

AGENDA

REGULAR SCHOOL BOARD MEETING

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

January 24, 2023

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

ITEMS FOR CONSENT

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

- a. December 20, 2022, 4:30 p.m. – School Board Workshop
- b. December 20, 2022, 6:00 p.m. - Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #3**

- a. Personnel 2022 - 2023

ACTION REQUESTED: The Superintendent recommends approval.

7. SCHOOL FACILITY/PROPERTY

- a. Purchase Order Request for Brooks Building Solutions – **SEE PAGE #6**

Fund Source: General Fund / Insurance Reimbursement
Amount: \$118,687.00 – Alternate Price #1

ACTION REQUESTED: The Superintendent recommends approval.

8. EDUCATIONAL ISSUES

- a. Greensboro Elementary School Out-of-State Field Trip Request - **SEE PAGE #12**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

- a. Request to Amend/Adopt Policies – **SEE PAGE #19**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

11. SCHOOL BOARD REQUESTS AND CONCERNS

12. ADJOURNMENT



THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger

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

January 24, 2023

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

Dear School Board Members:


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

Item 6A Instructional and Non-Instructional Personnel 2022-2023

The following reflects the total number of full-time employees in this school district for the 2022-2023 school term, as of January 24, 2023.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees January 2023</u>
Classroom Teachers and Other Certified	120 & 130	320.00
Administrators	110	55.00
Non-Instructional	150, 160, & 170	380.00
		<u>755.00</u>
Part Time Instructional		3.00
Part Time Non Instructional		3.00
Total		<u>6.00</u>
100% Grant Funded		168.00
Split Grant Funded		24.00
Total Grant Funded of 755 Employees		<u>192.00</u>

Sincerely,


Elijah Key, Jr.
Superintendent of Schools

Cathy S. Johnson
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

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

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

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

Karema D. Dudley
DISTRICT NO. 5
Quincy, FL 32351

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2022/2023**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Anglin, Kelly	HMS	Teacher	01/02/2023
Bridges Bright, Gail	RFM	Teacher	01/02/2023
Ebener, Jennifer	RFM	Teacher	01/02/2023
Fuller, Gloria	HMS	School Counselor	01/04/2023
Martin, Felecia	GWM	Teacher	01/10/2023
Williams, Sarah	GCHS	Teacher	01/05/2023

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Dixie, Brian	Maintenance	Groundskeeper	01/02/2023
Lightfoot-Brown, Shayla	ESE	Program Specialist	01/02/2023
Payton, Kecia	ESE	Coordinator	01/02/2023
Sailor, Dereck	Maintenance	Groundskeeper	01/02/2023
Shaw, Ahmiyah	HMS	Secretary II	01/13/2023
Taylor Hogue, LaDonna	District	Human Resources Specialist	01/02/2023
Thomas, Laura	District	Chief Account Clerk	01/02/2023
Ward, Antonio	Maintenance	Groundskeeper	01/02/2023

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

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bailey, Renita	GCHS	Teacher	01/10/2023
Conyers, Kesia	HMS	Teacher	01/06/2023
Edwards, Brenda	Transportation	Bus Driver	12/16/2022
Humose, Marcus	HMS	Adjunct Instructor	12/16/2022
Jones, Chaneidre	GEMS	Teacher	01/09/2023
Lewis, Denatra	District	Assistant Director, Finance	01/03/2023
Pride, Princess	Headstart	PreK Program Assistant	01/12/2023
Pringley, Giselda	SSES	Secretary	09/30/2022
Street, Dana	Headstart	Social Services Coordinator	01/23/2023
Westberry, Niykeal	HMS	Adjunct Instructor	01/09/2023

*Resigned to accept another position within the District

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Herring, Joyce	GCHS/Custodial Assistant	WGMS/Custodial Assistant	01/02/2023

DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>DROP Ends</u>
Anderson, Millie	ESE	Program Specialist	01/31/2023
Brown, Frances	GBES	Educational Paraprofessional	12/16/2022

OUT OF FIELD

<u>Name</u>	<u>Location</u>	<u>Area out of Field</u>	<u>Number of Periods</u>
Ebener, Jennifer	RFM	ESE	All Periods
Fuller, Gloria	HMS	School Counseling	All Periods
Martin, Felecia	GWM	PreK/Primary Education	All Periods

SUBSTITUTES

Teacher

Pitts, Gaylyn

Sweet, Andreia

Custodial

Radford, Gloria

School Food Service

Radford, Gloria

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: January 24, 2023

TITLE OF AGENDA ITEM: Purchase Order Request for Brooks Building Solutions

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM:

Request for School Board approval to issue a purchase order to Brooks Building Solutions in the amount of \$118,687.00. The proposal has been certified through the Omnia Partners cooperative purchasing organization. Attached is a copy of the proposal for labor and materials to replace six chilled water coils and three heated water coils. This equipment was damaged over the Winter Break and unable to be repaired. This equipment will serve in Buildings #3, #4 and #8.

FUND SOURCE: General Fund/Insurance Reimbursement

AMOUNT: \$118,687.00 – Alternate Price #1

PREPARED BY: Brad Arnold

POSITION: Interim Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered _____

CHAIRMAN’S SIGNATURE: page(s) numbered 2

REVIEWED BY:  _____



PROPOSAL

**Gadsden County Public Schools
Brad Arnold
Gadsden County High School Coil Replacements
January 10, 2023**

We propose to furnish the following equipment and services for the above referenced project. Upon approval of Customer's credit check, Brooks Building Solutions (BBS) will invoice for 50% of the project amount for material purchase and mobilization. The project will not commence until the payment of the 50% invoice has been deposited by BBS. Brooks Building Solutions standard TERMS AND CONDITIONS apply to this proposal and price quotation.

This scope of work includes replacement of the following coils:

**MAU-3-1 Chilled Water and Heating Water Coil
MAU-3-2 Chilled Water Coil Only
MAU-4-1 Chilled Water Coil Only
MAU-4-2 Chilled Water and Heating Water Coil
MAU-8-1 Chilled Water and Heating Water Coil
AHU 3R-1 Chilled Water Coil Only**

Scope of Work: Typical of All Units

- Mobilization of tools and material to site.
- Perform inspection of the existing work area prior to commencing any work.
- Provide labor and material to disconnect associated water piping as necessary for coil replacements.
- Provide labor and material to disassemble units as necessary for coil replacements.
- Provide labor, material, and rigging to remove ruptured coils from units and mezzanine area.
- Provide labor, material, and rigging to install new coils in units.
- Provide labor and material to connect new coils to existing piping.
- Provide labor and material to insulate piping as necessary to match existing.
- Start units and return to normal operation.

This proposal does not include:

- Anything not specifically listed above
- Overtime or weekend work

Base Bid: _____ **\$110,817.00**

- Standard Shipment (35-40 Business Days)

Alternate Bid 1: _____ **\$118,687.00**

- Accelerated Quick Ship (20 Business Days)

Alternate Bid 2: _____ **\$123,398.00**

- Emergency Quick Ship (15 Business Days)

- This proposal is only valid through January 31, 2023.
- Full freight is allowed, and all applicable taxes are included.

TERMS AND CONDITIONS

This agreement is subject to the **TERMS AND CONDITIONS** included in this Proposal.

Brooks Building Solutions

Gadsden County Public Schools

Dustin Morgan

Dustin Morgan

Date: 01/10/2023

Date: _____



Certified Proposal #: R200401-FL-263475
OMNIA Membership ID: 942540

Proposal is provided in accordance with Region 4 ESC Contract #R200401 available via OMNIA Partners and the terms and conditions (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) thereunder which shall govern this Proposal and the corresponding scope of work as described herein and are incorporated by this reference.

EXHIBIT C

BROOKS BUILDING SOLUTIONS TERMS AND CONDITIONS

Revised: March 16, 2021

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, WITHOUT NOTICE, IN THE SOLE DISCRETION OF BROOKS BUILDING SOLUTIONS, INC. ("BBS" OR "WE", "US", "OUR"). CHANGES AND AMENDMENTS TO THESE TERMS AND CONDITIONS WILL BE POSTED TO OUR WEBSITE (<https://brookssolutions.net/about/terms-and-conditions/>). YOU WILL RECEIVE NO OTHER NOTICE OF CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS. These Terms and Conditions posted on our website shall govern and take precedence over any other version of Terms and Conditions that may be included in any other Agreement (as defined below).

General

1. **Application.** These Terms and Conditions ("Terms") apply to any sale of equipment, materials, parts, or supplies ("Goods") and/or services ("Services") sold and furnished by BBS (together, the "Goods and Services") and covered by any BBS proposal, purchase order, invoice, service agreement and/or other agreement (which, when combined with these Terms and any other documents incorporated by reference, will constitute the "Agreement"). As used herein, the term "Customer" refers to any party who enters into an Agreement with BBS by which BBS agrees to sell or furnish Goods and Services to such party and acceptance of these Terms is an express condition of such a sale.
2. **Payment and Taxes.** Payment of any invoice issued by BBS in connection with this Agreement shall be due upon receipt. BBS reserves the right to require cash payment or other alternative method of payment prior to completion of work if BBS determines, in its sole discretion, that the Customer's financial condition at any time justifies such payment. BBS reserves the right to suspend or terminate the Services anytime payments have not been paid in accordance with this Agreement. In addition to the contract price, the Customer shall pay BBS any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Payments not received within thirty (30) days of the date due, BBS shall accrue interest at the rate of 1.5% per month until paid.
3. **Customer's Covenants and Obligations.** Customer covenants and agrees, at all times during the term hereof, to:
 - (a) Provide a safe work environment.
 - (b) Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service:
 - (c) Keep areas adjacent to Goods free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified Service;
 - (d) Promptly notify BBS of any unusual operating conditions.
 - (e) Upon mutual agreement of a timely schedule, allow BBS to stop and start equipment as necessary to perform Service.
 - (f) Provide the daily, routine, equipment operation (if not part of this Agreement) including availability of routine Equipment log readings.
 - (g) Operate the equipment properly and in accordance with instructions; and
 - (h) Assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.
4. **Hazardous Materials.** BBS is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that BBS encounters any asbestos, mold product or any hazardous material in the course of performing its work, BBS may suspend its work and remove its employees from the project site until such product or material, and any hazards connected with it, are abated. BBS shall receive an extension of time to complete its work and compensation for delays encountered as a result of such hazardous materials.
5. **BBS Devices.** During the Term and in combination with certain services, BBS may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) (each a "BBS Device") that shall remain the sole property of BBS. No BBS Device installed or attached to real property shall become a fixture thereof. Customer shall not acquire any right, title or interest in or to a BBS Device.
6. **Force Majeure.** Neither party shall have any liability hereunder for delays caused occasioned by a Force Majeure. As used herein, "Force Majeure" shall mean an event, casualty, occurrence, condition, or circumstance of any kind or nature reasonably beyond the control of either party, having a direct, material adverse effect on a party's ability to perform any of its obligations under this Agreement, in full or in part and which, with the exercise of due care, such party could not reasonably have been expected to avoid, including, without limitation, compliance in good faith with any applicable domestic or foreign government regulation or order whether or not it proves to be invalid, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, terrorist activity, fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake, or similar cataclysmic occurrence, hurricane, or tornado.
7. **Termination.**
 - (a) **Early Termination by Customer.** Customer shall have the right to terminate this Agreement upon a breach of BBS' obligations hereunder which is not cured within thirty (30) days following written notice and opportunity to cure.
 - (b) **Early Termination by BBS.** BBS shall have the right to terminate this Agreement upon any breach of Customer's obligations hereunder that is not cured within thirty (30) days following written notice and opportunity to cure. BBS shall have the right to immediately terminate this Agreement upon the commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, or in the event Customer shall become insolvent, make a general assignment for the benefit of creditors, or shall fail to pay its debts as and when they become due.
 - (c) **Effect of Termination or Expiration.** Upon early termination or expiration of this Agreement, BBS shall be given immediate access to Customer locations to disconnect and remove any BBS personal proprietary property or devices as well as remove all BBS owned parts, tools and personal property. Additionally, Customer agrees to pay BBS for all costs incurred by BBS in connection with this Agreement through the effective date of termination.
8. **Non-Solicitation.** Customer shall not, for whatever reason, directly or indirectly, whether for its or his own account or for the account of any other person or entity: (i) employ or engage any employee of BBS (each a "BBS Employee"), solicit for employment or engagement a BBS Employee, or encourage a BBS Employee to leave his or her employment or engagement at BBS; or (ii) in any way interfere with the relationship between BBS and any BBS Employee working at BBS. Should Customer employ or engage any BBS Employee, Customer shall pay to BBS liquidated damages of two (2) times the annual salary of such BBS Employee. The parties agree that in the event a BBS Employee is employed or engaged by Customer, BBS will suffer damages which are difficult to ascertain and that such amount is a reasonable estimate of BBS' damages and is not a penalty.
9. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BBS, ITS SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, OR ITS SUPPLIERS (EITHER JOINTLY OR SEVERALLY) BE LIABLE TO COMPANY OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE SERVICES PROVIDED HEREUNDER, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF BBS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF THE AGGREGATE LIABILITY OF BBS FOR DIRECT DAMAGES SHALL NOT EXCEED THE CONSIDERATION PAID BY CUSTOMER FOR THE GOODS AND/OR SERVICES, SUBJECT TO BBS' RIGHT OF REMOVAL AND RETURN OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO BBS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL

PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE THEN BBS' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section 11, within one (1) year from the date the claim arose.

11. **Disputes.** Any controversy or claim (each a "Dispute") arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association ("AAA"). The mediation process shall be initiated by a party giving a Notice of Request for Mediation ("Request") to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard for the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

13. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

Service (Mechanical, Controls, Electrical) and Repairs

These Service and Repairs Terms ("Services Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

14. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the "Overtime Rate" shall mean one and one-half (1 1/2) times the standard rate. The "Holiday Rate" shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

15. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

16. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer's written authorization and invoiced at BBS' prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS' control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

17. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning ("HVAC") or energy management and control systems ("EMCS") equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

18. **Warranty.** For a period of ninety (90) days from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

19. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an "Equipment Condition" report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly.

Controls, Electrical and Service Projects

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

20. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.
21. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
22. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.
23. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
24. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.
25. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

Equipment and Parts

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

26. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.
27. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.
28. **Material and Workmanship Warranty.**
 - (a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.
 - (b) **Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: January 24, 2023

TITLE OF AGENDA ITEM: Greensboro Elementary School

DIVISION: Academic Services

_____ 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. Greensboro Elementary School 3rd grade classes are requesting approval for an out-of-state field trip to Wild Adventures Theme Park in Valdosta, GA.

Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff, EdS



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 _____

REVIEWED BY: _____

FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP

FIELD TRIP REQUEST

DATE OF REQUEST: 12/15/2022	SCHOOL: Greensboro Elementary	CONTACT FOR FIELD TRIP: Megan Rowan Kauffman
---------------------------------------	---	--


DATE OF TRIP: 5/24/2023	WHO IS ATTENDING: (grade/organization) Third grade
-----------------------------------	--

LOCATION: Wild Adventures (Valdosta, Ga)	TRAVELING BY: <input type="checkbox"/> School Bus <input checked="" type="checkbox"/> Charter Bus
--	---

PURPOSE: Students will be given the opportunity to see and learn about living and nonliving organisms, as well as animal classification and habitats Sunshine State Standards: SC.3.L.15.1

SCHOOL BUS –Required items for approval: <ol style="list-style-type: none">1. Principal's signature2. Complete list of participants and chaperones3. Complete final itinerary4. Documentation showing correlation of the Florida Standards or benchmark to the field trip request	CHARTER BUS–Required items for approval: <ol style="list-style-type: none">1. Principal's signature2. Complete list of participants and chaperones3. Complete final itinerary4. Copy of charter bus contract with signatures5. Proof of Insurance showing either district or school as insured
---	---


Signature of Person Requesting Trip


Approval of Principal (Signature required)

_____ APPROVED	_____ DENIED
_____ Superintendent/Designee	_____ Date

Please forward completed form via district mail or fax:

Mrs. Eureka Fields, Program Assistant for Instructional Services

Fax: (850) 627-3530 Email: fieldse@gcpsmail.com

UPDATED: 2/28/2022

List of people attending field trip

Chaperones

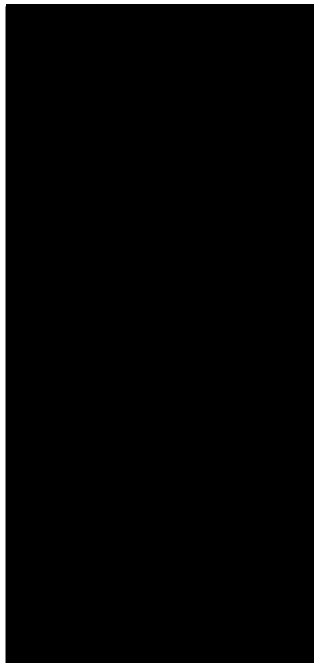
Salie Murphy
Jade Williams
Sandra Joseph
Megan Rowan (Kauffman)
Brenda Andreo-Garcia
Tamika Thurman

Third grade Students:

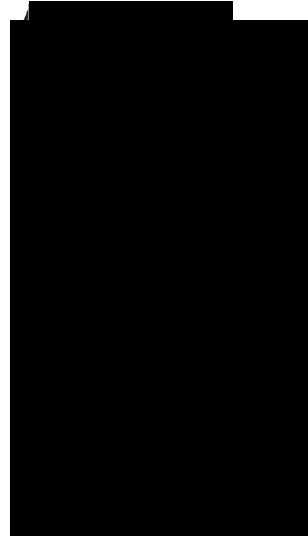
Joseph Class



Murphy's Class



Kauffman's Class



Williams Class

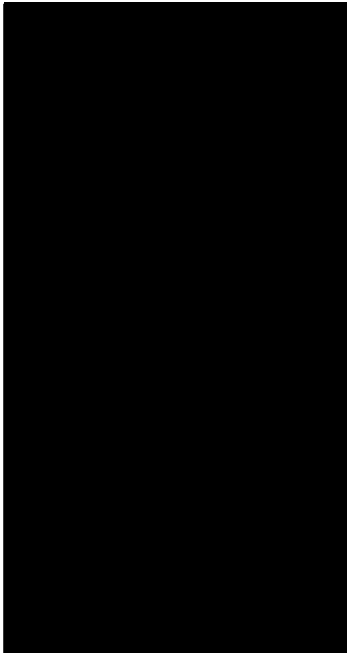




Kauffman's Class



Williams Class



Wild Adventures Field Trip Itinerary

9:00 AM Leave Greensboro Elementary School
Students will be given a snack on the bus

10:45 AM Arrive at Wild Adventures

12:00 PM: Lunch (buffet in the park)

4:15 PM Board bus to arrive back at school

5:30 PM Stop at Golden Corral in Tallahassee for dinner

7:00 PM Arrive back at the school

Customer Name: Greensboro Elen

Vehicle: Double Decker Bus

Occasion: Wild Adventures # of People: 81

Credit Card: _____

Expiration Date: _____

Billing Address: _____

Power M 864PS mail

	Scheduled	Overtime	Total
Rate per Hour			
Number of Hours			
Fuel Surcharge			
Driver Fee			
Total	<u>2200.00</u>		

Potential Fuel Surcharge

Rental Agreement

It's our pleasure to be of service to you. Our staff keeps our vehicles in excellent condition and it is of the utmost importance that all clients act in a responsible manner to preserve the condition of the vehicles. Smoking and eating are prohibited in all of our vehicles. The client is responsible for their guests in ALL REGARDS to rules and regulations. Any damage to the rented vehicle owned by this company will be charged in full to the customer that contracted with Mike's Limousine Service, Inc. whether by accident, neglect, or intent. Our company cannot be held responsible for delays or inconvenience due to traffic, unknown or unforeseen mechanical failures, situations deemed "Acts of God".
 50% Cancellation Fee

Damage Deposit

A damage deposit in the amount of \$200.00 per vehicle will be secured with the credit card provided to secure your rental. If damages exceed deposit, additional deposit will be required or rental will be terminated.

- Fee Schedule:
- Smoking: (including lighting a cigarette) \$100.00
 - VOMIT: (each occurrence) \$200.00
 - Eating in Limo: \$100.00
 - Spills: \$75.00
 - Excessively Dirty Interior (Limo) \$50.00
 - Excessively Dirty Interior (Bus) \$150.00
 - Broken or Missing glassware \$10.00 Each

50% Deposit by check to Reserve

Remaining Balance due 5/1/23

Termination of Service

- > If the client becomes incapacitated, the run is terminated unless another individual chooses to secure the deposit with cash or a credit card. The client can appoint one person to be responsible on their behalf at the beginning of the run.
- > If the client or their guests become unruly or violate safe operation procedures, the rental will terminate immediately and NO REFUND given.
- > While transporting ANY minors if ANY alcohol is found in the vehicle or a minor is found visibly impaired, the rental will terminate immediately and NO REFUND given.

The original client is responsible for overtime fees and authorizes those charges to be charged to their credit card (overtime rounded to the next 1/2 hour.) In the event that your check is returned, we have your permission to charge the whole amount plus \$25.00 service fee to the credit card listed on this contract. We are not responsible for items left, lost, or stolen while riding in our vehicles. We have a lost and found box at Mike's Limousine Service, Inc. located @ 3109 W. Tennessee St. Tallahassee, FL 32304.

I agree to these terms: Megan Kauffman Client

[Signature] Mike's Limousine Service Representative

Mileage out: _____ PU Address: Greensboro Elen

Mileage in: _____ DO Address: Wild Adventures 3766 Old Airport Rd Tall 6A

PU Time: _____ Contact Info: 850-228-4004

Drop Time: _____ Cancellation Fee: 50%

Rock Glass: _____ Pymnt Method: Check on PU Cash on PU _____ Adv Pymnt Bill to CC

Wine Glass: _____ Booked By: Taylor Booked on: 11/16/22 Driver: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2022

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

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

PRODUCER TIB Transportation Insurance Brokers 425 West Broadway, Suite 300 Glendale CA 91204		CONTACT NAME: Gabby Juncal PHONE (A/C, No, Ext): 818-246-2800 E-MAIL ADDRESS: gjuncal@tibinsurance.com FAX (A/C, No): 818-246-4690	
INSURED Mike's Limousine Service, Inc 3109 West Tennessee St Tallahassee FL 32304		INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 13056	

COVERAGES **CERTIFICATE NUMBER:** 1636935419 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LGB0017811	11/26/2022	11/26/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			LFB0020861	11/26/2022	11/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT - \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Proof Of Insurance Only xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxx XX xxxxxxxxxxxx	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: January 24, 2023

TITLE OF AGENDA ITEM: Request to Amend/Adopt Policies

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This is to request approval to Amend/Adopt Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

3.14	4.30	5.711
3.40	4.43	6.29
3.68	5.14	7.361
4.21	5.53	
4.22	5.341	

FUND SOURCE: N/A

AMOUNT: N/A

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 BOARD

REGULAR MEETING: January 24, 2023

Suggested script for adopting and/or amending Gadsden County School Board Policies.

<p>CHAIRMAN</p>	<p>The next agenda item is Item Number ____ which includes consideration of, and action upon adopting and/or amending School Board Policies. Based upon professional judgment and past experience, modifications of these policies will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on January 24, 2023, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on adopting and/or amending policies. This hearing is being electronically recorded. The hour is now ____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action. At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.</p>
<p>SUPERINTENDENT</p>	<p>Mr. Chairman, each member of the Board has been furnished a copy of the proposed policies previously described by you. I recommend that the Board adopt and/or amend School Board Policies.</p>
<p>CHAIRMAN</p>	<p>If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time. (QUESTIONS, COMMENTS, ETC., IF ANY.)</p>

MEMBER	Mr. Chairman, I move to adopt and/or amend School Board Policies.
MEMBER	I second the motion.
CHAIRMAN	There is a motion and a second to adopt and/or amend School Board Policies. Is there any further discussion? All in favor of the motion please say aye- All opposed... The policies have been adopted and/or amended and it is so ordered. The next item on the agenda is Item Number ____.

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SUICIDE PREVENTION

3.14+

- I. The School Board is committed to protecting the health, safety and welfare of its students and school community. The Board recognizes that suicide is one of the leading causes of death for Florida's youth. It is critical for families and community members to communicate with and provide information to school staff to identify students at risk of suicide.
- II. The Board directs all school district staff members to be alert to a student who exhibits warning signs of self-harm or who threatens or attempts suicide. Any such warning signs or the report of such warning signs from another student or staff member shall be taken with the utmost seriousness and reported immediately to the Principal or designee.
- III. The Superintendent shall develop procedures to ensure that this policy is carried out in each of the District schools. The Superintendent will prepare and disseminate guidelines to assist school district staff members in recognizing the warning signs of a student who may be contemplating suicide, to respond to a threat or attempted suicide. The Superintendent will develop an intervention plan for in-school suicide attempts, out of school suicide attempts and an appropriate re-entry process, including a re-entry meeting to discuss the development of a safety plan and additional interventions or supports.
- IV. Professional development training in youth suicide prevention opportunities shall be provided to student personnel services staff, administration and instructional staff. A two (2) hour continuing education program of youth suicide awareness and prevention training, utilizing training materials from the list approved by the Florida Department of Education (FLDOE) is also available for all district staff in all job categories as well as other adults on campus who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide. Instruction about how to identify appropriate mental health services and how to refer youth and their families to those services should be included in the program. If all instructional personnel at a District school participate in the two (2) hour training the school will be considered a "Suicide Prevention Certified School".
- V. Florida Statute 1003.42 required instruction of 5 hours of mental health instruction for grades 6-12 will be implemented annually through developmentally appropriate instruction and skill building and will address, at a minimum, the following topics: (1) Recognition of signs and symptoms of mental health disorders; (b) Prevention of mental health disorders; (c) Mental health awareness and assistance; (d) How to reduce the

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New: 12/15/2020

Revised: 1/24/2023

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stigma around mental health disorders; (e) Awareness of resources, including local school and community resources; (f) The process for accessing treatment; (g) Strategies to develop health coping techniques; (h) Strategies to support a peer, friend, or family member with a mental health disorder; (i) Prevention of suicide; and (j) Prevention of the abuse of and addiction to alcohol, nicotine, and drugs.

- VI. The Principal shall immediately contact the parent(s) of the student exhibiting warning signs of suicide to inform the parent(s) the student will be referred to a school-based mental health services provider to perform either the C-SSRS or SAFE-T suicide risk assessment prior to determining whether the student requires an involuntary examination (Baker Act).

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1012.583, F.S.

STATE BOARD OF EDUCATION RULE(S):

HISTORY:

ADOPTED: 12/15/2020
REVISION DATE(S): 1/24/2023
FORMERLY: NEW

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SAFE AND SECURE SCHOOLS

3.40+

I. Introduction

The Gadsden County District School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

- A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.60, Visitors.
- B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.
- C. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
- D. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the Board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Revised: 1/24/2023

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- E. No person except law enforcement and security officers may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events.

III. The following emergency response agency(ies) will notify the District in the event of an emergency:

Emergency Response Agency

Agency	Address	Telephone	Type of Emergency
Quincy Police Department	121 E. Jefferson St. Quincy, FL 32351	850-627-7111	Public Safety/First Responder
Gadsden County Sheriff's Office	339 E. Jefferson St. Quincy, FL 32351	850-627-9233	Public Safety/First Responder
Gretna Police Department	120 Beech Ave. Gretna, FL 32332	850-856-5257	Public Safety/First Responder
Chattahoochee Police Department	32 Jefferson St. Chattahoochee, FL 32324	850-663-4383	Public Safety/First Responder
Havana Police Department	121 7 th Avenue E Havana, FL 32333	850-539-2800	Public Safety/First Responder
Quincy Fire Department	20 N. Stewart Street Quincy, FL 32351	850-875-7315	Emergency Medical Response/Fire Prevention
Midway Police Department	50 M.L. King Blvd Midway, FL 32343	850-875-8825 850-574-3057	Public Safety/First Responder
Gadsden County Emergency Management	9 E. Jefferson St. Quincy, FL 32353	850-875-8650	Emergency Operations (Weather related disaster)

IV. Safety, Security and – Emergency Plans

- A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Gadsden County Health Department.
- B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.
- C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Revised: 1/24/2023

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necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.

- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.
- F. Emergency management and preparedness plans shall include notification procedures for weapon use and hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Copies of school plans shall be provided county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Revised: 1/24/2023

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Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

- B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.
 2. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the student's parent or legal guardian. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.
 3. The threat assessment team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.
 4. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

VI. Safety – Procedures

- A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.
- B. A safety program shall be established consistent with the provisions of this Policy.
- C. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for
 - 1. Developing and posting emergency evacuation routes and procedures;
 - 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
 - 3. Identifying and reporting hazardous areas requiring corrective measures; and
 - 4. Preparing and submitting a written report of each emergency evacuation drill to the District office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school that establishes policies and procedures for the prevention of violence on

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Revised: 1/24/2023

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school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.

- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.
- C. Designate an administrator as the school safety specialist for the District.
- D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.
- E. Each school's emergency plan shall include security provisions including emergency lockdown procedures. In the event of an emergency necessitating a lockdown, any employee is authorized to activate a code red lockdown.
- F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community, adhering to background screening procedures for all staff, volunteers and mentors.
- G. Security trailers may be located on school property.
- H. All perimeter gates and classroom doors must be locked/secured during the school day when students are present on campus.

IX. Mental Health

- A. The School Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the primary contact for the district's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting.
- B. The mental health coordinator shall be responsible for:

1. working with the Office of Safe Schools;
2. maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation;
3. facilitating the implementation of school district mental health policies relating to the respective duties and responsibilities of the school district, the superintendent, and school principals;
4. coordinating the staffing and training of threat assessment teams with the school safety specialist, and facilitating referrals, to mental health services, as appropriate for students and their families;
5. coordinating with the school safety specialist, the training and resources for students and school district staff relating to youth mental health awareness and assistance; and
6. annually review of the district's policies and procedures related to student mental health for compliance with state law and alignment with current best practices and making recommendations, as needed, for amending said policies and procedures to the superintendent and the district school board.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**316.614, 1001.43, 1001.51,
1006.062, 1006.07, 1006.145,
1006.1493, 1006.21, 1013.13, F.S.**

STATE BOARD OF EDUCATION RULE(S):

6A-1.0403, 6A-3.0171

HISTORY:

ADOPTED: 10/22/19
REVISION DATE(S): 12/15/20, 7/27/21, 0/24/2023
FORMERLY:

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Revised: 1/24/2023

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CHAPTER 3.00 - SCHOOL ADMINISTRATION

BACKGROUND SCREENING FOR CONTRACTORS

3.68+

- I. Contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level two (2) screening requirements as described in Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with a school or the School Board. Each vendor, individual contractor or employee of a contractor as described in this section must provide verification that he/she has met the level two (2) screening requirements prior to accessing a school campus and provide evidence of compliance with Florida Statute Section 448.095 (evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number).
- II. An employee or contractor of an employer who offers a high school student internship(s) must meet level 2 background screening requirements if he/she has direct, unsupervised access to the student intern(s).
- III. The District shall issue a state identification badge that is valid for five (5) years to a contractor who meets level 2 screening requirements. The recipient of the badge shall be responsible for paying a fee established by the Department of Education. The badge shall bear the picture of the contractor and must be visible at all times the contractor is on school grounds.
- IV. The District shall recognize the uniform statewide identification badge that has been issued by another school district.
- V. A noninstructional contractor who has been convicted of any disqualifying offense, as defined in Florida Statutes, shall not have access to school grounds when students are present, unless the contractor has received a full pardon or has had his or her civil rights restored. A non-instructional contractor in violation of this rule commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.
- VI. Contractual personnel must also meet the level two (2) screening requirements every five (5) years following entry into a contract. If the fingerprints of an individual under contract with the School Board have not been retained by the Florida Department of Law Enforcement, the individual must submit a complete set of fingerprints to the District.

- VII. Each person under contract as described in sections I. and II. must agree to inform the party with whom he/she is under contract within forty-eight (48) hours if convicted of any disqualifying offense while under contract. The individual shall also be responsible for returning the badge within forty-eight (48) hours to the district that issued the badge. If it is found that a person under contract does not meet the level two (2) requirements, the individual shall be immediately suspended from working in a contractual position and shall remain suspended until final resolution of any appeals. A person who is working with an intern will not be allowed to continue in an unsupervised situation.
- VIII. The following noninstructional contractors shall be exempt from level 2 screening:
- A. A contractor who is under direct, line of sight supervision of a District employee or contractor who has met level 2 screening requirements;
 - B. A contractor who is required by law to undergo level 2 screening for licensure, certification, employment, or other purpose and provides appropriate documentation;
 - C. A law enforcement officer who is assigned or dispatched to school grounds;
 - D. An employee or medical director of a licensed ambulance provider who is providing services;
 - E. A contractor at a site where students are not permitted and a six (6) foot chain link fence separates the work site from the remainder of the school grounds; or
 - F. A contractor who provides pickup or delivery services that involve brief visits to school grounds when students are present.
- IX. A noninstructional contractor, as described in section VIII., who is exempt from level 2 screening shall be subject to a search of the registry of sexual offenders and sexual predators maintained by the Florida Department of Law Enforcement and the National Sex Offender Public Registry maintained by the U.S. Department of Justice. The District shall conduct the registry search without charge to the contractor. If a contractor is identified as a sexual predator or offender and not allowed on school grounds, the District shall notify the vendor, individual or entity under contract within three (3) business days.
- X. The Superintendent shall develop procedures to implement this policy.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**288.061, 448.095, 1001.43, 1003.496, 1012.32,
1012.465, 1012.467, 1012.468, F.S.**

HISTORY:

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REVISION DATE(S): 12/15/20, 1/24/2023
FORMERLY:

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Adopted: 10/22/2019

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Gadsden 3.68+

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

INSTRUCTIONAL MATERIALS SELECTION

4.21

All classroom instructional materials, used in the Gadsden County School District including State-adopted single source textbooks, instructional aids, and other supplementary materials, for the first time shall undergo an evaluation. This evaluation shall determine the suitability of the materials for information being taught in the classroom in relationship to State standards, curriculum frameworks, and district programs, as well as with state and district performance standards.

- I. Evaluation of Instructional Materials. The Superintendent shall establish a District Review Committee and develop procedures for the review and evaluation of instructional materials. The District Review Committee will include content area teachers, one or more parents of children at content grade level and district personnel. Meetings of the District review committee convened for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the School Board must be noticed and open to the public in accordance with s. 286.011 F.S. The staff involved in this process shall recommend to the Superintendent the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board Rule as well as the state and district performance standards for submission to the Board for adoption. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption.
- II. Adoption of Instructional Materials. The following procedures for the adoption of instructional materials apply only to those instructional materials that serve as the major content tool and basis for instruction for each student in the core subject areas of mathematics, language arts, social studies, science, reading, and literature:
 - A. Prior to final adoption, student editions of the recommended instructional materials will be made accessible for review online for at least twenty (20) calendar days before consideration by the School Board.
 - B. Public notice of the materials being considered for adoption shall specifically list the materials and how they can be accessed.
 - C. The School Board shall conduct an open noticed public hearing to receive comment on recommended materials prior to adoption.

- D. The School Board shall conduct an open, noticed public meeting to approve an annual instructional materials plan to identify any instructional materials that will be purchased. The public meeting will take place on a different date after the public hearing.
- E. The School Board shall receive comment at the public hearing and meeting as prescribed by policy.
- F. The School Board must select, approve, adopt, or purchase all materials as a separate line item on the action agenda.
- G. The following procedures shall apply to all objections to instructional materials adopted by the School Board.
 - 1. The parent or a resident of the County, as defined by Florida Statutes, may contest the district school board's adoption of a specific instructional material by filing a written objection using the form that is available in each school office, the Superintendent's office, or on the District website.
 - 2. The form must be signed by the parent or resident of the county, include the required contact information, and state the objection to the instructional material based on the criteria stated in Florida Statutes s. 1006.31(2) or 1006.40(3)(d).
 - 3. The written objection must be filed within thirty (30) calendar days of the adoption of the material. A complainant who does not complete and return the form within the required time shall receive no consideration. The statement shall include the following information:
 - a. Author, compiler, or editor;
 - b. Publisher;
 - c. Title;
 - d. Reason for objection;
 - e. Page number of each item challenged; and
 - f. Signature, address and telephone number of person making the complaint.
 - 4. Within thirty (30) days after the initial thirty-day period has expired, the School Board shall conduct at least one public hearing before an unbiased and qualified hearing officer on all petitions timely received during the thirty-day time period. The petitioner(s) shall be notified in writing of the

date and time of the hearing at least seven (7) days prior to the hearing. The hearing must provide sufficient procedural protections to allow each petitioner an adequate and fair opportunity to be heard and present evidence to the hearing officer.

5. The contested material shall be made available to the public online at least seven (7) days before the hearing.
6. The decision of the School Board, after convening a hearing, shall be final and not subject to further review or petition.

H. The Superintendent shall annually submit to the Commissioner of Education a report identifying each material the District received an objection to pursuant to s. 1006.40(3)(d) and the specific objections raised; the material that was removed or discontinued as a result of an objection; and the grade level and course for which the removed or discontinued material was used.

III. Evaluation and Adoption of Other Classroom Instructional Aids and Materials. The following procedures will be followed in the evaluation, selection, and use of additional instructional aids for classroom use that have not been adopted by the State Board of Education, and approved for use:

- A. When teachers, groups of teachers, or academic departments determine that the need exists for new or additional classroom instructional aids, they shall review available items and seek input and assistance, when appropriate, from parents, students, and other lay members of the community, and determine which instructional aid or aids best meet instructional needs.
- B. After making this determination, they shall prepare a written rationale for each instructional aid, which includes, but is not limited to, the following:
 1. The class(es) or age group(s) that the instructional aid is appropriate.
 2. How the use of the instructional aid will meet the curriculum objective(s).
 3. The way(s) in which the instructional aid will be used to meet the curriculum objective(s).
 4. Problems, if any, of style, tone, content or theme inherent in the instructional aid, and the way(s) in which these problems will be addressed during the instructional process.
 5. Other appropriate instructional aids available for individual students to use in place of the one selected.

6. Where applicable, supporting professional materials which were used in selecting the instructional aid.
- C. The rationale shall be submitted to the principal. The principal shall review the rationale to determine whether it demonstrates that the instructional aid is consistent with the district goals and with the school and course objectives. Within ten (10) working days, the principal shall recommend, in writing, the approval or the rejection of the instructional aid, or shall return the rationale to the teacher for revision. If the instructional aid is recommended for rejection or returned for revision, the principal shall state the reasons in writing. Upon resubmission of a revised rationale by the teacher, the principal shall make a decision for recommendation or rejection within ten working days. The principal shall submit the recommendation to the Superintendent or the Superintendent's designee. If the instructional aid is rejected by the Director of Curriculum and the Superintendent, the teacher shall have ten (10) working days from the date of rejection to file a written request for review by the School Board.
- D. The Superintendent shall submit a written list of any instructional aids that have been submitted by teachers and rejected by a principal, by the Superintendent or the Superintendent's designee, and not appealed by the teacher. The list shall state the reasons for the rejection of each instructional aid.
- E. The rejection at any level, of the use of an instructional aid shall be for that academic year only. Any instructional aid previously rejected, at any level may be resubmitted in any subsequent year.
- F. Materials approved shall be deemed appropriate for use at the grade level requested and may be used at higher levels throughout the district providing that the curriculum sequence is maintained.
- G. A parent, as defined by Florida Statutes, may object to his/her child's use of a specific instructional material or an adult student may object to the use of a specific material in his/her instructional program. The parent or adult student may request a conference with the principal or principal's designee to discuss the use of the material.
- H. The complainant will be provided with the District's policies and procedures for the selection of instructional materials. The principal or designee will explain the use of the material in the instructional program and answer questions from the individual.

- I. If the issue is not resolved at the conference, the complainant will be provided with the form to file a written objection and an explanation of the process that will be followed.
- J. Within ten (10) working days of such filing, parents of other students in the class(es) involved or potentially affected in that school shall be notified in writing by the principal that a challenge has been initiated.
- K. School-level Instructional Appeals Committee. The Appeals Committee shall consist of two teachers selected by the Superintendent from that particular school, two teachers selected by the principal from that particular school and three (3) citizens selected by the School Board who reside in the particular school zone to evaluate the challenged materials and to make recommendations of any changes. The principal shall notify the Superintendent or the Superintendent's designee when a committee is convened.
- L. Challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days. The committee recommendations shall address whether the challenged material is consistent with the selection criteria outlined herein. The Committee shall have no authority to determine curriculum. Within ten (10) working days of receiving the recommendations of the Committee, the principal shall make a decision whether to retain the material or remove the material. The principal shall take into account the Committee's recommendations when making his/her decision.
- M. The complainant shall be informed in writing concerning the principal's decision.
 - 1. If the principal determines the challenged material be retained, the complainant shall be notified in writing within five (5) working days. The Complainant shall be given a copy of the decision of the Committee's decision and a copy of the procedures for filing an appeal.
 - 2. If the principal determines that the challenged material be removed, then the complainant, the teacher(s), the students in the class, and the parents of the students in the class where the complaint was initiated, shall be notified in writing within five (5) working days of the decision at the same time the decision will be referred to the District's Instructional Material Review Committee.

- N. District-Level Appeals. An appeal of a principal's determination to retain challenged materials must be filed with the principal within five (5) working days of notification of that determination and shall include a specific statement of the complainant's grounds for disagreement with the principal's determination. Copies of the appeal shall be furnished to the teacher(s) and the parents of the students in the class where the complaint was initiated within five working days of the filing of the appeal.
- O. A committee shall be appointed by the Superintendent to review the appeal. The Superintendent shall designate the appropriate district level staff member as being responsible for the organization of this review committee according to School Board policies. The committee's recommendations shall be submitted to the Superintendent within fifteen (15) working days. A committee member shall not be selected from the school where the challenged materials originated. The district level committee will include:
1. District Level Staff Member. One staff member from the level or special area where the material has been challenged.
 2. Three Principals. One principal shall be appointed from each level (elementary, middle, and high school). However, only the principal from the same level as the school at which the challenge originates shall serve on the review panel for the particular material.
 3. Grade Level Instructional Staff Member. One instructional staff member who is a department head, grade level chair or team leader from the same level (elementary, middle, or high school) at which the challenge originates.
 4. Three Teachers. Three teachers from the same level at which the challenge originates shall be appointed by name.
 5. Four Parents. One shall be a parent of an elementary school student, one shall be a parent of a middle school student and two shall be the parents of high school students.
- P. The committee's review shall be treated objectively, unemotionally, and in a businesslike manner and shall be conducted in the best interest of the students, the school, and the community. Efforts shall be made to meet with citizens who register concerns to consider their objections.
- Q. The complainant shall be informed, in writing, in fifteen (15) working days after the committee's recommendation is received by the Superintendent.

- R. A School Board appeal may be requested by the complainant when the school and district-level appeals do not satisfactorily resolve the concerns. The School Board shall review recommendations from the school and district-level committees and shall render the final decision on the complainant’s concern.
- S. The decision to remove challenged material from use shall, unless otherwise determined by the School Board, be effective at the grade level at which the material is in use and all lower grades.
- T. Classroom Libraries. Materials in this category presently in the classroom which have been approved for classroom use shall remain available for continuing use by students. Materials acquired to replace or duplicate books or other materials which have already been approved may be made available for student use without resubmission of their titles to the school’s media center. When new materials are added to the classroom library, a list of said new materials shall be submitted to the school’s media center. Teachers shall apply the selection criteria set forth in Policy #4.22 - Education Media Materials Selection.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**1001.43, 1006.28, 1006.29(5),
1006.31, 1006.32, F.S.**

HISTORY:

**ADOPTED: 10/22/2019
REVISION DATE(S): 1/24/2023
FORMERLY:**

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

EDUCATIONAL MEDIA MATERIALS SELECTION

4.22

- I. Objectives of Selection - The primary objective of the school's educational media center is to implement, enrich, and support the educational program of the school. The center shall provide a wide range of materials on all levels of difficulty, with diversity of appeal, and the representation of different points of view. The School Board asserts that the responsibility of the media center is to provide:
 - A. Instructional and supplemental materials that will enrich and support the curriculum, taking into consideration the varied interest, abilities, and maturity levels of the students being served.
 - B. Materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
 - C. A background of information enabling students to make intelligent judgments in their daily life.
 - D. Materials on opposing sides of controversial issues in order that students may develop, under guidance, the practice of critical analysis of all media.
 - E. Materials representative of the many religious, ethnic, and cultural groups and their contributions to the heritage and culture of America and the world.
- F. A comprehensive collection appropriate for the users of the media center placing principle above personal opinion and reason above prejudice in the selection of materials of the highest quality.
 - G. All technology software and equipment should be vetted through the media and technology department prior to purchase to ensure compatibility with system standards and infrastructure.
- II. Legal Responsibility for Selection. The School Board is legally responsible for all matters relating to the operation of the Gadsden County Schools. The

responsibility for the selection of educational materials, regardless of whether the book is purchased, donated, or otherwise made available to students is delegated to the media specialist. School principals are responsible for overseeing compliance with school district procedures for selecting school library media center materials.

III. Parental Responsibility. Parents shall have the right to review materials in the media center and request that it be noted in the Student's library record that the student not be allowed to check out certain material.

IV. Criteria for Selection of Media Materials

A. The standards to determine the propriety of the educational materials shall be pursuant to Florida Statutes.

B. First consideration shall be given to the needs of the individual school based on knowledge of the curriculum, of the existing collection, and of the needs of children and youth. Requests from users of the collection, (*i.e.*, administrators, faculty, parents, and students) shall be given high priority.

C. Materials shall be considered on the basis of accuracy of content, overall purpose, timeliness, importance of the subject matter, quality of the writing/production, readability and popular appeal, authoritativeness, comprehensiveness of material, reputation of the publisher/producer, reputation and significance of the author/artist/composer/producer, format and price.

D. In determining the suitability and value of the material included in the collection, consideration of the following elements must be given:

1. Religion. Factual, unbiased material which represents all major religions
2. Ideologies. Factual information on any ideology or philosophy that exerts a strong force in society
3. Sex Education. Factual information, appropriate for the age group or related to the school curriculum

4. Sex. Pornographic, sensational, or titillating materials shall not be included
 5. Profanity. The fact that limited profanity appears in material shall not automatically disqualify a selection. However, care shall be taken to exclude materials using profanity in a lewd or detrimental manner and not in context with the material
 6. Science. Factual information about medical and scientific knowledge, without any biased selection of facts.
- E. Gifts of media or money shall be accepted with the understanding that their use or disposition shall be determined by those persons having the responsibility for acquisitions, according to the same selection criteria and procedures as purchased materials.

V. Procedures for Selection

- A. In selecting materials made available to students through the district library media center, the school media specialist shall:
1. Consult with reputable, unbiased, professionally recognized reviewing periodicals and school community stakeholders (including, media staff, curriculum consultants, faculty, parents and community members).
 2. Require that book selections meet the criteria set forth in s. 1006.40(3)(d). F.S.
 3. Library media center collections will:
 - a. be based on reader interest,
 - b. support state academic standards and aligned curriculum
 - c. support the academic needs of students and faculty
 4. When considering materials to be purchased, the media specialist shall follow these procedures:
 - a. Purchase materials which are outstanding and frequently used;
 - b. Periodically replace periodically worn or missing basic items;

- c. Withdraw out-of-date or unnecessary items from the collection or items required to be removed pursuant to subparagraph 2; and replaced by new and age appropriate materials,
 - d. Purchase materials in many types of format: digital, e-books, electronically, soft or hard bound.
 - e. Examine sets of materials and materials acquired by subscription and purchase only material to fill a definite need.
 - B. District elementary schools must publish on their school website, a list of all materials maintained in the school library media center or required as a part of a school or grade-level reading list.
- VI. Challenged Materials. Library materials deemed by some persons to be objectionable may be considered by others to have sound educational value. Any concerned parent, Gadsden County resident or employee of the district may request reconsideration of school library media. When a complaint is made, the following procedure shall be followed:
 - A. The library media specialist shall discuss the matter informally with the complainant explaining the selection procedures for library media materials. If the complainant accepts the explanation given by the media specialist, the reconsideration process concludes.
 - B. If the explanation fails to resolve the objection, the principal will ask the complainant initiating the challenge to file, within two weeks, a formal written objection by completing a "Request for Reconsideration of Library Media" form which must reflect that the complainant has read the material in full. Failure to do so results in the conclusion of the reconsideration process.
 - C. Upon receipt of the completed form "Request for Reconsideration of Library Media," the principal shall forward copies to the appropriate personnel on the School-level Review Committee (a committee of teachers, educational media specialists and parents of the school).
 - D. The challenged material shall remain available for circulation during the reconsideration process OR the challenged materials shall not be removed immediately; however, such materials shall not be available for student use pending a final decision.

- E. The challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days.
- F. The Complainant shall be informed in writing concerning the school-level committee's decision.
- G. District Review Committee. If the Complainant disagrees with the decision rendered by the school-level committee, an Appeal may be filed with the District.
- H. The Superintendent or the Superintendent's designee shall appoint a District Review Committee with the following composition:
 - 1. One representative of the Public Library Board;
 - 2. One representative of the general public at large; and
 - 3. One representative of a school parent organization.
 - 4. One principal from the level at which the complaint originated (K-5, 6-8, or 9-12).
 - 5. Three school-level instructional staff members including the following:
 - a. One media specialist from the level at which the complaint originated;
 - b. One media specialist from another level; and
 - c. One classroom teacher from the level at which the complaint originated.
 - 6. Two district-level instructional staff members including the following:
 - a. One district-level instructional staff member from the level where the material is in question; and
 - b. The Supervisor of Technology and Instructional Media Services.
- I. The Review Committee, in carrying out its assigned function, shall:
 - 1. Read, view or listen to the material in its entirety;

2. Check general acceptance of the material by reading reviews and consulting recommended lists;
 3. Determine the extent to which the material supports the curriculum;
 4. Complete the "Checklist for Reconsideration of Library Media," judging the material for its strength and value as a whole and not in part; and
 5. Forward, within fifteen (15) working days, a written recommendation to the Superintendent.
- J. The Superintendent's designee will inform the complainant and the school's media specialist of the committee's decision to retain or withdraw the challenged material as recommended by the District Review Committee.
- K. If the complainant or the media specialist is dissatisfied with the District Review Committee's decision, a written appeal may be filed with the Superintendent. Failure of the complainant to file a written appeal within 30 days of the District Review Committee's decision will result in a conclusion of the reconsideration process and the decision of the District Review Committee shall be final.
- L. The Superintendent shall, within 30 days of receipt of the appeal, send the complainant and the school media specialist a written decision. An appeal to the School Board of the Superintendent's decision must be filed within 10 days after the Superintendent's decision.
- M. The School Board shall consider the decision of the District Review Committee and the Superintendent and any other appropriate documentation (i.e. meeting summaries, material reviews, etc.). The decision of the School Board regarding appropriateness of a particular Library Media material item will be considered final.
- N. Library Media materials in question, can only be removed from circulation and/or used in the school district through the procedures of this policy.

STATUTORY AUTHORITY:

1001.41, 1001.42, F. S.

LAWS IMPLEMENTED:

1000.21, 1001.43, 1006.28, 1006.34(2) (b), F. S.

HISTORY:

**ADOPTED: 10/22/2019
REVISION DATE(S):1/24/2023
FORMERLY: 8.211**

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

FIELD AND OTHER DISTRICT-SPONSORED TRIPS

4.43+

- I. The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:
 - A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;
 - B. arouse new interests among students;
 - C. help students relate school experiences to the reality of the world outside of school;
 - D. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;
 - E. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the

vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit unsolicited, from a vendor, the staff member shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Superintendent shall approve all field trips within the State of Florida. The Board shall approve all field trips out of State or out of the country.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's administrative procedures for Extended Trips.

- II. The Superintendent shall prepare administrative procedures for the operation of both field and other District-sponsored trips.
 - A. the safety and well-being of students;
 - B. parental permission is sought and obtained before any student leaves the District on a trip;
 - C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;
 - D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;
 - E. each trip is properly monitored;
 - F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;
 - G. a copy of each student's Emergency Medical Authorization Form is in the possession of the staff member in charge;
 - H. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;
 - I. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities.

An instructional staff member shall not change a planned itinerary while the trip is in progress, except where the health, safety, or welfare of the students in his/her charge is imperiled.

In any instance in which the itinerary of a trip is altered, the instructional staff member in charge shall notify the school administrator immediately.

III. Extracurricular Field Trips

- A. A trip which is not directly related to the instructional program but which is related to a school-sponsored or connected activity shall be considered an extracurricular trip.
- B. The Superintendent shall develop procedures to be followed relating to extracurricular field trips.

IV. Parental Notification and Permission

The parent, as defined by Florida Statutes, shall be notified prior to any field trip. Such notice shall state the nature of the field trip; specific location and type of establishment to be visited; the date of the trip; the time of departure and ~~the~~ time of return to the school; mode of transportation; method of student supervision consistent with Florida Statutes; and if it is an overnight trip, whether room assignments for lodging are not separated by biological sex at birth. Any student making a trip shall present a note from his/her parent giving permission for him/her to make the trip.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **1000.21, 1001.43, 1006.21, 1006.22, F.S.**

STATE BOARD OF EDUCATION RULE(S): **6A-3.0171**

HISTORY: **ADOPTED: 10/22/2019**
REVISION DATE(S): 1/24/2023
FORMERLY: 6.305

CHAPTER 5.00 – STUDENTS

HOMELESS STUDENTS

5.14*

- I. Homeless children who live within the county shall be admitted to school in the District, shall have access to the same free public education including preschool as provided to other students, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and District assessments and accountability systems. The District shall provide access for homeless children and youth to academic and extracurricular activities.
- II. Definitions
 - A. Homeless Child

One who lacks a fixed, regular and adequate nighttime residence and includes children and youth who

 1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
 3. Are living in emergency or transitional shelters or abandoned in hospitals;
 4. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
 6. Are migratory children who qualify as homeless because the children are living in circumstances described in II.A.1. through II.A.5.
 - B. Unaccompanied Youth – A homeless child or youth who is not in the physical custody of a parent or guardian.
 - C. Certified Homeless Youth – A minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a

school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee.

- D. School of Origin – The school that the student attended when permanently housed or the school where the child or youth was last enrolled, including preschool.
 - E. Enroll and Enrollment – Attending school and participating fully in school activities.
 - F. Immediate – Without delay.
 - G. Parent – Parent or guardian of a student.
 - H. Liaison – The staff person designated by the District as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Homeless Assistance Act.
 - I. Designated receiving school includes the next level school, elementary from prekindergarten, middle from elementary, high from middle, that a homeless child or youth, whose homelessness continues into the next school year, may attend when that next level school is the district designated school for those students in the homeless student’s school of origin
 - J. Eligible School: the school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend
- III. The District shall identify homeless students as defined by federal and state law. If the District’s liaison for homeless children and youth determines that the minor is an unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.

The District shall seek to remove barriers to the enrollment and retention of homeless children and youth, even if they cannot produce records or otherwise meet enrollments requirements, including previous academic; immunizations or other health records; birth certificate; proof of residency; guardianship; and other required documentation and enrollment requirements including uniform or dress code requirements, outstanding fees, fines, or absences [s. 722(g)(1)(I)]

- IV. The District shall ensure the immediate enrollment of homeless students, even if the students missed an application or enrollment deadline during any period of homelessness.
- A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.
 - B. A homeless child shall be given a thirty (30) school day exemption to provide proof of age, certification of a school-entry health examination, proof of immunization and other documentation required for enrollment.
 - C. The District shall provide appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school [s. 722(g)(1)(F)(ii)]
- V. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, career and technical programs, preschool programs, Title I, and limited English proficiency programs.
- VI. Homeless students shall be given meaningful opportunities to succeed in school. Students experiencing homelessness will have access to all available academic and extracurricular activities for which they meet relevant eligibility criteria. Homeless youth will receive counseling to prepare and improve their readiness for postsecondary education.
- VII. Homeless students may continue their education in the school of origin for the duration of homelessness or in any case in which a family becomes homeless between academic years or during an academic year.
- VIII. Homeless students shall be allowed to remain in the school of origin, unless this is contrary to the wishes of the parents. Keeping homeless students in the school of origin is presumed to be in their best interest, except when doing so is contrary to the request of the student's parent or guardian, or (in the case of an unaccompanied youth) the youth. When considering placement in a school other than the child's or youth's school of origin, the district will consider student-centered factors to determine a placement that is in the student's best interest. The eligible school selected shall immediately enroll the homeless child or youth, even if the child or youth missed an application or enrollment deadline during any period of homelessness.
- IX. Homeless students may continue their education in the school of origin for the duration of homelessness or in any case in which a family becomes homeless between academic

years or during an academic year. Homeless students who become permanently housed during the academic year, may remain at their school of origin for the remainder of the academic year and continue to receive all McKinney-Vento Act benefits.

- X. Homeless students and/or parents shall have the right to dispute school assignment if placement is other than the school of origin. The District shall ensure that unaccompanied youth and the parents or guardians of homeless students shall be provided with a written explanation of any decisions related to school selection or enrollment made by the school or the district and are notified, in writing and in a manner and form understandable to the parents, guardians, or unaccompanied youth, of the right to remain in the school of origin and of the dispute process. They shall be referred to the District's homeless liaison to carry out the dispute resolution process as expeditiously as possible. In The students will either remain enrolled in their school of origin or shall be immediately enrolled in the eligible school in which enrollment is sought, either the school zoned for the address where the students are residing or another school which students residing in that attendance zone are eligible to attend, pending final resolution of the dispute including all available appeals. In the case of unaccompanied youth, the liaison shall ensure immediate enrollment in the eligible school, pending resolution of the dispute.
- XI. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility for transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.
- XII. Homeless students shall not be stigmatized, segregated, or separated in any educational program on the basis of their homeless status.
- XIII. The district shall coordinate district programs and collaborate with other school districts, community service providers and organizations, including local social services and other community agencies to provide support to homeless students and their families, other school districts regarding homeless student-related transportation, transfer of school records, and other inter-district activities, as needed; housing authorities, and ESE.

The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act and Florida Statutes.

STATUTORY AUTHORITY:

1001.41, 1001.42, 1003.21, F.S.

LAW(S) IMPLEMENTED:

**382.002, 743.067, 1000.21, 1001.43,
1003.01, 1003.21, 1003.22, F.S.**

**MCKINNEY-VENTO HOMELESS ASSISTANCE ACT, P.L.100-77
NO CHILD LEFT BEHIND ACT OF 2001, P.L. 107-110**

HISTORY:

**ADOPTED: 10/22/2019
REVISION DATE(S): 1/24/2023
FORMERLY:**

CHAPTER 5.00 – STUDENTS

SCHOOL HEALTH SERVICES

5.53+

- I. The School Board shall collaborate with the County Health Department and the District school health advisory committee to develop and implement a health services plan. This plan shall be contained in the *Health Services Manual*.
- II. The plan shall include, but not be limited to, provisions for all aspects required by law.
- III. At the beginning of each school year, the principal shall inform the parent(s) as defined by Florida Statutes, in writing, of each healthcare service offered at their student’s school and that the parent has the option to withhold consent or decline any specific service as provided in the health services plan. A health care practitioner may not solicit or arrange to provide health care services or prescribe medicinal drugs to a minor child without first obtaining written parental consent. When invasive screening is one (1) of the specified services, written consent of the student’s parent(s) shall be obtained prior to any such screening.
- IV. Prior to the District administering a student well-being questionnaire or health screening form to a student in grades K-3 the District will provide the questionnaire or health screening form to the parent and obtain the parent(s) permission.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

381.0056, 394.463, 1001.21, 1002.20, 1006.062, F.S.

HISTORY:

ADOPTED: 10/22/2019
REVISION DATE(S): 1/24/2023
FORMERLY:

CHAPTER 5.00 – STUDENTS

USE OF TIME OUT, SECLUSION AND PHYSICAL RESTRAINT FOR STUDENTS WITH DISABILITIES

5.341*+

- I. The District shall implement behavioral management interventions for disruptive students to prevent and reduce significant disruptive behavior and to provide for the physical safety and security of students and staff when students pose a threat to themselves and/or others. The focus shall be on the use of the least restrictive but effective intervention(s) for each student.

II. Time Out

Time out is a procedure in which access to reinforcement is removed or reduced for a designated time.

- A. *Non-exclusion time out* is the least restrictive form of time out. The student is allowed to observe the classroom activity but not participate.
- B. *Exclusion time out* excludes the student from participation in and observation of classroom activities. The student remains in the classroom but cannot observe or participate in ongoing activities.

III. Physical Restraint

- A. School personnel may not use mechanical restraint unless they have been trained by qualified personnel and only when all positive behavior interventions and supports have been exhausted. School resource officers, school safety officers, school guardians or school security guards may use mechanical restraints in the exercise of their powers and duties to restrict students.
- B. *Manual physical restraint* is the use of physical restraint techniques that involve physical force to restrict free movement of all or part of a student's body. It is a method to prevent a student from harming himself/herself or others.
- C. Physical restraint should only be used in an emergency situation when an immediate and significant threat to the student or others exists and must be discontinued as soon as the threat posed by the dangerous behavior has dissipated.

D. Physical restraint techniques may not be used to inflict pain to induce compliance.

IV. Documentation and Reporting

All instances of time out, seclusion and restraint shall be documented and reported as required by Florida Statute.

V. Notice, Monitoring and Analysis

A. At the beginning of each school year, the district shall post its policies and procedures on positive behavior interventions and supports as adopted by the school district.

B. The use of manual physical restraint or seclusion shall be monitored at the classroom, school and District levels.

C. The use and effectiveness of the behavior interventions, shall be analyzed and monitored by the District.

VI. Prohibitions

School personnel shall not

A. Use a mechanical restraint or a manual physical restraint that restricts a student's breathing or

B. Close, lock or physically block a student in a room that is unlit or that does not meet the rules of the State Fire Marshall for a seclusion time out room.

VII. Training

A. The District shall provide initial training for designated personnel in the use of time out, seclusion and physical restraint.

B. Refresher training shall be conducted annually.

C. Personnel who have been trained in manual restraint techniques in positions outside of the School District shall receive training in District methods.

VIII. Procedures

The Superintendent shall develop procedures to implement this policy and related statutes. Procedures shall include but not be limited to the following:

- A. Incident reporting;
- B. Data collection;
- C. Monitoring and analysis;
- D. Plan for reducing the use of restraint and seclusion;
- E. Identification of staff to be trained; and
- F. Training components.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**1001.43, 1003.32, 1003.573,
1006.07, 1006.11, 1012.75, F.S.**

STATE BOARD OF EDUCATION RULE(S)

6A-6.03312

HISTORY:

**ADOPTED: 00/00/0000
REVISION DATE(S): _____
FORMERLY: NEW**

CHAPTER 5.00 – STUDENTS

PARENTAL ACCESS TO INFORMATION

5.711+

- I. The Board shall incorporate into the Board approved Student Services Plan, rules and procedures required by Every Student Succeed Act (ESSA) relating to student privacy, parental access to information and administration of physical examinations to minors.
- II. The Superintendent shall develop procedures to ensure that this policy is carried out in each of the district schools.
- III. Parents/Guardians of each student shall be notified at a minimum, at least annually at the beginning of the year, the rules and procedures relating to this policy. Parents/guardians shall be notified within a reasonable period of time of any substantive change made to this policy.
- IV. The District understands a student’s physical, behavioral, and emotional well-being are integral components of student achievement. Pursuant to Florida Statute 1014.01 et seq., parents have the right to access and review all school records, including medical records, pertaining to their minor child. Parents shall be notified of any change in student’s services or monitoring related to the student’s mental, emotional, or physical health or well-being, unless
 - a. prohibited by law; or
 - b. if the parent is the subject of an investigation of a crime committed against the minor child and a law enforcement agency or official requests that the information not be release; or
 - c. a reasonably prudent person would believe that disclosure would result in abuse, abandonment, or neglect.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

20 U.S.C. 1232H; 1001.43, F.S.

HISTORY:

**ADOPTED:10/22/2019
REVISION DATE(S):1/24/2023
FORMERLY:**

©EMCS
©NEFEC
©GCPS
Adopted 10/22/2019
Revised 1/24/2023

Gadsden 5.711+

CHAPTER 6.00 – HUMAN RESOURCES

REPORT OF MISCONDUCT

6.29*

The School District of Gadsden County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

I. Mandatory Reporting of Misconduct

- A. It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student that would be violation of s. 800.101, or that would be a disqualifying offense under s. 1012.315, or any allegation of sexual misconduct with a student. Failure of an employee to report such misconduct shall result in disciplinary action. Further, an employee who knowingly or willfully fails to do so, or who knowingly or willfully prevents another person from doing so, commits a misdemeanor of the first degree. An employee who knowingly or willfully coerces or threatens another person with the intent to alter his or her testimony or written report regarding a violation of s. 800.101 commits a misdemeanor of the first degree.
- B. Educational support employees, instructional personnel and school administrators shall report alleged misconduct of other educational support employees, instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.
- C. If the prohibited conduct occurs while employed by the district, the School Board and Superintendent must report the employees or personnel and the disqualifying circumstances to the department of education for inclusion on the disqualification list maintained by the department pursuant to section 1001.10(4)(b), F.S.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student regardless of whether the person resigned or was terminated before the conclusion of the investigation. The Superintendent shall notify the department of the result of the investigation and whether

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Adopted 10/22/2019

Revised 11/16/2021

Revised 1/24/2023

Gadsden 6.29*

the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation.

- A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.
- B. Information related to the alleged misconduct shall be considered confidential until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
- C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of educational support employees, instructional personnel or school administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315, Florida Statutes or any allegation of sexual misconduct with a student. Failure to report such conduct to the Department or Law Enforcement forfeits the Superintendent's salary for up to one year.
- D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:
 - 1. The nature of the misconduct,
 - 2. If the District reported the misconduct to the department in accordance with Section 1012.796, Florida Statutes,
 - 3. The sanctions imposed against the employee, if any, and
 - 4. The support the school district will make available to the student in response to the employee's misconduct.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject

matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

IV. Resignation or Retirement in Lieu of Termination

If the Superintendent determines that misconduct by an educational support employee, instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education affects the health, safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

The Board, Superintendent, or any other representative of the School District shall not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel or school administrators, based in whole or in part on misconduct that affects the health, safety, or welfare of a student. The Board, Superintendent, or any other representative of the School District shall not enter into a confidentiality agreement with educational support employees, instructional personnel or school administrators who resign in lieu of termination, based in whole or in part on misconduct, that affects the health, safety, or welfare of a student. The Board, Superintendent, or any other representative of the School District may not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support, instructional personnel or school administrators which affects the health, safety, or welfare of a student is void and contrary to public policy, and may not be enforced.

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

- A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 39.203, 112.313, 119.071, 768.095, 1001.42, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-10.081

HISTORY: **ADOPTED:** 10/22/21
REVISION DATE(S): 11/16/2021, 1/24/2023
FORMERLY:

CHAPTER 7 – BUSINESS SERVICES

CORPORATE CREDIT CARD PROGRAM

7.361+

The School Board recognizes the value of a corporate credit as an efficient method of payment and record keeping for certain expenses.

The Board, therefore, authorizes the use of District corporate credit cards. The authorization, handling, and use of corporate cards has been established to provide a convenient and efficient means to purchase goods and services from vendors and for business travel on behalf of the district. Corporate cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that corporate credit cards shall only be used in connection with Board-approved or district-related activities and that only those types of expenses that are for the benefit of the District and serve a valid and proper public purpose shall be paid for by credit card. Under no circumstances shall corporate credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

The Superintendent shall specify those authorized to use corporate credit cards, the types of expenses that can be paid by corporate credit cards, and the proper supervision of the use of corporate credit cards. Inappropriate or illegal use of the corporate credit card and/or failure to strictly comply with the limitations and requirements set forth in administrative procedures may result in a loss of corporate credit card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution.

STATUTORY AUTHORITY

1001.41 F.S.

LAWS IMPLEMENTED

1010.04 F.S.

HISTORY

ADOPTED: 10/19/2022
REVISION DATE(S): 1/24/2023
FORMERLY: