

3.31 (ZZZ) Burning of Flammable Materials – Intentional burning of flammable materials or objects which may cause disturbance/disruption to school campus or school sponsored event. Including but not limited to person, hair and clothing. **Report to Law Enforcement**

3.32 (PHA) Physical Attack of a Student – Actual and intentional striking/spitting/bodily fluid on another person against his/her will, intentionally causing bodily harm to an individual. (This infraction does not include students involved in horse playing.) Bodily harm does not include lower-level scrapes and bruising. **Report to Law Enforcement**

3.33 (ZZZ) Hate Speech/Communication/Material abusive or threatening speech that is directed at an individual or group which expresses prejudice/hate against a particular group through verbal or written communication, material, electronic images, text, or similar behavior. **Report to Law Enforcement**

3.34 (WPO) Weapons Possession – Possession of any instrument or object as defined in Section 790.001(6) and (13) F.S., that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm. Incidents involving toys and simulated firearms, or weapons are subject to the limitations defined in Section 1006.07(2)(g), F.S. **Report to Law Enforcement and TMT**

790.001 (13) F.S. Examples included, but not limited to, dirk, knife, electric weapon (taser/stun gun), metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or another deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife.

Disciplinary Actions/Interventions - Major Infractions – Level III

Level 3 Infraction	1 st Occurrence	2 nd Occurrence
3.01 (ALC) Possession, purchase, or use of alcoholic beverages (Group 3.01-3.02-3.08-3.27)	- Parent Conference and 10 days of OSS - Refer student to Civil Citation/Teen Court - Refer student to the Office of the Assistant Superintendent for Support Services for Administrative Placement or Expulsion. 7 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services	
*3.02 (DRU) Use or possession of drugs or controlled substances (Group 3.01-3.02-3.08-3.27)	- Parent Conference and 10 days of OSS - Refer student to Civil Citation/Teen Court - Refer student to the Office of the Assistant Superintendent for Support Services for Administrative Placement or Expulsion. 10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services	
*3.03 (PHA) Physical Attack of a School Board Employee or Non-Student	- Parent Conference and 10 days of OSS - Refer student to Civil Citation/Teen Court - Refer student to the Office of the Assistant Superintendent for Support Services for Administrative Placement or Expulsion. 10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services	
*3.04 (ROB) Robbery (Group 3.04-3.05-3.06-3.07)	Parent Conference and Civil Citation/Teen Court (if declined, 5 days OSS and Restorative Practice	10 days OSS and Principal refer the student to Office of the Assistant Superintendent for Support Services
*3.05 (STL) Stealing/Larceny/Theft (Group 3.04-3.05-3.06-3.07)	Parent Conference and Civil Citation/Teen Court (if declined, 5 days OSS and Restorative Practice	7 days OSS and Principal refer the student to Office of the Assistant Superintendent for Support Services
*3.06 (BRK) Burglary of School Structure (Group 3.04-3.05-3.06-3.07)	- Parent Conference and 7 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services - Civil Citation/Teen Court	7 days OSS and Principal refer the student to Office of the Assistant Superintendent for Support Services
*3.07 (ZZZ) Vandalism (Group 3.04-3.05-3.06-3.07)	- Parent Conference and Civil Citation/Teen Court if declined, 5 days OSS and Restorative Practice - Restitution	7 days OSS and Principal refer the student to Office of the Assistant Superintendent for Support Services - Restitution
3.08 (ZZZ) Possession of Prohibited Substance or Objects (Group 3.01-3.02-3.08-3.27) (3.08 link is for Prohibited Substance)	- Parent Conference and for prohibited object (if declined, 5-7 days OSS) - Parent Conference and Substance Abuse Program (for prohibited substances Civil Citation/Teen Court Per Office of the Assistant Superintendent for Support Services Approval)	7-10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services for Expulsion
*3.09 (ZZZ) Indecent, Offensive or Lewd Behavior (Group 3.09-3.10-3.11-3.022-3.33)	- Parent Conference and 5-7 days OSS) - Parent Shadowing for a day - Restorative Practice - Guidance Referral - Mental Health Counselor	7 -10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services

Level 3 Infraction	1st Occurrence	2nd Occurrence
*3.10 (SXH) Physical Sexual Harassment (Group 3.09-3.10-3.11-3.22)	• Parent Conference and 5-7 days OSS • Civil Citation/Teen Court • Guidance Referral	• 10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services
*3.11 (SXO) Sexual Offenses (Group 3.09-3.10-3.11-3.22)	• Mandatory Parent Conference and Civil Citation/Teen Court • Counseling Referral/Intervention • 5-7 days of OSS • Mentor Partner	• 10 days OSS and Civil Citation/Teen Court, if declined Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services
*3.12 (BAT) Striking of a Student resulting in bodily harm	• Parent Conference and 7-10 days OSS and Principal may at his/her discretion refer the student to Office of the Assistant Superintendent for Support Services • Civil Citation/Teen Court	• 10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services
*3.13 (DOC) Inciting or Participating in Major Student Disorder (Must contact the Office of the Assistant Superintendent for Support Services)	• Parent Conference and Civil Citation/Teen Court • 10 days OSS and refer the student to Office of the Assistant Superintendent for Support Services	
3.14 (DOC) Unjustified Activation of a Fire Alarm or Fire Extinguisher (Group 3.14-3.15)	• Parent Conference and Civil Citation/Teen Court • 10 days OSS and refer the student to Office of the Assistant Superintendent for Support Services	• 10 days OSS and Principal will refer the student to Office of the Assistant Superintendent for Support Services
3.15 (DOC) Unjustified Activation of Bus Emergency Systems while the bus is moving (Group 3.14-3.15)	• 20 days Bus Suspension	• Removal of Bus Privileges and refer to Office of the Assistant Superintendent for Support Services
3.16 (ZZZ) Defamation of Character	• Civil Citation/Teen Court • 5 days OSS	• 7-10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services
3.17 (ZZZ) Stalking	• Civil Citation/Teen Court, (if declined, 5 days OSS) • 5-7 days OSS	• 7 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services
3.18 (ZZZ) Unauthorized Use of Instructional Technology	• 5 days OSS and Suspension of Usage per district policy	• 7-10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services and Suspension of Usage per district policy

Level 3 Infraction	1st Occurrence	2nd Occurrence
*3.19 (DOC) Major Altercation (Must contact Office of the Assistant Superintendent for Support Services)	- Parent Conference and Civil Citation/Teen Court and 5 days OSS (if declined 10 days of OSS and refer the student for to Office of the Assistant Superintendent for Support Services) 10 days OSS and refer the student to Office of the Assistant Superintendent for Support Services.	
*3.20 (TRE) Repeated Threats Upon School District Employee, Student or Agent (Must have a previous 2.05 on same person)	10 days of OSS and the Principal will at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services.	
3.21 (BUL) Bullying/Cyberbullying	- Parent Conference and 5 days OSS - Counseling Referral	10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services.
*3.22 (SXA) Sexual Assault (Group 3.09-3.10-3.1-3.22)	10 days OSS and Principal will refer the student to Office of the Assistant Superintendent for Support Services	
3.23 (TRS) Trespassing (unauthorized entering of school board property with the intent to cause harm)	- Parent Conference and Civil Citation/Teen Court (if declined 5-7 days OSS: Consultation with law enforcement as needed)	10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services: Consultation with law enforcement as needed
3.24 (ZZZ) Teen Dating Violence or Abuse	- Parent Conference and 5 days OSS - Parent Conference and Civil Citation/Teen Court	10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services.
3.25 (HAR) Harassment	- Parent Conference and Civil Citation/Teen Court 5 Days OSS	10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services.
3.26 (TRE) School Wide Threat	10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services.	10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services (Possible Expulsion)
3.27 (OMC) Drug/Alcohol Paraphernalia (Roach clips, Pipes, Mini Spoons, Bongs, Water pipes, Grinders) (Group 3.01-3.02-3.08-3.27)	- Substance Abuse and 5 days OSS - Refer to Civil Citation/Teen Court)	10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services.
*3.28 (OMC) Motor Vehicle Theft	10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services: Consult with law enforcement as required	
3.29 (OMC) Moving Bus Violation	Removal of bus privileges if/until referral of hearing packet	7 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services and Removal of Bus Privileges per district policy.

Level 3 Infraction	1st Occurrence	2nd Occurrence
3.30 (BAT) Striking of a school district employee or non-student resulting in bodily harm	10 days OSS and Principal will refer the student to the Office of the Assistant Superintendent for Support Services for expulsion.	
3.31 (ZZZ) Burning of Flammable Materials (Not limited to Hair, Body and Clothing)	- Civil Citation/Teen Court Referral and behavior contract with progress monitoring - Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services 7 -10 days OSS	
3.32 (PHA) Physical Attack of a Student	- Parent Conference and 5 days OSS - Parent Conference and - Counseling Referral - Civil Citation/Teen Court	10 days OSS and Principal will refer the student to the Office of the Assistant Superintendent for Support Services for expulsion.
3.33 (ZZZ) Hate Speech/Communication/Material	- Parent Conference and 5 days OSS) - Restorative Practice - Guidance Referral - Mental Health Counselor	7-10 days OSS and Principal may at his/her discretion refer the student to the Office of the Assistant Superintendent for Support Services.
3.34 (WPO) Weapons Possession	7 Days OSS and Parent Conference - Guidance Referral - Restorative Justice - Mental Health Counselor	10 days OSS and Principal may at his/her discretion, refer the student to the Office of the Assistant Superintendent for Support Services.

NOTE: At the discretion of certified classroom teachers and administration, one or more of the disciplinary actions within each occurrence cell may be selected. School disciplinary action is not contingent on law enforcement agency and can be implemented while waiting for a response. It is the Principal's/Designees' responsibility to determine the Code of Conduct infraction within the matrix only. *(Elementary consequences will be at 50% of what is listed for ISS or OSS, not rounding .5 up to the next number.)*

ZERO TOLERANCE INFRACTIONS - Level IV

The Gadsden County School Board has adopted a zero- tolerance policy with respect to the following offenses. Students who commit these offenses shall receive the most severe consequences, including possible expulsion. See Gadsden County School Board Policy 5.32, Zero Tolerance for School Related Crimes.

NOTE: The highlighted (**) offenses are defined under Florida Statute 1006.13 and carry the recommendation of expulsion for a period not to exceed the remainder of the school year and one (1) additional year of attendance. All Level IV offenses may lead to the recommendation for expulsion. **The Gadsden County School Board will conduct an expulsion hearing for a student found to have committed a Zero Tolerance Offense, even if the student withdraws from Gadsden County School District after committing the offense.**

Special Note – Threat Management Team (TMT) – Infractions with the acronym (TMT) should initiate the Threat Management Team, which is a multi-disciplinary team that convenes when there is a real or perceived threat to schools or persons related to behavioral health.

Report to Law Enforcement on all Level 4 Infractions.

4.01 (ALC) Alcohol – Any possession of an alcoholic beverage with the intent to sell or otherwise distribute to another person.

NOTE: It is illegal to possess or use alcoholic beverages if under the age of 21.

4.02 (DRD) Drug Sale/Distribution – The manufacture, cultivation, purchase, sale or distribution of any drug, narcotic, controlled substance or substance represented to be a drug, narcotic, or controlled substance.

NOTE: The possession or use of illicit drugs is illegal and harmful.

4.03 (ARS) Arson – To intentionally damage or cause damage by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents. Fires that are not intentional, that are caused by accident, or do not cause damage are not required to be reported in SESIR.

4.04 (ROB) **Armed Robbery – The taking or attempted of taking of money or other property from the person or custody of another with the intent to permanently or temporarily deprive the person or owner of the money or other property under the confrontational circumstances of force or threat of force or violence, and or putting the victim in fear. TMT

4.05 (WPO) **Possession of a Firearm – Possession, discharge, use, or sale of any firearm or destructive device 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 such a weapon; any firearm muffler or firearm silencer, any destructive device, or any machine gun. A “destructive device” means any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas and includes any fragile (breakable) container filled with an explosive, incendiary, explosive gas, or expanding gas, which is designed or so constructed as to explode by such filler and is capable of causing bodily harm or property damage. Incidents involving toys and simulated firearms or weapons are subject to limitations defined in Section 1006.07(2)(g), F.S. TMT

NOTE: Under the Gun-Free School Act, any student (regardless of age) who is determined to have brought a firearm, as defined in 18 U.S.C. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student’s regular school for a period of not less than one (1) full year. (The expulsion requirement is subject to modification, on a case-by-case basis, as allowed by law.) A student who is determined to have brought a firearm to school will be referred for criminal prosecution.

The Gadsden County School Board will conduct an expulsion hearing for a student (regardless of age) found to have committed a Zero Tolerance Offense, even if the student withdraws from the Gadsden County Public School after committing the offense.

Pursuant to § 790.115(2)(a)3, Fla. Statute the School Board of Gadsden County, Florida hereby waives §790.115(2)(a)3., Florida Statutes, that otherwise would permit any person to possess a firearm on any school campus or at any school sponsored activity pursuant to § 790.25(5), Florida Statutes. Pursuant to the waiver set forth above, no person shall possess a firearm in any vehicle, locked or unlocked, parked on any school property, at any school facility, or at any school sponsored events.

Special Note: Senate Bill 7026 any student who is determined to have brought a firearm or weapon must also be referred to mental health services identified by Gadsden County School District.

- 4.06 (WPO) **Use of a Weapon** – Possession of any deadly weapon, other than a firearm, which is used in a threatening manner and is perceived by the individual being threatened as capable of inflicting physical harm. TMT
NOTE: The possession of a firearm, any instrument or object as defined by Section 790.001, F.S., or any item which is used as a weapon by any student while the student is on school property or in attendance at a school function, is grounds for disciplinary action and may also result in criminal prosecution. Incidents involving toys and simulated firearms or weapons are subject to limitations defined in Section 1006.07(2)(g), F.S.
The Gadsden County School Board will conduct an expulsion hearing for a student found to have committed a Zero Tolerance Offense, even if the student withdraws from the Gadsden County Public School after committing the offense.
- 4.07 (WPO) Use of a Prohibited Object or Substance see Code 3.08** – Use of any prohibited object or substance to strike or to threaten in a manner which is perceived by the individual being threatened as capable of inflicting physical harm. TMT
- 4.08 (DOC) **Bomb Threats** – Reporting to school district employees or agents, police, or fire officials the presence of a bomb on or near school property with a reasonable belief that a bomb is actually present. Also giving a false report concerning planting a bomb, an explosive, or a weapon of mass destruction, or concerning the use of firearms in a violent manner. (Pursuant to Florida Statute 790.163) TMT
- 4.09 (WPO) **Explosives** – Preparing, possession, or igniting on School Board property, explosives likely to cause serious bodily injury or property damage. TMT
NOTE: Under the Gun-Free School Act, any student (regardless of age) who is determined to have brought an explosive, as defined in 18 U.S.C. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student’s regular school for a period of not less than one (1) full year. (The expulsion requirement is subject to modification, on a case-by-case basis, as allowed by law.) A student who is determined to have brought a firearm to school will be referred for criminal prosecution.
- 4.10 (SXB) **Sexual Battery** – (Attempted or actual) - Forced or attempted oral, anal, or vaginal penetration by using a sexual organ or an object simulating a sexual organ, or the anal or vaginal penetration of another by any body part or object. Both males and females can be victims of sexual battery. Immediately Report to Law Enforcement (Prior to Investigating) - Contact Title IX Prior to Assigning Discipline.
- 4.11 (BAT) **Aggravated Battery** – A battery where the attacker intentionally or knowingly causes more serious injury as defined in paragraph (8)(g) of this rule, such as great bodily harm, or permanent disfigurement; uses a deadly weapon; or, where the attacker knew or should have known the victim was pregnant. TMT
- 4.12 (TRE) Aggravated Stalking** – Engaging in a pattern of behavior or activity that involves willful, malicious, and repeated following, harassing, or cyber stalking of another and making a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person’s child, sibling, spouse, parent, or dependent, Pursuant to Florida Statute 784.048(3). TMT
- 4.13 (OMC) Other Major Offense-** (major incidents that do not fit within the other definitions) - Any serious, harmful incident resulting in the need for law enforcement consultation not previously classified. This included any drug or weapon found unattended and not linked to any individual; such incidents must be coded with the appropriate related element (such as Drug-related or Weapon-related) and incident involvement must be reported unknown.
- 4.14 (KID) **Kidnapping/Abduction** - Forcibly, secretly or by threat, confining, abducting, or imprisoning another person against his/ her will and without lawful authority. TMT
- 4.15 (HOM) **Homicide-** The unjustified killing of one human being by another. TMT
- 4.16 (VAN) Criminal Mischief (Felony Vandalism - \$1000 threshold)** – Willfully and maliciously injuring or damaging by any means any real or personal property belonging to another, including, but not limited to, the placement of graffiti thereon or other acts of vandalism thereto. (Documentation of assessment of damages required).
****These offenses carry the recommendation of expulsion for a period not to exceed the remainder of the school year and (1) additional year of attendance.**
- 4.17 (HAZ) Hazing** – Any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for the purpose of initiation or admission into or affiliation with any school sanctioned organization. “Hazing includes, but is not limited to pressuring, coercing or forcing a student to participate in illegal or dangerous behavior, or any brutality of a physical nature such as whipping, beating, branding, or exposure to the elements.

Disciplinary Action	
Zero Tolerance Infractions –Level IV	
Level 4 Infraction	1st Occurrence
*4.01 (ALC) Alcohol – Any possession of an alcoholic beverage with the intent to sell, give away, or otherwise distribute to another person.	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.02 (DRD) Drugs – Any possession of a drug with the intent to sell, or give away, or otherwise distribute to another person including any substance alleged to be a drug, regardless of its content.	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.03 (ARS) Arson – Any willful and malicious burning of any part of a dwelling, structure, building or conveyance, whether occupied or not, or its contents.	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.04 (ROB) *Armed Robbery – The taking of money or other property from the person or custody of another by use of a weapon, or in the course of the taking, putting another in fear of the use of a weapon, force, or violence.	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.05 (WPO) **Possession of a Firearm	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.06 (WPO) **Use of a Deadly Weapon	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.07 (WPO) Use of a Prohibited Object or Substance	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.08 (DOC) **Bomb Threats	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.09 (WPO) **Explosives	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.10 (SXB) **Sexual Battery/Rape	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.11(BAT) **Aggravated Battery	• 10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.12 (TRE) Aggravated Stalking	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.13 (OMC) Any Major Offense Which Is Reasonably Likely to Cause Great Bodily Harm or Serious Disruption of the Educational Process	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.14 (KID) **Kidnapping/Abduction	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.15 (HOM) **Homicide/Murder/Manslaughter	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.16 (VAN) Vandalism	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)
*4.17 (HAZ) Hazing	•10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)

NOTE: When district school board takes action on a recommendation for the expulsion of a student is pending, the district school Superintendent may extend the suspension assigned by the principal beyond 10 school days if such suspension period expires before the next regular or special meetings of the district school board. School disciplinary action is not contingent on law enforcement agency and can be implemented while waiting for a response. It is the Principal's/Designees' responsibility to determine the Code of Conduct infraction within the matrix only.

***Infractions marked with an asterisk will require immediate police notification and possible arrest, as determined by law enforcement.**

The Gadsden County School Board will conduct an expulsion hearing for a student found to have committed a Zero Tolerance Offense, even if the student withdraws from Gadsden County School District after committing the offense.

Intervention Definitions

Note: Interventions should be implemented with consistent progress monitoring and documented in the Student Information System. Interventions may be used at any point in the discipline cycle to assist the needs of the students.

Behavior Contract – A simple positive-reinforcement intervention that is used to help students modify an undesired behavior; it spells out in detail the expectations of the student and teacher (and sometimes parents) in carrying out the intervention plan; this should be monitored and followed up by the adult on campus that drafts it and any other adults specified in the plan. Parent signature is required or not valid.

Community Service - An intervention assigned by the Office of the Assistant Superintendent for Support Services where the student will be a part of a mandated work program; incomplete assignments should be referred to the Office of the Assistant Superintendent for Support Services.

Parent Contact – Contact with the parent/guardian of the student; you must either speak directly with the parent/guardian or receive a response from an email sent to the parent. Leaving a message or emailing a parent/guardian with no response will not be considered contact.

Parent Conference – A scheduled meeting with the parent/guardian that takes place on campus with the parent/guardian/student and school representative in attendance. Phone calls will not suffice as a parent conference. These meetings may be virtual through teams per administration.

Peer Mediation – Structured problem solving by youth with youth by which two or more students involved in a dispute meet in a private, safe and confidential setting to work out problems. Student mediators should be trained.

Student Accountability Board – An adult led restorative session with the assistance of trained mediators and the referred student where strategies, interventions, restitution, and/or recommendations are offered as consequences for the infraction committed. All parties must agree.

Student Support Circle – A tier II intervention to be used with a targeted student or group of students; topics depend on the nature of the infraction; helps to build community within the school.

Parent Shadowing – Parents visit school to shadow students in the school setting. Parents must sign waivers to not interfere with instruction or any students other than their own. Teachers should be notified 24-48 hours in advance.

Counseling Referral/Intervention– Referral to guidance for social/emotional support.

Refer to AIT – Attendance Intervention Team – Administrator refers students to AIT as an intervention to improve attendance.

Planned Discussion- One or more adults confer with a student about a particular concern and develop a plan for resolving it.

Goal Setting- Opportunity for student and school officials to meet and develop strategic goals relating to student's success. Plan should be followed up by an adult that drafts it and any other adult on campus outlined in the plan.

Mentor Partner – School based mentoring program developed for students that need more support with academics or behavior management. Adults will advise or train students to use replacement behaviors and act as an extra layer of support. All external mentors should complete and be approved through Family and Community Engagement/Volunteer Management.

Check In/Check Out – An evidence-based Tier II group-oriented intervention designed especially for students whose problem behaviors would be supported by increased positive adult contact, embedded social skills training, and positive reinforcement.

Teacher Student Mediation- Mediation led by admin, between teacher and student. This should not be used for the student accountability board.

Adult Lead Mediation – Mediation of two students or groups of students led by an adult - Examples: Admin, SRO, Counselors etc.

Restitution – A restoring of something lost or stolen to its proper owner, recompense for injury or loss. In restorative justice, this is used with the referred student making amends with the victim of their behavior.

Restorative Session- Before or after School session with students to provide a restorative approach to discipline. This should not be used for detention.

Life Skills Lesson – Lesson for students that need extra support with life skills; lessons can be found in Second Step, Learning for Life, etc.

Meaningful Work- A school-based jobs program that gives students responsibility to help them develop purpose, self-worth, and a sense of belonging.

Self-Monitoring Tool – Document that is provided to students that allows students to self-monitor behavior; this should be done with progress monitoring.

Substance Abuse Counseling – A Substance abuse program that is 6 weeks/12 sessions.

Letter of Apology – Student writes an apology to student/s or school official/s.

Safety Plan – Specific plan designed to provide safe protocols for transitions in and around schools for individual or multiple groups of students

School Service – School defined intervention which may include cafeteria duty, beautification of school grounds etc..

MTSS - A Multi-Tiered System of Supports organizes instruction and intervention into tiers, or levels of support: ♦ Tier 1 – All students receive high-quality instruction in academics. ♦ Tier 2 – In addition to Tier 1, students needing more support also receive small-group intervention and support. The difference is increased time, smaller groups of students or narrowed focus of instruction. ♦ Tier 3 – In addition to Tiers 1 and 2, students receiving Tier 3 intervention receive the most intensive support based on individual need. The difference is individual team-based problem-solving, increased time, smaller groups of students and narrowed focus of instruction.

FORMAL DISCIPLINARY ACTIONS AND PROCEDURES

Definitions Relating to Formal Disciplinary Actions

The following are examples of formal disciplinary actions that may or may not be used in each school. Students and parents/guardians who desire to have further information about the disciplinary actions used in specific schools should contact officials at that school.

- **Alternative Education Center Academy** – ~~The district has one (1) Alternative Education Center.~~ Gadsden County School District **has developed an academy for grades 6-12 on each secondary campus.** ~~This center~~ These Academies will provide a structured educational environment for the student who has a pattern of disobedience in the regular school setting. These schools are committed to guiding students toward academic excellence by assisting the student in modifying inappropriate behaviors and instilling positive student interactions that allow them to interact positively in the regular school setting and the community.
- **Before/After School Detention** – Assignment to a designated area on campus at the beginning or end of the regular school day for a specified period of time.
- **Cafeteria Suspension** – Denial of the privilege of eating meals in the cafeteria with other students for a specified period of time and assignment to another area in the school for meals.
- **Civil Citation** - Civil Citation is an alternative to arrest for youth 8-17 years of age who commit certain first-time misdemeanor offenses. Florida Statute 985.12 gives law enforcement authorization to issue the youth a civil citation in lieu of arrest.
- **Class Suspension** – Denial of the privilege of attending an individual class for a specified period of time and assignment to another area in the school for the time that class meets.
- **Commission of Level III or Level IV Infractions by Seniors** – A senior student who commits a Level III or IV infraction, described in the Code of Student Conduct, shall forfeit the right to participate in graduation exercises and other senior- related activities until the student has successfully completed all assigned consequences and disciplinary actions. School Board policies and procedures regarding assignment to education centers shall apply to students who commit a Level III or Level IV infraction.
- The School Board may expel a student from school based on grounds specified in the Code of Student Conduct.
- “Expulsion” means the removal of the right and obligation of a student to attend a public school under conditions set by the district 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. The School Board has the sole authority to expel students pursuant to Florida Statute 1006.07.
- The Gadsden County School Board will conduct an expulsion hearing for a student found to have committed a Zero Tolerance Offense, even if the student withdraws from Gadsden County School District after committing the offense.
- **In-School Suspension** – Assignment to a designated area within the school when a student is removed from the regular school program for a specified period of time.
- **Network/Internet Suspension** – Certain technology-based infractions may result in a suspension of network and/or internet access. Alternative instructional materials may be provided.
- **Saturday Detention School** – Assignment to a session at the school on Saturday for work assignments, academic work, or guidance.
- **Assistant Superintendent for Support Services** – Designee of the Superintendent who holds a disciplinary hearing with the parent/guardian in the event that resolution is not achieved at the school level.
- **School Board Hearing** – Hearing by the School Board with the parent/guardian and School Board staff where staff and parent/guardian are given the opportunity to speak before the Board (Available for **Expellable Level IV** Offenses only)
- **School Bus Suspension or Revocation** – Denial of the privilege of riding a school bus based on misconduct occurring while the student is being transported at public expense. Bus code infractions may result in the suspension of bus privileges. A student may be suspended or expelled from riding the bus at any point in the discipline process. A bus suspension is separate from a school suspension and applies only

to the loss of bus riding privileges unless subject to other disciplinary actions, such as out-of-school suspension. Students are required to attend school. Bus suspension does not affect or excuse school attendance.

- **NOTE:** A student who has been suspended or expelled from the school bus who boards, rides, or attempts to ride a school bus, without being authorized to do so, is considered to be trespassing and is subject to arrest.
- **Student Option for Success (S) Program** – An evening or Saturday counseling program developed to assist elementary, middle and high school students who are experiencing disciplinary problems in the regular school settings. Participation must begin in the first available class. Parental participation is required. (3rd through 12th Grade) (Not available exploring for future implementation)
- **Suspension** – Removal of students from their regular school program for a period not to exceed (10) days. Pursuant to Florida Statute 1006.09, no student who is required by law to attend shall be suspended for unexcused tardiness, absence or truancy. Therefore, suspension is not an appropriate disciplinary action for Code infraction 1.05 and 1.10, as it relates to students who fall within the mandatory state attendance requirements.

NOTE: A student who has been suspended or expelled from school and returns to any School Board property without being authorized to do so is considered to be trespassing and is subject to arrest.

- **Disciplinary Work Assignments** – Supervised activities related to the upkeep and maintenance of school facilities.
- **Teen Court** - Teen Court is based on the philosophy that a youthful law violator is less likely to continue to offend when a peer jury decides the punishment. Teen Court attempts to interrupt developing patterns of criminal behavior by promoting feelings of self-esteem and healthy attitudes toward authority. The program places a high priority on educating teens about citizenship and accepting responsibility for their actions. In some cases, juvenile participants are given stern consequences for those actions. This program is recommended for certain Code of Student Conduct offenses and is offered at secondary schools. Parental consent is required for participation. Parental participation is required. (This intervention is used for serious infractions only)

PROCEDURES FOR ADMINISTRATION OF FORMAL DISCIPLINARY ACTION

When a formal disciplinary action is required, the principal/designee will make every reasonable effort to contact the parent/guardian immediately. If telephone contact cannot be made, written notice will be sent home with the student or placed in the U.S. Mail within twenty-four (24) hours.

It is the responsibility of the student to notify and/or deliver to his/her parent/guardian all written communications from the school. ~~failure to do so may result in further disciplinary action.~~

When disciplinary action reaches the level of denial of educational participation, the following procedural steps shall be adhered to in order to protect the rights of the student.

Suspension

The student shall be given notice of the charges against him/her and shall be given the opportunity to present his/her explanation of the situation before any action is taken.

When a suspension is necessary, the Principal/Designee will make every reasonable effort to contact the parent/guardian immediately. Written notice shall be sent to the parent/guardian via **email or U.S. Mail within twenty-four (24) hours (School Calendar Days)**, regarding the reason disciplinary action was taken if a parent cannot be contacted. Generally, a notice and a conference should precede the student's suspension from school. However, if the immediate suspension of the student is justified because the student's presence endangers others, school property, or would seriously disrupt the orderly academic process, the mailed notice will follow as soon thereafter as is practical. The parent/guardian may request a conference with the Principal/Designee regarding the suspension.

Level IV Offenses

The Principal is initially responsible for determining that an offense has been committed. In investigating such incidents, the student will be given in writing the pending charges and an opportunity to admit or refute those charges. It should be noted that any statement the student makes might be used with other documentation to prove whether the student is guilty of the offense (s) charged.

The Principal will review the above documentation with the parent/guardian. If at the disciplinary conference, the Principal concludes that extenuating circumstances exist, the student will be eligible for admission back into school following the determination of appropriate disciplinary action to be taken.

In the absence of extenuating circumstances, the Principal may, at his/her discretion, recommend ~~an alternative school~~ **placement in an academy** or other programs provided by the school district. Should the parent/guardian be offered this opportunity and declines it, the principal shall recommend expulsion and immediately send all the documentation of the incident to the Assistant Superintendent for Support Services.

At this time, the Assistant Superintendent for Support Services, acting as the Superintendent's designee shall review the facts pertaining to the offense and shall request a conference with the parent/guardian and the suspended student within the suspension period **and make a recommendation to the Superintendent for expulsion or for the student to return to school.**

Bus Revocation - Bus riding is a privilege, which may be revoked. If a student displays inappropriate behavior on a bus, the student may be referred to the appropriate Asst. al Superintendent for possible revocation of bus privileges. Commission of a Level IV Offense on a school bus will result in revocation of bus privileges.

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.

The School Board may expel a student from school based on grounds specified in the Code of Student Conduct. (Expulsion means the removal of the right and obligation of a student to attend a public school under conditions set by the district school board, and for a period of time not to exceed the remainder of the term or school year and an additional year of attendance.) Expulsions may be imposed with or without continuing educational services and shall be reported accordingly. The School Board has the sole authority to expel students pursuant to Florida Statute 1006.07.

PLACEMENT PROCEDURES IN ALTERNATIVE EDUCATION CENTERS- A SCHOOL ACADEMY

All Alternative Educational **Academy** center-packets and appeals must be signed in at the Office of the Assistant Superintendent for Support Services for review by the third (3rd) school day following the most recent infraction resulting in the hearing packet. No student should remain suspended for more than ~~seven (7)~~ **ten (10)** days without a due process hearing or administrative placement at an alternative school- action by the District. Refer to the Discipline Guidelines for Students with Disabilities (IEP/504) for those students involved with Level II, III, and IV infractions that indicate disciplinary action of referral to the Office of the Assistant Superintendent for Support Services.

Special Note: No students should be in Out of School Suspension for more than 10 consecutive days. After the 10th day students return to home school **if no official action has been requested or taken within the suspension period**. A request for extended OSS can be made to the Office of the Assistant Superintendent for Support Services prior to the 10th day limit if special circumstances arise, Hearing Packets will not be accepted after the 7th day of the suspension window without prior approval from the Office of the Assistant Superintendent for Support Services.

Placement of Students at an Alternative Academy Schools - Pursuant to Florida Statute, Section 1003.53 (5) the school Principal or his or her designee shall, prior to placement in a dropout prevention and academic intervention program or the provision of an academic service, provide written notice of placement or services by certified mail, return receipt requested, to the student's parent/guardian. The parent/guardian of the student shall sign an acknowledgment of the notice of placement for service and return the signed acknowledgment to the Principal within three (3) days after receipt of the notice. The parent/guardian of a student assigned to such a dropout prevention and academic intervention program shall be notified in writing and entitled to an administrative review of any action by school personnel relating to such placement pursuant to the provisions of Florida Statute 120.

1. **Within ~~seventy-two (72)~~ hours of suspending a student for the purpose of transferring to an Alternative Education Center placement in an Academy**, the Principal shall send the parent/guardian a certified letter, return receipt requested, informing the parent/guardian of the placement (3 School Calendar Days). This notice shall include the suggested date for a parent/guardian conference, as well as the automatic date of placement in the event the parent/guardian fails to respond to the notice. The Notice of Pupil Placement at an Alternative School must be sent via certified mail, return receipt requested, whether the parent/guardian is contacted by phone or not (or receives a copy of the charges and Parent Conference Checklist in a face-to-face conference)
2. The Parent Conference Checklist contained in the **Alternative Education Centers' Academy Admissions Packet** must be given to parent/guardian during the parent/guardian conference. The Parent Conference Checklist serves as written documentation that the parent/guardian was informed of the charges against their child, provided an opportunity to refute or show mitigation to the charges, and discuss alternative disciplines. The Parent Conference Checklist also serves as documentation of parent/guardian's decision regarding the student's placement at an alternative school and informs the parent/guardian of the Appeal Process.

The discipline/administrative transfer of a student to the A alternative Center should take place on or before the seventh (7th) day of suspension. However, if the parent/guardian indicates on the Parent Conference Checklist or in writing that they would like a review of the Principal's decision, the school shall, within 24-72 hours, forward the student's Alternative School admission packet to the Asst. Superintendent for Level III offenses or to the Office of the Assistant Superintendent for Support Services for Level IV offenses. The review/appeal process does not postpone the pending disciplinary action unless a written agreement can be established between the parent/guardian and the principal that the child should remain suspended until resolution of the appeal.

Parent/guardian who fails to enroll their child in an alternative school setting may violate compulsory school attendance requirements and is subject to criminal prosecution Pursuant to Florida Statutes, Section 1003.27

No student should remain suspended for more than ~~ten (10)~~ days without a due process hearing or administrative placement at an Alternative Education Center Academy.

3. If a satisfactory resolution between the parent/guardian and school administrator cannot be obtained, the parent/guardian may request a review by the Asst. Superintendent. This review is requested when the parent signs the Alternative School Academy Packet. The Asst. Superintendent review will result in a written response within two (2) working days.
4. Following the review of the principal's decision by the Asst. Superintendent or his/her designee, upon request, a parent/guardian may have an administrative review. The Office of the Assistant Superintendent for Support Services will have this responsibility. The Office of the Assistant Superintendent for Support Services will issue a final order upon the completion of the administrative review. **(This is the final step in the process and the Office of the Assistant Superintendent for Support Services' recommendation is the final decision from the District.)**

5. Once an Alternative Education Center **Academy** packet has been forwarded to the Office of the Assistant Superintendent for Support Services there are two ways that the packets are evaluated.
 - a. Students that have never been assigned to alternative school will have their Alternative School Packets processed through an administrative review (**This does not include a formal hearing with the Office of the Assistant Superintendent for Support Services**). If the parent has not requested an appeal before this point the decision is final. (**Though a formal hearing is not required, one may be scheduled at the Office of the Assistant Superintendent for Support Services' Discretion**).
 - b. Students that have attended an Alternative Center **Academy** will be contacted for a formal hearing with the GCSD Office of the Assistant Superintendent for Support Services.

NOTE: If a student is voluntarily withdrawn in lieu of attending an alternative school/program, he/she must remain out of the Gadsden County School District for one calendar year. If the student chooses to return to the Gadsden County School District before the time has expired, he/she must complete the alternative school assignment before entering another public school in Gadsden County.

Alternative Education Centers/Programs **School's Academy**

~~Carter Parramore Academy~~ alternative center **The Academy at each respective secondary school** will serve 6th through 12th grade students that exhibit a **pattern of continuous and aggressive behaviors** of the Code of Student Conduct. Students will be assigned to ~~this alternative center~~ **an academy** for a period of 45 to 180 school days based on a profile of behaviors as follows:

Note: Students being referred to the Office of the Assistant Superintendent for Support Services for violation of Multiple Infraction Rubrics must be referred to the District Student Option for Success Program () before a hearing packet may be submitted.

Documentation from the school is required. (Civil Citation/Teen Court is not an option for Multiple Infraction Rubric Violations)

Note: Students assigned to ~~the Alternative Center~~ **an Academy** during a school year will retain their special/magnet assignment from the sending school, if the student has completed their alternative assignment in the same school year. If a student's attendance rolls over to the next calendar school year, the student will lose the special/magnet assignment and return to their home school.

ALTERNATIVE **ACADEMY CENTER DISCIPLINE MATRIX**

Minor Violations				
Offense	1 st Occurrence	2 nd Occurrence	3 rd Occurrence	
1.01 - Disruption in Class	Teacher/Student	3-5 days OSS	5-10 days OSS	
1.02 - Illegal Organization	Administrator	(Other than		
1.03 - Disorder Outside of Classroom	Conference	attendance		
1.04 - Tardiness	Parent Contact	infractions)		
1.05 - Profanity	Phone Conference			
1.06 - General Code of Appearance	1-3 Days OSS			
2.07 - Inappropriate Display of Affection				
2.08 Unauthorized Absence Class				
2.09 - Unauthorized Use Wireless Device				
Disruptive Behaviors				
Offense	1 st Occurrence	2 nd Occurrence	3 rd Occurrence	
2.01 - Failure to Follow Directions	Teacher/Student	3-5 days OSS	7-10 days OSS (Multiple	
2.23 - Leaving School grounds/ Activity	Administrator	(Other than	repeated occurrences may	
2.25 - Refusal to Attend or Participate	Conference	attendance	result referral to Office of the	
in Other Previously Assigned Discipline	Parent Contact	infractions)	Assistant Superintendent for	
2.32 - Gang Activity or Expression	Phone Conference		Support Services for additional	
	1-3 Days OSS		assignment days, alternative	
			interventions, or expulsion.	

Intermediate Class II Behaviors				
Offense	1 st Occurrence	2 nd Occurrence	3 rd Occurrence	
2.02 – Use, Possession, Distribution, or Sale of Tobacco/Nicotine or Products 2.03 – Distribution, Possession, Sale or Purchase of Drug Facsimile Products 2.04 – Possession and/or Use of Matches or Lighters 2.13 – Use of a Device to Record a Fight or School Board Employee 2.14 – Premediated Use of a Device to record a fight 2.15 - Vandalism 2.16 – Stealing or Use of Counterfeit Bills 2.17 – Possession of Stolen Property 2.18 - Teasing/Intimidating/Ridicule 2.19 – Trespassing 2.20 – Possession of Fireworks 2.21 – Verbal Sexual Harassment 2.24 – False Information 2.26 – Inappropriate Use of Instructional Technology or an Electronic Device 2.27 – Gambling 2.29 – Cheating and/or Copying the Work of Others 2.30 – Extortion	- Parent Contact by Phone or Conference 5 days OSS 2.02 refer to Vaping Course	- Parent Contact by Phone and in Person Conference 7-10 days OSS	- Parent Contact by Phone and in person Conference 10 days OSS - Multiple repeated occurrences may result in referral to Office of the Assistant Superintendent for Support Services for additional days, alternative interventions, or expulsion recommendations.	
Aggressive/Violent Behaviors				
Offense	1 st Occurrence	2 nd Occurrence		
2.07– Intentionally Striking a Student 2.08 - Dispute 2.09– Fighting (Mutual combat or altercation) 2.10 – Initiating a Fight 2.12 – Response to a Physical Attack 2.22 – Directing Obscene, Profane, or Offensive Lang. or Gestures to SBE or Agent 3.12 – Striking of a Student, School District Employee or Agent causing Bodily Harm 3.13 – Inciting or Participating in Major Student Disorder 3.19 – Major Dispute or Altercation	10 days OSS - Principal may refer to the Office of the Assistant Superintendent for Support Services and recommendation for possible expulsion.	10 days OSS - Principal will send a request to the Office of the Assistant Superintendent for Support Services for Expulsion		
2.05 – Intentional Threat of a School District Employee 2.06 – Intentional Threat on a Student 3.20 – Repeated Threats Upon School District Employee, Student or Agent	10 days OSS - Principal will send a request to the Office of the Assistant Superintendent for Support Services for Expulsion			

Drugs and Alcohol				
Offense	1 st Occurrence	2 nd Occurrence		
3.01– Alcohol 3.02– Drugs 3.27 – Drug/Alcohol Paraphernalia	10 days OSS Refer to Civil Citation/Teen Court and to the Office of the Assistant Superintendent for Support Services for Expulsion			
Bus Violation				
Offense	1 st Occurrence	2 nd Occurrence	3 rd Occurrence	
1.10 – Failure to follow Instruction on School Bus 2.28 – Failure to Adhere to Safety Considerations on School Bus 2.31 – Unjustified Activation of Bus Emergency System while the bus is not moving.	● 10 days Bus Suspension	● 30 days Bus Suspension	● Bus Suspension for Remainder of School Year	
2.11 – Fighting or Striking a student on a School Bus 3.15 – Unjustified Activation of Bus Emergency Systems while bus is moving	● 30 days Bus Suspension	● Bus Suspension for Remainder of School Year		
Major Offenses Class III				
Offense	1 st Occurrence			
3.03 – Striking a School Board Employee 3.04 – Robbery (using force to take something) 3.05- Stealing/Larceny/Theft 3.06 – Burglary of School Structure 3.07 – Vandalism 3.09 – Indecent, Offensive, or Lewd Behavior 3.10 – Physical Sexual Harassment 3.11 – Sexual Offenses 3.16 – Defamation of Character 3.17 – Stalking 3.18 – Unauthorized use of Instructional Technology 3.21 – Bullying/Cyberbullying 3.22 – Sexual Assault 3.23 – Trespassing 3.24 – Teen Dating Violence 3.25 – Harassment 3.26 – School Wide Threat	● 10 days OSS Principal will refer to the Office of the Assistant Superintendent for Support Services for Possible Expulsion			
Zero Tolerance Offenses				
Offense	1 st Occurrence			
All Class IV Violations	10 days OSS & referred to Office of the Assistant Superintendent for Support Services (possible expulsion)			

Note: Students who attend the Alternative Education Center are assigned to an Academy will be assigned interventions/discipline when they violate the Code of Student Conduct while at Alternative School. Additional assigned time for the Alternative Center is not mandated by the Code of Student Conduct for a student to return to school. When a student returns to his/her home school student discipline rubric returns to zero. Alternative Centers Academies must follow guidelines for students with disabilities.

School Environment Safety Incident Report (SESIR)

[Florida Administrative Code Rule 6A-1.0017](#) requires school districts to correctly code data used to report incidents that are against the law or represent serious breaches of the Code of Student Conduct. This includes those incidents considered severe enough to require the involvement of a School Resource Officer "SRO" or incidents to be "Reported to Law Enforcement."

Those incidents that are required to be reported to SESIR and/or Law Enforcement are identified in the Code of Student Conduct with the three-letter code identifying SESIR incidents. When multiple incidents occur at the same time and place, the incident that caused the most injury or the highest loss of property or monetary cost should be the one reported. Any related elements to the SESIR incident must be reported. A related element includes those specified in [Florida Administrative Code Rule 6A-1.0017\(8\)](#): alcohol, bullying, drug, gang, hate crime, hazing, injury, vaping, and weapon(s).

"Reported to Law Enforcement" means that an official action was taken by a School Resource Officer (SRO) or a local law enforcement officer such as, assigning a case number, filing a report, filing an affidavit, issuing a civil citation, conducting an investigation and finding it to be an incident reportable to SESIR, or making an arrest.

SESIR CODES INDEX

Alcohol (ALC)	Fighting (FIT)	Sexual Battery (Rape) (SXB)
Aggravated Battery (BAT)	Grand Theft (STL)	Sexual Harassment (SXH)
Arson (ARS)	Harassment (HAR)	Sexual Offenses (Other) (SXO)
Bullying (BUL)	Hazing (HAZ)	Simple Battery (PHA)
Burglary (BRK)	Homicide (HOM)	Threat/Intimidation (TRE)
Criminal Mischief (VAN)	Kidnapping (KID)	Tobacco (TBC)
Disruption on Campus-Major (DOC)	Other Major (OMC)	Trespassing (TRS)
Drug Sale/Distribution Excluding Alcohol (DRD)	Robbery (ROB)	Weapons Possession (WPO)
Drug Use/Possession Excluding Alcohol (DRU)	Sexual Assault (SXA)	

**SECTION II:
PROCEDURES FOR DISCIPLINARY
ACTION AND INFORMATION
FOR STUDENTS WITH
DISABILITIES**

Procedures for Levels 1-3 Offenses

In order to protect student rights, certain procedures are followed with regard to disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom management strategies not covered by these specific procedures are encouraged. A student accused of misconduct for a Level 1-3 offense, shall be afforded the following procedures.

Any offense that is “overturned” for a due process violation will remain on the student’s record for reporting purposes only. The information in the student’s file will state the discipline was overturned for a due process violation, but a disciplinary consequence was not imposed.

Please note, these procedures should be used in conjunction with the procedures set forth in [Title IX of the Education Amendments Act of 1972](#) and the [Board Policy, Equal Educational Opportunities](#).

LEVELS 1-3 PROCEDURES	
Step 1:	The student must be told by the principal/designee of the reason(s) for the referral.
Step 2:	The student must be given the opportunity to present his or her side of the matter either verbally or in writing and must have the opportunity to present witnesses to the incident.
Step 3:	The principal/designee shall determine whether the evidence supports the offense. If so, the principal/designee determines the appropriate discipline offense according to Section I of this Code. The student shall be informed of the disciplinary offense assigned.
Step 4:	The principal/designee shall report each suspension in writing to the student’s parent/guardian and to the principal’s supervisor or designee. This report shall be sent via United States mail or other method agreed to by the parent/guardian. The notification of suspension must be initiated within 24 hours of the start of the suspension or on the next regular school day to the parent/guardian. Reasonable efforts shall be made to contact the parent/guardian prior to the start of the suspension. If the parent/guardian cannot be reached prior to the start of the suspension, the principal/designee may determine that the suspension will start without the prior contact with the parent/guardian, but continued reasonable efforts to contact the parent/guardian shall be made.
Step 5:	After the discipline investigation is complete, the parent/guardian may request a copy of all documentary evidence upon which the proposed disciplinary consequence is based; however, if available and used as evidence for disciplinary purposes, video evidence may only be reviewed, a copy will not be provided.
Step 6:	The student and parent/guardian have a right to request a conference with the principal upon request of the parent/guardian to appeal the discipline imposed. All such requests must be made within three (3) school days of the first notification of a discipline referral. The principal shall have the discretion to adjust the discipline offense.
Step 7:	A meeting shall be held each time any student with disabilities has been suspended from the classroom or transportation for ten (10) consecutive school days or ten (10) cumulative school days for similar behavior during a school year. The purpose is to determine if the placement is appropriate and if any changes need to be made in order to more effectively address the student’s behavior. <i>More information on this step can be found within this Section of the Code under “Suspension/Removal of Students Eligible for Services under the Individuals with Disabilities in Education Act (IDEA)” and “Suspension/Removal of Students Eligible under Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA).”</i>
Step 8:	At the discretion of the principal/designee, a written behavior contract or supervision plan may be required upon the return of the student.
Step 9:	If the parent/guardian feels that procedural safeguards were not provided, they may appeal the principal’s/designee’s decision by contacting an Area Director (Elementary, Secondary, Student Services). The Area Director (Elementary, Secondary, Student Services) shall discuss the matter with the parent/guardian, and if appropriate, schedule a meeting between the principal/designee, the Area Director (Elementary, Secondary, Student Services), and the parent/guardian to further discuss the matter.
Step 10:	The Area Director of Student Services will make a recommendation to the Asst. Superintendent to either uphold the principal’s/designee’s decision or modify the decision based on whether the facts meet the criteria of the offense and whether the student was afforded appropriate disciplinary due process. The Asst. Superintendent of Support Services has the final decision-making authority for these types of appeals.

Procedures for Level 4 Offenses

In order to protect student rights, certain procedures are followed with regard to disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom management strategies not covered by these specific procedures are encouraged. A student accused of a violation of the Code, which, in the opinion of the principal/designee, meets the criteria of a Level 4 offense and may require expulsion from school or transportation, shall be afforded the procedural safeguards described below.

Any offense that is “overturned” for a due process violation will remain on the student’s record for reporting purposes only. The information in the student’s file will state the discipline was overturned for a due process violation, but a disciplinary consequence was not imposed.

Please note, these procedures should be used in conjunction with the procedures set forth in [Title IX of the Education Amendments Act of 1972](#) and the [Board Policy, Equal Educational Opportunities](#).

LEVEL 4 PROCEDURES	
Step 1:	The principal/designee must inform the student of the reason(s) for the Level 4 referral and consideration of expulsion.
Step 2:	The student shall be given the opportunity to present his or her side of the matter either verbally or in writing and must have the opportunity to offer witnesses to the incident.
Step 3:	The principal/ designee shall make a determination in writing as to whether the facts support the Level 4 offense. If so, the principal/designee will determine the appropriate discipline offense according to the Code. The student shall be informed of the Level 4 offense. The student shall also be informed that the student is being suspended from school for up to ten (10) school days and a recommendation for a full exclusion is being considered.
Step 4:	The principal/designee shall report the suspension in writing to the student’s parent/guardian and the District that the student has been suspended for ten (10) school days and include the recommendation for a full exclusion. The report shall be sent via United States mail or other method agreed to by the parent/guardian. The notification of suspension must be initiated within 24 hours of the start of the initial ten (10) day suspension or on the next regular school day to the parent/guardian. Reasonable efforts shall be made to contact the parent/guardian prior to the start of the suspension. If the parent/guardian cannot be reached prior to the start of the suspension, the principal/designee may determine that the suspension will start without the prior contact with the parent/guardian. A meeting shall be held each time any student with disabilities has been suspended from the classroom or transportation for ten (10) consecutive school days or ten (10) cumulative school days for similar behavior during a school year. The purpose is to determine if the placement is appropriate and if any changes need to be made in order to more effectively address the student’s behavior. <i>More information on this step can be found within this Section of the Code under “Suspension/Removal of Students Eligible for Services under the Individuals with Disabilities in Education Act (IDEA)” and “Suspension/Removal of Students Eligible under Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA).”</i>
Step 5:	The student and parent/guardian have a right to request a conference with the principal to review the Level 4 offense. All such requests must be made within three (3) school days of the first notification of suspension that the parent/guardian receives.
Step 6:	After the discipline investigation is complete, the parent/guardian may request a copy of all documentary evidence upon which the proposed expulsion is based; however, if available and used as evidence for disciplinary purposes, video evidence may only be reviewed, a copy will not be provided.
Step 7:	An Area Director (Elementary, Secondary, Student Services) from the District shall convene a Discipline Team Meeting (DTM) as soon as possible. The GCSD employees present at the DTM shall include the Area Director (Elementary, Secondary, Student Services), principal/designee and other appropriate personnel, which may include, but is not limited to, a counselor, school psychologist, administrative dean, staffing specialist, 504 Coordinator, Carter Parramore/Gadsden Central Transition staff, etc. The school will also request that the parent/guardian and student attend the DTM. The parent/guardian may elect to bring additional people of their choosing to the DTM however, if the parent/guardian retains legal counsel, the District Office must be notified prior to the DTM at (850) 627-9651. The purpose of the DTM is to: 1) Review all documentary evidence upon which the Level 4 and proposed expulsion is based. 2) Ensure the student received disciplinary due process during the investigation. 3) Provide the student and parent/guardian the opportunity to present new information and/or explain the student’s involvement; and 4) If upheld, determine whether a referral will be made to an alternative program/school or expulsion.

LEVEL 4 PROCEDURES

Step 8:	No later than one (1) school day prior to the DTM, the parent/guardian must notify the school principal/designee of all parties that will attend the DTM on behalf of the student.
Step 9:	If the Area Director (Elementary, Secondary, Student Services) verifies the Level 4 and the consequence is a full exclusion, with or without continuing educational services, the Superintendent may invoke Section 1006.08, Florida Statutes, and either extend the student's suspension or temporarily administratively place a student in an alternative setting pending the final decision of expulsion from the Board. If the Area Director (Elementary, Secondary, Student Services) verifies the Level 4 and the consequence is an alternative placement, Section 1006.08, Florida Statutes, will be invoked and the student will be administratively placed at the alternative school within Gadsden County. It is important to note, once the student is withdrawn from their home school the only GCSD school the student may attend is the school designated by the Area Director (Elementary, Secondary, Student Services) at the DTM, however, the parent/guardian may instead elect to enroll their child in home school, or Florida Virtual School, private school, or another county, if permissible.
Step 10:	If the Area Director (Elementary, Secondary, Student Services) verifies the Level 4 and the parent/guardian would like to appeal the decision, the parent/guardian may request an administrative hearing by providing notice of the request to the applicable Area Director (Elementary, Secondary, Student Services) or designee within fourteen (14) calendar days. Failure of the parent/guardian to request an administrative hearing from the applicable Area Director (Elementary, Secondary, Student Services) or designee within fourteen (14) calendar days after the Discipline Team meeting shall be deemed a waiver of any appeal to the discipline offense and consequence assigned. Administrative hearings shall be granted or denied within fifteen (15) days from the time they are requested unless an extension is agreed upon in writing. An administrative hearing can be requested for one or more of the following reasons: (1) Dispute the facts presented at the DTM and present additional evidence or information to support this claim. (2) The criteria for the Level 4 offense have not been met. (3) The parent/guardian has new evidence to present that was not available at the DTM. (4) The parent/guardian believes the school did not provide the student with disciplinary due process as detailed within this Code The Area Director (Elementary, Secondary, Student Services) and the principal/designee, as well as other appropriate school personnel may attend the administrative hearing. The parent/guardian may elect to bring additional people of their choosing to the administrative hearing; however, if the parent/guardian retains legal counsel, the District Office must be notified prior to the DTM at (850) 627-9651. If the student is recommended for a full exclusion without educational services, the administrative hearing will be governed by the provisions in Sections 120.569 and 120.57(2), Florida Statutes.
Step 11:	The parent/guardian shall notify the applicable Area Director (Elementary, Secondary, Student Services) of all parties attending the administrative hearing on behalf of the student no later than three (3) school days prior to the administrative hearing.

LEVEL 4 PROCEDURES

Step 12:	The Administrative Office of the Assistant Superintendent for Support Services cannot modify the recommended placement by the Area Director (Elementary, Secondary, Student Services); however, the Administrative Office of the Assistant Superintendent for Support Services can recommend the DTM decision be upheld, overturned, or changed to another offense. The Administrative Office of the Assistant Superintendent for Support Services will make this determination based on the facts presented and whether the student was afforded disciplinary due process. Both the principal/designee and the parent/guardian shall have the right, but not obligation, to submit a recommended order to the Administrative Office of the Assistant Superintendent for Support Services containing proposed findings of facts and conclusions of law. The Administrative Office of the Assistant Superintendent for Support Services may, in his/her discretion, use a proposed order submitted by either the principal/designee or the parent/guardian, however, the Administrative Office of the Assistant Superintendent for Support Services may reject both proposed orders and issue his/her own order.
Step 13:	If the recommendation of the Administrative Office of the Assistant Superintendent for Support Services is to uphold the Level 4, the parent/guardian may request a meeting with Asst. Superintendent (Discipline) to discuss the recommendation of the Area Director (Elementary, Secondary, Student Services) and Administrative Office of the Assistant Superintendent for Support Services. The Asst. Superintendent (Discipline) will review the facts presented and disciplinary due process and provide a recommendation to the Superintendent for review. For Level IV consequences of alternative placement or disciplinary program: The Superintendent shall then review the Asst. Superintendent's (Discipline) recommendation and shall have the authority to take whatever action he/she deems appropriate (which may include a lesser discipline consequence). The superintendent's decision shall be final and binding. For Level IV consequences that result in an expulsion as defined in Section 1003.01(6), Florida Statutes, with or without continuing educational services: The Superintendent shall then review the Asst. Superintendent (Discipline) recommendation and shall have the authority to recommend to the Board that the student be expelled or take whatever action he/she deems appropriate. The Superintendent shall notify the parent/guardian and the principal/designee prior to the Board meeting at which the Board will consider his/her recommendation.
Steps 14 and 15 only apply for Level IV consequences that result in an expulsion as defined in Section 1003.01(6), Florida Statutes.	
Step 14:	The parent/guardian/student shall have the right to appear before the Board. Factual evidence, which was not properly presented either at the DTM or the Administrative Hearing may not be presented to the Board. The parent/guardian/student is limited to challenging whether the facts found at the DTM appropriately led to the consequence under the Code. The School Board may reject the Office of the Assistant Superintendent for Support Services' findings of fact only if it determines that there is no competent substantial evidence to support the findings of fact. The School Board may reject the conclusions of law only if it determines that School Board Policy, Code of Student Conduct, was misinterpreted or applied incorrectly. The School Board may reduce or increase the penalty only upon a review of the complete record and must state with particularity its reasons by citing to the record to justify the action.
Step 15:	For full exclusions brought before the School Board, the School Board will execute a Final Order memorializing the discipline consequence.

SECTION II: PROCEDURES FOR DISCIPLINARY ACTION

Suspension/Removal of Students Eligible for Services under the Individuals with Disabilities Education Act (IDEA)

The following information only applies to students with disabilities eligible for services under the [Individuals with Disabilities Education Act](#) (IDEA), and to students where GCSD had knowledge that the student may be a student with a disability under the IDEA **before** the violation of the Code occurred. The disciplinary procedures for Levels 1-4 provided in this Code apply to all students, including students with disabilities; however, the following additional information also apply to students with disabilities under the IDEA, but does not apply to students who have an Educational Plan (EP) for gifted services only. Students with an EP are disciplined in the same manner as a non-disabled student.

Please note, these procedures should be used in conjunction with the “[Level 1-3 Procedures](#)” and “[Level 4 Procedures](#),” set forth herein, as well as the procedures in [Title IX of the Education Amendments Act of 1972](#) and the [Board Policy JB, Equal Educational Opportunities](#).

ADDITIONAL IDEA INFORMATION	
SUSPENSION	If a student with a disability violates the Code, the student may be removed from the student’s current placement to an appropriate interim alternative educational setting, another setting, or suspended without continuing educational services for up to ten (10) school days in a school year. The ten (10) school days can be consecutive (meaning ten (10) school days in a row), or cumulative (meaning the student receives a total of ten (10) out of school suspension days throughout the school year for the same or similar behavior). According to the IDEA, a removal from a student’s current placement is permitted for these ten (10) school’s days and the school district does not need to provide continuing educational services or determine whether the behavior causing the offense is related to the student’s disability. However, if the Individual Educational Plan (IEP) team notices a pattern of behavior, the IEP team should review a student’s misconduct as early as possible to determine if there is a need for additional behavior supports and/or services. After a student with a disability has been removed from the student’s placement for ten (10) school days, consecutive or cumulative, as detailed herein, GCSD must provide continuing educational services to the student; however, it is important to note, that the manner in which the services are provided to the student may vary depending on the student’s disciplinary placement.

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ADDITIONAL IDEA INFORMATION

MANIFESTATION DETERMINATION

Once a student has been removed for ten (10) school days, consecutive or cumulative as detailed in the “Suspension” section above, the IEP Team must convene a manifestation determination meeting. A manifestation determination is a process by which the relationship between the student’s disability and a specific behavior that may result in disciplinary action is examined. In some cases, the manifestation determination may occur in conjunction with the Discipline Team Meeting for Level 4 offenses.

The manifestation determination meeting must include relevant members from the student’s Individual Educational Plan (IEP) team (as determined by GCSD and the parent(s)/guardian(s)), which may include, but is not limited to: (1) the parent(s)/guardian(s) (as defined by IDEA); (2) student (if appropriate); (3) not less than one regular education teacher (if the student is, or may be, participating in the regular education environment); (4) not less than one special education teacher, or where appropriate, not less than one special education provider of the student; (5) a representative of GCSD qualified to provide, or supervise the provision of, specially designed instruction, is knowledgeable about the general education curriculum, and is knowledgeable about the availability of GCSD resources; (6) an individual who can interpret the instructional implications of evaluation results, if needed (this may be a person already listed in the section); and (7) at the discretion of the parent/guardian or GCSD, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate. The parent(s)/guardian(s) may also be accompanied by another adult of their choice.

During the manifestation determination meeting, the IEP team will determine whether the student’s behavior was caused by, or had a direct and substantial relationship to, the student’s disability, or whether the student’s behavior was the direct result of the school’s failure to implement the IEP.

- If the IEP team determines the student’s behavior is a manifestation of the student’s disability, the student may return to the student’s current placement, unless the parent(s)/guardian(s) agree to a change in placement as part of a modification of the student’s Positive Behavior Intervention Plan (PBIP), or the student’s behavior involves a weapon, drugs, or the student has inflicted serious bodily harm on another person.
- If the IEP team determines the student’s behavior is a manifestation of the student’s disability, but the student’s behavior involves a weapon, drugs, or serious bodily harm, then the student may be removed to an interim alternative educational setting for up to forty-five (45) school days.
- If the IEP team determines the student’s behavior is not a manifestation of the student’s disability the student may be disciplined in the same manner and for the same duration as students without disabilities.

The [Procedural Safeguards](#) must be provided to the parent(s)/guardian(s) at the manifestation determination meeting. In addition, regardless of whether the behavior is determined to be a manifestation of the student’s disability, the team must consider whether a Functional Behavioral Assessment (FBA) and/or PBIP needs to be developed or, if a PBIP has already been developed, whether the PBIP needs to be modified to address the student’s current behavior.

APPEAL

If the parent(s)/guardian(s) disagrees with the manifestation determination made by the IEP team, as detailed herein, the parent(s)/guardian(s) may appeal the decision by requesting a District review of the manifestation determination or by requesting a due process hearing before an Administrative Law Judge with the Florida Division of Administrative Hearings. In addition, if GCSD believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, GCSD may also appeal the manifestation determination and request the student be removed from the student’s current placement. More information on this process can be found in the [Procedural Safeguards](#) provided at the manifestation determination meeting, the [IDEA](#), [Florida Statutes](#), and the [Florida Administrative Code](#).

It is important to note that pursuant to the IDEA, if the student is placed in an interim alternative education setting due to a violation of the Code, the student will remain in the interim alternative education setting pending the outcome of the due process hearing.

If the parent(s)/guardian(s) disagrees with the discipline investigation or whether disciplinary due process was afforded to the student, the parent(s)/guardian(s) may request an appeal for disciplinary purposes as detailed in the [disciplinary procedures](#) for Levels 1-4 of this Code.

SECTION VI: PROCEDURES FOR DISCIPLINARY ACTION

Suspension/Removal of Students Eligible under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Americans with Disabilities Act (ADA)

The following information only applies to students eligible under [Section 504 of the Rehabilitation Act of 1973](#) (Section 504) and Americans with Disabilities Act (ADA), and to students where GCSD had knowledge that the student may be a student with a disability under Section 504 or the ADA **before** the violation of the Code occurred. The disciplinary procedures for Levels I-IV provided on pages 46-50 of this Code apply to all students, including students with disabilities; however, the following additional procedural safeguards also apply to students with disabilities under Section 504 and the ADA.

Please note, these procedures should be used in conjunction with the “[Level 1-3 Procedures](#)” and “[Level 4 Procedures](#),” set forth herein, as well as the procedures in [Title IX of the Education Amendments Act of 1972](#) and the [Board Policy JB, Equal Educational Opportunities](#).

ADDITIONAL 504 AND ADA INFORMATION

If a student with a disability violates the Code, the student may be removed from the student’s current placement to an appropriate interim alternative educational setting, another setting, or suspended **without continuing educational services** for up to ten (10) school days in a school year. The ten (10) school days can be consecutive (meaning ten (10) school days in a row), or cumulative (meaning the student receives a total of ten (10) out of school suspension days throughout the school year for the same or similar behavior). A removal from a student’s current placement is permitted for these ten (10) school’s days and the school district does not need to provide continuing educational services or determine whether the behavior causing the offense is related to the student’s disability. However, if the Section 504 team notices a pattern of behavior, the Section 504 team should review a student’s misconduct as early as possible to determine if there is a need for additional behavior supports and/or services.

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ADDITIONAL 504 AND ADA INFORMATION

MANIFESTATION DETERMINATION

Once a student has been removed for ten (10) school days, consecutive or cumulative as detailed in the "Suspension" section above, the Section 504 Team must convene a meeting (Note: Section 504 regulations do not use the term "manifestation determination" but do require an "evaluation" prior to a significant change in placement; GCSD has termed this meeting a "manifestation determination" to differentiate between an evaluation meeting for eligibility and a disciplinary change in placement). A manifestation determination is a process by which the Section 504 team determines whether the behavior for which discipline is proposed is based on the student's disability, and if so, whether changes in the student's placement are required to ensure the student receives a free and appropriate public education. In some cases, the manifestation determination may occur in conjunction with the Discipline Team Meeting for Level IV offenses.

The manifestation determination meeting must include persons that are knowledgeable about the student. The parent(s)/guardian(s) may also be accompanied by another adult of their choice.

During the manifestation determination meeting, the Section 504 team will determine whether the student's behavior was caused by, or had a direct and substantial relationship to, the student's disability and whether the student's current placement is appropriate.

- If the Section 504 team determines the student's behavior is a manifestation of the student's disability, the school cannot carry out discipline that would exclude the student on the basis of the disability and may return the student to the student's current placement.
- If the Section 504 team determines the student's behavior is a manifestation of the student's disability, but the student's behavior involves a weapon, possession of drugs, or serious bodily harm, then the student may be removed to an interim alternative educational setting for up to 45 school days.
- If the Section 504 team determines the student's behavior is not a manifestation of the student's disability the student may be disciplined in the same manner and for the same duration as students without disabilities.
- A student with a Section 504 Plan may be recommended for expulsion as defined for all students when the behavior, as determined by the Section 504 team, is not a manifestation of the student's disability.
- GCSD is not required to hold a manifestation determination meeting for use of illegal drugs or alcohol committed by a student eligible under Section 504. The student may be disciplined in the same manner as non-disabled students for use of illegal drugs or alcohol and may be disciplined in the same manner and for the same duration as students without disabilities.

NOTE: If a student with a Section 504 Plan has been referred for an evaluation under the IDEA **before** the violation of the Code occurred, then a manifestation meeting under the [IDEA](#) will be provided.

APPEAL

If the parent(s)/guardian(s) disagrees with the manifestation determination made by the Section 504 team, the parent(s)/guardian(s) may appeal the decision by requesting a district review of the manifestation determination or by requesting a due process hearing before an Administrative Office of the Assistant Superintendent for Support Services with the School Board of Gadsden County, Florida. In addition, if GCSD believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, GCSD may also appeal the manifestation determination and request the student be removed from the student's current placement. More information on this process can be found in the [Procedural Safeguards](#) provided at the manifestation determination meeting.

It is important to note that if the student is placed in an interim alternative education setting due to a violation of the Code, the student will remain in the interim alternative education setting pending the outcome of the hearing.

If the parent(s)/guardian(s) disagree with the **discipline investigation or whether disciplinary due process** was afforded to the student, the parent(s)/guardian(s) may request an appeal for disciplinary purposes as detailed in the [disciplinary procedures](#) for Levels 1-4 of this Code.



SECTION III: RIGHTS AND RESPONSIBILITIES

The Board believes a positive school culture promotes equal educational opportunities and establishes the framework for a safe and effective learning environment. The Board expects all students and stakeholders to demonstrate mutual respect for one another and, therefore, establishes the following Rights and Responsibilities for Students, Parents/Guardians, and GCSD Personnel.

Student Rights and Responsibilities

- Follow the Code and school-based rules
- Maintain behavior that enhances a positive learning environment
- Notify school staff about any dangerous behaviors, bullying, or activity that occurs on school grounds or off school grounds when it results in a disruption to the school campus
- Accept and respect individual differences and people
- Only bring materials to school that are allowed
- Keep parents/guardians informed of school-related matters
- Ask school personnel or other trusted adults for help in solving problems
- Attend school daily, be prepared for class, and complete assignments to the best of the student's ability
- Make-up missed class work in a reasonable amount of time after an absence
- Use guidance services for educational and personal improvement
- Respect the right of others to express their views and refrain from using speech or expression that could substantially disrupt the learning environment or harm the health, safety, or welfare of others
- Behave respectfully during patriotic observances
- Respect the religious beliefs of others and to refrain from activities that hold religious beliefs up to ridicule
- Follow the rules of responsible journalism under the guidance of an advisor, including seeking complete information about topics and refraining from publishing false or obscene material
- Create a good academic environment
- Report any violations of the Code that you may witness or have knowledge of
- Respect each other's privacy and confidentiality
- Actively contributes to a culture of respect and inclusivity
- Provide a statement and present witnesses if the student is accused of violating the Code
- Assist with creating an environment that is safe

Parent/Guardian Rights and Responsibilities

- Florida Parental Rights and Protections in Education (1014.04, Florida Statutes (F.S.))
- Read the Code with your child(ren)
- Ensure your child(ren) attend school regularly and on time
- Notify the school of absences or tardies in a timely manner
- Monitor your child(ren) academic and behavioral progress
- Talk to your child(ren) about school and behavioral expectations
- Teach and model for your child(ren) to respect the rights and property of others
- Report any violations of the Code that you may witness or have knowledge of

GCSD Personnel Rights and Responsibilities

- Distribute and review the Code with students
- Implement the Code in a fair and consistent manner
- Maintain a safe and orderly school by using prevention and intervention strategies
- Set expectations, teach, model, and reinforce positive behavior
- Provide students with meaningful and relevant feedback on their behavioral and academic progress
- Provide corrective feedback and re-teach appropriate behaviors when a student demonstrates misconduct
- Keep parents informed of students' academic progress and behavior through regular communication
- Provide meaningful opportunities for parent participation and involvement
- Communicate expectations and concerns to students and parents, and respond to students' and parents' concerns in a timely manner
- Review and revise the Code as needed
- Report any violations of the Code that you may witness or have knowledge of

Code of Civility

The education of a child happens only through a partnership among the child, school faculty and staff, parents/guardians, the community and district office employees. Partnership is an active state that includes sharing responsibilities, having meaningful communication and welcomed participation.

When people who are working together agree, the partnership runs smoothly. Two people will not always agree and that can make partnership difficult. The partnership is most powerful, as children are educated to reach their potential, when we agree on how to disagree. We must be civil in our discourse.

Civility is often described by its absence. We hear of harmful actions such as road rage, physical confrontation, ethnic stereotypes and slurs. But civility is not just an absence of harm. It is the affirmation of what is best about each of us individually and collectively. It is more than saying "please" and "thank you." It is reflecting our respect for others in our behavior, regardless of whether we know or like them. It is not simply being politically correct and should not be used to stifle criticism or comment. It is being truthful and kind and for us to take responsibility for our own actions rather than blaming others.

As we communicate with each other, we need to remember that we are working together to benefit the children of this community.

Therefore, the Board requires that, as we communicate, students, GCSD faculty and staff, parents/guardians, and all other members of the community shall:

1. Always treat each other with courtesy and respect

This means:

- We listen carefully and respectfully as others express opinions that may be different from ours.
- We share our opinions and concerns without loud or offensive language, gestures or profanity.

2. Treat each other with kindness

This means:

- We treat each other, as we would like to be treated.
- We do not threaten or cause physical or bodily harm to another.
- We do not threaten or cause damage to the property of another.
- We do not bully, belittle or tease one another and we do not allow others to do so in our presence.
- We do not demean and are not abusive or obscene in any of our communications.

3. Take responsibility for our own actions

This means:

- We share information honestly.
- We refrain from displays of temper.
- We do not disrupt or attempt to interfere with the operation of a classroom or any other work or public area of a school or school facility.

4. Cooperate with each other

This means:

- We obey school rules for access and visitation.
- We respect the legitimate obligations and time constraints we each face.
- We notify each other when we have information that might help reach our common goal. This will include information about safety issues, academic progress, changes that might impact a student's work or events in the community that might impact the school.
- We respond when asked for assistance.
- We understand that we do not always get our way.

Code of Civility

Authority and Enforcement of the Code of Civility

Authority and enforcement of a code for civil conduct ultimately depends on the individual and collective will of those involved – students, GCSD faculty and staff, parents/ guardians, and all other members of the community. However, individuals need to know how to respond to uncivil behavior and how such behavior will be responded to. Therefore:

1. A student who believes that he or she has not been treated in a manner reflective of the Code of Civility should report such behavior to the appropriate school administrator.
2. A parent/ guardian or community member who believes that he or she has not been treated in a manner reflective of the Code of Civility should report such behavior to the staff member's immediate supervisor.
3. An employee who believes that he or she has not been treated in a manner reflective of the Code of Civility should use the following guidelines:
 - If personal harm is threatened, the employee may contact law enforcement.
 - Anyone on Board property without authorization may be directed to leave the premises by an administrator or school resource officer. Anyone who threatens or attempts to disrupt school or school district operations, physically harm someone, intentionally cause damage, uses loud or offensive language, gestures, profanity or shows a display of temper must be directed to leave the premises by an administrator or school resource officer. If such person does not immediately and willingly leave and if the school resource officer is not available, law enforcement shall be called.
 - If a telephone call recorded by an answering machine, e-mail, voicemail message, or any type of written communication is demeaning, abusive, threatening, or obscene the employee is not obligated to respond.
 - If personal harm is threatened, the employee may contact law enforcement.
 - The employee shall save the message and contact his or her immediate supervisor, the school resource officer and/or GCSD District Police.
 - If any member of the public uses obscenities or speaks in a demeaning, loud, or insulting manner, the employee to whom the remarks are directed shall take the following actions:
 - Calmly and politely, ask the speaker to communicate civilly.
 - If the verbal abuse continues, give appropriate notice to the speaker and terminate the meeting, conference, or telephone conversation.
 - If the meeting or conference is on the school district premises, request that an administrator or authorized person direct the speaker to promptly leave the premises.
 - If the speaker does not immediately leave the premises, an administrator or other authorized person shall notify law enforcement to take any action deemed necessary.

Student Discrimination

[Board Policy, Equal Educational Opportunities](#), defines discrimination as conduct that deprives the victim of the opportunity to participate in educational programs or activities on the account of race, color, religion, age, sex, national origin, marital status, disability, sexual orientation, genetic information, gender identity or expression, language spoken, homelessness, or any other reason prohibited by law. Students attending GCSD shall be treated according to a unitary code, which applies equally to all students. All activities, curricular and extracurricular, which are sponsored by GCSD shall evidence respect for the individual student. Every reasonable attempt shall be made to ensure that activities do not disparage or offend any student on account of discrimination.

If a student believes they are a victim of discrimination based upon any factor identified above, the student is encouraged to report the alleged discrimination to school administration to investigate. The victim may also file a grievance/complaint with the GCSD Equity Officer to investigate the allegations; the Equity Officer for GCSD is Dr. Sonya Jackson and is located at the Max Walker Building, 35 Dr. Martin Luther King, Jr. BLVD, Quincy, FL, 32351, (850) 627-9651.

Title IX of the Education Amendments of 1972 and Sex Discrimination

In accordance with [Title IX of the Education Amendments of 1972](#), and [Board Policy, Equal Educational Opportunities](#), GCSD is committed to protecting its students, employees, and applicants for admission from sex discrimination, including discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity. GCSD believes that all students and employees are entitled to a safe, equitable, and harassment-free school experience. Substantiated allegations of discrimination will not be tolerated and shall be just cause for disciplinary action. Any student who alleges sex discrimination by another student may use the school's student grievance procedure or may complain directly to the Title IX Coordinator.

Bullying and Harassment

In accordance with [Section 1006.147, Florida Statutes](#), [Board Policy, Safe Schools](#), and [Board Policy, Equal Educational Opportunities](#), the Board is committed to protecting its students, employees, and applicants for admission, from bullying, harassment, or discrimination for any reason and of any type. The Board believes that all students and employees are entitled to a safe, equitable, and harassment-free school experience. Substantiated allegations of bullying, harassment, or discrimination will not be tolerated and shall be just cause for disciplinary action. In addition, although unsubstantiated bullying and harassment do not result in disciplinary action, the unsubstantiated bullying and harassment must be documented and reported to the Florida Department of Education through the requirements of the [School Environment and Incident Reporting](#) (SESIR) structure. Any student who alleges bullying or harassment by another student may use the school's student grievance procedure or may complain directly to the principal or designee.

ATTENDANCE

- 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.

Note: The district will electronically transmit the truancy list to the FL-DMV monthly

Driver License Noncompliance Reporting

1. School personnel are responsible for entering daily attendance data in the school's automated student attendance system.
2. School personnel are responsible for submitting withdrawal code corrections when a student's withdrawal information changes.
3. District office personnel will extract from FOCUS a monthly list of students (between the ages 14 and 18) who have accumulated more than 15 days of unexcused absences within the last 90 calendar days or who have been withdrawn from school with a dropout code.
4. The monthly extraction list of students will be available to schools for review and edit one week before being transmitted to the Florida Department of Education (DOE) on the second Friday of each month.
5. The District will forward the list to the Department of Highway Safety and Motor Vehicles (DHSMV), who will then begin the driver license suspension process by issuing a "Notice of Intent to Suspend" letter to the student and parent(s).



SECTION IV: PARENT AND STUDENT NOTIFICATIONS

Safe Harbor Provision

Safe Harbor allows a student who accidentally brings an object (e.g. firearm, weapon) to school or finds an object, which is not allowed by the Code, to turn the object into school staff **before** a discipline investigation or screening starts. The student could still receive a discipline referral but not a consequence. The school will arrange with the student's parent/guardian to pick up the object from the school, if allowable.

Please note, however, that [zero-tolerance](#) offenses (see [Section 1006.13, Florida Statutes](#)) include "firearms" and "weapons." GCSD is required to report [zero-tolerance offenses](#) to the Florida Department of Education and is also required to recommend the student for expulsion, assign the student to a disciplinary program, or assign the student to an alternative "second chance" school. Each incident involving a student turning in a "firearm" or "weapon" under Safe Harbor will be reviewed by District GCSD Personnel to determine whether the Safe Harbor provision applies. If the Safe Harbor provision applies, District GCSD Personnel may recommend a disciplinary program instead of expulsion to the Superintendent and Board.

Law enforcement may also be contacted for specific offenses as required by [Board Policy, "Code of Student Conduct,"](#) and [Section 1006.13, Florida Statutes](#). Safe Harbor does not impact whether law enforcement will pursue criminal charges. These offenses may include, but are not limited to, firearms, drugs, and explosive devices.

Objects not allowed by the Code that are discovered during a random search are not protected by the Safe Harbor provisions.

Dress Code

The dress and grooming of GCSD students shall contribute to the health and safety of the individual, promote a positive educational environment, and not disrupt the educational activities and processes of the school. These standards of dress and grooming apply to all students in the public schools of Gadsden County, unless a specific exemption is granted by the principal. Any request for an exemption shall be made to the principal.

1. Clothes shall be worn as they are designed. For example, suspenders should be over the shoulders, pants secured at the waist, belts buckled, no underwear as outerwear, and no underwear exposed.
2. Clothing must cover the body from one armpit across to the other armpit and down to approximately mid-thigh (see image to the right). Tops must have straps. Undergarments must not be viewable. Rips, holes, or tears in clothing must be below mid-thigh.
3. Shoes shall be always worn and should be safe for the school environment. The following shoes are not acceptable for any GCSD student: cleated shoes or shoes with wheels.
4. Headgear shall not be worn on campus during the school day, unless the headgear is approved by the principal. Headgear includes, but is not limited to, hats, visors, du-rags, bandanas, bonnets, hoodies, shower caps, ski mask, etc. **Hoodies (pullover or zipper) are not allowed at any school.**
5. Specialized courses may require specialized attire, such as sports uniforms or safety gear, and must be approved by the principal before being worn during the school day.
6. See-through, revealing, or mesh garments must not be worn without appropriate coverage underneath that meets the minimum requirements of this dress code.
7. Gang paraphernalia, garments and/or jewelry, tattoos, or other insignias that display or suggest sexual, vulgar, drug, alcohol, or tobacco-related wording/graphics or may tend to provoke violence or disruption in school shall not be worn.
8. Clothing must not state, imply, or depict hate speech or imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, or any other protected class.
9. Clothing and accessories that endanger students or staff shall not be worn. This includes clothing that obscures the visual identification of a person (unless approved by the principal). The use of a medical mask worn for its intended purpose is permitted.
10. Alternative, elementary and middle schools must wear approved school uniforms. See A below
11. Individual schools are expected to use the state and district dress and grooming guidelines as minimum standards; any adjustments may be made upon approval of the principal's supervisor. The principal at each school reserves the right to determine what appropriate dress is for the school as detailed in these minimum standards.



A. Elementary and Middle School Requirements:

- 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.
- 4) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
- 5) Uniform style bottoms will be dark blue, black, tan (khaki). No sweatpants, overalls, or jeans will be allowed. Jeans are allowed to be worn at the discretion of the principal.
- 6) Uniform knee-length shorts/skirts will be acceptable.
- 7) Shoes must be safe and appropriate covering the student's feet.
- 8) Socks must be black, white, or other colors 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. ~~Hooded sweatshirts are allowed but hoods may not be worn during school hours.~~ Uniform shirts are required underneath.

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. Safe and appropriate shoes covering the feet.

Any student, **grades K-12** who violates this dress policy will be subject to disciplinary action as outlined in [Section I](#) and of the Code, [Section 1006.07\(2\)\(d\), Florida Statutes](#), and below:

1. For a first offense, a student shall be given a verbal warning and the school principal shall call the student's parent/guardian.
2. For the second offense, a student is ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal shall meet with the student's parent/guardian.
3. For a third or subsequent offense, a student shall receive an in-school suspension pursuant to [Section 1003.01\(5\), Florida Statutes](#), for a period not to exceed 3 days, the student is ineligible to participate in any extracurricular activity for a period not to exceed 30 days, and the school principal shall call the student's parent/guardian and send the parent/guardian a written letter regarding the dress code violation.

Threats or False Reports

Any student who makes a threat or false report as defined by Sections [790.162](#), [790.163](#), and [836.10](#), Florida Statutes, involving school or school personnel's property, school transportation, or a school-sponsored activity will be expelled, with or without continuing educational services, for a period of not less than one (1) full school year and referred to law enforcement, regardless of intent. Threats may include but are not limited to bomb threats; threats to use firearms in a violent manner; threats to kill or do bodily injury; and/or threats to conduct a mass shooting or an act of terrorism.

The [Disciplinary Response Code](#) provides additional definitions for threats. Threats can be direct or indirect, verbal or nonverbal. A direct threat may include a specific act or a specific victim. A direct threat is delivered in a straightforward and clear manner, such as making a threat verbally or in writing directly to the victim. Indirect threats may be unclear or hidden. Indirect threats may not state a specific victim or there is no intent that the threat be heard or seen by the victim, such as writing a threat that is not shown to the victim.

In addition, if a student makes a statement or posts statements on social media alluding to the student bringing a firearm or other weapon on Board property, on school transportation, or to a school activity, even if the student does not actually bring the firearm or weapon, the student will be presumed to cause a disruptive environment which will lead to disciplinary action and possible criminal penalties. This section includes students who post similar statements as a self-defense tactic.

Search of an Individual

Any individual on Board property, on school transportation, and/or at a school activity, is subject to search. To this end, GCSO recognizes the need to respect the rights of individuals while protecting the health, safety, and welfare of all students and school employees. GCSO has developed operational guidelines for electronic scanning utilizing metal detectors and "hands-on" physical searches in schools as a means of helping to create and to maintain a safe educational environment in Gadsden County. Secondary schools may have their classrooms randomly selected to be searched, which may include a search of the student's person and/or belongings.

Student Parking and School Locker Search

All GCSD parking areas and lockers are the property of the school district. School authorities have the right to inspect any student vehicle and/or lockers in order to protect the health, safety, and welfare of all students and school employees. This includes the use of K-9 detection dogs. Each student who uses Board property to park a vehicle or uses a school locker must sign an GCSD Student Parking and/or Student Locker Application and Consent to Search and Waiver of Liability form acknowledging and agreeing to the conditions as a prerequisite to, and in consideration for, the issuance of a student parking decal and/or a student locker. Individual student parked vehicles and/or locker searches will be conducted if school personnel have reasonable suspicion of a violation of the law or of the Code. A student is responsible for all objects found in the car the student drove on campus and/or found in the student's locker. Routine locker clean-ups are not considered searches.

Trafficking

Any form of trafficking, such as human trafficking or drug trafficking, is prohibited on all Board property, school transportation, and/or at school activities. Anyone who is a victim of trafficking or anyone who suspects trafficking is strongly encouraged report the allegations to school administration for further investigation. School administration should consult with the school resource officer, or law enforcement officer if the school resource officer is unavailable, before beginning an investigation. The reporter may choose to remain anonymous.

Students may qualify for an [Alternative to Out-of-School Suspension Program](#) based on their disciplinary offense. A2S provides students with a safe, structured, alternative to complete assignments from teachers, while providing character education for life and social skills training. To qualify for A2S, the student's school administration coordinates with the parent/guardian and student to discuss the A2S process.

Positive Alternative to School Suspension (PASS)

[Section 1003.01, Florida Statutes](#) defines "in-school suspension" as the temporary removal of a student from the student's regular school program and placement in an alternative program under the supervision of GCSD personnel, for a period not to exceed ten (10) days.

The Positive Alternative to School Suspension (PASS) program is a short-term, on-site intervention classroom initiative designed to address the unique needs of students who have committed a school-level behavioral offense. The classroom components help students develop more effective coping skills, character development principles, pro-social behaviors, while remaining on track with academics in the classroom. [Restorative Practices](#) are included in the PASS program and used in congruence with the classroom components. PASS is designed as an enhancement to the Code. Only administrators with official referral documentation may place a student in PASS. These placements are on a period-by-period basis or for a number of days not to exceed ten (10) days for any single placement. The goal of this program is to allow schools and administrators to effectively deal with Code violations that do not require a student be removed from the school setting.

Detention

Detention is permitted during school hours or outside of normal school hours if the principal or designee believes the detention is in the best educational interest of the student. Written notice shall be provided to the parent/guardian twenty-four (24) hours before the start of the detention.

If a student is assigned to detention before or after school, during the school week, then the detention shall be for no longer than one (1) hour and shall not exceed five (5) school days in a row, unless the principal or designee and parent/guardian agree otherwise. If the student rides the school bus, prior arrangements shall be made by the principal/designee to ensure the student has transportation.

If a student is assigned detention on a non-school day, then the detention shall be for no longer than four (4) hours, unless the principal or designee and parent/guardian agree otherwise. Prior arrangements shall be made by the principal/designee to ensure the student has transportation before detention can be assigned on a non-school day.

Restorative Practices

Restorative Practices is a research-based approach to address school culture and climate. Restorative Practice is a preventative approach aimed at promoting inclusiveness, relationship building, and problem solving. Restorative Practices involve a continuum of interventions and strategies that are both proactive and responsive. GCSD has implemented Restorative Practices to address the unique needs of students who have committed disciplinary offenses in violation of the Code. A trained school staff member (administrator, teacher, or counselor) facilitates Restorative Practices conflict resolution circles with the person harmed and the person causing harm. Some restorative methods include using affective statements, restorative questions, community building circles, and conflict resolution circles.

Restorative Practices also aim to build a school culture that focuses on developing and maintaining relationships among educators and students. Through Restorative Practice, all voices are heard as problems are addressed and solved. Restorative Practices teach the skills necessary to manage and reduce conflict. Successful completion of Restorative Practices may serve as an acceptable consequence in lieu of a suspension or other appropriate disciplinary response.

Consultation with Law Enforcement

Section [1006.13, Florida Statutes](#), and School Board Policy, Code of Student Conduct requires GCSD employees to consult with the school

resource officer (SRO), or law enforcement officer if the SRO is not available, for any act that poses a threat to school safety that occurs whenever or wherever students are in the jurisdiction of the district school board. GCSD employees are not required to consult with law enforcement when a student commits a petty act of misconduct that is not a threat to school safety. A threat management team may use alternatives to expulsion or referral to law enforcement agencies to address disruptive behavior through restitution, pre-arrest delinquency citation, Civil Citation/Teen Court, neighborhood restorative justice, or similar programs. The final determination of whether the SRO or law enforcement officer will issue a pre-arrest delinquency citation rests solely with the SRO or law enforcement officer and does not exempt the student from receiving other forms of discipline interventions from the school. This recommendation cannot be made for certain offenses, which includes, but is not limited to, the following: felonies; threats to the school; and possession/use of a firearm or weapon.

Cell Phone/Wireless Communication Device Policy for Students

A student may possess a cell phone on Board property, on school transportation and at school activities, provided that during school hours, the cell phone is off/silenced and concealed. Pursuant to [Section 1006.07, Florida Statutes](#), "a student may not use a wireless communications device during instructional time. Violations of the cell phone policy will be handled in accordance with the Code and may result in confiscation of said device. If the cell phone is used in a criminal act (such as sexting as outlined in Florida Statutes and the Code), the cell phone will be provided to law enforcement and the student may face criminal penalties.

The use of wireless communication devices is always prohibited during the school day (from the first morning bell to dismissal). Wireless communication devices include, but are not limited to, cell phones, tablets, and/or auxiliary/ancillary devices such as watches and ear **devices for listening buds**. Students may not receive discipline if they use their cellphone and/or ancillary device(s) to monitor a health condition that is documented through medical records provided to the school including, but not limited to, an IEP, a Section 504 Plan, or a Health Plan. **GCSD is not responsible for theft, loss, or damage to cell phones or other electronic devices brought onto its property.**

Safety in Private Spaces Act

Pursuant to [Section 553.865, Florida Statutes](#), each educational institution shall, within its code of student conduct, establish disciplinary procedures for any student who willfully enters, for a purpose other than those listed below: a restroom or changing facility designated for the opposite sex on the premises of the educational institution and refuses to depart when asked to do so by any instructional personnel as described in [Section 1012.01, Florida Statutes](#), administrative personnel as described in [Section 1012.01, Florida Statutes](#), or a safe-school officer as described in [Section 1006.12, Florida Statutes](#).

Pursuant to [Section 553.865, Florida Statutes](#), "a person may only enter a restroom or changing facility designated for the opposite sex under the following circumstances:

- (a) To accompany a person of the opposite sex for the purpose of assisting or chaperoning a child under the age of 12, an elderly person as defined in s. [825.101](#), or a person with a disability as defined in s. [760.22](#) or a developmental disability as defined in s. [393.063](#);
- (b) For law enforcement or governmental regulatory purposes.
- (c) For the purpose of rendering emergency medical assistance or to intervene in any other emergency situation where the health or safety of another person is at risk.
- (d) For custodial, maintenance, or inspection purposes, provided that the restroom or changing facility is not in use; or
- (e) If the appropriate designated restroom or changing facility is out of order or under repair and the restroom or changing facility designated for the opposite sex contains no person of the opposite sex."

Dual Enrollment/Postsecondary Notification

Students who participate in a dual-enrollment program at a postsecondary institution, such as Gadsden Technical College, Tallahassee State College, Florida Agricultural and Mechanical University are subject to both this Code and the postsecondary institution's Code of Student Conduct. Any disciplinary offenses that occur on GCSD campus will be reported to the participating postsecondary school where the student is dually enrolled and may result in the student being excused from the program. In addition, any disciplinary offenses that occur on the postsecondary institution's campus will be reported to GCSD for further investigation. Students who commit a verified Level IV offense pursuant to this Code may be unable to complete their dual enrollment program. Students are permitted to use their wireless devices during the periods for dual enrollment only.

Truancy

If a student is required by law to attend school, the school will not suspend the student for unexcused absences or truancy pursuant to [School Board Policy, Student Attendance](#). In addition, parents/guardians of habitually truant students are subject to actions taken through the judicial system. Please see the attendance policy and procedures at www.gadsdenschools.org

Corporal Punishment

The Board prohibits the administration of corporal punishment in the school district.

Standards of Conduct for Students using Transportation Provided by GCSD

Bus riding is a privilege, which may be revoked. Misconduct by any student while riding a school bus or at an officially designated bus stop that represents a serious threat to the safety of all occupants on the bus/officially designated bus stop as well as other motorists, pedestrians, and members of the community. Parents/guardians are urged to discuss with their children appropriate school bus conduct in order to ensure bus safety. All students who misbehave while riding the school bus will be disciplined according to the Code of Student Conduct.

Because of GCSD's continuing efforts to provide safe transportation for all students, whether for a field trip, athletic function, similar activity, or to and from home, students are expected to abide by the following standards of school bus behavior, in addition to the Code:

- (1) Obey the bus driver at all times.
- (2) Stand off the roadway while waiting for the bus.
- (3) Be at the bus stop five minutes prior to a scheduled stop time.
- (4) Cross the roadway several steps in front of the bus.
- (5) Ride only on the assigned bus.
- (6) Board and depart at the assigned bus stop.
- (7) Must scan their RFID Student ID or Bus Pass to enter and exit the bus, upon issuance of RFID Student ID or Bus Pass.
- (8) Act appropriately while waiting for the bus.
- (9) Give your proper name when requested by the bus operator or monitor.
- (10) Remain seated at all times when the bus is moving and properly wear a seat belt, as applicable.
- (11) Remain silent when the dome lights are on.
- (12) Remain silent at railroad crossings.
- (13) Refrain from littering on the bus.
- (14) Refrain from bringing reptiles, bugs, animals, or marine life (dead or alive) on the bus unrelated to school activities.
- (15) Refrain from displaying signs from the bus.
- (16) Refrain from using profane language or gestures.
- (17) Refrain from acts of vandalism.
- (18) Refrain from throwing any objects from the windows of the bus.
- (19) Refrain from any conduct or behavior that interferes with the orderly, safe, and expeditious transportation of yourself or other bus riders.
- (20) Students are permitted to use their electronic device while on GCSD/GCSD-sponsored transportation so long as the student utilizes earbuds, headphones, etc. and has at least one ear free to hear directions.
- (21) Balloons or other items that may cause distractions are not permitted on the school bus.

Recording devices have been installed on buses. Students may be filmed at any time during their ride. The recordings may be utilized to determine violations of the Code. Violations of the aforementioned standards, or any other section of the Code, may be the basis for suspension or expulsion from the bus/school.

Internet Policy: Student Technology Acceptable and Responsible Use Agreement

GCSD is committed to providing a safe, positive, productive, and nurturing educational environment. GCSD believes that all students should have access to technology (e.g., software, Internet, and network access) when they act in a responsible, efficient, courteous, and legal manner.

Educational Purpose

Technology access has been established for educational purposes and will be consistent with the district's curriculum and the Florida Standards. The term "educational purpose" includes age-appropriate academic activities that directly improve upon 21st century skills such as creativity, innovation, critical thinking, problem solving, communication, and collaboration.

Students are expected to follow the rules set forth in the Code and the law in the use of the Internet and network resources.

Students may not use the Internet for commercial purposes. This means they may not offer, provide, or purchase products or services through the Internet at any school using district resources.

Student Internet Access

All students will have district-supervised access to the Internet through the classroom, media center, or computer lab. In accordance with the Children's Internet Protection Act (CIPA) and the Children's Online Privacy Protection Act (COPPA), all GCSD web access is filtered. However, this does not preclude the possibility that inappropriate sites are not blocked.

Students will use GCSD Internet access for educational purposes only and will not access profane or obscene material, advocate illegal acts, or advocate violence or discrimination towards other people. GCSD-issued student accounts are subject to GCSD monitoring.

Responsible Uses

In order to ensure a safe, positive, productive, and nurturing educational environment for all, students are expected to demonstrate responsible technology uses. Students will keep information, such as his/her password, address, phone number, birthday, and other identifiable information private. Sharing personally identifiable information that might compromise a student's GCSD-issued account, even your own, is strictly prohibited. Students are strongly encouraged to report anyone who tries to use technology to hurt or harass other students or staff or anyone who makes him/her feel uncomfortable.

Students will not login to any account other than their own or use GCSD technology to engage in any illegal acts, such as drug sales, purchasing alcohol, engaging in criminal gang activity, threatening the safety of another person, cyber-stalking, or cyberbullying. Any attempts to circumvent GCSD ITS security and network protocols and systems is prohibited. This includes the use of unauthorized executable files. Violations will be subject to the GCSD Code of Student Conduct.

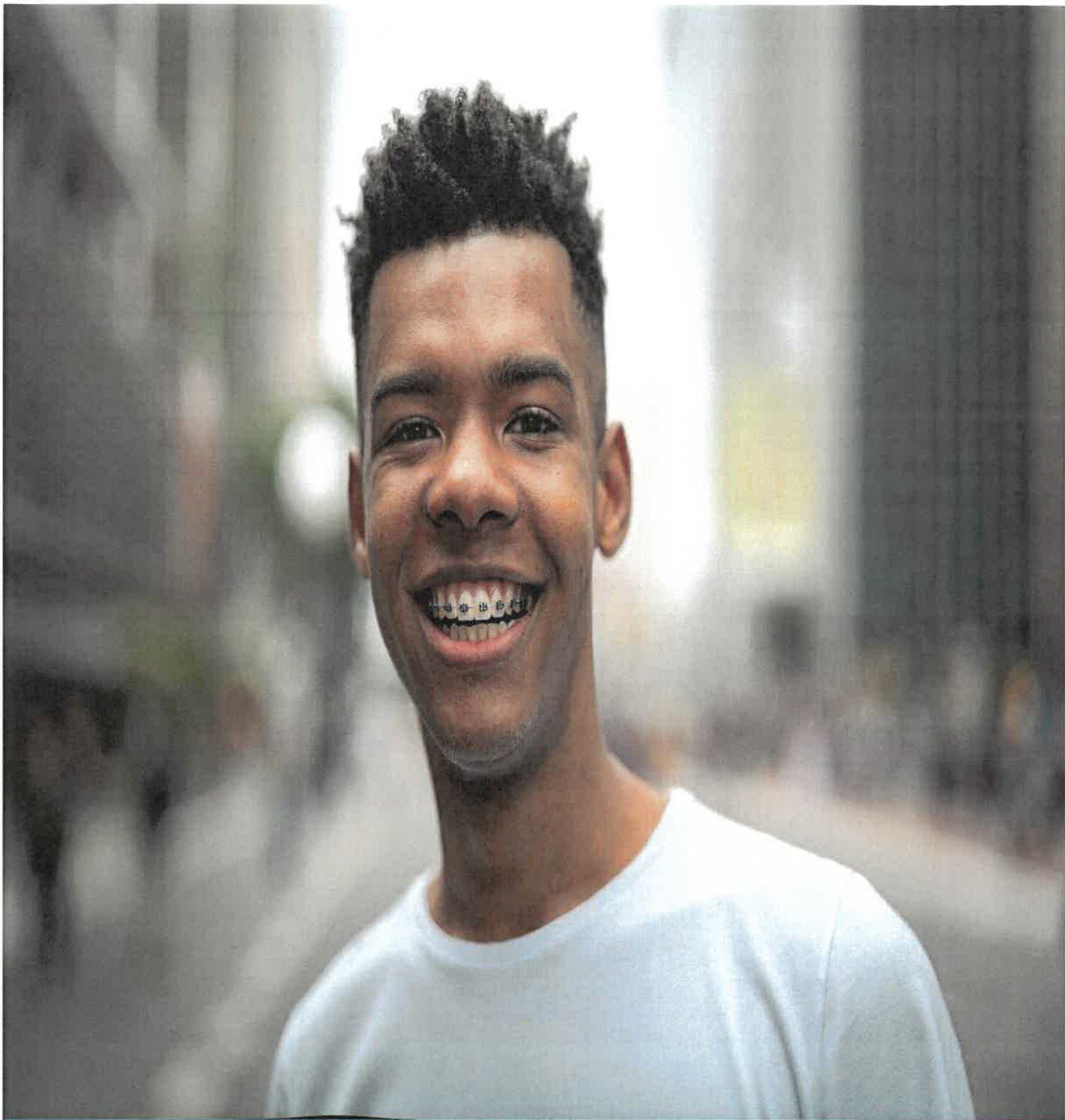
Inappropriate Language

Students will treat others with respect by using appropriate language and offer constructive criticism if appropriate. Students will not use inappropriate language, harass others, knowingly or recklessly communicate false or defamatory information about a person or organization, share privately sent messages without permission of the person who sent it, share private information about another person, or participate in sexting.

System Security

All students will allow any teacher, administrator, or GCSD ITS staff to review their work and activities created on a school device or GCSD network at any time. Students are required to ask for permission before connecting their personal device to the GCSD network and will make sure any devices used on the GCSD network are approved by the district. GCSD ITS and school personnel do not require student permission to access district owned accounts or devices.

Students will not use technology to gain access to student grades or private student records, download unauthorized software, apps, extensions, or plug-ins on a school device, intentionally spread computer viruses, or bypass, destruct, disrupt, modify, or abuse GCSD network access. Violations of the policy will result in disciplinary action pursuant to this Code.



SECTION V: ADDITIONAL INFORMATION

Family Educational Rights and Privacy Act (FERPA)

Notification of Rights under FERPA for Parents/Guardians/Eligible Students

The [Family Educational Rights and Privacy Act \(FERPA\)](#) affords parents and students who are 18 years of age or older (eligible students) certain rights with respect to your student's education records. These rights are:

1. The right to inspect and review the student's education records within forty-five (45) days of the day the school receives a request for access. Parents/guardians or eligible students who wish to inspect their child's or their education records must submit a written request to the principal that identifies the record(s) the parents/guardians or eligible student wishes to inspect. The principal 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 record that the parent/guardian or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents/guardians or eligible students who wish to ask the school to amend their child's or their education records must write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the school decides not to amend the record as requested, the school will notify the parent/guardian or eligible student of the decision and of their right to a hearing regarding the request for amendment. If, as a result of the hearing, the school still decides not to amend the record, the parent/guardian or eligible student can insert a statement into the record setting forth his or her views regarding the nature of the inaccuracy. The statement must remain with the contested part of the record for as long as the record is maintained. Please note, while the FERPA amendment procedure may be used to challenge facts that are inaccurately recorded, it may not be used to challenge a grade, an opinion, or a substantive decision made by a school about a student. FERPA was intended to require only that schools conform to fair recordkeeping practices and not to override the accepted standards and procedures for making academic assessments, disciplinary rulings, or placement determinations. Additionally, if FERPA's amendment procedures are not applicable to a parent's/guardian's request for amendment of education records, the school is not required under FERPA to hold a hearing on the matter.
3. The right to consent to disclosure 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 district as an administrator, supervisor, instructor, or support staff; the person elected to the school board; or a person or company with whom the district has contracted to perform a specific task. 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. Additionally, personally identifiable information will be released without consent to appropriate officials in emergency situations, to comply with a lawfully issued subpoena and in cases involving compulsory school attendance and child abuse. Further disclosures of personally identifiable information from educational records of a student without obtaining prior written consent of the parents/guardians or the eligible students can be found in 34 C.F.R. Part 99.31. Please note: Per FERPA, disciplinary records are also considered educational records and cannot be disclosed unless one of the above exceptions applies.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of
Education 400 Maryland
Avenue, SW Washington,
DC 20202-4605

Release of Directory Information

The [Family Educational Rights and Privacy Act \(FERPA\)](#), a Federal law, requires that GCSD, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, GCSD may disclose appropriately designated "directory information" without written consent, unless you have advised GCSD to the contrary in accordance with GCSD procedures and [Board Policy, Student Records](#). The form to opt-out of the release of directory information can be obtained from your child's school. Please note, directory information, as permitted by the Board, will only be shared with contracted entities and is pursuant to [Board Policy, Student Records](#).

In accordance with [FERPA](#) and [Board Policy, Student Records](#), the following information, also known as "directory information," can be found in your child's school records and is not confidential:

- Student name;
- Student address;
- Telephone numbers, if listed;
- Name of the most recent previous school or program attended;
- Dates of attendance at schools in the district;
- Participation in officially recognized activities and sports;
- Diplomas, certificates, and honors received;
- Date of graduation; and
- Date and place of birth.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks.

Military recruiters may also request the name, addresses, and telephone listings of students pursuant to federal law. Local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA), must provide the requested information to the military recruiters, unless parents/guardians have advised the LEA that they do not want their student's information disclosed without their prior written consent. [Note: These laws are [Section 9528 of the ESEA \(20 U.S.C. § 7908\)](#) and [10 U.S.C. § 503\(c\)](#), and [Section 1003.451, Florida Statutes](#).]

In addition, the names and directory information pertaining to children of active or former law enforcement officers, investigative personnel of the Department of Health and Rehabilitative Services, firefighters, justices and judges, and other officials, as outlined in [Section 119.07, Florida Statutes](#), are exempt from disclosure. If such a parent/guardian makes a written request to the school that information not be released by the school without parent/guardian consent, the school shall not release such information.

Release of Educational Records to Other Educational Agencies

FERPA permits disclosure of educational records to other educational agencies or institutions in accordance with [34 C.F.R. § 99.34](#). GCSD may disclose educational records (e.g. academic, disciplinary, Title IX, etc.) to other educational agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer. The parent/guardian may request a copy of the record that was disclosed, and/or the parent/guardian may request a hearing as outlined in this Section. In addition, pursuant to [Section 1003.25, Florida Statutes](#), educational records transferred to another educational agency shall include: verified reports of serious or recurrent behavior patterns, including threat management evaluations and intervention services; and psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by GCSD, as appropriate.

Procedures for Felony Suspension/Felony Expulsion

[Section 1006.09\(2\), Florida Statutes](#), allows the principal to suspend a student enrolled at his/her school who has been formally charged with a felony or similar offense by a prosecuting attorney and the incident for which he/she has been charged occurred off of Board property, and under circumstances in which the student would not already be subject to the rules and regulations of GCSD, and the incident would have an adverse impact on the educational program, discipline or welfare in the school in which the student is enrolled.

FELONY SUSPENSION PROCEDURES	
Step 1:	Determine that the student has been formally charged with a felony (or has been charged with an offense in juvenile court which, if the student were an adult, would be classified as a felony) by notifying an Area Director (Elementary, Secondary, Student Services) who will contact the Office of Legal Services for confirmation, if needed.
Step 2:	If the student attempts to return to school, the principal must decide whether the student's return would have an adverse impact on the school. The principal should consider the possibility of harm to the accused student or to others created by the presence of the accused student in the school. Felony suspension should be used only when the principal identifies and documents a definite adverse impact on other students or on the accused student. In determining "adverse impact", the principal should consider the nature of the alleged offense (e.g., a student charged with rape, robbery, murder, etc.). The principal should also consider the publicity of the offense or any other circumstances which might increase the possibility that the student's presence would pose a threat to the students and staff and substantially disrupt the school. The principal should also consider whether the student's continued attendance would pose a threat to the student charged with the felony.
Step 3:	The principal must contact the Area Director (Elementary, Secondary, Student Services) to schedule the hearing within ten (10) schools' days of receiving the notice of the felony charges against the student. A hearing is conducted by the principal/designee and Area Director (Elementary, Secondary, Student Services) in every felony suspension procedure. It is not necessary for the parent/guardian to request a hearing.
Step 4:	If a felony suspension related to the documented adverse impact is imposed, the parent/guardian must be notified in writing of the following: (1) Recommendation for suspension until the determination of student's guilt or innocence, or dismissal of charges. (2) Specific charges against a student. (3) The date and time of a hearing with the Area Director (Elementary, Secondary, Student Services). (4) Pending the hearing, the student is temporarily suspended. (5) If the hearing results in a felony suspension, the student will need to be temporarily placed at an alternative education site until the outcome of the felony charge has been determined. (6) Conditions under which a waiver of felony suspension may be granted in the case of unlawful use of an illegal controlled substance as provided in Section 1006.09(2)(b), Florida Statutes: a. If there is not an adverse impact on the school. b. If the student divulges information leading to the arrest and conviction of the person who supplied the controlled substance to him. c. If the student voluntarily discloses his/her unlawful possession of such controlled substances prior to his/her arrest. d. If the student commits himself/herself, or is referred by the court in lieu of sentence, to a state- licensed substance abuse program and successfully completes the program.
Step 5:	The hearing will be conducted by the Area Director (Elementary, Secondary, Student Services) and must be attended by the principal/designee, the student, the parent/guardian, and the student's representative or counsel, if applicable. The student may speak to 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. The person conducting the hearing is not bound by courtroom procedure or testimony and no transcript of the testimony shall be required. The purpose of the hearing is not to determine the student's guilt or innocence of the felony. The purpose of the hearing is to determine whether knowledge of the offense with which the student has been charged would have an adverse impact on the educational program, discipline, or welfare of the school.

FELONY SUSPENSION PROCEDURES	
Step 6:	Following the hearing, the Area Director (Elementary, Secondary, Student Services) will provide the student and parent/guardian with a decision in writing as to whether or not the felony suspension will be made. In arriving at a decision, the Area Director (Elementary, Secondary, Student Services) will consider conditions under which a waiver may be granted and may grant a waiver when he/she determines such actions to be in the best interest of the school and student. The letter should also instruct the parent/guardian and student to provide documentation to the principal of the satisfactory resolution of the charges. The Area Director (Elementary, Secondary, Student Services) has the authority to modify the decision to either grant or deny a waiver at any time prior to adjudication by a court. However, any modification that is adverse to the student shall be made only following a hearing conducted in accordance with the procedure described.
Step 7:	If the decision by the district is to impose the felony suspension, an Area Director (Elementary, Secondary, Student Services) will make arrangements to place the student in an alternative education setting.
Step 8:	If the charges are dropped (nolle prosequi) or the student is adjudicated not guilty or not delinquent by the court, the student may return to their zoned school upon presenting documentation of the court's decision.
FELONY EXPULSION	
Step 9:	If the court determines that the student did commit the felony or delinquent act which would have been a felony if committed by an adult, the Area Director (Elementary, Secondary, Student Services) may provide a recommendation for expulsion to the Asst. Superintendent of Support Services and Superintendent. The Superintendent shall review the recommendation and shall have the authority to recommend to the Board that the student be expelled for one (1) year from the date of the adjudication, provided that the expulsion does not affect the delivery of educational services to the student in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting.
Notice: Section 1006.09, Florida Statutes, prohibits any student who commits, and is adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or nolo contendere, of any kind of the felony offenses specified by Section 1006.13, Florida Statutes, (homicide, assault-battery-culpable negligence, kidnapping-luring or enticing-false imprisonment-custody offense, sexual battery, lewdness-indecent exposure, abuse, robbery, sudden snatching, carjacking, home invasion robbery) against another student from attending school with, or riding the same school bus as, the victim or any sibling of the victim, or if a "no contact" order is issued by the court and notification is reported by the Department of Juvenile Justice to GCSD.	

Procedures for Appealing Disciplinary Actions – A parent/guardian wishing to appeal a disciplinary action for a Level I, II, or III offense may appeal with written documentation to the principal/designee within three (3) school days of being notified of the infraction and the parent/guardian has met with the Principal/Designee if a satisfactory resolution cannot be obtained, the parent/guardian may appeal to the appropriate Asst. al Superintendent. This appeal is a review of documentation and does not involve a formal hearing.

District Level Appeal for Disciplinary Cases to include but not limited to Bullying Cases and Level I, II, III Actions - The district level review will be completed by the Asst. Superintendent of Student or Designee – If a satisfactory resolution between the parent/guardian and Asst. Superintendent cannot be obtained. The Office of the Assistant Superintendent for Support Services/District Designee will make the final decision and the consequences will be administered by the Office of the Assistant Superintendent for Support Services/District Designee.

Procedures for Appealing Placement at an Alternative Education Center or Discipline Actions – A parent and guardian wishing to appeal the recommendation of placement of their child at an Alternative Education Center is entitled to an administrative review of any action by school personnel relating to such placement Pursuant to the provisions of Florida Statute Chapter 120.

- The discipline/administrative transfer of a student to the alternative center should take place on or before the tenth (10th) day of suspension. **However, if the parent/guardian indicates on the Parent Conference Checklist that they would like a review of the principal's decision, the school shall, within 24 hours, forward the student's Alternative School admission packet to the appropriate Asst. Superintendent for Level III offenses or to the Office of the Assistant Superintendent for Support Services for Level IV offenses. (The appeal process is for the student's behavior/infraction and not the alternative assignment)** The review/appeal process does not postpone the pending disciplinary action unless a written agreement can be established between the parent/guardian and the principal that the child should remain suspended until resolution of the appeal. No student should remain suspended for more than seven (10) days without a due process hearing or administrative placement.
- If a satisfactory resolution between the parent/guardian and school administrator cannot be obtained, the parent/guardian may request a review by the Asst. Superintendent. This review may include all level infractions/disciplinary action appeals. This is a review of documentation only and does not involve a formal hearing. The Asst. Superintendent review will result in a written

response within three (3) working days.

***Note for the level 1 and 2 infractions this is the final appeal and the Asst. Superintendent's decision is final.**

- Following the review of the Principal's decision by the Asst. Superintendent or his/her designee, upon request, a parent/guardian may have an administrative review. The Office of the Assistant Superintendent for Support Services will have this responsibility. The Office of the Assistant Superintendent for Support Services will issue a final order upon the completion of the administrative review.

Procedures for Early Re-entry of Students Assigned to an Alternative Placement in Lieu of Expulsion

A student may qualify for an early re-entry to the student's zoned school or other school deemed appropriate by GCSD, following the Superintendent or Designee's action to place a student at an alternative school in lieu of expulsion. This section details the procedures for early re-entry, including what will be required of the student, parent/guardian, and/or school. Any student who qualifies for early re-entry must have a re-entry plan. Failure to abide by the re-entry plan may result in the student returning to the alternative placement and/or further disciplinary action, as appropriate.

A re-entry plan requires a commitment from the student and parent/guardian to cooperate with school officials to reasonably ensure that the behavior that led to the original alternative placement does not recur.

The determination to allow a student early re-entry solely rests with the Superintendent or Designee. A student will only be considered for early re-entry if the Superintendent or Designee finds reasonable probability that the student will behave in a respectful manner upon re-entry, abide by this Code, and does not pose a threat to the school, other students, GCSD staff, contracted vendors, or volunteers. Students who have committed acts of violence or made concerning threats to an individual or school may not be eligible for an early re-entry consideration.

This section only applies to students assigned to an alternative placement in lieu of expulsion; for students who were fully excluded without continuing educational services, please see "Early Re-Entry for Fully Expelled Students," located within this Section of the Code.

EARLY RE-ENTRY PROCEDURES	
Step 1:	A written request for early re-entry may be made by the parent/guardian, student, or GCSD personnel at the midpoint of the alternative placement. Once the request is received, GCSD will review the documentation required within this section, the initial offense resulting in the alternative placement, victim impact (if applicable), and other records relating to the student to determine the probability of success for early re-entry.
Step 2:	The following documents are required to determine eligibility for an early re-entry plan: 1. Documentation of counseling relating to the offense. 2. Minimum of 2.0 GPA (secondary), a C average (grades 3-5) or satisfactory (grades K-2) for current course work. 3. Consistent attendance and no disciplinary behaviors at the alternative placement site. 4. Other documentation required by GCSD that relates to the specific student and the offense committed, which resulted in the alternative placement; and 5. An acknowledgment from the parents/guardians that they understand and accept the conditions outlined in the re-entry plan.
Step 3:	The Superintendent's designee will consider the request for early re-entry. An early re-entry meeting will be held if the Superintendent's designee finds the requirements contained within this section have been met and the Superintendent's designee finds there is a reasonable probability the student will abide by this Code, which includes, but not limited to, behaving in a respectful manner upon re-entry, and not posing a threat to the school, other students, GCSD staff, contracted vendors, or volunteers. The early re-entry meeting will include the following participants to develop an early re-entry plan: Asst. Superintendent of Support Services, Area Director (Elementary, Secondary, Student Services), alternative placement site principal/designee, school principal/designee recommended for re-entry, parent/guardian, and student. Other GCSD staff may be invited depending on the specific offense and student; in addition, the parent/guardian may bring another adult of the parent/guardian's choice.
Step 4:	The re-entry plan will be submitted to the Superintendent or designee for final approval before the student is permitted to return to the student's zoned school or other school as deemed appropriate by GCSD. If approved, the Asst. Superintendent of Support Services will notify the parent/guardian.

Procedures for Early Re-entry for Students that Receive a Full Exclusion Without Continuing Educational Services

A student may qualify for early re-entry to an alternative placement school, following the Board's action to fully expel the student without continuing educational services. This section details the procedures for early re-entry, including what will be required of the student, parent/guardian, and/or school. Any student who qualifies for early re-entry must have a re-entry plan. Failure to abide by the re-entry plan may result in the full exclusion without continuing educational services being reinstated and the student being removed from the alternative placement school.

A re-entry plan requires a commitment on the part of the student and parent/guardian to cooperate with school officials to reasonably assure the behavior which led to the original expulsion will not recur.

The determination to allow a student early re-entry must be recommended by the Superintendent to the Board. The expulsion from the student's record cannot be removed or modified; however, the Board, with the recommendation of the Superintendent, may determine that the student can return to an alternative placement school to receive educational services.

This section only applies to students who receive a full exclusion without continuing educational services; for students who were assigned to an alternative placement in lieu of expulsion, please see "Procedures for Early Re-Entry of Students Assigned to Alternative Placement in Lieu of Expulsion," located within this Section of the Code.

Early re-entry plans are to be developed when appropriate, following the procedures described below.

EARLY RE-ENTRY PROCEDURES	
Step 1:	A written request for an early re-entry plan may be made at the midpoint of the expulsion to the applicable Area Director (Elementary, Secondary, Student Services). Once the request is received, GCSD will review the documentation required within this section, the initial offense resulting in the full exclusion, victim impact (if applicable), and other records relating to the student to determine the probability of success of an early re-entry.
Step 2:	The following documents are required to determine eligibility for an early re-entry plan: 1. Documentation of third-party counseling relating to the offense. 2. Positive community service. 3. Minimum of 2.0 GPA for current course work. 4. Consistent attendance and no disciplinary behaviors at the student's current school of enrollment. 5. Review from GCSD Department of Student Services as to the student's well-being. 6. Other documentation required by GCSD that relates to the specific student and the offense committed, which resulted in the full exclusion; and 7. An acknowledgment from the parents/guardians that they understand and accept the conditions outlined in the re-entry plan.
Step 3:	After review of this information, the Superintendent's designee will consider the request for early re-entry. If the Superintendent's designee finds that all criteria have been met, and agrees that an early re-entry would be in the best interest of the student and of the school system, a meeting will be held with the Superintendent's designee, Area Director (Elementary, Secondary, Student Services), alternative placement site principal/designee, parent/guardian, and student to develop a written early re-entry plan. The parent may also bring another adult of the parent/guardian's choice to the meeting. The early re-entry plan must detail the conditions for the student to attend the alternative placement school.
Step 4:	Following completion of the re-entry plan, which is acceptable to the school administrator who will be responsible for supervising the student, the plan shall be submitted to the Superintendent.
Step 5:	If the Superintendent approves the student's early re-entry, the Superintendent shall submit the recommendation to the Board for consideration and final approval. The parent/guardian will be notified of the action taken by the Board.



EXTRACURRICULAR ACTIVITIES

Students and Student Athletes will exhibit satisfactory conduct in order to retain eligibility to participate in extracurricular activities in the Gadsden County School District. Students attending an Alternative School cannot participate in extracurricular activities unless approved by the Superintendent. Participation in extracurricular/co-curricular activities is a privilege extended to GCSD students, but participation is not a student right. In order to participate in extracurricular/co-curricular activities or athletic programs, students must adhere to Board policies, school and District participation criteria, and applicable law. A student may not be eligible to participate in extracurricular/co-curricular activities for disciplinary offenses and may have participation privileges revoked. It is important for students to understand that the behavioral expectations placed upon students by the school can extend beyond the classroom and school campus (e.g., social media); therefore, off-campus behavior may also impact a student's participation in extracurricular/co-curricular activities. If it is discovered that the student has exhibited behavior that violates Board policies, school and District participation criteria, and/or applicable laws, even while in the community, the student's participation privileges shall be withheld for ten (10) school days to allow District staff to determine the student's future eligibility to participate. Students that have a pending criminal charge will not be able to participate in extracurricular activities until there is a review by the Superintendent, Asst. Superintendent of Support Services or Designee.

Disciplinary Actions - Extracurricular Activities/Athletics

For In-school Suspension: Students may participate in extracurricular activities during in-school suspension except for the fighting grouped section and when placed as an intervention in discipline chart. (Example: And loss of extracurricular activities)

For Out of School Suspension: Students assigned to Out of School Suspension shall be excluded from participating in all extracurricular activities from the date of the offense until completion of the disciplinary action. For the purpose of continuity suspension shall begin the day the referral is finalized, and the consequences issued by the appropriate administrator.

For Level III, or Level IV Offenses: Students who commit a Level III, or Level IV Offense shall be excluded from participating in all extracurricular activities from the date of the offense until completion of the disciplinary action. Students referred to the Office of the Assistant Superintendent for Support Services are not eligible to participate in athletic or extracurricular events until completion of the hearing and the completion of any consequences issued by the Office of the Assistant Superintendent for Support Services from the date of the offense until completion of the disciplinary action.

Alcohol and/Drug Offenses: In addition to the actions listed above, a student who commits an Alcohol and/or Drug offense must be referred to the Substance Use Prevention Counseling Education Program and shall not participate in any extracurricular activities during the term of the disciplinary action.

Students entering Gadsden County School District from another school district or charter school must complete any disciplinary actions from the previous school district before the student is eligible to participate in any interscholastic or intrascholastic school activity within Gadsden County School District.

Special Note: Athletic Policies

1. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including ss. 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
2. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in s. 1006.15(3)(h) F.S.
3. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation pursuant to s. 1006.20(2)(b) F.S.

The following includes a list of examples, such as, but not limited to, which may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities:

- School attendance policy that may prevent a student from participating.
- Alcohol/drug related behavior
- School/classroom discipline issues
- Social Media issues
- Bullying/Cyberbullying
- Homicide
- Sportsmanship
- Dress Code Policy

Limit of Eligibility

- High School Age Limit - A student who reaches the age of 19 prior to July 1st, shall become permanently ineligible.
- Middle School Age Limit - A student who reaches the age of 15 prior to July 1st, shall become permanently ineligible.
- Physical Evaluation (EL2) and Consent and Release from Liability Certificate (EL3)
- Any other district policy which would remove or prevent a student from participating in extracurricular activities
- Verification of Health Insurance
- Birth Certificate
- Media Release
- Sportsmanship Contract
- NFHS concussion, heat & hydration and sudden cardiac arrest courses

Middle School Eligibility

Academic Requirements: A student will become academically eligible upon his or her promotion to the 6th grade. Thereafter the student must maintain a 2.0 grade point average (GPA) for each grading period. A student must not have more than one failing grade to remain eligible for athletics. (Two or more F's with or without a 2.0, the student is not eligible to participate in sports).

1. For 7th and 8th grade students, their eligibility is based on the entire previous school years' cumulative average. The final grades for each class are what are to be used to determine GPA a student must not have more than 1 failing grade. (An F is considered a failing grade).
2. The report card will determine eligibility at the end of the 1st, 2nd, and 3rd nine-week grading periods. (Eligibility will be determined the day report cards are issued to all students in the district.) The student will become eligible or ineligible on the day that report cards are issued. Grade recovery will not affect the student's eligibility until the day report cards are issued for the next nine-week period. (See Middle School Bylaws).
3. Any rules or regulations not addressed in the middle school constitution, we defer to the FHSAA by-laws.
4. Athletes have 3 years of eligibility from the time they enter 6th grade, whether they do or do not participate in athletics during any of those years. The student must be approved by the principal to represent his/her school for each athletic contest. It is the right of the principal to deny such participation.

High School Eligibility

Academic Requirements: 2.0 GPA Required for Academic Eligibility

A high school student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent, at the conclusion of each semester to be academically eligible during the next semester (s. 1006.15(3)(a)1, Florida Statutes). Final grades previously earned by the student from another school shall not be converted using the scale in Calculating GPA. The grades from all courses required for graduation that a student takes, including those taken by the student before he/she begins high school, must be included in the calculation of the student's cumulative GPA at the conclusion of each semester. For public school students, this includes the courses listed in s. 1003.4282, F.S.

Academic Eligibility/Ineligibility is for a semester. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2. The student's academic eligibility for each successive semester will depend upon his/her cumulative GPA at the conclusion of the previous semester. 9.4.1.3 Attendance during previous two consecutive semesters required. A student cannot be academically eligible if he/she has not attended school and received grades for all courses taken during the previous two consecutive semesters. (See FHSAA Bylaws)

(Eligibility will be determined the day report cards are issued to all students in the district.)

All District High Schools shall be members of the Florida High School Athletic Association, Inc., (FHSAA) and shall be governed by the rules and regulations adopted by FHSAA. Students who participate in athletics shall meet eligibility requirements by FHSAA and the school board.

9.5.1 High School Student Has Eight Semesters of Eligibility. A student is limited to eight consecutive semesters of eligibility beginning with the semester he/she begins ninth grade for the first time. This does not imply that the student has eight semesters of participation. After eight consecutive semesters, the student is permanently ineligible.

9.5.3 Student Whose Limit of Eligibility Expires During Sports Season. A student whose eight-semester limit of eligibility expires during the season of a sport in which the student is participating may complete the season if the student continues to meet all other eligibility requirements. The student, however, will not be permitted to participate in any other sport that begins after his/her limit of eligibility has expired.

9.5.1.3 Exception. A student who begins the school year at a FHSAA member school, after completing the full school year in their former country coinciding with the end of the first semester of the FHSAA member school's previous academic year, will not have their limit of eligibility impacted by the missed semester.

Special Note: Athletic Student Transfer Eligibility

Please refer to HB 225 for Transfer regulations and participation in athletics. Per FHSAA Bylaw 9.3.3.2, the EL6 is required for any student who transfers or changes schools during the school year or over the summer period between school years.

Transfer Regulations before Participating in Athletics transfer student who has not participated in school-sponsored activities on or after the official start date of that sport season may seek to immediately join a team, provided the roster has not reached the identified maximum size and the coach determines that the student has the requisite skill and ability to participate.

EL 6 Notice of Transfer Form By submitting this form to the previous school, the member school is performing its due diligence in determining the eligibility of this student under the provisions of FHSAA Bylaws 9.3.3, 9.3.4 and 9.3.5. The student must meet all other eligibility requirements to maintain eligibility. The school/student must complete a GA4 Affidavit of Compliance with Policy on Recruiting. A student who is ineligible at the time of his/her transfer or change of school may not regain eligibility through the use of this form.

The FHSAA allows for some exemptions for students not attending a FHSAA member school participation in high School athletics. These include students who are Home Schooled, those attending Charter Schools, Private Schools, or other Non-Traditional schools, or are full-time students through FLVS or VOL. Please see the individual sections below.

As used in this section and s. [1006.20](#), the term "eligible to participate" includes, but is not limited to, a student participating in tryouts, off-season conditioning, summer workouts, preseason conditioning, in-season practice, or contests. The term does not mean that a student must be placed on any specific team for interscholastic or intrascholastic extracurricular activities.

***** ANY AND ALL STUDENTS MUST REGISTER IN "Home Campus" TO COMPLETE THE REMAINDER OF THIER ATHLETIC PAPERWORK THAT IS REQUIRED BY ALL ATHLETES. All paperwork and registration in home campus must be completed before a student-athlete can participate.**

According to FHSAA By-law 9.2, students not attending their zoned high school are afforded the opportunity to participate in the athletic program at their zoned schools provided certain requirements are met.

- 1) Meet all other FHSAA eligibility requirements that zoned students must meet academic, behavioral, residency, age, attendance, or additional eligibility requirements set forth by the FHSAA.
- 2) Register intent to participate in Interscholastic Athletics prior to participation in a sport and prior to the first official day of practice for said sport according to the FHSAA calendar.
- 3) Completion of appropriate FHSAA eligibility form.

EL 7 - Home School Students

EL12 - FHSAA Non-Member School Students

EL 14 - Charter School/Alternative School/Special School

GA 4 - ALL Home Ed/Non-Member/Charter/Alternative/Special

For those needing to complete the EL 12

The first page is for the parents of the students to complete and sign. Signatures must be done in the presence of a notary. Gadsden County School District does have a notary on who can assist you if necessary. The second page must be taken to your current school and completed by the principal or designated appointee. The third page **must** be verified by the Athletic Director, signed and dated by Athletic Director and a School Administrator. **All pages must be returned** to the Administrative Office at their participating school to complete the eligibility check. Please note a complete transcript including dates, names of courses, provider and grade received in course must include Grade 8 through current year in addition to the appropriate FHSAA forms. Please contact a school administrator to schedule an appointment to meet with the Athletic Director to process your forms. Please note it may take several days or more to receive an eligibility ruling.

Please note the Athletic Director cannot rule on your final eligibility until all forms and questions have been answered and we have submitted your paperwork to the FHSAA. You will not be eligible to participate or compete in interscholastic competition until an eligibility ruling is finalized.

For those needing to complete the EL 14

This is a one page form that needs completed by both the parent and the school district. The top portion of the form must be completed by the parent or legal guardian. Section B must be completed by the GCSD District Family and Community Engagement Office.



GCSD Non-Discrimination Statement

The Gadsden County School District does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, or any other reason prohibited by law. The School Board also provides equal access to the Boy Scouts and other designated youth groups. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. The following persons have been designated to handle inquiries regarding the nondiscrimination policies, reports of alleged violations, concerns about compliance, and/or the grievance procedure(s), etc.: