AGENDA

REGULAR SCHOOL BOARD MEETING

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

July 22, 2025

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

- 1. CALL TO ORDER
- 2. OPENING PRAYER
- 3. PLEDGE OF ALLEGIANCE
- 4. RECOGNITIONS
- 5. CITIZEN COMMENTS AND CONCERNS

ITEMS FOR CONSENT

- 6. REVIEW OF MINUTES SEE ATTACHMENT
 - a. June 17, 2025, 9:00 a.m. School Board Retreat
 - b. June 24, 2025, 4:30 p.m. School Board Financial Workshop
 - c. June 24, 2025, 6:00 p.m. Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

- 7. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)
 - a. Personnel 2024–2025 **SEE PAGE #4**

ACTION REQUESTED: The Superintendent recommends approval.

b. Personnel 2025 – 2026 – **SEE PAGE #6**

ACTION REQUESTED: The Superintendent recommends approval.

- 8. AGREEMENTS/CONTRACT/PROJECT APPLICATIONS
 - a. 2025 26 Insurance Increase **SEE PAGE #8**

Fund Source: General Fund

Amount: See Rate Sheet

ACTION REQUESTED: The Superintendent recommends approval.

b. Contract for Consulting Services – SEE PAGE #15

Fund Source: General Fund

Amount: Not to Exceed \$75,000

ACTION REQUESTED: The Superintendent recommends approval.

c. Memorandum of Understanding (North Florida Medical Centers, Inc.) - SEE PAGE #20

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

d. Contractual Agreement Between More Ability Therapy Services, LLC and the School Board Of Gadsden County - **SEE PAGE #24**

Fund Source: FEFP Dollars

Amount: \$60.00 per hour (for actual hours worked) Occupational Therapy

\$45.00 per hour (for actual hours worked) Occupational Therapy Assistant

ACTION REQUESTED: The Superintendent recommends approval.

e. Contractual Agreement Between Speech and Dysphagia Consulting Group, LLC and the School Board of Gadsden County - **SEE PAGE #35**

Fund Source: FEFP Dollars

Amount: \$60.00 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.

f. Contractual Agreement Between Independent Contractor Leslie Peterson, MS CCC SLP and the School Board of Gadsden County – **SEE PAGE #46**

Fund Source: FEFP Dollars Amount: \$60.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

g. Memorandum of Understanding Between The Pregnancy Center of Gadsden County, LLC and the School Board of Gadsden County – **SEE PAGE #54**

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

h. Request for Approval Fiber Repair - SEE PAGE #61

Fund Source: ERATE-USAC

Amount: \$31,328.00 ERATE PORTION: \$31,328.00 District Portion: \$0

ACTION REQUESTED: The Superintendent recommends approval.

i. Enterprise Fleet Management - SEE PAGE #63

Fund Source: Capital Outlay Amount: \$212,936.02.

ACTION REQUESTED: The Superintendent recommends approval.

j. Purchase of (4) MIS Security Weapons Detection Systems – SEE PAGE #72

Fund Source: General Fund/School Safety

Amount: \$3,200/month for (4) Weapon Detection Units (48 month lease to own)

ACTION REQUESTED: The Superintendent recommends approval.

9. SCHOOL FACILITY/PROPERTY

a. Purchase Order Request for Jenkins HVAC - SEE PAGE #74

Fund Source: General Fund Amount: \$34,500.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Purchase Order Request for PPM Sports Turf for Pest and Weed Control Services for Athletic Fields – District Wide – **SEE PAGE #77**

Fund Source: GCHS - 1100E 7900 3500 0051 3100

WGMS - 1100E 7900 3500-0052-31000 HMS - 1100E 7900 3500 0091 31000

Amount: GCHS - \$16,266.25

WGMS - \$13,477.75 HMS - \$2,816.00

ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATIONAL ITEMS

a. Advocacy Committee Representative and Advocacy Committee Alternate – SEE PAGE #81

ACTION REQUETED: The Superintendent recommends approval.

b. GCHS Football Team Out-of-State Field Trips – SEE PAGE #82

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

c. Approval of the 2025 – 2026 Student Code of Conduct – SEE PAGE #92

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

- 11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 12. SCHOOL BOARD REQUESTS AND CONCERNS
- 13. 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

July 22, 2025

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 7A Instructional and Non-Instructional Personnel 2024-2025 Item 7B Instructional and Non-Instructional Personnel 2025-2026

The following reflects the total number of full-time employees in this school district for the 2025-2026 school term, as of July 22, 2025.

	DOE	#Employees
Description Per DOE Classification	Object#	July 2025
Classroom Teachers and Other Certified	120 & 130	257.00
Administrators	110	57.00
Non-Instructional	150, 160, & 170	349.00
		663.00
Part Time Instructional Part Time Non-Instructional Total		3.00 4.00 7.00
100% Grant Funded Split Grant Funded Total Grant Funded of 663 Employees		$ \begin{array}{r} 178.00 \\ \hline 22.00 \\ \hline 200.00 \end{array} $

Sincerely,

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 7A INSTRUCTIONAL AND NON-INSTRUCTIONAL 2024/2025

INSTRUCTIONAL

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

NON INSTRUCTIONAL

Name Location Position Effective Date

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

LEAVE

Name	Location/Position	Beginning Date	End Date
RESIGNATION		- ···	
<u>Name</u>	Location	Position	Effective Date
Davis, Allysun*	GEMS	Principal	06/30/2025
Jeffery, Olivia	SSES	Teacher	05/30/2025
Lewis, Pierre*	GCHS	Teacher	06/30/2025
Mills, James*	GBES	Assistant Principal	06/30/2025
Murphy, Sallie*	GBES	Teacher	06/30/2025

Teacher

06/30/2025

^{*}Resigned to accept another position within the District

<u>TRANSFERS</u>	Location/Position	Location/Position

HMS

Name Transferring From Transferring To Effective Date

RETIREMENT

Ulysses, Alexis

Name Location Position Effective Date

TERMINATION

Name Location Position Effective Date

AGENDA ITEM 7B INSTRUCTIONAL AND NON-INSTRUCTIONAL 2025/2026

DISTRICT ADMINISTRATION

Young, Deborah**

Business and Finance

Budget Manager

SCHOOL LEVEL ADMINISTRATION

Wiggins, Cleanita

INSTRUCTIONAL- ANNUAL (AC)

Austin, Jodiann
Jeruto, Kibor
Joseph, Sandra
Mattis, Timuna
McLean Dwyer, Lisa
Ross-Thomas, Martha**

NON-INSTRUCTIONAL- ANNUAL (NA)

Custodian

Smith, Edrick

Custodial Assistant

Darby, Jeffery

**Correction of June 24, 2025, Board Meeting

AGENDA ITEM 7B INSTRUCTIONAL AND NON-INSTRUCTIONAL 2025/2026

INS	TRU	CT	ON	AL.

Name	Location	Position	Effective Date

NON	INSTRUCTIONAL

Name	Location	Position	Effective Date
Austin, Jimmie	GWM	School Food Service Worker	08/07/2025
Ball, Bernard	GCHS	Principal	07/01/2025
Davis, Allysun	District/Academic Services	Director of Elementary Education	07/01/2025
Jones, Heather	GWM	Educational Paraprofessional	08/01/2025
Lewis, Pierre	JASMS	Assistant Principal	07/07/2025
Mills, James	GBES	Principal	07/01/2025
Moody, Cheryl	WGMS	Principal	07/01/2025
Murphy, Sallie	CES	Assistant Principal	07/07/2025
Rittman, Brenda	GBES	Assistant Principal	07/07/2025
Robinson, Shanterria	GWM	Assistant Principal	07/07/2025
Scott, Tawanda	WGMS	Assistant Principal	07/07/2025
Shaw, Ahmiyah	HMS	Secretary	07/14/2025

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT: $\underline{\mathsf{LEAVE}}$

Name	Location/Position	Beginning Date	End Date

RESIGNATION

RESIGNATION			
Name	Location	Position	Effective Date
Clark, Elisha	Transportation	Bus Attendant	07/08/2025
Eason, Diane	GWM	Educational Paraprofessional	07/31/2025
Curry, Andreka	GCHS	Secretary	07/31/2025
Dawkins, Tamara	CPA	Teacher	07/03/2025
Dix, Dante	GWM	Teacher	07/07/2025
Dunlap, Alesha	GCHS	Teacher	07/31/2025
Gaines, Sherron	District/Academic Services	Program Specialist	07/10/2025
Green, Andrea	HMS	Educational Paraprofessional	07/31/2025
Hill, Kennedy	District/Exceptional Student Ed	School Social Worker	07/07/2025
James, Pearlean	JASMS	Teacher	07/01/2025
Jordan, Erica	District/Academic Services	Math Specialist	07/03/2025
Shields, Erin	GCHS	Teacher	07/16/2025

Location/Position	Location/Position	
Transferring From	Transferring To	Effective Date
HMS/Teacher	WGMS/Teacher	08/01/2025
HMS/Ed Paraprofessional	SSES/Ed Paraprofessional	08/01/2025
SSES/Ed Paraprofessional	JASMS/Ed Paraprofessional	08/01/2025
WGMS/Custodial Assistant	GCHS/Custodial Assistant	07/14/2025
GCHS/Teacher	CPA-GCA/Teacher	08/01/2025
WGMS/Teacher	SSES/Teacher	08/01/2025
Quincy Area 3s/Teacher	CES/Teacher	08/01/2025
GCHS/Custodian	SSES/Custodial Assistant	07/14/2025
GWM/Teacher	CES/Teacher	08/01/2025
HMS/Teacher	Quincy Area 3s/Teacher	08/01/2025
WGMS/Assistant Principal	HMS/Assistant Principal	07/07/2025
	Transferring From HMS/Teacher HMS/Ed Paraprofessional SSES/Ed Paraprofessional WGMS/Custodial Assistant GCHS/Teacher WGMS/Teacher Quincy Area 3s/Teacher GCHS/Custodian GWM/Teacher HMS/Teacher	Transferring From HMS/Teacher HMS/Ed Paraprofessional SSES/Ed Paraprofessional WGMS/Custodial Assistant GCHS/Teacher UGMS/Teacher WGMS/Teacher CPA-GCA/Teacher WGMS/Teacher CPS/Teacher CES/Teacher GCHS/Custodial Assistant CES/Teacher Quincy Area 3s/Teacher GCHS/Custodial Assistant CES/Teacher GCHS/Custodian GWM/Teacher CES/Teacher CES/Teacher CES/Teacher Quincy Area 3s/Teacher Quincy Area 3s/Teacher

DROP RETIREMENT

Name	Location	Position	Effective Date
Davis, Latheria	GEMS	Teacher	07/30/2025
Williams, Sharon	GCHS	Custodial Assistant	07/31/2025

DEATH

Name	Location	Position_	Effective Date
Thomas, Tatia	GTC	Job Development Counselor	07/03/2025

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO	O: <u>8a</u>
DATE OF SCHOOL	L BOARD MEETING: 7/22/2025
TITLE OF AGEND	A ITEM: 2025-26 Insurance Increase
DIVISION:	Business & Finance
This is a CO	ONTINUATION of a current project, grant, etc.
PURPOSE AND SU (Type and Double S	JMMARY OF ITEM: Space)
The health in	nsurance increase for CHP is 7.4%. The recommendation from the Finance
Department was ma	ade to the Insurance Committee on Monday, July 14, 2025. Options for
consideration are at	tached.
There are no	increases to the rate for vision and life insurance. Those will remain the
same through 10/1/2	2026.
There is an i	ncrease in dental coverage. The recommendation is for the Board to keep
providing free denta	al coverage for employees. The amount of the employee coverage is applied
to the other dental p	plan options.
FUND SOURCE:	General Fund
AMOUNT:	See rate sheet
PREPARED BY:	Marleni Bruner
POSITION:	Director of Finance
INTE	RNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
Number of O	RIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT	T'S SIGNATURE: page(s) numbered
CHAIRMAN'S SIGN	NATURE: page(s) numbered

1821 W. Jefferson St. P.O. Box 1919 Outnoy, FL 32353-1919 Telephone (850) 875-1776 Fax (850) 875-2776

July 10, 2025

School Board of Gadsden County Attention: Superintendent Elijah Key 35 Martin Luther King, Jr. Blvd Quincy, FL 32351

RE: 2024-25 TO 2025-26 CHP and Standard Renewal Rates

Dear Superintendent Key,

It is our pleasure to provide the attached 2024-25 to 2025-26 CHP and Standard renewal rates comparison. Standard's Vision and Life have a rate hold until October 1, 2026. The attached rate sheet has the 2024-25 to 2025-26 rates broken down per employee tier.

It is our pleasure to assist the District with their employee benefits and we look forward to a successful 2025-26 school year.

Sincerely,

John Pat Thomas

2024-25 TO 2025-26

CHP AND STANDARD RENEWAL RATES

CHP CAPITAL SELECTION PLAN	2024-25	2025-26	PREMIUM	CHP VALUE SELECTION PLAN	2024-25	2025-26	PREMIUM	
\$15/\$30/\$50 RX	RATE	RATE	IMPACT	\$15/\$50\$/\$100 RX	RATE	RATE	IMPACT	
EMPLOYEE	\$813.82	\$874.04	\$60.22	\$60.22 EMPLOYEE		\$645.08	\$44.43	
EMPLOYEE & SPOUSE	\$1,628.29	\$1,748.78	\$120.49	EMPLOYEE & SPOUSE	\$1,201.74	\$1,290.67	\$88.93	
EMPLOYEE & CHILD/CHILDREN	\$1,383.64	\$1,486.03	\$102.39	EMPLOYEE & CHILD/CHILDREN	\$1,021.18	\$1,096.75	\$75.57	
EMPLOYEE & FAMILY	\$2,360.33	\$2,534.99	\$174.66	EMPLOYEE & FAMILY	\$1,742.02	\$1,870.92	\$128.90	
2025-26 -7.4% INCREASE					-			
2025-26 VISION RATE GUARA	NTEE TO 10	/01/2026						
2025-26 LIFE RATE GUARANT	EE TO 10/1/2	2026						
STANDARD DENTAL LOW OPTION	2024-25	2025-26	PREMIUM	STANDARD DENTAL HIGH OPTION	2024-25	2025-26	PREMIUM	
	RATE	RATE	IMPACT		RATE	RATE	IMPACT	
EMPLOYEE	\$18.20	\$21.28 _;	\$3.08	EMPLOYEE	\$26.16	\$30.60	\$4.44	
EMPLOYEE & SPOUSE	\$45.36	\$53.04	\$7.68	EMPLOYEE & SPOUSE	\$54.88	\$64.20	\$9.32	
EMPLOYEE & CHILD/CHILDREN	\$44.80	\$52.40	\$7.60	EMPLOYEE & CHILD/CHILDREN	\$54.28	\$63.48	\$9.20	
EMPLOYEE & FAMILY	\$78.12	\$91.40	\$13.28	EMPLOYEE & FAMILY	\$89.16	\$104.32	\$15.16	
2025-26 - 17% INCREASE								

2024-25 TO 2025-26 INSURANCE RENEWAL FISCAL IMPACT - Finance Recommendation

			CHP CAPITA	AL SELECTIO	N				CHP VALUE	SELECTION		
	DISTRIC	DISTRICT	FISCAL	EMPLOYEE	EMPLOYEE INCREASE	EMPLOYEE	DISTRIC	DISTRICT	FISCAL	EMPLOYEE	EMPLOYEE INCREASE	EMPLOYEE IMPACT
EMPLOYEE	\$ 681.75	\$ 46.97	\$ 20,385.50	\$ 192.29	\$ 13.25	\$ 5.749.98	\$ 503,16	\$ 34.67	\$ 346.72	\$ 141.92	\$ 1.419.18	\$ 1,287.04
EMPLOYEE & SPOUSE	\$ 814.28	\$ 90.37	\$ 451,85	\$ 934.50	\$ 30.12	\$ 150.60	\$ 600,97	\$ 66.70	\$ 66.70	\$ 689.70	\$ 689.70	\$ 22.23
EMPLOYEE & CHILD/REN	\$ 773.93	\$ 76.79	\$ 1,459.01	\$ 712.10	\$ 25.60	\$ 486.40	\$ 571.19	\$ 56.68	\$ 56.68	\$ 525.56	\$ 525.56	\$ 18.89
	T # 005 00	\$ 131.00	\$ 393.00	\$ 1,599,97	Ts 43.66	\$ 130.98	\$ 690.06	\$ 96.68	\$ 96.68	\$ 1,180,86	\$ 1,180.86	\$ 32.22
EMPLOYEE & FAMILY	\$ 935.02	\$ 131.00	\$ 000.00									
EMPLOYEE & FAMILY	\$ 935.02	\$ 131.00	\$ 22,689,36			\$ 6.517.96			\$ 566.78		1	\$ 1,360.38
EMPLOYEE & FAMILY	DISTRIC T	DE	\$ 22,689,36		ANDARD TEMPLOYEE INCREASE		DISTRIC	DENT DISTRICT INCREASE	AL HIGH OPTIC		NDARD EMPLOYEE INCREASE	EMPLOYEE
EMPLOYEE & FAMILY		DEI DISTRICT INCREASE	\$ 22,689,36	EMPLOYEE	EMPLOYEE	EMPLOYEE	DISTRIC T \$ 21.28	DISTRICT	AL HIGH OPTIC		EMPLOYEE INCREASE	EMPLOYEE IMPACT
	DISTRIC	DEI DISTRICT INCREASE \$ 3.08	\$ 22,689,36 NTAL LOW OPT FISCAL IMPACT \$ 3,138.52	S *	EMPLOYEE INCREASE \$	EMPLOYEE IMPACT	Т	DISTRICT INCREASE \$ 3.08	AL HIGH OPTIC FISCAL IMPACT	EMPLOYEE	EMPLOYEE INCREASE \$ 1.36	EMPLOYEE IMPACT
EMPLOYEE & SPOUSE	DISTRIC T \$ 21.28	DEI DISTRICT INCREASE \$ 3.08	\$ 22,689,36 NTAL LOW OPT FISCAL IMPACT \$ 3,138.52 \$ 24.64	\$ 31,76	EMPLOYEE INCREASE \$ -	EMPLOYEE IMPACT \$ -	T \$ 21.28	DISTRICT INCREASE \$ 3.08 \$ 3.08	AL HIGH OPTICE FISCAL IMPACT \$ 132.44 \$ 1.361.36	\$ 9.32 \$ 42.92	EMPLOYEE INCREASE \$ 1.36	EMPLOYEE 1MPACT \$ 58.48
EMPLOYEE & SPOUSE	DISTRIC T \$ 21.28	DEI DISTRICT INCREASE \$ 3.08	\$ 22,689,36 NTAL LOW OPT FISCAL IMPACT \$ 3,138,52 \$ 24,64 \$ 126,28	\$ 31,76	EMPLOYEE INCREASE \$ - \$ 4.60	EMPLOYEE IMPACT \$ -	T \$ 21.28	DISTRICT INCREASE \$ 3.08	AL HIGH OPTIC FISCAL IMPACT \$ 132.44 \$ 1.361.36	\$ 9.32 \$ 42.92	### EMPLOYEE INCREASE	EMPLOYEE 1MPACT \$ 58.48

\$ 12.031.22 **\$ 144,374.5**8

2024-25 TO 2025-26 INSURANCE RENEWAL FISCAL IMPACT - Board Absorb Increase

	0		(CHP CAPITA	AL S	SELECTIO	N			
	DISTRIC T	DISTRICT		FISCAL IMPACT	EN	/PLOYEE	EMPLOYEE INCREASE		EMPLOYEE IMPACT	
EMPLOYEE	\$ 695.00	\$ 60.22	\$	26,135.48	\$	179.04	\$		5	
EMPLOYEE & SPOUSE	\$ 844.40	\$ 120,49	5	602.45	\$	904.38	\$	- 2	S	· ·
EMPLOYEE & CHILD/REN	\$ 799.53	\$ 102.39	[\$	1,945.41	\$	686.50	\$		\$	-
EMPLOYEE & FAMILY	\$ 978.68	\$ 174.66	\$	523.98	\$	1,556,31	\$	-	\$	-
			\$	29.207,32					5	181

			CH	IP VALUE	SELI	ECTION				
DISTRIC T	DISTRICT INCREASE				EM	PLOYEE	LOYEE	EMPLOYE!		
\$ 512.92	\$	44.43	\$	444.30	\$	132,14	\$ -	\$	- 4	
\$ 623.20	\$	88.93	\$	88.93	\$	667.47	\$ 	\$	- %	
\$ 590.08	\$	75.57	S	75.57	\$	506.67	\$ -	S	-	
\$ 722.28	\$	128.90	\$	128.90	\$	1,148.64	\$ -	\$		
			\$	737.70				\$	16	

MON	VIHLY	YE	ARLY
\$ 29,	945.02	\$ 359	,340.24
\$	4	\$	120

Board Absorb Entire Increase

2024-25 TO 2025-26 INSURANCE RENEWAL FISCAL IMPACT - Board Minimum

				(CHP CAPITA	AL S	SELECTIO	N			
	DISTRIC	I	STRICT		FISCAL	EN	PLOYEE		PLOYEE CREASE		MPACT
EMPLOYEE	\$ 655.53	\$	20.75	\$	9,005.50	\$	218.51	\$	39.47	\$	17.129,98
EMPLOYEE & SPOUSE	\$ 655.53	\$	(68.38)	\$	(341.90)	\$	1,093.25	\$	188.87	\$	944.35
EMPLOYEE & CHILD/REN	\$ 655.53	\$	(41.61)	S	(790.59)	\$	830.50	\$	144.00	S	2.736.00
EMPLOYEE & FAMILY	\$ 655.53	\$	(148.49)	\$	(445.47)	\$	1,879,46	\$	323.15	\$	969.45
				\$	7,427.54					\$	21.779.78

			IP VALUE			_				
DISTRIC T	STRICT		TISCAL MPACT	EM	IPLOYEE		PLOYEE	IMPACT		
\$ 483.81	\$ 15.32	S	153,20	\$	161.27	\$	29.13	\$	12,642.42	
\$ 483.81	\$ (50.46)	\$	(50.46)	\$	806.86	\$	139.39	\$	696.95	
\$ 483.81	\$ (30.70)	\$	(30.70)	\$	612.94	\$	106.27	\$	2,019,13	
\$ 483.81	\$ (109.57)	\$	(109.57)	\$	1,387,11	\$	238.47	\$	7 15.41	
		\$	(37.53)					\$	16,073.91	

MONTHLY YEARLY
\$ 7,390.01 \$ 88,680.12
\$ 37,853.69 \$ 454,244.28

75% Minimum Required by Board

2024-25 TO 2025-26 INSURANCE RENEWAL RATE COMPARISON

		CHP CAPITAL SELECTION											
	2	024-25	2	2025-26		7.4%	DIS	STRICT	E	IPLOYEE	EM	PLOYE	
		RATE		RATE	IN	CREASE					IN	CREASE	
EMPLOYEE	\$	813.82	\$	874.04	\$	60.22	\$	681.75	\$	192.29	\$	13.2	
EMPLOYEE & SPOUSE	T¢ ·	628 20	2	1.748.78	\$	120,49	•	914 29	•	934.50	•	30.12	
LIVIT LOTEL & STOUSE	ΙΨ	1,020.23	Ψ	1,740.70	Ψ	120.43	Ι Ψ	014.20	Ψ	334.30	Ψ	30.12	
EMPLOYEE & CHILD/REN] \$ ^	,383.64	\$	1,486.03	\$	102.39	\$	773.93	\$	712.10	\$	25.60	
EMPLOYEE & FAMILY	[\$2	2,360.33	\$	2,534.99	\$	174.66	\$	935.02	\$	1,599.97	\$	43.60	
	DENTAL LOW OPTION - THE STANDARD									NDARD			
	1 -	024-25 RATE	1	2025-26 RATE	IN	17%· CREASE	DIS	STRICT	E	MPLOYEE		IPLOYEI CREASE	
EMPLOYEE	\$	18,20	\$	21.28	\$	3.08	\$	21.28	\$	-	\$	-	
EMPLOYEE & SPOUSE	[\$	45.36	\$	53.04	\$	7.68	\$	21.28	\$	31.76	\$	4.6	
EMPLOYEE & CHILD/REN]\$	44.80	\$	52.40	\$	7.60	\$	21.28	\$	31.12	\$	4.5	
EMPLOYEE & FAMILY]\$	78.12	\$	91.40	\$	13.28	\$	21.28	\$	70.12	\$	10.2	
	VISION - THE STANDARD												
				Rate	rem	ains the s	am	e until 1	0/1/	2026.			

LIFE - THE STANDARD
Rate remains the same until 10/1/2026.

				СП	P VALUE	95	LECTIC	IAC		-				
202	4.05	_	005.00						ADI OVEE	ENA	DLOVEE			
	4-25	_	025-26		7.4%	וטונ	STRICT	=1	//PLOYEE					
RA	ATE		RATE	INC	CREASE	L				INC	CREASE			
\$ 6	00.63	\$	645.08	\$	44.43	\$	503,16	\$	141.92	\$	9,78			
	_	\$	483.81				12							
\$ 1,2	01.74	\$ 1	,290.67	\$	88.93	\$	600.97	\$	689.70	\$	22,23			
\$ 1,0	21.18	\$ 1	1,096.75	\$	75.57	\$	571.19	\$	525.56	\$	18.89			
\$ 1,7	42.02	\$ 1	1,870.92	\$	128.90	\$	690.06	\$	1,180.86	\$	32.22			
			DENTA	LHI	GH OPTI	ON	- THE S	TAI	NDARD					
202	4-25	2	025-26		17%	DIS	TRICT	EN	/PLOYEE	EM	PLOYEE			
R/	ATE		RATE	INC	CREASE					IN	CREASE			
\$	26.16	\$	30.60	\$	4.44	\$	21.28	\$	9.32	\$	1.36			
\$	54.88	\$	64.20	\$	9.32	\$	21.28	\$	42.92	\$	6.24			
\$	54.28	\$	63.48	\$	9.20	\$	21.28	\$	42.20	\$	6.12			
		2												
\$	89.16	\$	104.32	\$	15.16	\$	21.28	\$	83.04	\$	12.08			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM N	O: 8b
DATE OF SCHOO	L BOARD MEETING: 7/22/2025
TITLE OF AGEND	A ITEM: Contract for Consulting Services
DIVISION:	Business & Finance
X This is a C	ONTINUATION of a current project, grant, etc.
PURPOSE AND SU (Type and Double S	MMARY OF ITEM: pace)
The attached	contract is a continuation of consulting services provided by Kathy
Sneads. This contra	ct will ensure that proper assistance and oversight is provided to the
Finance Departmen	t as we continue to work on improving processes and procedures. The
contract is calculate	ed based on 571 hours at \$125/hour for 12 months.
FUND SOURCE:	General Fund
AMOUNT:	Not to exceed \$75,000
PREPARED BY:	Marleni Bruner
POSITION:	Director of Finance
INTE	RNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
4 Number of O	RIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT	"S SIGNATURE: page(s) numbered 4
CHAIRMAN'S SIGN	JATURE: 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 ("Gadsden"), having principal offices in Quincy, Florida.

WHEREAS, Gadsden 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 Gadsden 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 Gadsden and Contractor on a caseby- 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 financial statements.
 - 2) Assistance with the completion of bank and other account reconciliations.
 - 3) Assistance with meeting FLDOE deadline requirements.
 - 4) Assistance with Skyward data input.
 - 5) Assistance with balancing financial records.
 - 6) Assistance with the development of indirect cost plans.
 - 7) Assistance with Federal projects fiscal monitoring and closeout.
 - 8) Assistance with generating the required Board financial reports.
 - 9) Staff training related to provided services.
 - 10) 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 Gadsden 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 Gadsden 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 \$75,000.00 per twelve months for services outlined herein. The Contractor will submit monthly or biweekly invoices detailing the hours and services provided. Invoices should be submitted by Mondays at 12:00 PM Eastern to be processed timely.

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, Gadsden does not waive the protections of sovereign immunity and/or Section 768.28, Florida Statues 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. Gadsden 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

<u>Term.</u> This Agreement shall be in effect from the date it is executed by all parties and shall terminate on June 30, 2026. This Agreement may be renewed upon written agreement of

both parties.

<u>Termination</u>. Either party may terminate this agreement upon written notice to the other party, 30 days in advance of the termination date. Upon termination, all records in possession of Contractor must be returned to Gadsden. Contractor may retain copies.

8. APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for purposes of any action brought hereunder shall lie in Gadsden County, Florida.

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 School

District of Gadsden County, FL 35 Martin Luther King 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

- <u>Captions.</u> 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.
- <u>Binding Agreement; Assignments.</u> 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.
- Miscellaneous. Gadsden 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:		By:	
	Authorizing Signature		Authorizing Signature
Name	Elijah Key, Jr.	Name	Kathy Sneads
(*)	Authorizing Agent	5 .i	Authorizing Agent
Title:	Superintendent of Schools	Title:	Financial Consultant
Date:		Date:	
By:			
	Authorizing Signature		
Name			
	Authorizing Agent		
Title:	School Board Chair		
Date:			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c
DATE OF SCHOOL BOARD MEETING: July 22, 2025
TITLE OF AGENDA ITEM: Memorandum of Understanding (North Florida Medical Centers, Inc.)
DIVISION: Academic Services
X This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM:
The Memorandum of Understanding will allow North Florida Medical Centers, Inc to provide preventive
dental care which includes exams, cleanings, fluoride treatments and sealants for children grades PreK -
5th at no cost to the parents, guardians or school board. Services are provided via a Mobile Dental Clinic.
FUND SOURCE: N/A
AMOUNT: N/A PREPARED BY: Lisa Robinson LC on 09/26
POSITION: Assistant Superintendent, Academic Services PreK-12
INSTRUCTIONS TO BE COMPLETED BY PREPARER
Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered3 CHAIRMAN'S SIGNATURE: page(s) numbered3 REVIEWED BY:

BB

Memorandum of Understanding between Gadsden County School Board and North Florida Medical Centers, Inc.

This Agreement is made and entered into on	_ 2025, by North Florida Medical Centers, Inc., a
Federally Qualified Health Centers, (hereinafter refer	red to as "NFMC"), and The School Board of Gadsden
County, Florida, a government entity, (hereinafter re	ferred to as "School Board"), as follows:

RECITALS

WHEREAS, NFMC is a Florida non-profit organization that qualifies for tax-exempt status under IRS 501(c) (3); and

WHEREAS, NFMC owns and operates a Mobile Dental Clinic in Gadsden County, the purpose of which is to provide preventive dental care which includes exams, cleanings, fluoride treatments and sealants for school-aged children in grades that may include pre-K-5th that attend Gadsden County elementary schools at no cost to parents, guardians or the school board; and

WHEREAS, NFMC desires to coordinate with the School Board for the purpose of providing said dental services to the children attending the Gadsden County School system, whose parents consent to the delivery of said services to their children.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed as follows:

AGREEMENT

- (1) This Agreement shall commence on August 1, 2025 and shall terminate on July 31, 2026. Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.
- (2) The School Board agrees that NFMC shall be permitted to use Mobile Dental Equipment to set up a dental Clinic within Gadsden County elementary schools. The equipment is owned by NFMC and on school property for the purpose of NFMC providing preventive dental care, which includes exams, cleanings, fluoride treatments, and sealants for school-aged children in grades that may include K-5th grade, whose parents have consented in writing to the delivery of said dental services to their children by NFMC at no cost to parents, guardians or the school board.
- (3) NFMC represents that it has in effect and agrees that it shall maintain at all times, while this Agreement remains in effect, liability insurance with a minimum limit of no less than \$1,000,000.00. The School Board shall be added as a named insured under such coverage. NFMC will supply a copy of said policy upon a request from the School Board.
- (4) NFMC hereby agrees to indemnify, hold harmless, release, acquit, discharge and defend at its sole cost and expense the School Board, its Superintendent, Board Members, employees and agents, or any other person associated with the School Board, their successors and assigns, from and against all claims, costs, losses, damages, obligations, judgements, attorneys' fees and attachments caused by, arising from, or resulting from the operation of NFMC or is employees, contractors, agents or any other individuals acting on behalf of NFMC of the dental equipment and the delivery of dental services to students while on property owned by the School Board, caused by NFMC's negligence.

- (5) Pursuant to Florida Statues Section 1012.465, commonly known as "The Jessica Lunsford Act," any officers, directors, employees, volunteers, providers or agents of NFMC, or any other individuals acting on behalf of NFMC, who are permitted access on school grounds when students are present or who have direct contact with students of Gadsden County schools shall comply with the Jessica Lunsford Act. NFMC will provide the School Board fingerprinting records for all individuals noted above.
- (6) The school principal shall have the final decision regarding the scheduling of dental services at the school.

ASSIGNMENT and AMENDMENTS

Neither this Agreement nor any right created hereby shall be assignable by either party without the prior written consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement. This Agreement may be amended or modified at any time and in all respects by written mutual agreement by the parties.

NOTICES

Any notice, communication, request, reply, or advice (hereinafter severally and collectively called "notice") in this Agreement provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same in person to such party. Notice deposited in the mail in the manner hereinabove described shall be effective only if and when received by the parties to be notified at the addresses indicated on the signature page.

PARTIES IN INTEREST

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their successors and assigns.

INTEGRATED AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.

CHOICE OF LAW

It is the intention of the parties that the laws of the State of Florida should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties consent and agree that venue for any legal proceedings arising from the Agreement shall be Leon County, Florida.

ATTORNEYS FEES

The prevailing party to a dispute between or litigation among, any of the parties, if said dispute or litigation relates to this agreement, shall be entitled to reimbursement from the non-prevailing party or parties for such prevailing parties' reasonable costs and expenses, including reasonable attorneys' fees. For purposes of this agreement, the prevailing party shall be deemed to be that party who obtains substantially the results sought, whether by settlement, mediation, arbitration, dismissal or judgment. For purposes of this agreement, the terms reasonable attorneys' fees shall include without limitation the actual attorneys' fees incurred in retaining counsel for advice, negotiations, suit, appeal, or any other legal proceedings, including mediation and arbitration

RECORDS

To the extent that NFMC meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Provider must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:

- Keep and maintain public records required by the School Board to perform service. 1.
- 2. Upon request from the School Board's custodian of public records, provide the School Board 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, F.S., or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of NFMC or keep and maintain public records required by the School Board to perform the service. If NFMC, transfers all public records to the School Board upon completion of the contract, NFMC, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NFMC, keeps and maintains public records upon completion of the contract, NFMC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement and understanding of the parties on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

This agreement is executed on, 202	25.
Signed and executed by:	
Lane M. Lunn	_
President / CEO	
North Florida Medical Centers, Inc.	
ATTEST:	The School Board of Gadsden County, FL
By:	By:
Elijah Key	Printed Name: Leroy McMillan
Superintendent	Title: Board Chair

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d
DATE OF SCHOOL BOARD MEETING:July 22, 2025
TITLE OF AGENDA ITEM: Contractual agreement between More Ability Therapy Services, LLC and the School Board of Gadsden County.
DIVISION: Exceptional Student Education
Yes This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM: (Type and Double Space)
This contract will provide Occupational Therapy Services to Exceptional Students in
Gadsden Schools. The therapist will provide needed services (but not limited to
intervention services, assessments, evaluations, 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
AMOUNT: \$60.00 per hour (for actual hours worked) Occupational Therapy \$45.00 per hour (for actual hours worked) Occupational Therapy Assistant
PREPARED BY: Kesandra Brown
POSITION: Director of Exceptional Student Education and Student Services
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered4
CHAIRMAN'S SIGNATURE: page(s) numbered4
SCHOOL BOARD ATTORNEY: page(s) numbered
This form is to be <u>duplicated</u> on <u>light blue paper</u> .

REVIEWED BY: Page 24 of 167

MORE ABILITY THERAPY SERVICES, LLC

Agreement to Provide Occupational Therapy Services for Gadsden County School Board

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

1. Scope of Services

The VENDOR shall provide services to eligible Exceptional Student Education (ESE) students within the Gadsden County School District. The schedule of service days, hours, and locations shall be mutually determined by the VENDOR and the Director of Exceptional Student Education Services or their designee.

2. Licensure Requirements

The VENDOR shall maintain active and valid licensure in the State of Florida for the services described in Schedule "A," which is attached hereto and incorporated herein.

3. Board Responsibilities

The BOARD shall perform the administrative functions outlined in Schedule "B." The BOARD will provide equipment and additional services as mutually agreed upon and listed in Schedule "B."

4. Background Screening

Prior to entering school grounds while students are present, the VENDOR must undergo fingerprinting and background screening in accordance with Florida law.

5. Screening Costs and Compliance

The VENDOR is responsible for all costs associated with fingerprinting and background checks. The BOARD reserves the right to deny school access to any individual whose background does not meet established legal and district standards.

6. Term and Termination

This Agreement shall commence on August 4, 2025, and terminate on June 30, 2026, unless terminated earlier as outlined herein. The Director of Exceptional Student Education Services, or their designee, reserves the right to deem the VENDOR unsuitable without cause. The BOARD may terminate this Agreement with fourteen (14) days' written notice.

7. Compensation for Services

- a. The District shall pay the VENDOR \$60 per hour for Occupational Therapy services, for up to 37.5 hours per week.
- b. For services provided during the Extended School Year (ESY), and pre-approved by the Exceptional Student Education Department, the VENDOR shall be compensated at the same hourly rate.
- c. Partial workdays shall be reimbursed on a pro rata basis.
- d. The VENDOR shall be compensated for attending mandatory district professional development.
- e. Voluntary professional development will not be reimbursed unless written pre-approval is obtained from the Exceptional Student Education Department and the school principal.

8. Compensation for Occupational Therapy Assistants

The District shall pay \$45 per hour for services provided Occupational Therapy Assistants, whether delivered in-person or via teletherapy.

9. Documentation and Invoicing

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

10. 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.

11. Indemnification

The VENDOR agrees to indemnify, defend, and hold harmless the BOARD, its agents, and employees from any and all claims, losses, or damages arising out of or related to the VENDOR's performance under this Agreement. This clause shall survive the termination of the Agreement.

12. No Waiver of Terms

Failure by either party to enforce any term shall not constitute a waiver of future enforcement of that or any other term.

13. Professional Standards

The VENDOR shall perform services in accordance with the highest professional and ethical standards and comply with all applicable regulations from the Florida Department of Education and the BOARD.

14. License Submission

The VENDOR shall provide the BOARD with a copy of the professional license of the Occupational Therapist and Assistant performing services under this Agreement.

15. Medicaid Documentation

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

16. 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.

17. Dispute Resolution

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

18. Independent Contractor

The VENDOR, its employees, and agents are independent contractors and not employees of the BOARD.

19. Termination Without Cause

Either party may terminate this Agreement without cause by providing fourteen (14) days written notice to the other party.

20. Notice

Notices under this Agreement shall be delivered personally or sent via first-class mail to the following addresses:

BOARD:

Director of Exceptional Student Education Services Gadsden County School District 35 Martin Luther King Blvd Quincy, FL 32351

VENDOR:

More Ability Therapy Service, LLC 4724 Stoney Trace Tallahassee, FL 32309

SCHEDULE "A"

SERVICES PROVIDED BY OCCUPATIONAL THERAPIST IN ACCORDANCE WITH FLORIDA STATE LICENSURE REQUIREMENTS:

- 1. Occupational Therapy Treatment and Evaluations
- 2. Consultative Service as related to Occupational Therapy
- 3. Evaluations as requested per signed consent
- 4. Quarterly progress reports on all students receiving occupational therapy services
- 5. Participation in IEPs and eligibility staffings as necessary per request
- 6. Provision of written home programs when appropriate
- 7. Professional development activities as agreed upon by the VENDOR and the BOARD

NON-REIMBURSABLE ACTIVITIES:

- 1. Sick days
- 2. Holidays
- 3. Vacation days
- 4. Lunch Time (30 minutes)
- 5. Continuing Education activities other than those included in Item 6 above
- 6. Travel/Mileage

SCHEDULE "B"

The BOARD will provide the Occupational Therapist with the following:

1. ENVIRONMENT:

- 1. a) Adequate space, i.e., gym, cafeteria, clinic, and empty classrooms
- 2. b) Utilities (lights, water, A/C)
- 3. c) Housekeeping
- 4. d) Other equipment and supplies as agreed upon by the Board and the Vendor

2. ADMINISTRATION:

- 1. a) Coordination of the overall program
- 2. b) Communication with school district staff as appropriate

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:	
Superintende	ent of the Gadsden County School District
Name:	Elijah Key, Jr.
Title:	Superintendent
Signature:	
Date:	
More Ability	Therapy Services, LLC
Name:	Deandrea Lee, OTR/L
Title:	Owner/Occupational Therapist
Signature:	
More Ability	Therapy Services, LLC
	Jessica Stowell
	Occupational Therapist Assistant
Signature:	

Your license number is OT 9334.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.



The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
03012025	OT 9334	127701

THE OCCUPATIONAL THERAPIST

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

EXPIRATION DATE: FEBRUARY 28, 2027

DEANDREA VONTRESE LEE 35 MARTIN LUTHER KING JR BLVD QUINCY, FL - 32351

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD STATE SURGEON GENERAL

Scan QR Code for License Authentication

DISPLAY IF REQUIRED BYPLAW 29 of 167_

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE
DATE
LICENSE NO. CONTR

THE OCCUPATIONAL THERAPIST VAMED BELOW HAS MET ALL REQUIREMENTS THE LAWS AND RULES OF THE STATE OF FLO RESE Expiration Date: FE

G IT ANGIO HAGNACI

JESSICA LEE STOWELL

License Number: OTA15393

Data As Of 7/14/2025

Profession Occupational Therapy Assistant

License Status Clear/Active
License Expiration Date 2/28/2027

License Original Issue

Date 07/14/2016

Address of Record 35 Martin Luther King Blvd.

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

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 context 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.





Print Date: 2/03/2025

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD	
018098	970	HPG	0737748675	From: 02/03/25 to 02/03/26 at 12:01 AM St	andard Time
Named Insured	and Address	s:		Program Administered by:	Insurance Provided by:
Jessica Stowell 310 Talwood Dr Tallahassee, FL				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-982-9491 www.hpso.com	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Medical Special	Ity:			<u>, </u>	Code:
Occupational T	herapist Assi	istant			80721

Excludes Cosmetic Procedures

Professional Liability ("PL"): X Occurrence Claims Made and Reported

. Limits of Liability

\$1,000,000 each claim / \$3,000,000 aggregate

Up to \$200 per hour / \$25,000 aggregate

\$10,000 each subpoena / \$10,000 aggregate

\$25,000 each assault incident / \$25,000 aggregate

\$500 each insured / \$500 aggregate

PL Limits of Liability above include the following:

*Healthcare Providers Services Liability *Placement Services Liability *Formal Review Board Activities Liability *Good Samaritan Services Liability

Abuse and Molestation Sublimits of Liability:

Damages (included within PL Limits of Liability shown above)
Defense Costs (included within PL Limits of Liability shown above)

\$25,000 aggregate \$100,000 aggregate

\$10,000 aggregate

\$10,000 aggregate

\$25,000 aggregate

\$25,000 aggregate

\$1,000,000 aggregate

PL Supplementary Benefits

Licensure Defense Expenses
Licensure Proceeding Supplemental Costs
Subpoena Assistance Costs
Assault (includes workplace violence counseling)
Patient First Aid Medical Expenses
Services to Animals Property Damage

Services to Animals Property Damage Media Expense

Information Privacy (HIPAA) Fines & Penalties

Workplace Liability: Occurrence

Workplace Liability Aggregate Limit of Liability (included within PL Aggregate Limit of Liability, above) Bodily Injury and Property Damage

(included within Workplace Aggregate, above)

Personal and Advertising Injury

(included within Workplace Aggregate, above)

Fire and Water Sublimit of Liability

(included within Bodily Injury and Property Damage each occurrence Limit, above)

Residential Personal Liability

(in addition to the Workplace Aggregate, above)

\$1,000,000 each occurrence

\$1,000,000 any one person or entity

\$150,000 aggregate

\$1,000,000 aggregate

Workplace Liability Supplementary Benefit

Non-Patient Medical Expenses

\$25,000 each person

PL and GL/WPL (as applicable) Supplementary Benefit:

Proceeding Expense Reimbursement

\$1,000 each insured per day / \$25,000 each insured per proceeding

Total \$305.02

Base Premium \$ 302.00 FIGA Emergency \$ 3.02

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list)

Dino Robusto, Chairman of the Board

Stathy Darcy, Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA101440 (07-23)

Page 1





Your professional liability insurance contains insuring agreements that may be written on an occurrence or a claims made and reported basis. With respect to any claims made and reported coverage such coverage applies only to claims first made against the insureds and reported to the Insurer during the policy period or any applicable extended reporting period in accordance with the provisions of this policy. Please discuss with your Program Administrator.

DEFENSE WITHIN LIMITS: WHERE DEFENSE WITHIN LIMITS IS INDICATED BELOW OR BY ENDORSEMENT, THE AMOUNT OF MONEY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS AGAINST YOU UNDER SUCH SPECIFIED COVERAGE PART WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE EXPENSES, INCLUDING BUT NOT LIMITED TO FEES PAID TO ATTORNEYS TO DEFEND YOU.

The **application** for the policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the policy as if physically attached.

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

FORM #	FORM DESCRIPTION
CNA101429 (07-23)	General Terms and Conditions
CNA101432 (07-23)	Healthcare Providers Professional Liability Coverage Part (Occurrence)
CNA101436 (07-23)	Workplace Liability Coverage Part
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758FL (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA101458 (07-23)	HIPAA Proceedings Supplementary Benefits Endorsement
CNA101553 (07-23)	Table of Contents - General Terms and Conditions
CNA101557 (07-23)	Table of Contents-Coverage Part Occurrence Form
CNA101563 (07-23)	Table of Contents - Workplace
CNA101577 (07-23)	Biometric Privacy Exclusion Endorsement
CNA101512FL (07-23)	Cancellation and Non Renewal Amendatory Endorsement - Florida
CNA101521FL (07-23)	Amendatory Endorsement (General Terms & Conditions) - FL
CNA62825FL (09-12)	Policyholder Notice - Florida
CNA62832FL (09-12)	Policyholder Notice - FL
CNA77863FL (02-14)	Policyholder Notice - Electronic policy transmission
CNA101441 (07-23)	Cosmetic Procedures Exclusion Endorsement
CNA101443 (07-23)	Media Event Expenses Supplementary Benefits Endorsement
CNA101450 (07-23)	Entity, Employees or Independent Contractor Exclusion Endorsement
CNA101463 (07-23)	Personal Liability Coverage Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For FL residents: The surcharge shown on the Certificate of Insurance is the FL Insurance Guaranty Association Emergency Assessment

Form #:CNA101440 (07-23) Master Policy #: 188711433 Named Insured:Jessica Stowell Policy #: 0737748675





Print Date: 6/15/2025

BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD		
97 0	HPG	0696661209	From: 06/15/25 to 06/15/26 at 12:01 AM St	andard Time	
and Address	s:		Program Administered by:	Insurance Provided by:	
Deandrea Lee 4724 Stoney Trce Tallahassee, FL 32309-2597			Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-982-9491 www.hpso.com American Casualty Company of Reac Pennsylvania 151 N. Franklin Street Chicago, IL 60606		
lty:				Code:	
Therapist				80721	
	970 I and Address Ce 32309-2597 Ilty:	970 HPG I and Address: Ce 32309-2597	970 HPG 0696661209 I and Address: De 32309-2597 Ity:	970 HPG 0696661209 From: 06/15/25 to 06/15/26 at 12:01 AM St Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-982-9491 www.hpso.com	

Excludes Cosmetic Procedures

Professional Liability ("PL"); X Occurrence _____ Claims Made and Reported

. Limits of Liability

\$1,000,000 each claim / \$3,000,000 aggregate

PL Limits of Liability above include the following:

*Healthcare Providers Services Liability *Placement Services Liability *Formal Review Board Activities Liability *Good Samaritan Services Liability

Abuse and Molestation Sublimits of Liability:

Damages (included within PL Limits of Liability shown above)
Defense Costs (included within PL Limits of Liability shown above)

\$25,000 aggregate \$100,000 aggregate

PL Supplementary Benefits

Licensure Defense Expenses
Licensure Proceeding Supplemental Costs
Subpoena Assistance Costs
Assault (includes workplace violence counseling)
Patient First Aid Medical Expenses
Services to Animals Property Damage
Media Expense
Information Privacy (HIPAA) Fines & Penalties

Workplace Liability: Occurrence

Workplace Liability Aggregate Limit of Liability (included within PL Aggregate Limit of Liability, above) Bodily Injury and Property Damage (included within Workplace Aggregate, above)

Personal and Advertising Injury (included within Workplace Aggregate, above) Fire and Water Sublimit of Liability

(included within Bodily Injury and Property Damage each occurrence Limit, above)

Residential Personal Liability

Non-Patient Medical Expenses

(in addition to the Workplace Aggregate, above)

Workplace Liability Supplementary Benefit

PL and GLWPL (as applicable) Supplementary Benefit:

Proceeding Expense Reimbursement

Up to \$200 per hour / \$25,000 aggregate \$500 each insured / \$500 aggregate \$10,000 each subpoena / \$10,000 aggregate

\$25,000 each assault incident / \$25,000 aggregate \$10,000 aggregate

\$10,000 aggregate \$25,000 aggregate \$25,000 aggregate

\$1,000,000 aggregate

\$1,000,000 each occurrence

£1 000 000 any ana na—an ananth

\$1,000,000 any one person or entity

\$150,000 aggregate

\$1,000,000 aggregate

\$25,000 each person

\$1,000 each insured per day / \$25,000 each insured per proceeding

Total \$305.02

Base Premium \$ 302.00 FIGA Emergency \$ 3.02

Premium reflects Self Employed, Full Time

Policy Forms and Endorsements (Please see attached list)

Doug Worman, Chief Executive Officer

Dyal

Stathy Darcy, Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA 101440 (07-23)

Page 1





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For FL residents: The surcharge shown on the Certificate of Insurance is the FL Insurance Guaranty Association Emergency Assessment

Form #:CNA101440 (07-23) Master Policy #: 188711433 Named Insured:Deandrea Lee Policy #: 0696661209

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e
DATE OF SCHOOL BOARD MEETING:July 22, 2025
TITLE OF AGENDA ITEM: Contractual agreement between Speech and Dysphagia Consulting Group, LLC and the School Board of Gadsden County.
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: \$60.00 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) numbered6, 7
CHAIRMAN'S SIGNATURE: page(s) numbered6.7
SCHOOL BOARD ATTORNEY: page(s) numbered
This form is to be duplicated 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 <u>The School</u> Board of Gadsden County (hereinafter "Employer"), and <u>Speech and Dysphagia Consulting Group. LLC</u>, 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 <u>Term.</u> Employer agrees to hire Contractor, at will, for a term commencing on <u>July 23. 2025</u> and continuing until <u>June 30. 2026</u> or until terminated in accordance with Section 4 of this agreement.
- 1.2 <u>Duties.</u> 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 <u>No Release.</u> 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

- **Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to Erika Raines the following for up to 37.5 hours per work week:
 - \$60 per hour for each Master's Level Speech-Language Pathologist with their Certificate of Clinical Competence providing in-person therapy and/or teletherapy.
 - <u>\$40</u> 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 <u>Withholding: Other Benefits.</u> 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.
- **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 <u>Speech-Language</u>

 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) Utilities (lights, water, A/C)
- 3. c) Housekeeping
- 4. d) Other equipment and supplies as agreed upon by the Board and the Vendor ADMINISTRATION:
 - 5. a) Coordination of the overall program
 - 6. 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
	School Board Chairman
	Superintendent of Schools
	Independent Contractor Erika 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.

Chairman of t	he Gadsden County School District Board
Name:	Leroy McMillan
Title:	Chairperson
Signature:	
Date:	
Superintende	nt of the Gadsden County School District
Name:	Elijah Key, Jr
Title:	Superintendent
Signature:	
Date:	
Speech and Dy	sphagia Consulting Group, LLC
Name:	Erika Raines, SLP MS CCC
Title:	Independent Contractor, Owner
Signature:	



ERIKA ROCHELLE RAINES

License Number: SA9153

Data As Of 7/16/2024

Profession Speech-Language Pathologist

License Status CLEAR/Active
License Expiration Date 12/31/2025

License Original Issue

Date 08/01/2007

Address of Record 2062 Hansell Hill Drive

TALLAHASSEE, FL 32308

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) 245-4262, 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.

				Official (1)	
MEMORANDUM OF INSURANCE		Date Issued 07/14/2025			
Producer AMBA P.O. Box 14554 Des Moines, IA 50306 1-800-375-2764 Insured Erika Raines 2062 Hansell Hill Drive Tallahassee, FL 32308		This memorandum in only and confers memorandum does coverages afforded to Company Affordin Liberty Insurance U	no rights upon the not amend, extends the Certificate list	ne holder. T	
This is to certify that the Ce					
withstanding any requirement ssued or may pertain, the insusuch Certificate. The limits show the Memorandum of Insurance s successfully paid in full. Type of Insurance	rance afforded by the Cerown may have been reduced	rtificate described he ed by paid claims.	erein is subject to all the	e terms, exclusions ar	nd conditions of the premium
Type of insurance	Certificate Number	Effective Date	Expiration Date	Limi	us
Professional Liability SpeechLangH SE Speech Language Pathologis	AHY-855010009	01/25/2025	01/25/2026	Per Incident/ Occurrence Annual Aggregate	\$2,000,000
PROOF OF INSURANCE					
Memorandum Holder:			Should the above of	describe Certificate	he concelle
PROOF OF COVERAGE	ONLY		before the expiration will endeavor to ma Memorandum Holde mail such notice shall of any kind upon representatives.	date thereof, the issail 30 days written or named to the left Il impose no obligat	suing compan notice to the but failure to tion or liabilit
			Authorized Represen Stephen Mille Stephen Mil	x	

AMBA In CA dba Assn. Member Benefits & Insurance Agency. CA License #0196562

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM N	O. 8f	
DATE OF SCHOO	DL BOARD MEETING: July 22, 2025_	
	DA ITEM: eement between Independent Contractor Leslie Peterson, MS CCC pol Board of Gadsden County.	
DIVISION: Exceptional Stud	ent Education	
Yes This is a CO	NTINUATION of a current project, grant, etc.	
PURPOSE AND SI	UMMARY OF ITEM:	
This agreement w	vith Leslie Peterson, will provide Speech/Language services	
(including, but no	ot limited to intervention services, assessments, evaluations,	
counseling, cons	ulting, collaboration, and support to families, school staff and	
administrators), ir	a position not filled by the School Board of Gadsden County.	
FUND SOURCE:	FEFP Dollars	
AMOUNT:	\$60.00 per hour	
PREPARED BY:	Kesandra Brown	
POSITION:	Director of Exceptional Student Education and Student Services	
	ERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER ORIGINAL SIGNATURES NEEDED by preparer.	
SUPERINTENDEN	T'S SIGNATURE: page(s) numbered3,5	
CHAIRMAN'S SIGN	NATURE: page(s) numbered3,5	
SCHOOL BOARD ATTORNEY: page(s) numbered		
	This form is to be duplicated on light blue paper.	

Page 46 of 167

REVIEWED BY:

AGREEMENT TO PROVIDE SPEECH THERAPY SERVICES

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA AND LESLIE PETERSON, MS CCC SLP.

This Agreement is entered into on August 11, 2025, between LESLIE PETERSON MS CCC SLP., hereinafter referred to as "the VENDOR", and THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, hereinafter referred to as "the BOARD".

WITNESSETH:

WHEREAS, the VENDOR is duly qualified to practice Speech Therapy in the State of Florida; and

WHEREAS, the BOARD is in need of Speech Therapy services for eligible ESE students; and

WHEREAS, the VENDOR and BOARD desire to enter into a service agreement whereby the VENDOR shall furnish the following described Speech Therapy services (the "Services") upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

- 1. The VENDOR shall provide Services to eligible ESE students in the Gadsden County School District. The VENDOR and the Director of Exceptional Student Education Services, or her designee, for the BOARD shall determine the schedule of days, hours, and location(s) for Services performed under this Agreement.
- 2. Teletherapy will be provided at the discretion of the Gadsden County School District, based upon student need.
- 3. The VENDOR shall maintain licensure in the State of Florida to perform the Services set forth in Schedule "A" attached hereto and made a part hereof.
- 4. The BOARD shall perform the administrative functions set forth in Schedule "B" attached hereto. The BOARD shall provide equipment and Services as agreed upon by the VENDOR and the BOARD and listed in Schedule "B" attached hereto.
- 5. The VENDOR agrees that before being permitted on school grounds while students are present, she will be fingerprinted and have her background checked as provided by Florida law.
- 6. The VENDOR will bear the cost of fingerprinting and background checks. The BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the BOARD pursuant to Florida law.
- 7. The term of this Agreement shall commence on August 11, 2025, and expire on May 22, 2026, unless terminated sooner as provided below. The BOARD, through the Director of Exceptional Student Education Services, or her designee, shall have the right to reject the VENDOR as unsuitable, without showing cause. The BOARD shall have the option of canceling this Agreement upon ten (10) days' written notice to the VENDOR.
- 8. District shall pay Contractor for services provided under this Agreement as follows: District shall pay \$60 per hour for Speech Language Pathology. The VENDOR shall

work a maximum of 37.5 hours per week. The District shall pay the Contractor an hourly rate of \$60 for Speech-Language Pathology services during the extended school year, upon pre-authorization through the Exceptional Student Education Department.

- a) Partial workdays are reimbursed on a pro rata basis, based on the hourly rate.
- b) The contractor will attend all district-mandated professional development sessions with compensation.
- c) Attendance at voluntary professional development is not reimbursed unless prior written permission is obtained, attendance is authorized by the Exceptional Student Education Department or its designee, and the school principal.
- 9. District shall pay \$40 per hour for each Speech-Language Pathologist Assistant providing in-person therapy and/or teletherapy.

The VENDOR shall maintain a student schedule, including the hours of service for each ESE student served. A weekly log of services rendered by the VENDOR shall be submitted to the BOARD by the first business day of the following week. Upon verification of the services, the BOARD will make payments to the VENDOR within 14 days from the date of receipt of the VENDOR's statement. Statements should be mailed to:

Gadsden County Public Schools: Exceptional Student Education Services 35 Martin Luther King Blvd Quincy, FL 32351

- 10. During the entire term of this agreement and any extension or modification thereof, the contractor shall keep in effect a policy or policies of general liability insurance including professional liability coverage by contractor in relation to the performance of service(s) under this Agreement, of at least \$ 1,000,000 combined single limit for all damages arising out of death or injury to, or death from, each accident or occurrence and \$1,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 11. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. Any dispute in connection with this Agreement may be submitted to arbitration if mutually agreed upon by both parties. Sole and exclusive jurisdiction for any action brought in connection with this Agreement shall be in the County or Circuit Court for the Second Judicial Circuit in and for Gadsden County, Florida.
- 12. The VENDOR shall hold harmless, indemnify, and defend the BOARD, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed, or recovered against or from the BOARD, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive the termination of this Agreement and shall be binding on the parties, their successors, representatives, and assigns, and cannot be waived or varied. Nothing in this Agreement is intended to waive or limit the sovereign immunity to which the BOARD is entitled under Florida law.

- 13. The failure of either party to object to or take affirmative action with respect to any conduct of the other party which violates the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
- 14. The VENDOR will provide services consistent with the highest degree of care and shall comply with all medical and ethical requirements imposed by the Florida Department of Education or any other applicable regulatory agency. Additionally, the VENDOR shall comply with the requirements of the Florida Department of Education and the BOARD pertaining to ESE students.
- 15. The VENDOR shall provide the BOARD with copies of the professional license of the Speech Therapist who provides Services under this Agreement.
- 16. The VENDOR will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the VENDOR under the terms of this Agreement.
- 17. Neither the VENDOR nor the BOARD shall assign or transfer any interest in this Agreement without the written consent of the other party.
- 18. The VENDOR and the Superintendent of Schools, or their respective designees, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.
- 19. The relationship between the BOARD and the VENDOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.
- 20. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.
- 21. Any notice given or requested to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage pre-paid, to the BOARD at 35 Martin Luther King Blvd, Quincy, FL 32351, to the attention of the Director of Exceptional Student Education Services, and to the VENDOR at 303 NE 5th St. Havana, FL 32333 to the attention of Leslie Peterson MS CCC SLP, or at such other address as either party may direct in writing.

Gadsden County School Board Chairperson	Date	
Kesandra Brown, Exceptional Student Education Director	Date	_
Leslie Peterson, MS CCC SLP	Date	
Elijah Key, Gadsden County School Board Superintendent	Date	

SCHEDULE "A"

SERVICES PROVIDED BY SPEECH THERAPIST IN ACCORDANCE WITH FLORIDA STATE LICENSURE REQUIREMENTS:

- 1. Speech Therapy Treatments Evaluations
- 2. Consultative Service as related to Speech Therapy
- 3. Evaluations and quarterly reports on all students in the Program
- 4. Participation in IEPs and eligibility staffings as necessary
- 5. Provision of written home programs when appropriate
- 6. Professional development activities as agreed upon by the VENDOR and the BOARD

NON-REIMBURSABLE ACTIVITIES:

- 1. Sick days
- 2. Holidays
- 3. Vacation days
- 4. Lunch Time (30 minutes)
- 5. Continuing Education activities other than those included in Item 6 above
- 6. Travel/Mileage

SCHEDULE "B"

The BOARD will provide the Speech Therapist with the following:

1. ENVIRONMENT:

- 1. a) Adequate space, i.e., gym, cafeteria, clinic, and empty classrooms
- 2. b) Utilities (lights, water, A/C)
- 3. c) Housekeeping
- 4. d) Other equipment and supplies as agreed upon by the Board and the Vendor

2. ADMINISTRATION:

- 1. a) Coordination of the overall program
- 2. b) Communication with school district staff as appropriate

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:	
Superintend	ent of the Gadsden County School District
Name:	Elijah Key, Jr.
Title:	Superintendent
Signature:	
Date:	
Leslie Peters	on, MS CCC SLP
Name:	Leslie Peterson
Title:	Owner
Signature:	

Your license number is SA 8226.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.



The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.



STATE OF FLORIDA **DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE**

DATE	LICENSE NO.	CONTROL NO.
DECEMBER 30, 2023	SA 8226	122858

THE SPEECH-LANGUAGE PATHOLOGIST

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

EXPIRATION DATE: DECEMBER 31, 2025

LESLIE DANIELLE PETERSON **303 NE 5TH ST HAVANA, FL - 32333**

> Ron DeSantis **GOVERNOR**

Joseph A. Ladapo, MD, PhD STATE SURGEON GENERAL

> Scan QR Code for License Authentication

DISPLAY IF REQUIRED BYPLAW 52 of 167

DEPARTMENT OF HEALTH

CONTROL NO.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2025

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.

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). CONTACT NAME: PRODUCER Lynette Murphy (hpso) PHONE (A/C No Ext): E-MAIL ADDRESS: FAX (A/C, No): (833) 247-6181 Affinity Insurance Service, Inc. 1100 Virginia Drive, Suite 250 lynette.murphy@hpsocover.com Fort Washington, PA 19034-3278 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : INSURED INSURER B Leslie Peterson INSURER C 303 Ne 5th St INSURER D : Havana, FL 32333 INSURER E: American Casualty Company of Reading, PA 20427 null INSURER F **CERTIFICATE NUMBER: COVERAGES 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 ADDL SUBR POLICY EFF TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE CLAIMS-MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ AUTOS ONI Y AUTOS ONI Y \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** AGGREGATE CLAIMS-MADE \$ **RETENTION \$** DED WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ N / A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 01/15/2025 01/15/2026 Professional Liability 0713962639 Liability (Each claim) 1,000,000 E Liability (Aggregate) 3,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Proof of Coverage THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Affinity Insurance Service, Inc.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDATTEM NO. 8g			
DATE OF SCHOOL BOARD MEETING:July 22, 2025			
TITLE OF AGENDA ITEM: Memorandum of Understanding between The Pregnancy Center of Gadsden County, LLC and the School Board of Gadsden County.			
DIVISION: Exceptional Student Education			
No This is a CONTINUATION of a current project, grant, etc.			
PURPOSE AND SUMMARY OF ITEM: (Type and Double Space)			
This Memorandum of Understanding will establish a collaborative partnership			
between The Pregnancy Center of Gadsden County and the Gadsden County			
School Board to provide support services and educational resources to students in			
Gadsden County. The partnership aims to promote student well-being, academic			
success, and access to essential resources.			
FUND SOURCE: None			
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) numbered6			
CHAIRMAN'S SIGNATURE: page(s) numbered			
SCHOOL BOARD ATTORNEY: page(s) numbered			
This form is to be duplicated on light blue paper.			
REVIEWED BY:Page 54 of 167			

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

This Memorandum of Understanding (MOU) is entered into on this ___ day of _____, 20____, 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:

- 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.
- Assist students in accessing healthcare, childcare, and community resources.
- 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.
- 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

Kimberly Nelson

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

Authorized Representative	Authorized Representative
The Pregnancy Center of Gadsden County	The Gadsden County School Board
Date:	Date:

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

March, 27, 2025

Gadsden County School Board 201 Martin Luther King, JR. Blvd Quincy, FL 32351

Subject: Approval of Memorandum of Understanding for Youth Development Program

Dear Members of the Gadsden County School Board,

I am writing on behalf of The Pregnancy Center of Gadsden County, to formally request approval of a Memorandum of Understanding (MOU) between our organization and the Gadsden County School Board to implement our Youth Development Program in local schools. This program is a crucial initiative designed to equip students with the knowledge and skills necessary to make informed, healthy decisions about their relationships and futures.

By providing comprehensive relationship education, future planning, goal setting, and sexual risk avoidance, our program helps reduce teen pregnancy, sexually transmitted diseases (STDs), divorce, and domestic violence—critical issues impacting our community. Gadsden County faces significant challenges related to adolescent health and relationship stability, and many students lack access to the guidance needed to navigate these concerns. Our program fills this gap by delivering interactive, research-based education at no cost to students or their families.

Approval of this MOU will allow us to expand our reach, enhance program resources, and provide trained educators who can connect with students in meaningful ways. By integrating this program into local schools, we can ensure that more young people receive the tools necessary to build strong, healthy futures, ultimately fostering stronger families, safer communities, and a brighter tomorrow for generations to come.

We greatly appreciate your time and consideration of this request. We welcome the opportunity to discuss this initiative further and look forward to partnering with you in positively impacting the lives of our youth.

Sincerely,

Kimberly Nelson **Executive Director**

Kimbery Nelson

The Pregnancy Center of Gadsden County

Carter Paramore Academy 631 Stewart St. Quincy, FL 32351 Simmons-russc@gcpsmail.com 850-627-6030

April 3, 2025

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

Dear Members of the School Board,

I hope this letter finds you well. On behalf of Carter Paramore Academy, I would like to recommend the implementation Abella Health Clinic's Youth Development Program in our school district. We at Carter Parmore Academy agree that this program is a proven, effective tool in fostering student success by equipping them with essential life skills, relationship education, goal setting, and decision-making strategies that promote long-term well-being.

Why This Program Is Essential

Gadsden County faces high rates of teen pregnancy, STDs, divorce, and domestic violence—issues that can often be prevented through early education and empowerment. Abella's Youth Development Program addresses these challenges head-on by teaching students the importance of healthy relationships, future planning, and personal responsibility. Schools across the nation with similar programs report increased student engagement, improved attendance, and fewer behavioral issues, all contributing to a more positive and productive learning environment.

A Perfect Fit for Our Schools

Our students deserve the opportunity to build strong foundations for their futures, and this program provides them with the tools to do just that. Its flexible structure allows it to be tailored to the unique needs of our student body, ensuring that every participant gains valuable shills that will help them make informed choices and lead successful lives.

By implementing this program, we have the opportunity to positively impact our students and, ultimately, our entire community. I strongly encourage the board to consider this initiative as an investment in the well-being and future of our youth.

Thank you for your time and consideration. I would be happy to provide additional information or meet to discuss this further.

INTOP RUSS

Sincerely,

Mrs. Catina Simmons-Russ

Principal

Carter Paramore Academy

Gadsden County High School 27001 Blue Star Hwy Havana, FL 32333 hughesleekstam@gcpsmail.com 850-662-2300

April 3, 2025

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

Dear Members of the School Board,

I hope this letter finds you well. On behalf of **Gadsden County High School**, I would like to recommend the implementation Abella Health Clinic's Youth Development Program in our school district. We at **Gadsden County High School** agree that this program is a proven, effective tool in fostering student success by equipping them with essential life skills, relationship education, goal setting, and decision-making strategies that promote long-term well-being.

Why This Program Is Essential

Gadsden County faces high rates of teen pregnancy, STDs, divorce, and domestic violence—issues that can often be prevented through early education and empowerment. Abella's Youth Development Program addresses these challenges head-on by teaching students the importance of healthy relationships, future planning, and personal responsibility. Schools across the nation with similar programs report increased student engagement, improved attendance, and fewer behavioral issues, all contributing to a more positive and productive learning environment.

A Perfect Fit for Our Schools

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By implementing this program, we have the opportunity to positively impact our students and, ultimately, our entire community. I strongly encourage the board to consider this initiative as an investment in the well-being and future of our youth.

Thank you for your time and consideration. I would be happy to provide additional information or meet to discuss this further.

Sincerely,

Mrs. Tamika Hughes-Leeks

Principal

Gadsden County High School

James A. Shanks Middle School 1400 W King St Quincy, FL 32351 floydc@gcpsmail.com 850-875-8737

April 3, 2025

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

Dear Members of the School Board,

I hope this letter finds you well. On behalf of **James A. Shanks Middle School**, I would like to recommend the implementation Abella Health Clinic's Youth Development Program in our school district. We at **Shanks Middle School** agree that this program is a proven, effective tool in fostering student success by equipping them with essential life skills, relationship education, goal setting, and decision-making strategies that promote long-term well-being.

Why This Program Is Essential

Gadsden County faces high rates of teen pregnancy, STDs, divorce, and domestic violence—issues that can often be prevented through early education and empowerment. Abella's Youth Development Program addresses these challenges head-on by teaching students the importance of healthy relationships, future planning, and personal responsibility. Schools across the nation with similar programs report increased student engagement, improved attendance, and fewer behavioral issues, all contributing to a more positive and productive learning environment.

A Perfect Fit for Our Schools

Our students deserve the opportunity to build strong foundations for their futures, and this program provides them with the tools to do just that. Its flexible structure allows it to be tailored to the unique needs of our student body, ensuring that every participant gains valuable skills that will help them make informed choices and lead successful lives.

By implementing this program, we have the opportunity to positively impact our students and, ultimately, our entire community. I strongly encourage the board to consider this initiative as an investment in the well-being and future of our youth.

Thank you for your time and consideration. I would be happy to provide additional information or meet to discuss this further.

Sincerely.

Principal

James A. Shanks Middle School

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

Chairman of	f the Gadsden County School District Board
Name:	Leroy McMillan
Title:	Chairperson
Signature:	
Date:	
Superintend	lent of the Gadsden County School District
Name:	Elijah Key, Jr.
Title:	Superintendent
Signature:	
Date:	
The Pregnan	cy Center of Gadsden County
Name:	Kim_lerly Nelson
Title:	Authorized Representative
Signature:	
Data	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h			
DATE OF SCHOOL BOARD MEETING: July 22, 2025			
TITLE OF AGENDA ITEM: Request for Approval Fiber Repair			
DIVISION: Media & Technology			
This is a CONTINUATION of a current project, grant, etc.			
PURPOSE AND SUMMARY OF ITEM:			
Requesting approval to repair fiber that runs from 35 Martin Luther King Jr Blvd to Gadsden County High School. This repair is needed in order to maintain connectivity during outages.			
FUND SOURCE: ERATE-USAC			
AMOUNT: `\$31,328.00 ERATE PORTION: \$31,328.00			
PREPARED BY: John Thomas District Portion: \$0			
POSITION: Network Coordinator			
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER Number of ORIGINAL SIGNATURES NEEDED by preparer.			
SUPERINTENDENT'S SIGNATURE: page(s) numbered			
CHAIRMAN'S SIGNATURE: page(s) numbered			

Applied Com-Tek, Inc

Estimate

1750 Old Federal Road Quincy FL 32351 850-999-8848

Date	Estimate #
6/30/2025	07709

Name / Address	
Gadsden County Public Schools 35 Martin Luther King Blvd Quincy, FL 32351	

Terms	Project	
Due on receipt		

Item	Description	Qty	Rate	Total
48 Count Fiber	Repair of 48 Count Fiber to Gadsden County High	1,400	1.00	I,400.00
	School			
Labor	Directional Drill - Ralph Strong Road	1,200	20.00	24,000.00
nision	Fusion Splices	96	40.00	3,840.0
yco b	Tyco B Case	2	600.00	1,200.0
LEEVE	sleeves	96	1.00	96.0
ΓRAY	trays	4	30.00	120.0
OTDR Charge	OTDR	96	7.00	672.0
		Total		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO8i
DATE OF SCHOOL BOARD MEETING: July 22, 2025
TITLE OF AGENDA ITEMS: Enterprise Fleet Management
DIVISION: Trans
PURPOSE AND SUMMARY OF ITEMS:
The transportation department is requesting Board approval for the district to enter into a lease agreement with Enterprise Fleet Management, to defer the cost of purchasing fleet vehicles requiring replacements. This agreement would transition the district from purchasing district fleet vehicles to leasing vehicles to ensure all district fleet vehicles meet safety requirements for day-to-day operation by district employees. In addition, leased vehicles will remain under the manufacturer warranty and Enterprise Fleet will monitor mileage, age, and trade value to assist the district in determining when vehicles should be replaced. The perceived benefits of this agreement to the District: 1) employee safety and 2) significant reduction in cost to the general fund for purchase and maintenance of district fleet vehicles.
FUND SOURCE: Capital Outlay
AMOUNT: \$212,936.02
PREPARED BY: Matthew Bryant MB
POSITION: Transportation Director
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered
CHAIRMAN'S SIGNATURE: page(s) numbered
Be sure that the Comptroller has signed the budget page.



Fleet Synopsis

PREPARED FOR:

The School Board of Gadsden County, FL



Prepared By:

Jean R. Bordes
Account Executive
11034 Atlantic Blvd. Jacksonville, FL 32225
Email: jeanrene.bordes@efleets.com

Direct: (904) 661-1415





The School Board of Gadsden County, FL | IMPACT OF PARTNERSHIP

CURRENT SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 64% of the current light and medium duty fleet is over 10 years old
- · Resale of the aging fleet is significantly reduced
- Newer vehicles have a significantly lower maintenance expense
- Newer vehicles have increased fuel efficiency with new technology implementations
- Challenged by inconsistent yearly budgets
- · Currently vehicle budget is underfunded

FLEET SIZE
25
FLEET BUDGET
171,890
ODOMETER AVG
119,500
VEHICLE CYLE
14 Years

KEY CONSIDERATIONS | OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$75,490 in 10 years

- Shorten the current vehicle life cycle from 14.2 years to 5 years
- Free up more than \$48,395 in capital from the salvage of 16 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$49.85 vs. current \$187.5
- Provide a lower sustainable fleet cost that is predictable year over year□
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- 9 vehicles predate Anti-Lock Brake standardization (2007) 36% of Total Fleet
- 15 vehicles predate Electronic Stability Control standardization (2012) 60% of Total Fleet
- 16 vehicles predate Rear Automatic Braking (2016) 64% of Total Fleet
- 18 vehicles predate standardization of back up camera (2018) 72% of Total Fleet
- ESC is the most significant safety invention since the seatbelt

Piggyback SOURCEWELL Contract # 030122 that addresses the following:

Access to all fleet management services as applicable to the needs of The School Board of Gadsden County, FL Supports the need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RECOMMENDATION

By partnering with Enterprise Fleet Management, The School Board of Gadsden County, FL will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. The School Board of Gadsden County, FL will reduce fuel costs by 35% and reduce maintenance costs from \$187.5 on average to \$49.85 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, The School Board of Gadsden County, FL will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 10% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, The School Board of Gadsden County, FL will be able to replace all of its vehicles over the course of 5 years while creating a sustainable savings of \$125,397.73

THE IMPACT



Identify Effective

Vehicle Life Cycle



Decrease Administrative Burden and Downtime



Enhanced Reporting, Oversight, & Control



Local Team to Support Needs Nationwide



Newer Safer Vehicles Replace Every 4-5 yrs

The School Board of Gadsden County, FL | FLEET STATISTICS

FLEET SIZE

AVG AGE

AVG ANNUAL MILEAGE

AVG ANNUAL ACQUISITIONS

AVG MODEL YEAR HOLDING PERIOD

25

14.9

7,500

1.8

2009

14 Years













0K - 20k

20K - 40k

40K - 60k

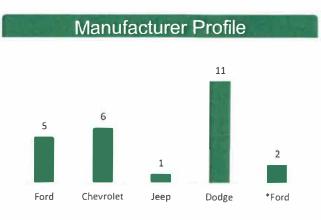
60K - 80k

80K - 100k

100k & >

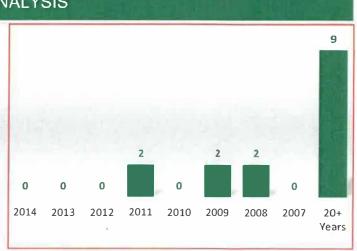
Vehicle Type	Quantity	Avg Age	Avg Annual Mileage
TRUCK	11	15.2	8,351
VAN	9	11.3	5,897
SUV	6	14.9	7,921
CAR	3	28.2	8,273
Totals/Averages:	29	14.9	7,474

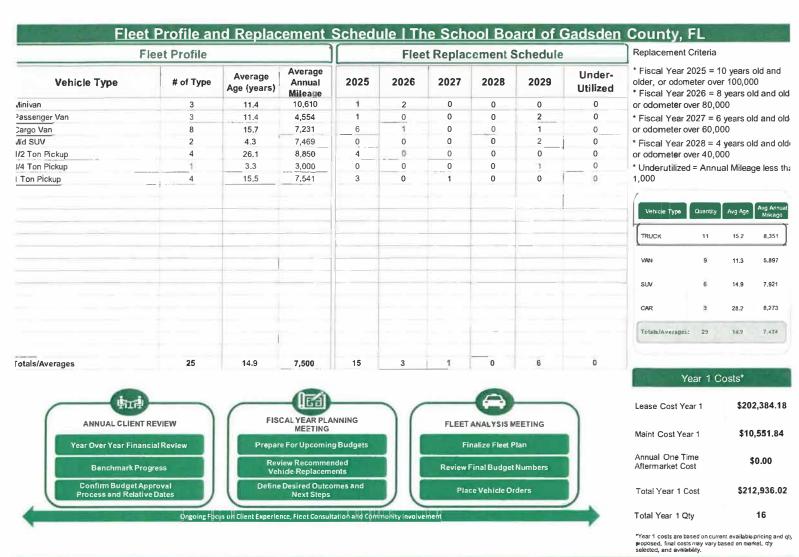




MODEL YEAR ANALYSIS







Fleet Planning Anlaysis | The School Board of Gadsden County, FL

Assumptions	Fleet Analyzed	25	Fleet Growth	0.00%	s s	Proposed Fleet	25
ig .	Current Cycle	14.29	Annual Miles	7,500	es ₀	Proposed Cycle	5.0
snu	Current Maintenance	\$187.50	Current MPG	13	doj	Proposed Maintenance	\$49.8
As	Maint. Cents Per Mile	\$0.30	Price/Gallon	\$3.00		1 Toposed Walltenance	ΨΨ

Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cas
IALYSIS BASED ON ORIGINAL RECOM	MENDATIONS FOR CON	CEPTUAL SAVING	S AND MAY CHA	NGE BASED C	N FINAL PROPO	SAL, CHANG	ES TO THE MA	RKET AND OTH	HER FACTORS			
Average	25	1.8	25	0	72,370	0	0	0	56,250	43,269	171,890	0
Year 1 ('25)	25	16	9	16	0	126,979	-48,395		29,822	33,577	141.983	29,906
Year 2 ('26)	25	2	7	18	0	143,291	-8,288		26,519	32,365	193,888	-21,998
Year 3 ('27)	25	1	6	19	0	152,300	-21,449		24,867	31, 7 60	187,477	-15,588
Year 4 ('28)	25	0	6	19	0	152,300	0		24,867	31,760	208,926	-37,037
Year 5 ('29)	25	6	0	25	0	203,568	-72,748	-185,172	14,957	28,125	-11,270	183,160
Year 6 ('30)	25	16	0	25	0	203,568	0	-27,589	14,957	28,125	219,061	-47,171
Year 7 ('31)	25	2	0	25	0	203,568	0	-20,550	14,957	28,125	226,099	-54,210
Year 8 ('32)	25	1	0	25	0	203,568	0		14,957	28,125	246,650	-74,760
Year 9 ('33)	25	0	0	25	0	203,568	0	-77,535	14,957	28,125	169,115	2,775
Year 10 ('34)	25	6	0	25	0	203,568	0	-185,172	14,957	28,125	61,478	110,412

Lease Rates are conservative estimales

"Estimated Projected Fleet Equity is based on the current fleet "sight unseen" based on replacement year nd can be adjusted after physical inspection and may change based on market factors, these are not guaranteed values

ease Maintenace costs are exclusive of tires unless noted on the lease rate quote

\$150,880

Estimated Current Fleet Equily**

10 Year Savings*

SAVINGS

\$75,490

Total Savings Impact* \$125,398
*Total Savings Impact Includes unrealized equity
of \$49.908

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CASE STUDY | CAHOKIA PUBLIC SCHOOL DISTRICT 187



School District Updates Vehicles and Saves 79% in Maintenance Spend.

BACKGROUND

Limbon

Carlling 10

Andhettey.

Public School District

Total vehicles

33 vehicles

THE CHALLENGE

The Cahman Public Station District CHEC has a rapidly at 1 g flash and was starting to feel the effects of servicing older vehicles. The average age of CPSD vehicles wills 13 years cld. The district needed to replace the older vehicles and time a way to lower maintenance expenses which were impacting the capital to 135. CPSD as with the effect of the capital to 135. CPSD as with the effect of the capital to 135. CPSD as with the effect of the capital to 135. CPSD as with the effect of the capital to 135.

THE SQUUTION

Outsourcing the management and maintenance of treir vehicles to Entirprise Fiest Management allowed CPSD to refocus on students and employees istead of dedicating time and money on school vehicles. A sustainable, long-term feet plan was created to ensure each department has access to newer vehicles appropriate to the artist safety to sures.

"Enterprise Fleet Management has made it easy for us to manage our fleet, especially when it comes to maintenance. We were worried about how we were going to manage maintenance since recent budget cuts only allotted us one vehicle technician for our entire fleet. With Enterprise, we no longer need to worry. We know every car in our fleet is reliable, and if we do have a problem, Enterprise Fleet Management works quickly to ensure it is handled."

Circuitore, CFC Current Matrix School Shire Life

B) utrizing the Entercrise Full Maintenance program and an equity lease structure. CPSD is able to budget fleet expenses in a centrolled, accountable way, each year B) replacing the activities their year attack to made a serily lifetime years. The district is maximizing the fleet's resale value. This proactive approach helps the district plan for the future and offers additional capital to invest in more vehicles if needed.

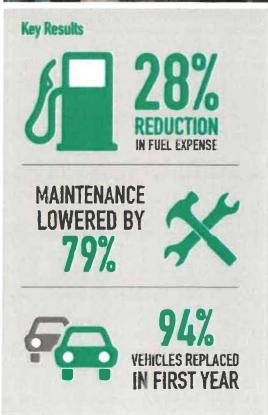
THE RESULTS

In the first year of working with Enterprise Fleet Management team helped CPSD definity two ventures that were unnecessary freeing additional capital. The budgeted maintenance program saved the distinct over \$40,000 in the first year and reduced venture amplioyee downtime. The program also gives the distinct peace of mind knowing that when maintenance is needed, they depend on a comprehensive network of professional service attenders.

To learn more, visit effects com or call 177-23-FLEET.

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The School Board of Gadsden County, FL | PROGRAM RESOURCES

SAFETY

64% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

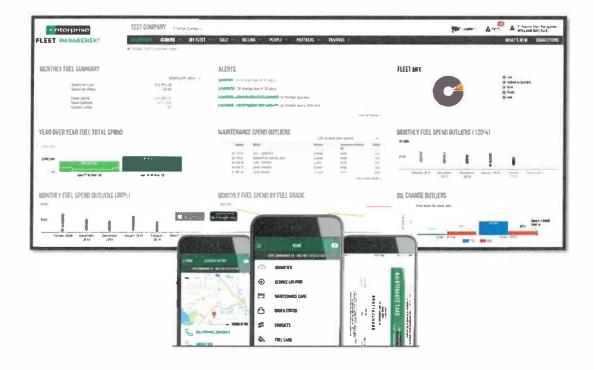
The School Board of Gadsden County, FL will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs."

Your dedicated Account Team meets with you 3-4 times a year for both financial and strategic planning. Account team will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- Consolidated Invoices Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization Review the life-to-date maintenance per vehicle
- Recall Information See which units have open recalls
- License & Registration See which plate renewals are being processed by Enterprise and view status
- · Alerts Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to specific lease or transaction



The School Board of Gadsden County, FL | REFERENCES

Current Partners

City of Lake City City of Bunnell Columbia County Town of Havana City of Hiram Madison County City of Quincy City of Norcross
City of Quitman
The School Board of Columbia County, Florida
City of Savannah
School Board of St. Lucie County
St. Johns County School Board
Bacon County

References

Below is a list of client references including company name, contact person, and telephone numbers

The School Board of Columbia County

(386) 755-8031, hatcherk@columbiak12.com Keith Hatcher, Director of Purchasing and Risk Management

Madison County, Florida

(850) 973-3179 Sherilyn Pickels, County Manager

Pierce County, Georgia

(912) 449-2022

Raphel Maddox, County Manager

COOPERATIVE PARTNERSHIPS:

TIPS/TAPS USA Contract # 240502, Effective 07/01/2024-12/31/2027 SOURCEWELL Contract # 030122, Effective 05/04/2022 - 04/18/2026 E&I Contract # CNR01399, Effective 4/1/2016 through 12/31/2027

The School Board of Gadsden County, FL

THE GOIL	loor board or	Out.	Jucii C	2001KY, 1 L						Equi	ty Lease Men	Pricing						
Quote#	Vehicle Type	Year	Make	Model	Trim LeveUspecs	AME NOW	Engine	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year	Cost of Altermarket (capped into payment)	Vali	imated Resale lue at Term by Quantily
	1/2 Ton Pickup	2025	Chevrolet	Silverado	1900 Custom Trait Boss 4x4 Crew Cab		Duramax 3,0L Turbo-Dieset 6	1	60 Months	7000	\$ 1,062.66	\$ 58.68	\$ 13,458.47	\$ 12,754.31	\$ 704.16	\$ (*)	\$	19,138.00
	1/2 Ton Pickup	2025	Chevrolet	Sliverado	1500 LT w/1LT 4x2 Crew Cab		Duramax 3.01. Turbo-Diesel 16	1	60 Menths	7000	\$ 1,021.76	\$ 58.68	\$ 12,985.30	\$ 12,261.16	\$ 704.16	.	\$	18,460.00
	1/2 Ton Pickup	2025	Chevrolet	Silverado	1500 Cusiom 4/2 Crew Cab		TurboHax	2	60 Months	7000	\$ 676.03	\$ 51.31	\$ 11,152.12	\$ 21,072.81	\$ 1,231.44	s -	\$	31,640.00
	1, Ton Pickup	2025	Chevrolet	Sitverado	3500HD Work Truck 4x4 Crew Cab		6.6L V8	1	60 Months	7000	\$ 1,054.47	\$ 66.19	\$ 13,447.66	\$ 12,653.60	\$ 794.25	s in	\$	25,483.00
	Cab Chassis	2025	Chevrolei	Silverado	3500HD Chassis Work Truck 4k4 Crew Cab	Dual Wheel Service Body with Crane	Duramax 6.6L Turbo-Diesel V8	1	60 Months	7000	\$ 2,130.77	\$ 68.19	\$ 26,363.56	\$ 25,569.20	\$ 794.28	\$ 48,510.00		24.976.00
	Passenger Minivan	2025	Chrysler	Pacifica	Select Front-Wheel Drive Passenger Van		3.6L VB 24V WT UPC I WESS	1	60 Months	7000	\$ 848.24	\$ 51.31	\$ 10,794,60	\$ 10,176.88	\$ 615.72	\$ 4	:	9,211.00
	Passenger Van	2025	Chevroles	■xpress	Express 2500 L\$ 12 Passenger Van		4.3L V6 DI VVT	1	60 Months	7000	\$ 903.50	\$ 53.70	\$ 11,488.38	\$ 10,841.9	\$ 644.40	t	\$	15,815.00
	3/4 Ton Cargo Van	2025	RAM	ProMaster	2500 High Roof Cargo Van 159 in. WB		3.6L V6 24V VVT	1	60 Months	7000	\$ 991.69	\$ 53.70	\$ 12,544.73	\$ 11,900.3	3 644,40	\$ <u>+</u>	\$	13,801.00
	1/21 on Cargo Van	2025	RAM	ProMaster	1500 Base Cargo Van High Root 136 in. WB		3,6L V6 24V V/7	5	60 Months	7000	\$ 947.75	\$ 51.31	\$ 11,988.72	\$ 58,885.00	\$ 3,076.80	\$ =	1	44,140.00
	Cab Chassis	2025	RAM	ProMaster	3500 Cutaway Low Roof Chassis Extended 159 in. WB	Custom Box Body	3.6I. V6 24V VV I	2	60 Months	7000	\$ 1,178.62	\$ 55.65	\$ 14.813.62	\$ 28,286.8	\$ 1,340.40	\$ 15,000.00	\$	27,602.00

^{*}Lease rates are based upon factory order pricing and miles per year

Pricing does not include any applicable taxes

Quotes provided are based on SOURCEWELL Contract # 030122

1	202,384.18	Lease Cost Year 1
	10,551.84	Maint Cost Year 1
		One Time Aftermarket Cost
Total Year Vehicle Qty 16	212,936.02	Year 1 Cost
	7	
Cost Year 1 \$ 164,541.0	48,395.00	Total Year 1 Estimated Equity (Current Vehicles)
Cost Years 2 - 5 \$ 851,744.0	164,541.02	Total Year 1 Replacement/Growth Minus Equity
Totat: \$ 1,016,285.0		
Gain From Resalt at Term \$ (230,186.0	230,186.00	Estimated Resale Value at Term by Quantity (Leased Vehicles)
Net Total. \$ 706,099.0		
Average Net Cost Per Year \$ 157,219.8		

^{**}Maintenance includes one set of brakes and no tires

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA AGENDA ITEM NO. 8j DATE OF SCHOOL BOARD MEETING: July 22, 2025 TITLE OF AGENDA ITEM: Purchase of (4) MIS Security Weapons Detection Systems **DIVISION:** Safety and Security Department This is a CONTINUATION of a current project, grant, etc. PURPOSE AND SUMMARY OF ITEM: School Safety is requesting approval to lease to own 4 Weapon Detection units (metal detectors) to ensure the safety and security of students, staff and community members on the Gadsden County High School campus. Features of the weapon protection system include portability, rapid deployment, minimal personnel to operate requirements, local and remote monitoring, capacity to accurately locate threats and target specific threats, medical device safety, convenient software upgrades and affordable acquisition options. The lease to own option includes monthly maintenance, regularly scheduled upgrades, 24/7 online support and 24/7 E-training. FUND SOURCE: General Fund/School Safety AMOUNT: \$3,200/month for (4) Weapon Detection Units (48-month lease to own) PREPARED BY: Lt. Tiffany Parsons-Buckhalt, School Safety Specialist **POSITION:** 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:



Gadsen County School District 7/9/25

MIS Security is pleased to provide the following RONINTM Enterprise System pricing options for Gadsen County School District.

The Portable RONINTM Enterprise System monthly subscription pricing includes the following:

- RONIN Enterprise System with Portable Base Kit and camera-in-bollard, 110 power cord and battery. Monitoring device such as tablet or Laptop not included.
- SW Licensing and Updates for Life of Subscription
- HW Enhancements for Life of Subscription
- 2- day onsite implementation training

SUBSCRIPTION PRICING (Based on a 48 month Subscription)	OPTION 1
1-4 Systems	\$800
5-9 Systems	\$775
10 or more Systems	\$750

The Portable RONINTM Enterprise System pricing includes the following:

- RONIN Enterprise System with Portable Base Kit and camera-in-bollard, 110 power cord and battery. Monitoring device such as tablet or Laptop not included.
- Unlimited SW Licensing and Updates
- One year HW warranty
- Web training and two-day onsite training

PURCHASE PRICING	OPTION 2
1-4 Systems	\$34,750
5-9 Systems	\$33,250
10 or more Systems	\$29,000

Options:

It has been our consistent experience from working with organizations undertaking these initiatives that a successful deployment is significantly dependent upon a well-defined operational plan executed by a competent staff who is fully trained on both the screening technology as well as behavioral techniques to identify potential threats during the screening process with the underlying goal of keeping the crowd moving without compromising safety.

The following are optional services and equipment offered as part of this proposal.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a
DATE OF SCHOOL BOARD MEETING: July 22, 2024
TITLE OF AGENDA ITEM: Purchase Order Request for Jenkins HVAC
DIVISION: Facilities
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM: This request is for School Board approval to issue a
purchase order to Jenkins HVAC, LLC. in the amount of \$34,500.00. Attached is the proposal to
install 3 new 5-ton split systems at Gadsden Technical College and remove the old 15-ton unit.
FUND SOURCE: General
AMOUNT: \$34,500.00
PREPARED BY: Brenton Hudson BEH
POSITION: Director of Facilities
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:
-//

ESTIMATE

Jenkins HVAC, LLC 1990 Juniper Creek Rd Quincy, FL 32351 jenkinshvac.b@gmail.com +1 (850) 879-0105



Gadsden County School Board 805 South Stewart St. Quincy, Florida 32351-5737 United States Ship to Gadsden County School Board 805 South Stewart St. Quincy, Florida 32351-5737 United States

Estimate details

Estimate no.: 1117

Estimate date: 07/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	07/02/2025	Services	Location : GCI Tech. Customer requested quote to install 3	1	\$34,500.00	\$34,500.00

new 5 ton split Systems in GCI building and remove old 15 ton unit.

Job Scope:

Begin recovering all the freon out of old 15 Ton split system unit and other old unit. Lock-out tag-out power, Begin dis-connecting both condensers and air handlers, completely remove old units and plumbing. Dis-card of old unit.

Begin installing (3) New 5 Ton Split system units in place of old 15 ton unit. Run all new Copper line-sets and electrical whips, Install and mount condensers and air-handlers in field verified locations. Run new thermostat wire and install 3 new Thermostats. Hook-up plumbing and electrical. Hook Air handlers up to existing Duct work, make proper modifications to connect. Pressure test all 3 new systems, pull vacuums and charge all new systems with new R-32 freon . Preform Start-ups and check all operations. Clean up work areas and discard of trash and old materials

Equipment: QTY: 3

MFG: Goodman

Model: B68-938 GLZS4BA6010 Type: Split-System Heat-Pump

Freon: R-32 BTU's : 60,000 Ton: 5

Volts: 203/230v 1pH

Warranty:

5 Year Manufacture 1 Year Parts and Labor

Total

\$34,500.00

Accepted date

Accepted by

7/10/25

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA AGENDA ITEM NO. 9b DATE OF SCHOOL BOARD MEETING: July 22, 2024 TITLE OF AGENDA ITEM: Purchase Order Request for PPM Sports Turf for Pest and Weed Control Services for Athletic Fields -District Wide. **DIVISION:** Facilities This is a CONTINUATION of a current project, grant, etc. PURPOSE AND SUMMARY OF ITEM: The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on their Bid #2417-2025 Pest and Weed Control Services for Athletic Fields -District Wide for fiscal year 2025-2026. This request is for School Board approval to extend the agreement for the 2025-2026 fiscal year with PPM Sports Turf for pest and weed control services and issue a purchase order in the amount of S32, 560.00. These services would be utilized at Gadsden County High, West Gadsden Middle and Havana Magnet. Attached is a copy of the price sheet that incorporates a price escalation approved on July 1, 2025, and the proposals for Gadsden County High, West Gadsden Middle and Havana Magnet. **FUND SOURCE**: GCHS-1100E 7900 3500 0051 31000 WGMS -1100E 7900 3500 0052 31000 HMS-1100E 7900 3500 0091 31000 AMOUNT: GCHS-\$16,266.25 WGMS-\$13,477.75 HMS -\$2,816.00 BEH PREPARED BY: Brenton Hudson POSITION: Director of Facilities 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:



6637 North Monroe St. Tallahassee, FL 32303 (850) 321-0792 FAX (850)765-3147

jimnyppmstakemail com

PROPOSAL SUBMITTED TO:		Proposal Date: 6/16/202				
FRUFUSAL SUBIV		PROPOSED SERVICE LOCATION:	Gadsden C	ounty High S	ichool	
Gadsen County Scl	nools	Footba	ll Field = 2	.5		
ATT: Brent HUdsor	, Facilities	Baseball Field = 2.7				
35 Martin Luther K	ing Jr. Blvd.	Softball	Field = 1.	25		
Quincey, Fl 32351		Practi	ce Field = :	2		
	Sports Turf	Proposal for 2025-2026				
Season / Month	DESCRIPTION OF APPLICATION:			Cost/Acre:	Total:	
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy V	Weed control.	8.45	\$197.50	\$1,668.8	
Insecticide - FA/MC	Insecticide using Topchoice Mole Crickets.		8.45	\$325.00	\$2,746.2	
Postemergence #1	Postemergence herbicide application for sedg	ge control.	8.45	\$190.00	\$1,605.50	
Posternergence #2	Postemergence herbicide application for sedge control.			\$190.00	\$1,605.50	
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.			\$197.50	\$1,668.8	
Fertilizer #1	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.2	
Fertilizer#2	Fertilizer with slow release nitrogen @ 1 lb/N	9 X44F4C-17	8.45	\$165.00	\$1,394.2	
Fertillzer#3	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.2	
Fertilizer#4	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.25	
Fertilizer#5	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.2	
Bid Reference	We agree to allow you to piggyback on our bid					
*Contact me if you have a	Bid #2417-2025 Pest and Weed Control Servic by questions or concerns regarding this informa				440.000.00	
	all or fax. Thank you for your valued business.	, and the process of	Т	otal:	\$16,266.25	
	Best Regards,	Jimmy Evans, Pro	esident			
_	ne above proposal.	8 Musky	Date /	12/25	Customer	



6637 North Monroe St.
Taliahassee, FL 32303
(850) 321-0792
FAX (850)765-3147

ilmmyppmst@gmail.com

PROPOSAL SUBN	AITTED TO:	Proposal Date:			6/15/2025
		PROPOSED SERVICE LOCATION: V			
Gadsen County Sc		Football Field = 2.5			
ATT: Brent Hudson	-		ll Field = 2.		
35 Martin Luther	King Jr. Blvd.		Field = 1.2		
Quincey, Fl 32351			ce Field = 2		
	Sports Turf	Proposal for 2025-2026	5		
Season / Month	DESCRIPTION O	F APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Wo	eed control.	8.45	\$197.50	\$1,668.88
Insecticide - FA/MC	Insecticide using Topchoise for Mole Crickets.		8.45	\$325.00	\$2,746.2
Postemergence #1	Postemergence herbicide application for sedge	control.	8.45	\$190.00	\$1,605.50
Posternergence #2	Postemergence herbicide application for sedge	control.	8.45	\$190.00	\$1,605.50
Fall Pre/Post March	Pre/Posternergent for Broadleaf and Grassy Weed control.			\$197.50	\$1,668.88
Fertilizer #1	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.25
Fertilizer #2	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.25
Fertilizer#3	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$165.00	\$1,394.25
Bid Reference	We agree to allow you to piggyback on our bid Bid #2417-2025 Pest and Weed Control Service				
SCOOL AND YOU					
•	iny questions or concerns regarding this informa nail or fax. Thank you for your valued business.	tion. After your review please sign below and	Te	otal:	\$13,477.75
	Best Regards,	Jimmy Evans, Pr	esident		
Customer	Signature/Title Yes, We a	gree to the above proposal.	Dat	e 7/2/2	25



6637 North Monroe St. Tallahassee, FL 32303 (850) 321-0792 FAX (850)765-3147

immyppmst@gmail.com

PROPOSAL SUBMITTED TO:		Proposal Date: 6/			6/16/2025	
THOI OSAL SOBINI	PR	PROPOSED SERVICE LOCATION: Havana Magnet School				
Gadsen County Sch	ools					
ATT: Brent Hudson,	Facilities	Football	Field = 2.5	6		
35 Martin Luther Ki	ng Jr. Blvd.					
Quincey, Fl 32351						
	Sports Turf Pro	oposal for 2025-2026				
Season / Month	DESCRIPTION OF A	PPLICATION:	Acreage:	Cost/Acre:	Total:	
		1-1111-11-11				
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed co	ontrol.	2.56	\$197.50	\$505.60	
Insecticide - FA/MC	Insecticide using Topchoice for Mole Crickets.		2.56	\$325	\$832.00	
			4			
Postemergence #1	Postemergence herbicide application for sedge cont	rol.	2.56	\$190	\$486.40	
Postemergence #2	Postemergence herbicide application for sedge control.		2.56	\$190	\$486.40	
			2.56			
Fail Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.			\$197.50	\$505.60	
			1			
			1			
			1 1		1	
Bid Reference	We agree to allow you to piggyback on our bid agree	ement with Leon County Schools				
	Bid #2417-2025Pest and Weed Control Services for A	Athletic Fields District Wide.				
*Contact me if you have an	questions or concerns regarding this information. Af	ter your review please sien helow and				
	Il or fax. Thank you for your valued business.	ter your review please sign below and	To	otal:	\$2,816.00	
	Best Regards,	Jimmy Evans, Pre	sident			
Yes, We agree to the	ture/Title	If Ison	Date 77	1.2/25	Customer	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM N	O10a
DATE OF SCHOO	DL BOARD MEETING: July 22, 2025
TITLE OF AGENDA	A ITEM: Advocacy Committee Representative and Advocacy Committee Alternate
	Themate
DIVISION: Adm	inistration
This is a CO	ONTINUATION of a current project, grant, etc.
PURPOSE AND SU (Type and Double S	UMMARY OF ITEM: Space)
Florida School Boa	ards Association require each district school board to appoint a member to
serve on the Advoc	cacy Committee Representative and the Advocacy Committee Alternate
(formerly known as	s the Legislative Committee).
FUND SOURCE:	N/A
AMOUNT:	N/A
PREPARED BY: POSITION:	Elijah Key Superintendent
INTE	ERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
Number of C	ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDEN	T'S SIGNATURE: page(s) numbered
	NATURE: page(s) numbered

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

Date of School Board Meeting: July 22, 2025

TITLE OF AGENDA ITEM: GCHS Football Team Out of State Field Trips

DIVISION: Secondary Education

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

PURPOSE AND SUMMARY OF ITEM:

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Gadsden County High School Football Team is requesting approval for three (3) out-of-state field trips to Tifton, Georgia, Douglas, Georgia and East St. Louis, Illinois. Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Lisa Robinson

POSITION: Assistant Superintendent, Academic Services PreK-12

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 ______

1/9/25

9.25 RCV

THE SCHOOL BOARD OF GADSDEN COUNTY

Educating Every Student Today, Making Gadsden Stronger Tomorrow

FIELD TRIP REQUEST

FOR	M MUST I	BE RECEIVED IN DIS	TRICT OFFICE	2 WEEKS PRIOR	TO TRIP	
DATE OF REC	UEST:	SCHOO	SCHOOL: CONTA		OR FIELD TRIP:	
4/24/25		Gadsden County High		Dennis J	lloye	
DATE OF T	RIP:		WHO IS ATTENDING: (grade/organization)			
8/22		Gadsden Football Feam				
		ATION:		TRAVELING	BY:	
TIPH	County	High School	School	ol Bus/District Vehi	cle	
Tiff	, GA	High School	☐ Chart	er Bus		
		Came VS 1				
Diagonio		I tildi kisti		Budget		
3. Signed Permi4. Complete fina5. Documentation	gnature of participan ssion Form fo al itinerary on showing co	ns for approval: Its and chaperones or each participant. Orrelation of the Florida the field trip request	1. Principal's signature 2. Complete list of participants and chaper 3. Signed Permission Form for each partici 4. Complete final itinerary Clorida 5. Copy of charter bus contract with signature		d chaperones ch participant. ith signatures	
Signature of Person Requesting Trip		A proval of Principal (Signature required)				
Super	R-fm-	APPROVED	DEN	IED 07/89/2	5	

Gadsden County High School Football Itinerary vs. Tift County HS

Date: Friday, August 22, 2024

Location: Tift County High School, 1 Blue Devil Way, Tifton, GA 31794

12:30pm Release Football Players

12:45pm Load Equipment/Load Bus

1:00pm depart GCHS

3:00pm arrive in Tift, Georgia/Pre Game Meal

Pre-Game Meal Golden Carroll

4:30pm Depart Golden Carroll

4:45pm arrive at Tift County High

7:30pm KICK OFF

9:30pm Post Game Meal at Stadium

10:00pm Depart Tift County

12:00pm arrive back at GCHS (Parent Pick Up)

9/25 RCU

THE SCHOOL BOARD OF GADSDEN COUNTY

Educating Every Student Today, Making Gadsden Stronger Tomorrow

FIELD TRIP REQUEST

FOR	M MUST	BE RECEIVED IN DIS	TRICT OFFICE	2 WEEKS PRIO	R TO TRIP
DATE OF REQ	UEST:	SCHOO	CHOOL: CONTACT FOR FIELD		
412412	5	Gadsden C	ounty High	Dennis	Maye
DATE OF TH	RIP:	WHO I	S ATTENDING:	(grade/organizati	on)
9/12		Football	Feam		
	LOC	ATION:		TRAVELING	G BY:
Coffe	e Cur	oty High	School	ol Bus/District Vel	nicle
Doug	185, E	A	□ Chart	er Bus	
	Gam	e Chech will trip: Please mark and	be given.		
Students	2 4315 13414	Fundraiser	X	School/District Budget	
 Signed Permis Complete fina Documentation 	mature of participa ssion Form l itinerary n showing o enchmark t	ants and chaperones for each participant. correlation of the Florida to the field trip request	1. Principal 2. Complete 3. Signed Pe 4. Complete 5. Copy of c 6. Proof of It as insured	_	and chaperones ach participant. with signatures ther district or school
ann X	olyn	APPROVED Designee	DEN	TED 2/04/25 Bate	

Gadsden County High School Football Itinerary vs. Coffee County HS

Date: Friday, September 12, 2025

Location: Coffee County High, 159 Trojan Way, Douglas, GA 31533

12:30pm Release Football Players

12:45pm Load Equipment/Load Bus

1:00pm depart GCHS

3:00pm arrive in Douglas, Georgia/Pre Game Meal

Pre-Game Meal Golden Carroll

4:30pm Depart Golden Carroll

4:45pm arrive at Coffee County High

7:30pm KICK OFF

9:30pm Post Game Meal at Stadium

10:00pm Depart from Coffee County High

12:00pm arrive back at GCHS (Parent Pick Up)

THE SCHOOL BOARD OF GADSDEN COUNTY

Educating Every Student Today, Making Gadsden Stronger Yomorrow

FIELD TRIP REQUEST

FORM MUST	BE RECEIVED IN DIST	TRICT (FFICE 2	WEEKS PRIOR	TO TRIP
DATE OF REQUEST:	SCHOO	SCHOOL: CONTACT FOR F			R FIELD TRIP:
4/24/25	Gedsdan Can	Godsdan County High			Mye
DATE OF TRIP:	WHO IS	S ATTE	NDING: (grade/organizatio	n)
1915/25	Footbe		Fean)	
7.04	NA STRONG			ATT ATT DIO	n.,
	cation: 5 High School			TRAVELING	
1	•		☐ School	Bus/District Vehi	cle
East St	Lovis, Illinois		Charte	r Bus	
PURPOSE: Footbag	Il Game Us had. They are se	Nation ending	nilly a geme	Ranked Gas	A st Loss
FUNDING source of this fie	d trip: Please mark and "	'X" in the	e appropria	te box	
Students	Fundraiser	$ \times$	(School/District Budget	
	pants and chaperones in for each participant. It is correlation of the Florida is to the field trip request	1. 2. 3. 4. 5. 6.	Principal's Complete Signed Pe Complete Copy of cl Proof of In as insured	S-Required items s signature list of participants are mission Form for ex final itinerary marter bus contract w asurance showing eit of Principal (Signature)	nd chaperones ach participant. ith signatures ther district or school
Visa Roch	APPROVED	-	DEN	IED 01/09/25	

Gadsden County High School Football Field Trip Itinerary to East St Louis, Illinois (East St Louis, Illinois) Sep 5 & 6, 2025

East St Louis High School

Address: East St Louis High School 4901 State St, East St Louis, IL 62205 Athletic Director: Darren Sunkett

Sep,5 2025-Friday

12:30 PM - Leave GCHS

3:00pm: Fly from Panama City Airport

7:00pm: Arrive in St Louis

9:00pm: Check-in Hotel (Springhill Suites) & Dinner

10:00pm: Team meeting

11:00: Lights out

Sep. 6. 2025- Saturday

8:00 am- Breakfast

11:00 am- Team meeting/ walk through

12:30 pm- Lunch

3:00 pm-Pregame Meal

4:00 pm- Arrive at East St Louis High School Football Stadium

7:30 pm- Game time

Sep.7, 2025- Sunday

7am- Fly back back home

Chaperones

- Dennis Moye (District Employee)
- Russell Ellington (District Employee)
- Travis Gordon
- Tyree Johnson (District employee)
- Melvin Henderson (District employee)
- Eric Toussiant (District employee)
- There will be 12 adults total

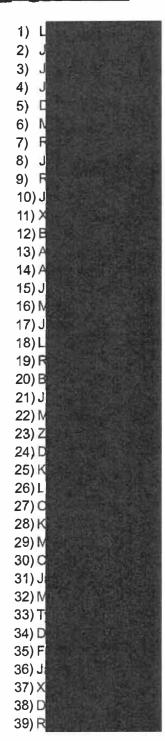
Hotel Rules

Hotel: TBA

Hotel Rules

- 1) No leaving the hotel for any circumstance
- 2) No visitors in players rooms; family meet in lobby
- 3) Chaperones will rotate every hour after curfew on the team floor
- 4) All parents will sign a contract agreeing to all rules
- 5) Coaches will have keys to all rooms

Spring Travel Roster



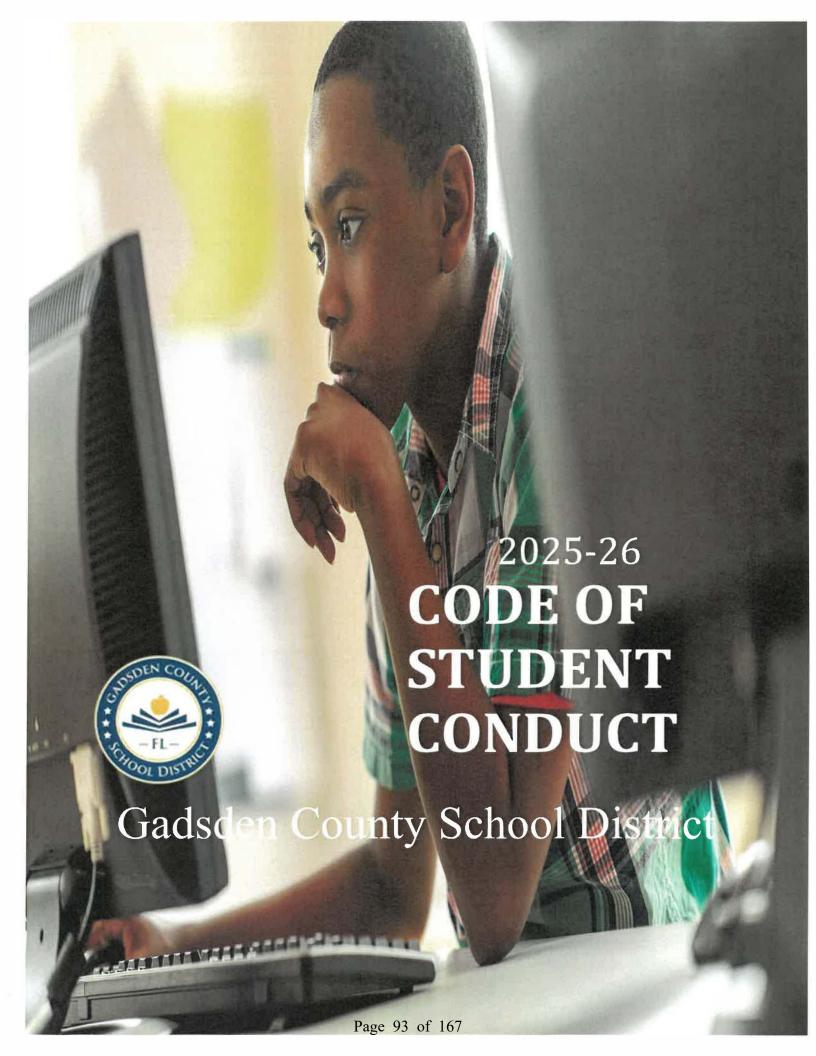
Coaches

- 1) Ellington
- 2) Johnson
- 3) Dabady
- 4) Dennis
- 5) Coach Gordon

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10c
DATE OF SCHOOL BOARD MEETING: July 22, 2025
TITLE OF AGENDA ITEM: Approval of the 2025-2026 Code of Student Conduct
DIVISION:
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM:
As required by School Board Policy 2.25, Board approval is requested for the new 2025-26 Code
of Student Conduct.
FUND SOURCE: NA
AMOUNT: N/A
AGENDA ITEM PREPARED BY: Dr. Sylvia R. Jackson
POSITION: Assistant Superintendent for Support Services
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

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 comprise 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
Expectations for Student
Learning Student Social and
Emotional Well-Being Dedicated
and High-Quality Team

1/2

Positive Climate and Safe Environment Efficient Operations

Engaged and Invested Community

. 1/2

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 an GCSD <u>disciplinary investigation</u>. In addition, parents/guardians may request their student 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.
- <u>Safe Harbor</u> 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 <u>before</u> an investigation or screening starts. The student could still receive a discipline referral, but not a consequence. (Please note not all <u>zero tolerance</u> offenses, such as firearms and weapons, qualify for Safe Harbor)
- Students who commit a <u>Level 4</u> offense will be recommended for <u>expulsion/full exclusion</u> 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.
- <u>Searches</u> 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.gadsdenschools.org

School Name		Grade
Print Student Name	Student Signature	Date
Print Parent/Guardian Name	Parent/Guardian Signature	Date

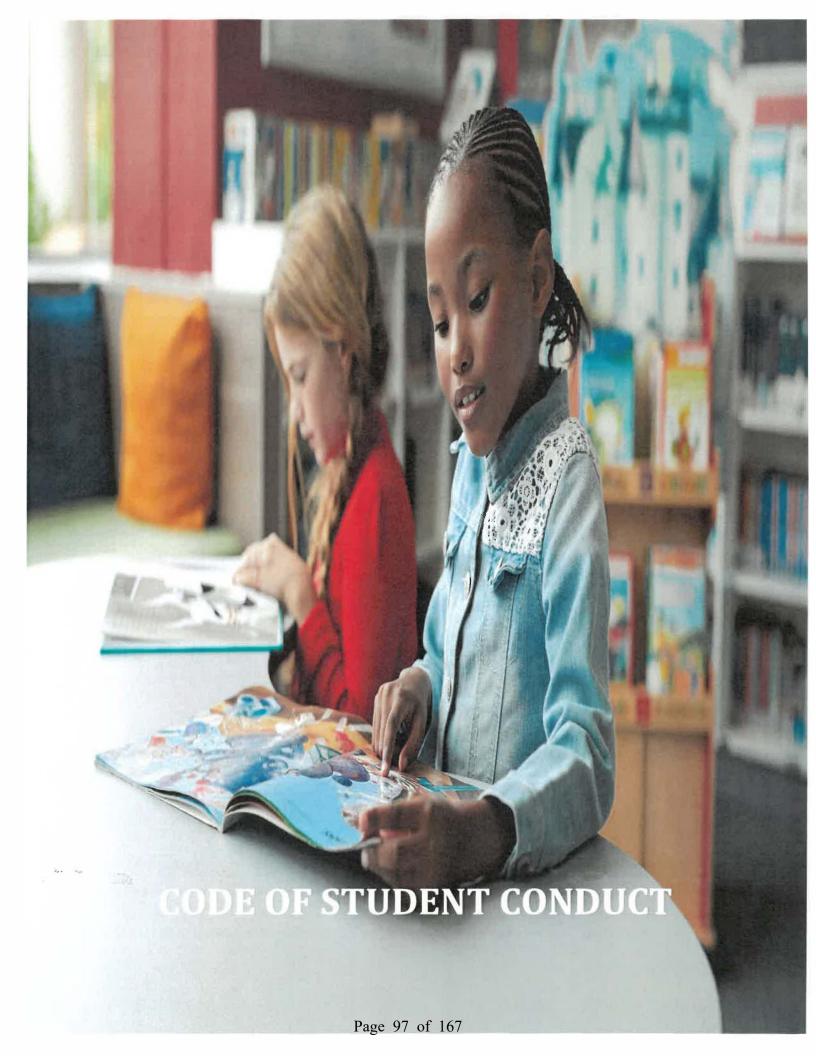
<u>PARENTS/GUARDIANS</u>: The Code is reviewed with your child at school; however, it is important that you review the Code with your child at home as well. Please note, all students are required to follow the Code and can receive a disciplinary referral and consequences, even if you refuse or fail to sign this document.

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Section V: Additional Information FERPA Notification of Rights



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.gadsdenschools.org, on the GCSD app, 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.gadsdenschools.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, <u>Section 1003.04</u>, <u>Florida Statutes</u>, 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.

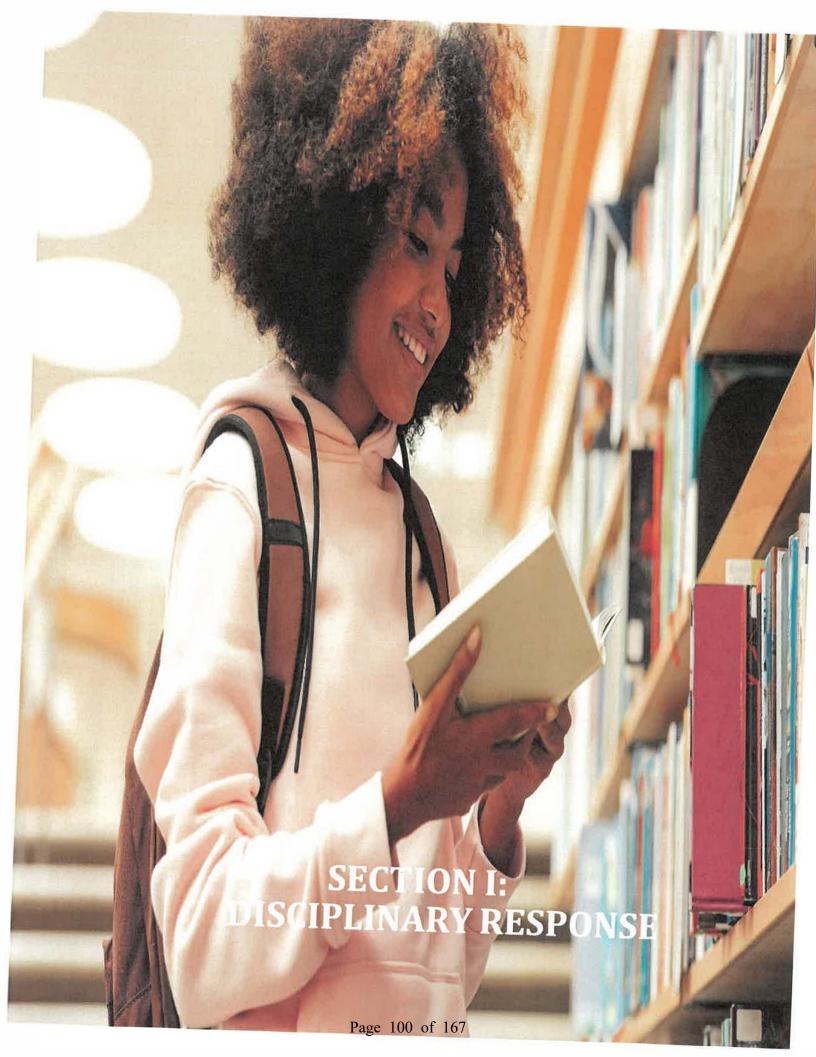
Nothing in this section precludes GCSD from administering discipline for acts or behavior that occur on GCSD property.

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 1: DISCIPLINARY RESPONSE CODE

<u>PLEASE NOTE:</u> 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 <u>Rule 6A-1.0017</u>, <u>Florida Administrative Code</u>, and on the <u>Florida Department of Education</u>, 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/cocurricular 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 (222) 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 the 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 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	1 st Occurrence	2 nd Occurrence	3 rd Occurrence	4 th Occurrence	5 th Occurrence			
1.01 (ZZZ) Disruption in Class (Yelling out, out of seat, talking) Group 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 Group 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 Group 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 ConferenceDetentionBehavior 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 up to 5 days Guidance Referral Check in/out form Mentor Partner	D	 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 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 I 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 inperson 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 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 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.

harm/medical documentation to an individual. (This code does not include horseplay)

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 <u>Does Not</u> cause bodily
- 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 event/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

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 logins, 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

Level 2 Infraction	1	1st Occurrence	(33	instead of OSS where a	ppi	3 rd Occurrence	ii.	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 Curricula Activities up to 14 day
2.02 (TBC) Use, Possession, Distribution, or Sale Tobacco/Nicotine Products Group 2.02 2.03		Nicotine/Tobacco /Vaping Education (if not completed mandatory) 1-3 days ISS /Behavior Contract Parent Conference Counseling Referral	•	Substance Abuse and Mandatory Parent Conference (If not completed 1- 2 days out of school suspension) Loss of extracurricular privileges (S-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 (S-10 days) Restorative Practice		S days OSS Loss of all extracurricular privileg 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 Group 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 (S-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 5.004, 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 Group 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 S days OSS and Parent Conference	0	Contact Hearing Office for Possible Expulsion or Administrative Placement S-7 days OSS Civil Citation/Teen Court	•	Parent Conference The Principal will re the Assistant Super Services for Expulsi Civil Citation/Teen	efer rinte ion	the student to Office of endent for Support

2.06 (TRE) Intentional Threat on a Student 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) Confrontation or Dispute		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			e As es f	

Level 2 Infraction	•	1st Occurrence	•	2 nd Occurrence	•	3 rd 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- days 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	2 nd Occurrence	3 rd Occurrence	4th Occurrence
2.14 (ZZZ) Premeditated use of a device to record a fight Group 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 	device and return to parent at school discretion within 3 days. Restorative Practice	 Confiscation of device
2.15 (ZZZ) Vandalism Group 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 	Practice	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 (2ZZ) Stealing or Use of Counterfeit Bills Group 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 	Practice	 5 days OSS and Restorative Practice Civil Citation/Teen Court Mandatory OSS 5 Days Restitution
*2.17 (ZZZ) Possession of Stolen Property Group 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 Group 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 (222) Possession of Fireworks, Firecrackers, Smoke/Stink Bombs, or Flammable Materials Group 2.04 2.20	5 days OSSRestorative 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 al extracurricular activities remainder of year Counseling Parent Conference
2.23 (ZZZ) Leaving School Grounds or the Site of Any School Activity Without Permission	 35 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 	Tracking Form Suspension of school-related extracurricular activities for the	 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)	Reassign Discipline	3-5 days OSS	• 5-7 days OSS	10-days OSS
Refusal to Attend or participate in Previously Assigned Discipline	• 1-3 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) 	Practice 5 Days OSS Money	 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	DetentionRestorative PracticeBehavior 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 (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. 		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 			go to the Office of the rvices
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 Parent Conference Referral to SRO 	Court and Restorative Pract	ice
2.33 (FIT) Multi Participant Fight	10 days OSS and Pring Support Services (Pos	•	nts to Office of the Ass	sistant Superintendent for

NOTE: At the discretion of certified classroom teachers and administration, one or more of the disciplinary actions within each occurrence cell maybe 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 bombthreats, 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 Jeffery 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 (222) 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 <u>causing bodily harm</u> 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.

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Level 3 Infraction	1 st Occurrence	2nd Occurrence
3.01 (ALC) Possession, purchase, or use of alcoholic beverages (Group 3.01-3.02-3.08-3.27)	 Refer student to the Office of the Assista Administrative Placement or Expulsion. 	nt Superintendent for Support Services for r discretion, refer the student to Office of the
*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 Cour Refer student to the Office of the Assista Administrative Placement or Expulsion.	t nt Superintendent for Support Services for er discretion, refer the student to Office of th
*3.03 (PHA) Physical Attack of a School Board Employee or Non-Student	 Refer student to the Office of the Assistal Administrative Placement or Expulsion. 	nt Superintendent for Support Services for er discretion, refer the student to Office of th
*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 th student to Office of the Assistar 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 studer to Office of the Assistant Superintender 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 studer to Office of the Assistant Superintender 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 studento Office of the Assistant Superintendentor 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 a his/her discretion, refer the student to Office of the Assistant Superintendent fo Support Services for Expulsion
decent, 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 a 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/Tee 10 days OSS and refer the student to Offi Services 	n Court ice of the Assistant Superintendent for Support
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 fo Support Services 	10 days OSS and Principal will refer the student to Office of the Assistant Superintendent for Support Services r
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 Court5 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 	
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)	OSS and refer the Services)	and Civil Citation/Teen Court and 5 days OSS (if declined 10 days of student for to Office of the Assistant Superintendent for Support fer the student to Office of the Assistant Superintendent for Support
*3.20 (TRE) Repeated Threats Upon School District Employee, Student or Agent (Must have a previous 2.05 on same person)		the Principal will at his/her discretion, refer the student to Office of intendent for Support Services.
3.21 (BUL) Bullying/Cyberbullying	Parent ConferenceCounseling Referral	
*3.22 (SXA) Sexual Assault (Group 3.09-3.10-3.1-3.22)	 10 days OSS and Pri for Support Service 	ncipal will refer the student to Office of the Assistant Superintendent s
3.23 (TRS) Trespassing (unauthorized entering of school board property with the intent to cause harm)	Court (if declined	and Civil Citation/Teen 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 Parent Conference Court 	and 5 days OSS 10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services.
3.25 (HAR) Harassment	Parent Conference of Court5 Days OSS	and Civil Citation/Teen 10 days OSS and Principal may at his/her discretion, refer the student to Office of the Assistant Superintendent for Support Services.
3.26 (TRE) School Wide Threat	discretion, refer th	incipal may at his/her • 10 days OSS and Principal may at his/her e student to Office of 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)		
*3.28 (OMC) Motor Vehicle Theft		incipal may at his/her discretion, refer the student to Office of the ndent for Support Services: Consult with law enforcement as required
3.29 (OMC) Moving Bus Violation	 Removal of bus priv of hearing packet 	rileges if/until referral 7 days OSS and Principal may at his/her discretion, refer the student to 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 districe employee or non-student resulting in bodily harm	1 .	he student to Office of the Assistant Superintenden
3.31 (ZZZ) Burning of Flammable Materials (Not limited to Hair, Body and Clothing)	,	d behavior contract with progress monitoring on, refer the student to Office of the Assistan
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 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 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 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 <u>as defined by Section 790.001, F.S.</u>, 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/ or 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.

Disci	olinary Action
Zero Tolerano	e 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	•10 days OSS & referred to Office of the Assistant Superintendent fo Support Services (possible expulsion)
otherwise distribute to another person.	10 1 000 0 5 1 000 5 1 1 1 1 1 1 1 1 1 1
*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 fo 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 fo 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 fo 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 fo Support Services (possible expulsion)
*4.10 (SXB) **Sexual Battery/Rape	•10 days OSS & referred to Office of the Assistant Superintendent fo Support Services (possible expulsion)
*4.11(BAT) **Aggravated Battery	10 days OSS & referred to Office of the Assistant Superintendent fo 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 fo 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.

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.

r*Infractions marked with an asterisk will require immediate police notification and possible arrest, as determined by law enforcement.

Intervention Definitions

Note: Interventions should be implemented with consistent <u>progress monitoring</u> and documented in the Student Information System. Interventions may be used at any point in the discipline cycle to assist the need 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 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 meeting 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 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 – Parent visits school to shadow student 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 student 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 official to meet and develop strategic goals relating to student's success. Plan should be followed up by 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 student accountability board.

Adult Lead Mediation – Mediation of two students or groups of students lead 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 student that allows student 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 supports. 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 supports 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 The district has one (1) Alternative Education Centers Gadsden County School District. This center provides a structured educational environment for the student who with 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 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 () 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 <u>not to exceed (10) days.</u> 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 <a href="mailto:e

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 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.

<u>Bus Revocation - Bus riding is a privilege, which may be revoked.</u> 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.

<u>Expulsion</u> – 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

All Alternative Education 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) days without a due process hearing or <u>administrative placement at an alternative school</u>. 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. 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.

<u>Placement of Students at Alternative Schools</u> - 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 twenty-four (72) hours of suspending a student for the purpose of transferring to an Alternative Education Center, the Principal shall send the parent/guardian a certified letter, return receipt requested, informing the parent/guardian of the placement (School Calendar Day). 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' 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 seven (10) days without a due process hearing or administrative placement at an Alternative Education Center.

- 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 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 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 Office of the Assistant Superintendent for Support Services' Discretion).
 - b. Students that have attended an Alternative Center 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

Carter Parramore Academy alternative center 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 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 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.

	Minor Vi	olations		
Offense	1st Occurrence	2 nd Occurrence	3 rd Occurrence	
1.01 - Disruption in Class 1.02 - Illegal Organization 1.03 - Disorder Outside of Classroom 1.04 - Tardiness 1.05 - Profanity 1.06 - General Code of Appearance 2.07 - Inappropriate Display of Affection 2.08 Unauthorized Absence Class 2.09 - Unauthorized Use Wireless Device	Teacher/Student Administrator Conference Parent Contact Phone Conference 1-3 Days OSS	3-5 days OSS (Other than attendance infractions)	5-10 days OSS	
	Disruptive	Behaviors		
Offense	1st Occurrence	2 nd Occurrence	3 rd Occurrence	
2.01 – Failure to Follow Directions 2.23 – Leaving School Grounds/Activity 2.25 – Refusal to Attend or Participate n Other Previously Assigned Discipline 2.32 – Gang Activity or Expression	Teacher/Student Administrator Conference Parent Contact Phone Conference 1-3 Days OSS	3-5 days OSS (Other than attendance infractions)	7 days OSS (Multiple repeated occurrences may result referral to Office of the Assistant Superintendent for Support Services for additional assignment days, alternative interventions, or expulsion.	

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	Intermediate Clas	s 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 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 3.318 3.17 – Possession of Stolen Property 3.18 - Teasing/Intimidating/Ridicule 3.19 – Trespassing 3.20 – Possession of Fireworks 3.21 – Verbal Sexual Harassment 3.24 – False Information 3.26 – Inappropriate Use of Instructional 3.27 – Gambling 3.29 – Cheating and/or Copying the Work of Others 3.30 – Extortion	1st Occurrence Parent Contact by Phone or Conference 5 days OSS 2.02 refer to Vaping Course	Parent Contact by Phone and in Person Conferen ce 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.
SO — Extortion	Aggressive/Viole	ent Behaviors	OF RED SHOW
Offense	1st 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 OSSPrincipal will send	a request to the Office of the Assistant r 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 requestor for Expulsion 	est to the Office of the Assista	ant Superintendent for Support Services

		Drugs and Alcohol		
Offense	1st Occurrence	2 nd Occurrence		
3.01- Alcohol	10 days OSS i	Refer to Civil Citation/Teen	Court and to the Office of the	Assistant Superintendent
3.02– Drugs	for Support S	ervices for Expulsion		
3.27 - Drug/Alcohol Paraphernalia				
		The second second		
		Bus Violation		
Offense	1st Occurrence	2 nd Occurrence	3rd Occurrence	
1.10 – Failure to follow Instruction on	10 days Bus	30 days Bus		
School Bus	Suspension	Suspension	Bus Suspension	for Remainder of School
2.28 – Failure to Adhere to Safety	Suspension	Juspension	Year	TO Remainder of School
Considerations on School Bus			l real	
2.31 – Unjustified Activation of Bus				
Emergency System while the bus is				
not moving.				
111 Eighting or Striking a student	20 dovo Dvo			
2.11 – Fighting or Striking a student	30 days Bus		Company to the COLD CO.	
on a School Bus	Suspension	Bus Suspension	for Remainder of School Yea	r
3.15 – Unjustified Activation of Bus				
Emergency Systems while bus is				
moving				
		jor Offenses Class III		
Offense 1	st Occurrence			
3.03 – Striking a School Board	10 days OSS Principal	will refer to the		
Employee	Office of the Assistant			
3.04 – Robbery (using force to	for Support Services	•		
take something)	Expulsion			
3.05- Stealing/Larceny/Theft	Expulsion			
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				
nstructional Technology				
3.21 – Bullying/Cyberbullying				
3.22 – Sexual Assault				
1				
3.23 – Trespassing				
3.24 – Teen Dating Violence				
3.25 – Harassment				
3.26 – School Wide Threat	1			
		erance Offenses		
	st Occurrence		intendent for Support Service	

Note: Students who attend the Alternative Education Center 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 must follow guidelines for students with disabilities.

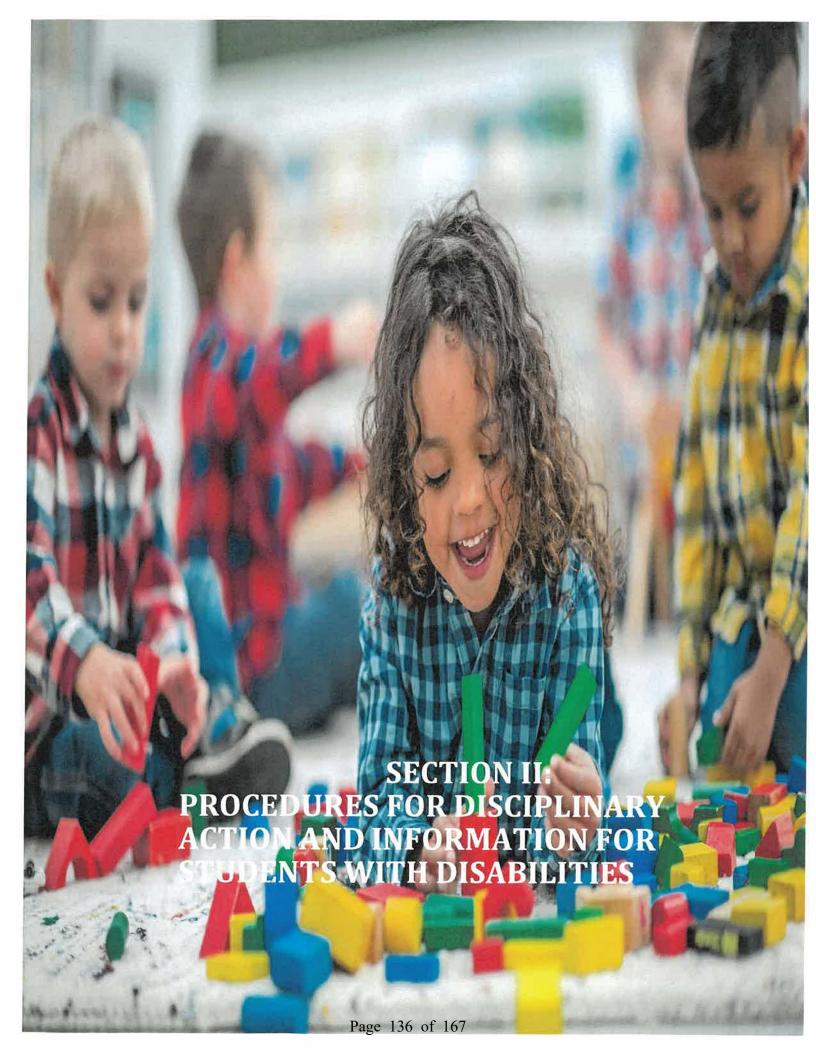
School Environment Safety Incident Report (SESIR)

<u>Florida Administrative Code Rule 6A-1.0017</u> 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)
<u>Drug Sale/Distribution Excluding</u> <u>Alcohol (DRD)</u>	Robbery (ROB)	Weapons Possession (WPO)
Drug Use/Possession Excluding Alcohol (DRU)	Sexual Assault (SXA)	



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 <u>Title IX of the Education Amendments</u>

<u>Act of 1972</u> and the <u>Board Policy, Equal Educational Opportunities</u>.

	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. 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)."
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 <u>Title IX of the Education Amendments</u>

<u>Act of 1972</u> and the <u>Board Policy, Equal Educational Opportunities</u>.

	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. More information on this step can be found within this Section of the Code under "Suspension/Removal of Students Eliqible for Services under the Individuals with Disabilities in Education Act (IDEA)" and "Suspension/Removal of Students Eliqible under Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA)."	
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 on 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:				
	 Dispute the facts presented at the DTM and present additional evidence or information to support this claim. The criteria for the Level 4 offense have not been met. The parent/guardian has new evidence to present that was not available at the DTM. 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 <u>Section 1003.01(6)</u>, <u>Florida Statutes</u>, 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 <u>Individuals with Disabilities Education</u>
<u>Act</u> (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 <u>"Level 1-3 Procedures"</u> and <u>"Level 4 Procedures,"</u> set forth herein, as well as the procedures in <u>Title IX of the Education Amendments Act of 1972</u> and the <u>Board Policy JB. Equal Educational</u> Opportunities.

ADDITIONAL IDEA 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). 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

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 <u>Procedural Safeguards</u> 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.

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 interimal ternative education setting due to a violation of the Code, the student will remain in the interimal ternative 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 <u>disciplinary procedures</u> 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 62-64 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

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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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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.

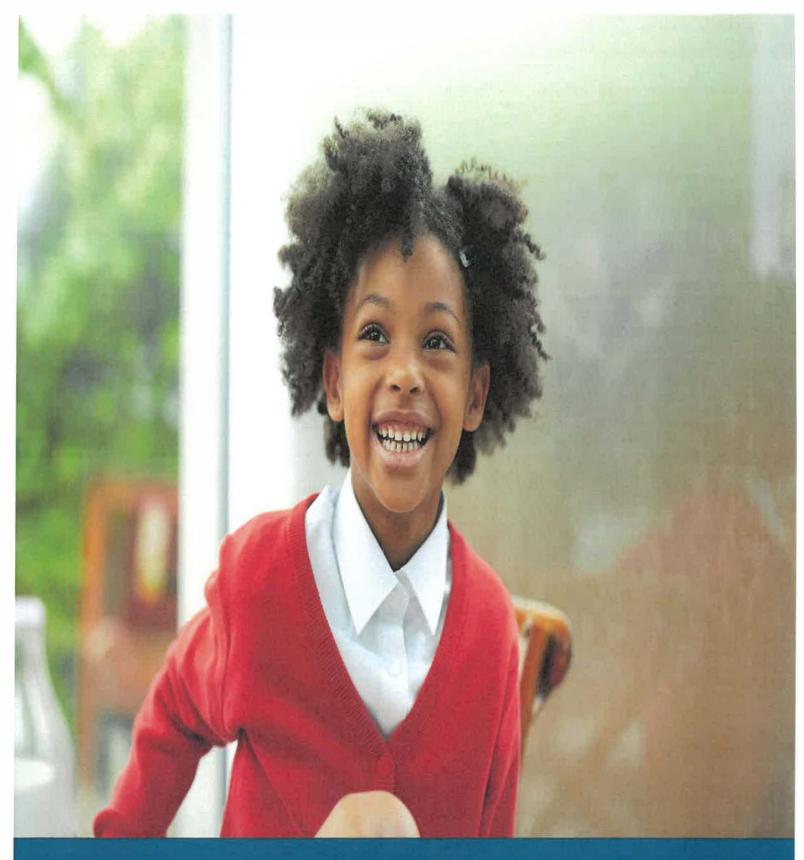
NOTE: If a student with a Section 504 Plan has been referred for an evaluation under the IDEA before the violation of the Code occurred, then a manifestation meeting under the IDEA will be provided.

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 Orange 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 <u>disciplinary procedures</u> 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 contribute 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 <u>Title IX of the Education Amendments of 1972</u>, and <u>Board Policy</u>, <u>Equal Educational Opportunities</u>, 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.

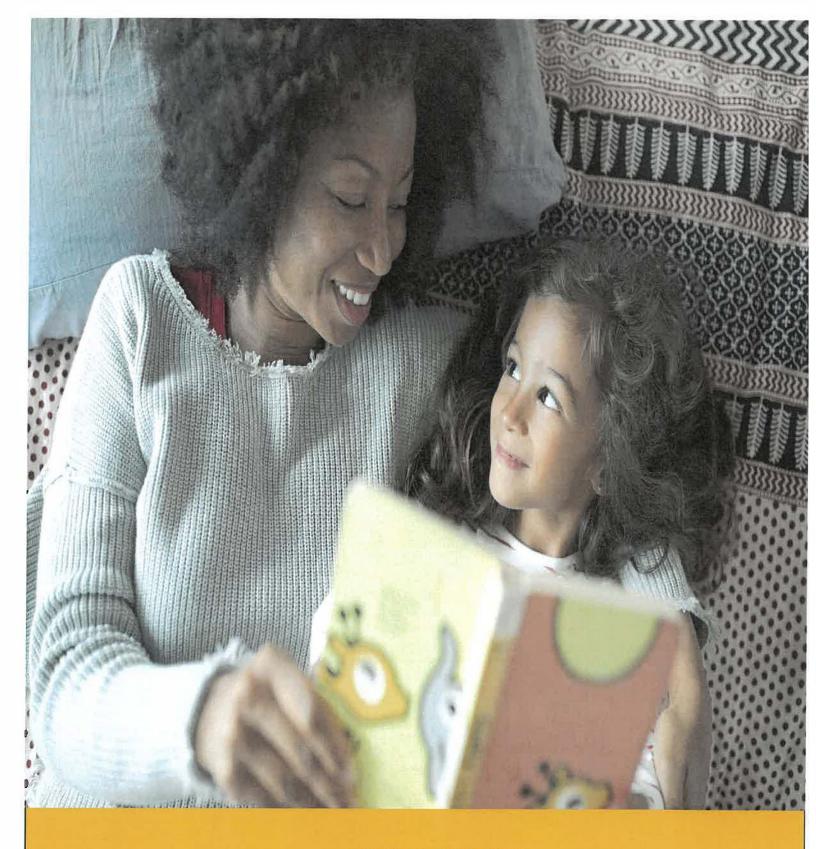
ATTENDANCE

- 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 <u>zero-tolerance</u> offenses (see <u>Section 1006.13</u>, <u>Florida Statutes</u>) include "firearms" and "weapons." GCSD is required to report <u>zero-tolerance offenses</u> 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 <u>Board Policy</u>, "Code of Student Conduct," and <u>Section</u> 1006.13, <u>Florida Statutes</u>. 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.
- 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.
- 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.
- 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.
- 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
- 3) 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 who violates this dress policy will be subject to disciplinary action as outlined in <u>Section I</u> and of the Code, <u>Section 1006.07(2)(d)</u>, <u>Florida Statutes</u>, 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 <u>Disciplinary Response Code</u> 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, GCSD recognizes the need to respect the rights of individuals while protecting the health, safety, and welfare of all students and school employees. GCSD 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 <u>Alternative to Out-of-School Suspension Program</u> 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)

<u>Section 1003.01, Florida Statutes</u> 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.

5

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 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 <u>Section 553.865</u>, <u>Florida Statutes</u>, 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 <u>Section 1012.01</u>, <u>Florida Statutes</u>, or a safe-school officer as described in <u>Section 1006.12</u>, <u>Florida Statutes</u>.

Pursuant to <u>Section 553.865, Florida Statutes</u>, "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.

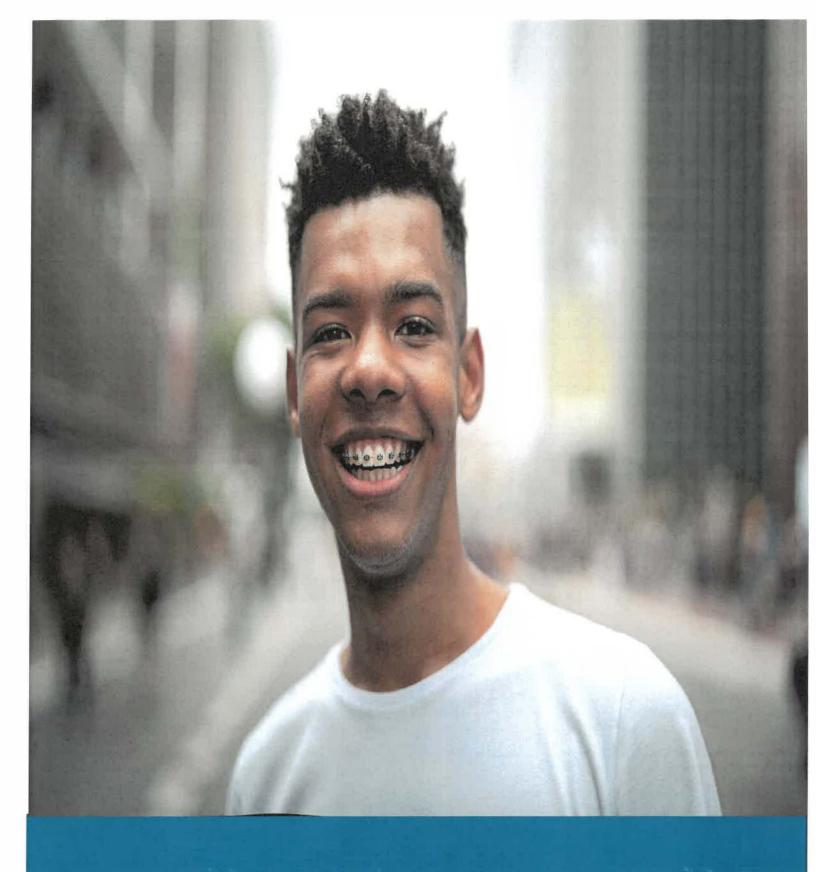
Inappropriate Language

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

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Family Educational Rights and Privacy Act (FERPA)

Notification of Rights under FERPA for Parents/Guardians/Eligible Students

The <u>Family Educational Rights and Privacy Act (FERPA)</u> 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:

- 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.
- 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 <u>FERPA</u> and <u>Board Policy, Student Records</u>, 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 <u>Section 119.07</u>, <u>Florida Statutes</u>, 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.

<u>Procedures for Appealing Disciplinary Actions</u> – 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.

<u>District Level Appeal for Disciplinary Cases</u> 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.

<u>Procedures for Appealing Placement at an Alternative Education Center or Discipline Actions</u> 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) <u>day of suspension</u>. 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 <u>administrative placement</u>.
- 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 determin the probability of success for early re-entry.
Step 2:	 The following documents are required to determine eligibility for an early re-entry plan: Documentation of counseling relating to the offense. Minimum of 2.0 GPA (secondary), a C average (grades 3-5) or satisfactory (grades K-2) for current course work. Consistent attendance and no disciplinary behaviors at the alternative placement site. Other documentation required by GCSD that relates to the specific student and the offense committed, which resulted in the alternative placement; and An acknowledgment from the parents/guardians that they understand and accept the conditions outlined in the reentry plan.
Step 3:	The Superintendent's designee will consider the request for early re-entry. An early re-entry meeting will be held if th Superintendent's designee finds the requirements contained within this section have been met and the Superintendent'designee finds there is a reasonable probability the student will abide by this Code, which includes, but not limited to, behavin 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: Assi Superintendent of Support Services, Area Director (Elementary, Secondary, Student Services), alternative placement sit principal/designee, school principal/designee recommended for re-entry, parent/guardian, and student. Other GCSD staff made 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: Documentation of third-party counseling relating to the offense. Positive community service. Minimum of 2.0 GPA for current course work. Consistent attendance and no disciplinary behaviors at the student's current school of enrollment. Review from GCSD Department of Student Services as to the student's well-being. Other documentation required by GCSD that relates to the specific student and the offense committed, which resulted in the full exclusion; and 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.



Section VI: Extracurricular Activities

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EXTRACURRICULAR ACTIVITES

Students and Student Athletes <u>will</u> 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

<u>For In-school Suspension</u>: 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)

<u>For Out of School Suspension:</u> 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

- 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.

<u>Transfer Regulations before Participating in Athletics</u> 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.



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.: