

# AGENDA

## REGULAR SCHOOL BOARD MEETING

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

June 25, 2013

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. May 21, 2013, 4:00 p.m. – Special School Board Meeting
  - b. May 28, 2013, 4:30 p.m. – School Board Workshop
  - c. May 28, 2013, 6:00 p.m. - Regular School Board Meeting
  - d. June 11, 2013, 4:00 p.m. – Special School Board Meeting
  - e. June 17, 2013, 9:00 a.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)
  - a. Personnel 2012 – 2013

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2013 – 2014

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. School Board Truth In Millage (TRIM) Timetable) - **SEE PAGE #6**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Services Pursuant to Agreement No. DESF 030928 – PAEC- **SEE PAGE #8**

Fund Source: General Fund

Amount: \$16,907.13

ACTION REQUESTED: The Superintendent recommends approval.

- b. Community Eligibility Option (CEO) - **SEE PAGE #11**

Fund Source: School Food Service (410) Fund

Amount: Dependent upon number of meals served (anticipated minimal decreases in revenue)

ACTION REQUESTED: The Superintendent recommends approval.

- c. Charter for Crossroad Academy School of Business – **SEE PAGE #17**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- d. Contracts Awarded to E-rate Vendors – **SEE PAGE #46**

Fund Source: 110

Amount: 10% of Funded Items not to exceed \$663,000 in total

ACTION REQUESTED: The Superintendent recommends approval.

- e. Continuation of Agreement with McCall Service for Pest Control  
**SEE PAGE #105**

Fund Source: 110

Amount: \$22,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- f. Annual Maintenance of Fire Extinguishers District Wide – **SEE PAGE #108**

Fund Source: 110

Amount: \$5,964.00

ACTION REQUESTED: The Superintendent recommends approval.

- g. Solid Waste Collection Agreement with Waste Pro – **SEE PAGE #111**  
 Fund Source: 110  
 Amount: \$80,733.84  
 ACTION REQUESTED: The Superintendent recommends approval.
  - h. Lawns/Grounds Maintenance Contracts – **SEE PAGE #114**  
 Fund Source: 110  
 Amount: \$95,143.58 (July 1, 2013 – June 30, 2014)  
 ACTION REQUESTED: The Superintendent recommends approval.
  - i. Lawns/Grounds Maintenance Agreement for Max D. Walker Complex  
**SEE PAGE #117**  
 Fund Source: 110  
 Amount: \$6,500.00 Annually  
 ACTION REQUESTED: The Superintendent recommends approval.
9. **STUDENT MATTERS – SEE ATTACHMENT**
- a. Student Expulsion – See back-up material  
 Case #95-1213-9102  
 ACTION REQUESTED: The Superintendent recommends approval.
  - b. Student Expulsion – See back-up material  
 Case #96-1213-9102  
 ACTION REQUESTED: The Superintendent recommends approval.
10. **BIDS / SCHOOL FACILITY/PROPERTY**
- a. 2013 Fuel Bid for 2013 – 2014 School Year - **SEE PAGE #119**  
 Fund Source: Transportation Department  
 Amount: \$800,000.00  
 ACTION REQUESTED: The Superintendent recommends approval.
  - b. Continuation of Pest and Weed Control Services for Athletic Fields District  
 Wide Bid #1213-09 – **SEE PAGE #123**  
 Fund Source: 110  
 Amount: \$22,638.00 for Pest and Weed Control Services  
 \$13,112.40 for Fertilizer Applications  
 ACTION REQUESTED: The Superintendent recommended approval.

- c. Award of LP Gas – District Wide Bid #1213-20 to Empire Gas of Donalsonville – **SEE PAGE #136**  
 Fund Source: 110  
 Amount: \$39,250.50  
 ACTION REQUESTED: The Superintendent recommends approval.
- d. Approval of Pump Out Services for Grease Traps and Sewer Plants **SEE PAGE #151**  
 Fund Source: 110  
 Amount: \$8,520.00  
 ACTION REQUESTED: The Superintendent recommends approval.
- e. Exterior Painting at George W. Munroe Elementary School Bid #1213-17 **SEE PAGE #157**  
 Fund Source: Capital Outlay  
 Amount: \$27,350.00  
 ACTION REQUESTED: The Superintendent recommends approval.
- f. Exterior Painting at Chattahoochee Elementary School Bid #1213-18 **SEE PAGE #163**  
 Fund Source: Capital Outlay  
 Amount: \$28,000.00  
 ACTION REQUESTED: The Superintendent recommends approval.
- g. George W. Munroe Elementary School Parking Lot & Upgrades **SEE PAGE #168**  
 Fund Source: Capital Outlay  
 Amount: \$178,870.00  
 ACTION REQUESTED: The Superintendent recommends approval.

11. MISCELLANEOUS

- a. Florida Association of District School Superintendents Annual Dues for 2013 – 2014 – **SEE PAGE #172**  
 Fund Source: General  
 Amount: \$11,031.00  
 ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

- a. Revision of Policy 2.25 (2013 – 2014 Code of Student Conduct) and Gadsden County School Board Policies – **SEE PAGE #175**

Fund Source: General Revenue

Amount: TBD

ACTION REQUESTED: The Superintendent recommends approval.

13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

14. SCHOOL BOARD REQUESTS AND CONCERNS

15. ADJOURNMENT

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7a

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEMS:** School Board Truth in Millage (TRIM) Timetable

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for the Truth in Millage (TRIM) timetable with the following key dates:

Board Meeting	July 23, 2013	Request Permission to Advertise Tentative Budget
Newspaper Ads	July 25, 2013	Advertise Tentative Budget
Board Meeting	July 30, 2013	Tentative Budget Hearing
Board Meeting	September 3, 2013	Final Budget Hearing and Superintendent's Annual Financial Report

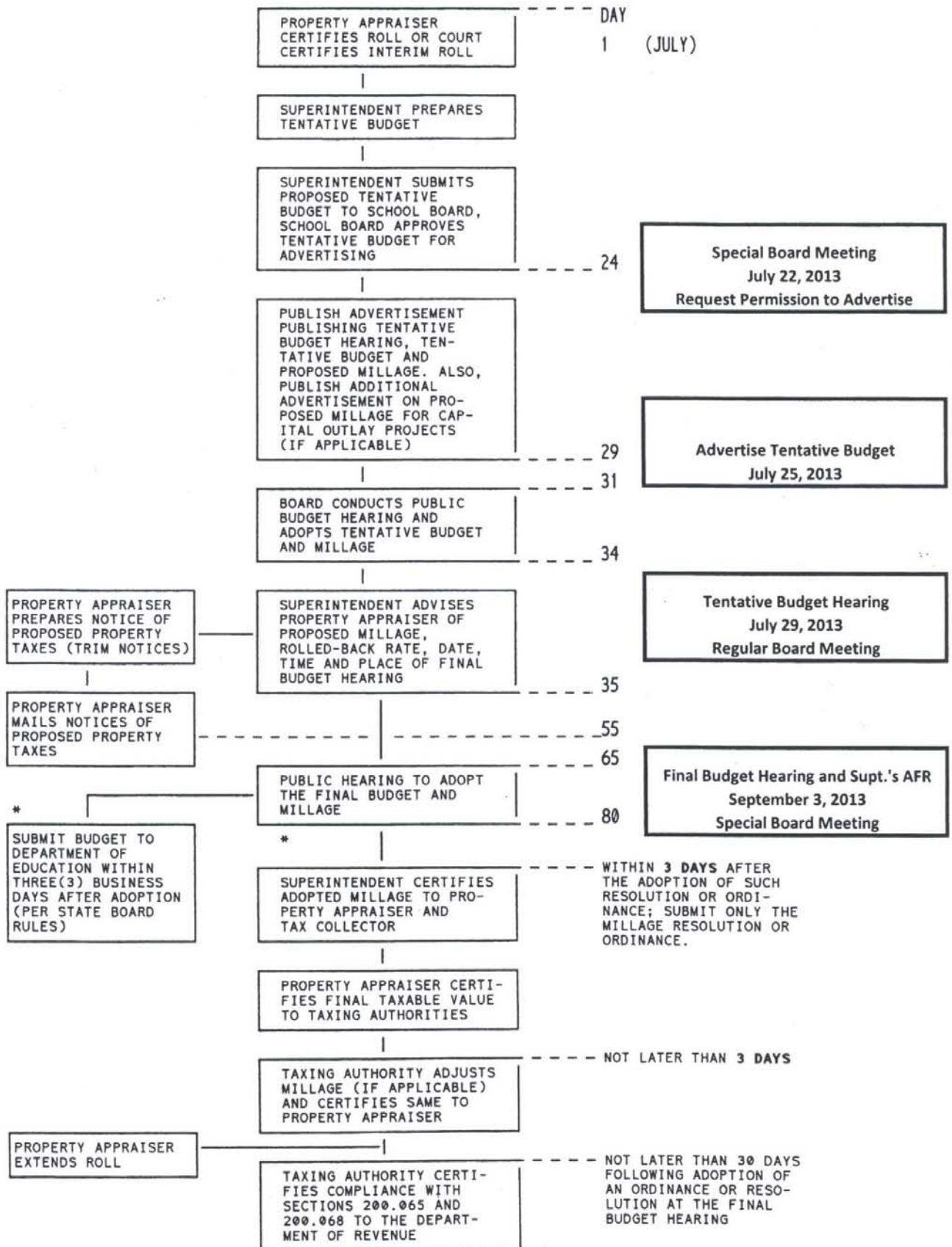
Each of the Board meetings would begin at 6:00 p.m.

See attached schedule.

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

# SCHOOL BOARD TRIM TIMETABLE



**\* IMPORTANT:** PLEASE NOTICE THE DIFFERENCE BETWEEN 3 WORKING DAYS FOR SUBMISSION TO THE DEPARTMENT OF EDUCATION AND 3 DAYS FOR SUBMISSION TO THE PROPERTY APPRAISER AND TAX COLLECTOR

SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: June 25, 2013

TITLE OF AGENDA ITEMS: Services pursuant to Agreement No. DESF 030928-PAEC

DIVISION:

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of Agreement # 030928-PAEC for the following services for 2013-2014:

Interim Principal-M/J \$ 16,907.13 (2 months)

In accordance with the provisions of the agreement approved by the Board on September 25, 2012, the total cost of the provision of service under the letter purchase orders including the DESF mark up, does not exceed the annual salary and benefits paid for the respective positions during the 2012-2013 school year.

FUND SOURCE: General Fund

AMOUNT: \$ 16,907.13

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services





DES of Florida, LLC

**This Letter Purchase Order (LPO) for Services is issued pursuant to Agreement No. DESF 030928-PAEC between Panhandle Area Educational Consortium, Gadsden County School Board (Buyer) and DES of Florida, LLC (Seller). Buyer hereby authorizes Seller's contractor to perform the following described Services:**

1. **Scope of Work:** Interim Principal M/J
  
2. **Seller Contact:** Roy F DeCastro  
DES of Florida LLC  
PO Box 13935  
Tallahassee, Florida 32317-3935  
Phone: 850-893-1315  
Fax: 850-894-1313
  
3. **Buyer Contact:** Ms. Rosalyn W. Smith  
Deputy Superintendent  
35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Phone: 850-627-9651
  
4. **LPO Term:** July 1, 2013 – August 31, 2013. This LPO may be terminated by Buyer upon thirty (30) days written notice to the Seller and provided, however, that such termination by Buyer shall not become effective until any/all work and transfer of knowledge specified in subject LPOs in effect at the time of said termination notice either has been completed by Seller or terminated by Buyer.
  
5. **LPO Cost:** Total cost, excluding expenses, shall not exceed \$16,907.13. Invoices will be billed monthly in the amount of \$8,413.57. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. 2 Vacation Days, 2 Sick/ Personal days, Holidays to follow Gadsden County School Board Policy. Any days not used will not be paid at the termination of contract Any and all expenses, including travel, must be pre-approved by the Buyer Contact listed in Item 3 of this LPO and will be reasonable, verifiable, and documented.

PRIVATE/PROPRIETARY/LOCK  
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE Gadsden County School Board EXCEPT PURSUANT TO A WRITTEN AGREEMENT. MUST BE STORED IN LOCKED FILES WHEN NOT IN USE.

*"Providing Professional Staffing Solutions"*

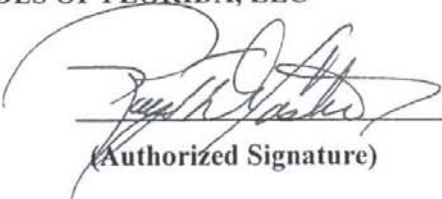
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to the LPO number, shall be submitted to the Buyer Contact listed in Item 3 of this LPO.

7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and will be further defined on an on-going basis throughout the term of this LPO and due as requested by the Buyer Contact listed in this LPO.

**DES OF FLORIDA, LLC**

**GADSDEN COUNTY SCHOOLBOARD**

By:

  
\_\_\_\_\_  
(Authorized Signature)

By:

\_\_\_\_\_  
(Authorized Signature)

Name: Roy F. DeCastro

Name: Isaac Simmons, Jr.

Title: Managing Partner

Title: Chairperson

Date:

6/18/2013

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
(Authorized Signature)

Name: Reginald James

Title: Superintendent

Date:

\_\_\_\_\_

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8b

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEMS:** Community Eligibility Option (CEO)

**DIVISION:** School Food Service

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for the Community Eligibility Option (CEO) participation form. By participating in this program, our students will be served free breakfast and lunch without the need to collect meal applications.

Representatives from the Department of Agriculture have reviewed this transition information with the School Food Service Team on two separate visits to our district. The team has worked diligently to explore the effects on the District so that we do not have unintended consequences.

**FUND SOURCE:** School Food Service (410) Fund

**AMOUNT:** Dependent upon number of meals served (anticipated minimal decreases in revenue)

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness

**COMMUNITY ELIGIBILITY OPTION  
PARTICIPATION FORM**

The Community Eligibility Option (CEO) provides schools that participate in the National School Lunch Program (NSLP) and participate in or are initiating a School Breakfast Program (SBP) for the 2013-2014 school year with an alternative method for counting and claiming student meals in high poverty local educational agencies (LEAs). LEAs electing to participate in the CEO agree to serve all students free lunch meals AND free breakfast meals for four successive school years.

In order to participate in the CEO, interested LEAs must complete the following documents and submit them to FNW by June 30, 2013:

- 1) Program Sponsor Agreement CEO Amendment (attached)
- 2) The CEO Participation Listing located at <https://cnp.freshfromflorida.com/FloridaPrd/>

These documents may be submitted via e-mail (a scanned, signed copy) to the attention of the respective LEA Program Specialist or faxed to 850-617-7403.

For questions about CEO or the school meal programs in general, contact your Program Specialist at 1-800-504-6609.

**Community Eligibility Option  
Amendment to Program Sponsor Agreement**

Agreement No.: \_\_\_\_\_ Sponsor: \_\_\_\_\_

THIS AMENDMENT is made and entered into between the Florida Department of Agriculture and Consumer Services (FDACS) and \_\_\_\_\_, Local Educational Agency (LEA), for the purposes of the Community Eligibility Option (CEO) for universal free meal service within the National School Lunch and School Breakfast Programs. This Amendment is effective as of July 1, 2013 for a period of four (4) years.

Pursuant to authority granted by Section 11(a)(1) of the Richard B. Russell National School Lunch Act, it is mutually agreed between FDACS and the LEA that:

1. The LEA shall have equal or greater than 40 percent Identified Students of enrolled students as per April data reported as of May 1<sup>st</sup> of the year prior to participating in the CEO.
2. The LEA agrees not to collect free and reduced price meal applications in participating schools in subsequent years during the period of participation in the CEO.
3. The LEA agrees to serve all children in participating school(s) free breakfast meals and free lunch meals for four successive school years.
4. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast meals and lunch meals that are in excess of the Federal assistance received, including Federal cash reimbursement.
5. The LEA agrees to conduct daily edit checks comparing the number of meals served to the attendance-adjusted enrollment to ensure program compliance.
6. The LEA agrees to maintain a total count of breakfast meals and lunch meals served daily at the point of service, organized by school facility, for reimbursement of claims.
7. The LEA agrees to abide by all requirements for applying and administering the CEO as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010, amended by section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1759a(a)(1)).
8. The LEA agrees to notify FDACS of its desire to terminate this Amendment and discontinue participation in CEO, to add new participants, or change its implementation method for an upcoming school year no later than June 30<sup>th</sup> of the preceding school year.

Except as is herein modified, the Program Sponsor Agreement shall remain in full force and effect.

Print Name: \_\_\_\_\_  
District Superintendent (public schools) or Administrator (non-public school)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent (public schools) or Administrator (non-public school)

<b>FDACS Only</b> Signature: _____ Date: _____ Florida Department of Agriculture and Consumer Services
--

Dear Superintendent and School Board Members,

As you may know, Florida was selected as one of four states to implement the Community Eligibility Option (CEO) under the National School Lunch Program (NSLP) for school year 2013-2014. The CEO program was first implemented in SY 11-12 in Illinois, Michigan and Kentucky, and then in Washington DC, Ohio, West Virginia and New York in SY 13-14. Three additional states, Massachusetts, Georgia and Maryland have also been selected to implement the program this upcoming school year. We at the Florida Department of Agriculture and Consumer Services (FDACS) are excited to be a part of this program and have prepared the following notes to provide you with an introduction to the CEO program and to offer our assistance in any questions you may have.

### **What is the Community Eligibility Option (CEO)?**

The CEO is an alternative to the traditional NSLP in that it allows schools with high numbers of low-income children to serve free breakfast and lunch to all students without collecting school meal applications. Instead of processing school meal applications to determine individual student eligibility, the eligibility of the school is calculated by the number of students directly certified (receiving SNAP, TANF or other outside agency benefits) in comparison to the enrollment. This calculation is referred to as the Identified Student Percentage, or ISP. Any school or group of school in which 40% or more of the population is directly certified<sup>1</sup> is eligible to participate.

Reimbursement for meals served at breakfast and lunch is calculated using the ISP and a United States Department of Agriculture (USDA) determined multiplier, which ranges between 1.3 and 1.6. The current multiplier is 1.6. Schools which implement the CEO in SY for 13-14 will take their total meal counts for the claim period and apply the 1.6 multiplier to base their claims for reimbursement (calculation of a free claiming percentage). For example, a school with an ISP of 61%, will have a free claiming percentage of 97.6% (61% X 1.6). The remaining 2.4% of meals served will be claimed at the paid rate. It is important to note that under CEO there is no category for meals claim under the reduced price eligibility.

### **What are the benefits of CEO?**

Most notable for food services are the savings in labor and other administrative costs in the processing of school meal applications. By alleviating this burden, food service directors can focus more on the quality of meals served and improving other aspects of food service operations. Since individual student eligibility is no longer relevant to meal counting and claiming, the CEO program makes it easier for schools to implement alternative meal service such as breakfast in the classroom as tally sheets can be used for meal counts. In addition, since meals are served to all children at no charge at a CEO school, lines move more quickly since staff will no longer collect payments for meals. The Food Research and Action Center (FRAC) has a webpage (<http://frac.org/community-eligibility/>) which talks about the advantages of the

CEO program and resources are available from FDACS such as the reimbursement calculator to assist school districts in determining how the CEO will impact school food services. Your food service director has access to the CEO calculator through the Child Nutrition Program (CNP) website (<https://cnp.freshfromflorida.com/FloridaPrd/>).

**If there is no individual student eligibility, how will the CEO affect other programs such as Title 1?**

The United States Department of Education (USDOE) and the USDA have worked collaboratively since the program's conception to ensure minimal impact on Title 1 funding. While under the CEO there is no individual student eligibility determinations with the exception of students identified as directly certified. In a letter to Chief State School Officers in the SY 11-12, the USDOE provided guidance allowing Title 1 ranking and allocations to be based on CEO data (a copy of which is attached). In addition, FDACS has been working with Title 1 officials at the Florida Department of Education (FLDOE) to ensure that the CEO has minimal impact on Title 1 operations in Florida's schools. It is important to note that there is no impact or changes in Title 1 ranking or allocations for school year 13-14 as Title 1 calculations are always based on the previous year. CEO data will be used for schools participating in the CEO in Title 1 ranking and allocations beginning in school year 14-15.

In addition to working with our colleagues at FLDOE, FDACS is also working with the State E-Rate coordinator and others at the Florida Department of Management Services (DMS). Again, collaboration between the Federal Communication Commission (FCC) and the USDA has provided states with guidance in an effort to minimize the impact of the CEO on E-Rate. Like Title 1, E-Rate funding percentages for school year 13-14 have already been determined based on prior year data.

FDACS is committed to working with the Florida Association of District School Superintendents (FADSS), FLDOE, DMS and others as we move into our first year of implementing the CEO. We realize that your district may have other local programs that use individual student eligibility data to determine benefits for students. While programs which use aggregate data are less likely to be affected, those programs which use individual student data may need to be looked at more closely. Several states that do use individual student eligibility data have already adopted models in which individual eligibility can be determined for use in other programs. While implementing the CEO program food service cannot be the determining authority of eligibility for other programs, FDACS can work with districts to develop plans and share successful models used by other states.

**What are the next steps?**

As illustrated in states already operating the CEO, the most successful districts involve collaboration from individuals within the district including finance, Title 1, food service and school board officials. Having a clear understanding of the CEO program beforehand is key.

FDACS is committed to providing you with as much information as possible through various mediums. Our first step includes WebEx presentations focused specifically on specialized topics and the CEO throughout the month of May and June.

As with any new program, we recognize that both our office and your school district will have to address unanticipated challenges as you move forward with implementation. We will work with you and your staff to ensure a successful implementation that is a win-win for both the district and the student. We hope that these notes are helpful as your district gives thoughtful consideration to CEO.

Any questions pertaining to the Community Eligibility Option (CEO) can be directed to Angela Voyles at 850-617-7430, or by e-mail at [Angela.Voyles@FreshFromFlorida.com](mailto:Angela.Voyles@FreshFromFlorida.com).

---

<sup>i</sup> SNAP and TANF constitute most of the direct certified students. Additional certified students include homeless on the liaison list, income-eligible Head Start, pre-K Even Start, migrant youth, runaways and non-applicants approved by local officials. Foster children certified through means other than an application are also included.



*R. W. Smith*

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8c

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Charter for Crossroad Academy School of Business

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

Review of the Charter School Agreement between Crossroad Academy Charter School of Business and the Gadsden School District, which is extended for fifteen years (15) commencing July 2006 and ending June 30, 2021, is submitted for discussion and approval. Major changes of the Charter are indicated with strike-outs and color coding.

Specific changes are in:

- B. Charter Curriculum (page 2);
- F. Admissions (page 5);
- J. Term (page 8);
- C. Transportation (page 19);
- D. Food Service (page 19); and
- 13. (Page 28)

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Rosalyn W. Smith

**POSITION:** Deputy Superintendent

---

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: \_\_\_\_\_

# SCHOOL BOARD OF GADSDEN COUNTY

## CHARTER FOR CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS

This agreement is between the School Board of Gadsden County, Florida herein referred to as the "Sponsor", and Community and Economic Development Organization of Gadsden County, Inc., a nonprofit organization, organized under the Laws of the State of Florida on behalf of The Crossroad Academy Charter School of Business, herein referred to as the "School". It is the intent of the parties that this contractual agreement shall constitute the School's Charter.

### SCHOOL AUTHORIZATION

Pursuant to FS 1002.33(1) "charter schools shall be part of the state's program of public education. All charter schools in Florida are public schools." Therefore, Crossroad Academy shall be guided by the principles stated in 1002.33(2).

### I CHARTER

#### A. School Mission

The mission of the Crossroad Academy Charter School of Business is to provide an, alternative educational system of choice to assist Gadsden County students in preparing academically, socially and culturally to be responsible participants in our society. The School is dedicated to providing a well-balanced academically challenging program with emphasis on **Business and Industry** reading, critical thinking character, and community service. CACS will provide an environment that is conducive to learning, a

staff that is sensitive to the needs of students and a program that promotes innovative and creative ideas. The parties agree that the community of students to be served by this Charter is defined as follows:

Participation is open to student ages 4-~~15~~17 and in grades PK-~~8~~12, in the Gadsden County school district and having an interest in business and its related industry.

## **B. Curriculum**

The **focus** of the Crossroad Academy Charter School of Business curriculum is reading and math emphasizing the basis of business and related industry. The curriculum will consist of an inter-disciplinary approach in which subject matters are linked together though specifically designed projects and programs. It will incorporate such subject areas as banking, finance, money, and credit management and will cover the basic subject areas of: **Reading, Writing, Math, Language Arts, Science, Social, Studies, and Physical Education.** Other electives which may be offered are courses in, Art, Music, Health, Critical Thinking Skills, Test Taking Strategies, and specific Business & Technology. All skills will be aligned and consistent with the ~~Sunshine State~~Common Core Standards and the instructional strategies for reading will be grounded in scientifically based research. Additionally, the curriculum will be: **Challenging**-actively engaging each student in learning skills rather than just covering materials; **Integrative**-helping students convert school experiences into practical uses in their daily lives; **Exploratory**-enabling students to discover their abilities, interests and ways they can make contributions to the world of business and the society as a whole.

**Instructional methods** will include but not be limited to: whole class instruction, small group instruction, student centered instruction, project based learning, thematic units, simulations, and technology assisted learning. Computers and internet access is available to students along with other technology used to improve the educational performance of students. The technologies shall comply with legal and professional standards. Classroom instruction is provided in large groups, small groups, and through individualized instruction. Instruction will not be limited to the traditional classroom setting, but will be limited only by the creativity of the teachers and staff.

The faculty of the Crossroad Academy will integrate **technology** and instruction so that students can take advantage of the many ways technology can be used to help them learn, and reach out to experience (and perhaps positively change) the larger society of which they are citizens.

### **C. Baseline Standard of Student Achievement**

The Florida Comprehensive Assessment Test (FCAT) shall serve as incoming baseline standards of student academic achievement for student enrolling at Crossroad Academy. Students enrolling from another state may submit comparable data in substitution. All students are expected to achieve one year's growth as deemed by the FDOE. Crossroad Academy shall compare its progress to that of the Gadsden County School District Annually. The Crossroad Academy staff views assessment as the

process of measuring a student's progress toward a goal. Each student's academic education plan serves as the foundation from which to measure student outcomes. Outcomes will be congruent with the Sunshine State Standards that identify what Florida public school students should know and are able to do. At the end of each evaluation period, students will receive a written report from the faculty, which will include specific information on the student's progress toward the learning goals in his/her academic educational plan. The report will be based on the child's work, oral presentation, documented observation by the faculty, testing and project assignments.

#### **D. Student Strengths and Needs**

Crossroad Academy shall participate in the statewide assessment program created under FS 1008.22. The method to identify student strengths and needs of students and how well the educational goals and performance standards are met by the students attending Crossroad Academy shall be analyzed annually in the school's improvement plan and/or annual goals and objectives as a result of student performance.

#### **E. Disputes**

All disagreements relating to or arising out of this Charter, which the parties are unable to resolve informally, shall be resolved in accordance with Section 1002.33(6)(h), Florida Statutes

#### **F. Admissions**

The School will admit students without regard to race, color, national origin, religion, disability, (ESOL) or gender as describe in section 1002.33 (10) "Eligible Students." CACS has an open and equitable admission policy whereby admission is completed on a first-come first-serve basis. In accordance with section 1002.331 (2) (a) and (b) CACS may have with a maximum enrollment of up ~~285~~369 students serving the PK-~~12~~8 population.

Admission procedures for the School consist of the following steps:

(1) The student applications and test are reviewed to identify those who meet the eligibility criteria.

(2) Parent(s) and student(s) will then be notified of the selection and are scheduled for a meeting with the School's staff.

(3) A conference occurs between the staff, the parent(s) and the prospective student(s) to determine final placement. Parent(s) and student(s) must agree to participate in the program and sign a contract stating their willingness to abide by the Crossroad Academy Guidelines. (The student(s) will be placed in the program only after parent(s) and child have agreed in writing.)

(4) A contract is then executed which outlines rules, guidelines and responsibilities of all parties. Failure by parent(s) to live up to the contract may result in their child's dismissal.

(5) All enrollments of the School are on a voluntary basis and must have parental approval.

(6) Enrollment is subject to compliance with the provisions of Sections 1003.22 & 32.032, Florida Statutes, concerning school entry health examinations and immunizations.

## **G. Ethnic Balance**

The School will continue to work toward maintaining a student population ratio that is at least representative to that of the district.

## **H. Discipline**

(1) The School agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues that will ensure the health, safety and welfare of all students attending the school, the School will adopt and follow a code of student conduct. (See Appendix D)

The School and the sponsor may agree to a reasonable exception to the discipline, however, any failure to agree to such an exception shall not be considered.

(2) Dismissal of students shall be as described in Appendix ?.

## **I. Financial and Administrative Management**

The parent company, CEDO has 25 years of administrative and financial management experience including utilization of an independent auditing firm. The day to day operation of the school affairs is performed by employees within the parent company organization with ultimate oversight by the Board of Directors..

Additionally, the school and Sponsor agree to the following administrative and financial issues:

(1) The Sponsor shall withhold 5% from public revenues as identified in Section 1002.33 (20)(a), Florida Statutes, for administrative costs.

(2) The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations. Federal, state and local funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal and state/local.

(3) The School shall provide a monthly financial statements to the sponsor, which shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with the form prescribed by the Financial and Program Cost Accounting and Reporting for Florida Schools (the Red Book) and in a format to include in detail, by function and object, all revenue and expenditure activities relating to its operations, and file the appropriate reports with the respective state and federal agencies. The School shall provide the Sponsor with an audited annual financial report for the fiscal year ending June 30, which shall include a complete set of financial statements and notes thereto prepared in accordance with the form prescribed by the Red Book for including into the Sponsor's financial statements annually, formatted by revenue source and expenditures, detailed by function and object **no later than August 15 of each year**. The financial audit shall be performed by a qualified Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing



Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. Funding for any subsequent year or Charter extension, if approved by the School Board, shall be contingent upon the receipt and subsequent review of the audit by the sponsor and/or its representatives. The Sponsor reserves the right to perform additional audits at no cost to the School as part of the Sponsor's financial monitoring responsibilities as it deems necessary. The Sponsor will notify the School of this procedure in a timely manner.

#### **J. Term**

(1) In accordance with section 1002.331(2)(e), This Charter shall become effective July 1, 2006, and shall cover ~~ten~~fifteen (10~~5~~) years (commencing on July 1, 2006) ending on June 30, 2016. The charter must be consistent with section 1002.33(7)(a)19 and (10)(h) and (i) and is subject to annual review by the sponsor.

(2) Pursuant to Section 1002.33(7)(b), Florida Statutes, this Charter may be renewed for fifteen (15) school years provided that a program review demonstrates exemplary academic progress and fiscal management and that it has met the requirements of 1002.33(7)(a) and that none of the criteria in 1002.33(8)(a) has been documented.

(3) This Charter remains subject to annual renewal and may be terminated during the term of the Charter. This Charter may also be modified during its term by mutual agreement of the parties and such modifications shall be agreed to in writing and executed by both parties.

(4) At the end of the term of the Charter, the Sponsor may choose not to renew the Charter for any of the following grounds:

(a) Failure to participate in the State's accountability system created in Section 1008.31 or failure to meet the requirements for student performance as set out in this Charter.

(b) Failure to meet generally accepted standards of fiscal management.

(c) Violation of law.

(d) Other good cause shown.

(5) During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed above in (4)(a - d).

(6) This Charter may be terminated immediately if the Sponsor determines that there is good cause or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume the operation of the School under these circumstances. The School agrees to submit all school records without delay in the event the Charter is terminated pursuant to this paragraph.

(7) At least 90 days prior to renewing or terminating the Charter, the Sponsor shall notify the governing body of the school of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within 14 days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 days of receiving a written request. The School's governing body may, within 14 days after receiving the Sponsor's decision to terminate or refuse to renew the Charter, appeal the

decision to the State Board of Education pursuant to the procedure established in Section 1002.33(8)(c) and (d), Florida Statutes. The School agrees to submit all school records without delay upon of the expiration of the Charter.

## **K. Facilities and Location**

The facility used to house Crossroad Academy Charter School of Business is located at 635 Strong Road. The school is requesting a 10 renewal to facilitate a longer term for financing the construction of a new a larger facility. The parties agree to adhere to section 1002.33 (18), Facilities.

## **L. Human Resources**

### (1) Employment

Employment shall be guided by 1002.33 (12)

(a) The parties to this Charter agree that the School shall select its own employees.

(b) The School agrees that its employment practices shall be nonsectarian.

(c) The Teachers employed by or under contract to the School shall be certified as required by chapter 1012, Florida Statutes. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as paraprofessionals in the same manner as defined in chapter 1012, Florida Statutes.

(d) It is further agreed that the School may not employ an individual to provide instructional services or to serve as a paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

(e) The School agrees to disclose to the parents the qualifications of its teachers.

(f) The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix 2 \_\_\_\_\_

(g) The School agrees to require all employees to comply with the fingerprinting requirements of section 1012.32, Florida Statutes.

(h) The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida Education Equity Act.

(i) The School agrees to comply with all state and federal laws prohibiting discrimination.

(2). Collective Bargaining *[If employees choose to do so]*

(a) The School employees have the option to bargain collectively as a separate unit or as part of the existing district collective bargaining units.

(b) The School, as a public employer, may participate in the Florida Retirement System upon application and approval as a "covered group" under Section 121.021(34), Florida Statutes. If the School participates in the Florida Retirement System, the School employees shall be compulsory members of FRS.

### 3. Private Employees

Teachers may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the teachers would not be public employees.

### **M. Governance Structure**

(1) The incorporating organization of the School is the Community and Economic Development Organization of Gadsden County, Inc. (CEDO). CEDO, a non-profit 501(c) 3, Community Development Corporation, was incorporated in April 1981 under the laws of the State of Florida. This governing board also serves as the School's Advisory Council members.

(2) The corporation is a membership organization, and its activities and affairs are managed by a Board of Directors with a maximum of 25 members. Membership on the Board, term of office and voting privileges are controlled by the corporate by-laws.

(3) The School governing board , which is the Board of Directors of CEDO will define and refine policies regarding educational philosophy, and oversee assessment and accountability to ensure that the School's student performance standards are met or exceeded.

(4) The teachers support and contractual staff will be directly supervised by an administrator who will be in charge of the school's routine operations. The Executive Director is appointed by, and reports directly to, the Board of Directors. All school staff

shall work directly under the administrator who reports to the Executive Director.

(5) The Executive Director, in consultation with School staff, will be responsible for the over-all management of the school, to include creating/adjusting the curriculum and developing an annual budget. Other duties of the Executive Director will include:

selecting the school's administrator(s)

ratifying staffing recommendations

reviewing and approving the budget

overseeing the implementation of the board's policies, guidelines, the curriculum, and contractual agreements

ratifying and monitoring any changes in the contractual agreements

acting as a liaison with the community at large, and assisting with fundraising.

(6) No members of CEDO's Board of Directors will receive financial benefit from the School's operations.

(7) The School will comply with Chapter 119, Florida Statutes, relating to public records. . Furthermore, Board meetings shall be open to the public as per Section 286.011, Florida Statutes.

## **II. OTHER REQUIREMENTS**

### **A. Annual Accountability Reporting**

(1) The School shall prepare progress reports to the Sponsor, as described in 1002.33(9)(k).

### **B. Length of School Year**

(1) The School shall provide instruction for at least 180 days for each school year.

**C. Participation in Interscholastic Extracurricular Activities.**

Parties agree that individual students of Crossroad Academy Charter School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to s.1006.15(3)(d).

**D. Exemption**

Crossroad Academy Charter School shall be exempt from and/or comply with statues as outlined in accordance with 1002.33(16).

**III. FUNDING**

The parties agree to comply with 1002.33(17)(a-d) stating that students enrolled in charter schools, shall be funded as if they are in a basic or special program, the same as students enrolled in other public schools in the school district.

The parties agree that Crossroad Academy Charter School will remain eligible for capital outlay funds pursuant to s. 1013.62.

**A. Revenue Via FTE**

(1) The Sponsor agrees to fund the School in accordance with the legislative guidelines. The basis of the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating

discretionary millage levy; divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district; multiplied by the WFTE of the School. The School agrees that it will submit in a timely manner the information required in Section 1011.62 and 1011.61, Florida Statutes. The School will submit its projected FTE to Sponsor no later than November 15th.

(2) If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to their proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation.

(3) Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the **actual** WFTE students reported by the School during the FTE survey periods.

Additionally, funding for the School shall be adjusted during the year as follows:

(a) In the event of a state holdback or a proration, which reduces district funding, the School's funding will be reduced proportionately.

(b) In the event that the district exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the district, then the Sponsor will review the School's funding to determine the required reduction, if any, that will be made. Payment shall be adjusted both after the October and February FTE surveys to reflect funding for the actual number of WFTE's reported and accepted by the Department of Education.

(4) In any program or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees,



upon adequate documentation from the School, to provide the School with the federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that federal law or regulation does not prohibit this transfer of funds. Any eligible student enrolled in the School shall be provided Federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor, including Title I funding.

(5) The School shall not levy taxes or issue bonds secured by tax revenue.

(6) If the School Charter is not renewed or is terminated, any state or federal unencumbered funds disbursed by the Sponsor to the School shall revert to the Sponsor. In that event, all School property and improvements, furnishings, and equipment purchased with state or federal funds shall revert automatically to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with state or federal funds or non-public funds, ownership of the asset will revert to the Sponsor.

#### **B. Title I**

Title I funds allocated to the School must be used to supplement the reading/writing and mathematics services, and parental involvement for eligible students participating in the Title I Program. If the School accepts Title I funds, at least one percent of the School's budget must be spent in support of parental involvement activities. Title I students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year. The per pupil allocation of Title I funds will correlate with the per pupil allocation of other

district schools. The School shall submit Title I reimbursement requests to the Sponsor on a monthly basis.

Any equipment item purchased with Title I funds costing \$500 or more which is classified as Capitalized Audio Visual or Equipment remains the property of Title I. This property must be identified and labeled for Title I property audits.

The district and region Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

### **C. Fund Disbursement.**

Payment shall be made to the School no later than five (5) working days after the second monthly transfer from DOE. Until the October count is official, payments will be based on the previous year's FTE. An adjustment will be made twice a year based on the October and February FTE Surveys.

### **D. Reporting Of Students -- FTE Generation**

If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions that the School is responsible for.

## **IV GENERAL PROVISIONS.**

### **A. The Sponsor's Duties**

The sponsor agrees to provide services as describe in 1002.33(20) and shall perform duties at describe in 1002.33(5)(b)(1)(a-j).

### **B. The School's Duties**

- (1) School will adhere to charter school requirements according to 1002.33(9).

- (2) The School will adopt the Sponsor's Pupil Progression Plan (PPP) for applicable grades served.
- (3) The School will input all required data into the Sponsor's Information Technology Services system in accordance with sponsor's guidelines.
- (4) The School agrees to allow the Sponsor reasonable access to review data sources, including collection and recording procedures upon request.
- (5) The parties agree that the Sponsor will utilize results from the state and district required assessment programs to provide to the State Board of Education an analysis and comparison of the overall performance of the School students.
- (6) The School agrees to use the records and grades procedures that are consistent with the Sponsor's current records and grades procedure.
- (7) The School will maintain both active and archival records for current/former students in accordance with Florida Statutes.
- (8) All permanent (Category A) records of students leaving the School, whether by promotion, transfer to the public school system, or inter-district or intra-district withdrawal to attend another school, will be transferred to the Sponsor in accordance with Florida Statutes.
- (9) Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the regular Gadsden County Public School System or to another school system.
- (10) Exceptional students shall be provided with programs implemented in accordance with Federal, state, and local policies and procedures. Specifically, the

Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1003.01(3) and 1003.57, Florida Statutes, Section 1002.33, Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code.

(11) Students at the School who are limited English proficient will be served by English for Speakers of Other Languages-endorsed/certified personnel. The School will meet the requirements of the LULAC, et al. vs. State Board of Education Consent Decree.

### **C. Transportation**

~~The School agrees~~ It is the responsibility of CACS to provide for transportation of the School's students consistent with the requirements of Sections 1006.21-24, Florida Statutes. After the 2013-2014 school year, the sponsor will no longer provide contractual transportation services to CACS. ~~through a separate agreement. (See Appendix A.)~~

### **D. Food Service**

Through a separate contractual agreement, the Sponsor shall provide the School with breakfast and lunch for its students. See Appendix B. The Sponsor will be responsible for the processing of applications for free and reduced meals. The Sponsor will make all necessary reporting, filings and reimbursement requests from the appropriate state and federal agencies as a means of reimbursing the Sponsor. Moreover, proceeds for reduced and paid meals collected by the School shall be remitted to the Sponsor to offset cost of providing the meal service. After the 2013-2014 school year, the sponsor will no longer provide the services set out in this section. It will be the sole responsibility of CACS to provide food service.

## **E. Insurance**

(1) The School agrees to secure insurance coverage for its own buildings and contents.

(2) The School further agrees to secure and maintain personal property insurance if the School is leasing personal property from the Sponsor.

(3) The School agrees to provide insurance as follows:

### **(a) COMMERCIAL GENERAL LIABILITY INSURANCE**

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

(1) The School's insurance shall cover the School for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

(2) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.

(3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.

(4) The School shall include the Sponsor and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance as to property owned by or that will revert to Sponsor and as to members, officers, and employees employed by or performing services for the school. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured".

(b) AUTOMOBILE LIABILITY INSURANCE

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

(1) The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.

(2) Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.

(3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

(c) WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

The Workers' Compensation/Employers' Liability Insurance provided by the School shall be as required by Florida law.

(d) APPLICABLE TO ALL COVERAGES

The School shall provide evidence of such insurance in the following manner:

(1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverages before the initial opening day of classes.

(2) The evidence of insurance shall provide that the Sponsor be given no less than sixty- (60) days written notice prior to cancellation.

(3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

(a) Be (I) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company;

(b) If; during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limiting any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated.

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by its Board of Directors or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.

Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

Compliance with the insurance requirements of this Charter shall not limit the liability of the School its subcontractors, its sub-subcontractors, its employees or its agents to the Board or others. Any remedy provided to the Board or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.



The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

The School shall be in default of this Charter for failure to maintain such insurance as required by this Charter.

(e) INDEMNIFICATION

(1) The School, to the extent immunity may be waived pursuant to Section 768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the School with Sponsors reasonable approval and agrees to hold the Sponsor, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this agreement; (b) the School's material breach of this agreement or state or federal law; (c) any failure by the School to pay its suppliers or any subcontractors. However, the School shall not be obligated to indemnify the Sponsor, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers,

employees, subcontractors, or others acting on its behalf. The School shall indemnify, defend and protect and hold the Sponsor, harmless against all claims and actions brought against The Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School. If the School's Charter is not renewed or is terminated, the governing body of the School is responsible for all of its debts.

(2) The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving first to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the School or Sponsor shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor which they agree to assume. The School or the Sponsor shall make available to each other, at their expense such information and assistance as each shall request in connection with the defense of a Third Party Claim.

#### **F. Miscellaneous**

(1) Neither party shall be in default of this Charter, if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of god,

sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Charter in conjunction with any contracts signed by the parties shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and Charters are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Charter shall require approval of the Sponsor.

(3) This Charter shall not be assigned by either party without the prior written consent of the other party; however, the School may without the consent of the Sponsor enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

(4) No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated.

(5) All representations and warranties made herein shall survive termination of this Charter.

(6) If any provision or any part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

(7) This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student, or parent.

(8) This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that State.

(9) Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

The School Board of Gadsden County  
35 Martin Luther King, Jr. Blvd.  
Quincy, Florida 32351  
Attn: Deputy Superintendent

CEDO  
20 East Washington St., Suite A  
Quincy, Florida 32351  
ATTN: Executive Director

Copies of All Notices to:

Clerk of the School Board

(10) The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Charter and they are satisfied with the representation.

(11) The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

(12) This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

(13) Each of the ~~person~~people executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

(14) All executed agreements or amendments to agreements shall be returned to Sponsor within 30 days of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Charter as of the day and year first above written

EXECUTED at \_\_\_\_\_, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2009.

Community and Economic Development  
Organization of Gadsden County, Inc

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
MILLIE FOREHAND  
Executive Director

EXECUTED at Quincy, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2009.

The School Board Of Gadsden  
County, Florida

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
~~Judge Helms~~Isaac Simmons, Chair

h:\djs\gcsb\crossroads charter\amended charter 8-19-09.doc  
h:\djs\gcsb\crossroads charter\charter amendment 2013.docx

SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: June 25, 2013

TITLE OF AGENDA ITEM: Contracts Awarded to E-rate Vendors

DIVISION: Media and Technology

PURPOSE AND SUMMARY OF ITEM:

Board Approval is requested for the attached contracts which were awarded to several vendors through a bid process as required by E-rate. E-rate funding has been requested for the following Category 2 Items, Basic Maintenance and Infrastructure Upgrades and Installations, for the 2013-2014 school year. Vendors awarded contracts for Basic Maintenance are to assist the Media and Technology department with our efforts to maintain instructional equipment within the classroom and our Wide Area Network. Vendors awarded contracts for Infrastructure Upgrades and Installations will upgrade or install cabling and equipment in specific schools to ensure cabling is up to code specifications and replace or non working switches which provides connectivity to the network including wireless.

Validity of awarded contracts is depended upon granting of E-rate funding for the specified category otherwise contract becomes void.

FUND SOURCE: 110

AMOUNT: 10% of funded Items not to exceed \$ 663,000 in total.

PREPARED BY: Darlean Youmans *DYO*

POSITION: Interim Director of Media and Technology

---

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: \_\_\_\_\_

Instructional Media & Technology Department  
Gadsden County School District  
35 Martin Luther King Jr. Blvd  
Quincy, FL 32351

*Request for Proposals (RFP)*  
*for*  
*E-Rate Year 16*  
*July 1, 2013 – June 30, 2014*

*for*  
*Telecommunications Services, Internet Access, Internal*  
*Connections, and Basic Maintenance of Internal Connections*  
*Eligible for E-Rate Funds under the Universal Service Program*



*“Building A Brighter Future  
As We Prepare Students For Life”*

Inquiries may be made to:  
Darlean Youmans  
Director of Technology, Interim  
via email – [youmansd@gcpsmail.com](mailto:youmansd@gcpsmail.com)  
All inquiries and answers will be posted on the  
District’s Website - <http://www.gcps.k12.fl.us>  
to ensure that all vendors have the same information.

**A Vendor’s Information Meeting will be held on  
February 5, 2013 at 9:00 a.m. (EST) at the  
Gadsden County School Board Office  
in the Media and Technology Department.**

## **Introduction**

Under the Universal Service program, the Gadsden County School District is eligible for discounts on eligible services. To be eligible, schools must follow procedures established by FCC and the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which oversees the Universal Service provisions of the Telecommunications Act of 1996.

The Federal Communications Commission (FCC) adopted rules on May 7, 1997 as required by the Telecommunications Act of 1996 that provide discounts for telecommunication products and services for K-12 schools and libraries. The rules were incorporated into the FCC's Universal Service Order (CC Docket No. 96-45). The Order acts to ensure that eligible schools and libraries have affordable access to modern telecommunication services, internal connections and the Internet. This Universal Service discount program is also called the *E-Rate Program*. If you need additional information, you may visit their website at <http://www.universalservice.org/sl/> .

The Gadsden County School District is seeking proposals for E-rate Year 16 – 2013 Funding Year, which begins July 1, 2013.

The selected vendor shall guarantee that the costs quotes are all inclusive. The vendor shall agree that if reduced rates for selected services become available during the life of the contract, new rates may be negotiated under the contract in force.

The district reserves the right to reject any and all proposals and to make any and all purchases to the best interest and advantage of the district; however, price will be the greatest determining factor in vendor selection.

From the time of receipt of this Request for Proposal (RFP) until the announcement of contract award(s), vendors are strongly cautioned to limit **any** communications with the district to the person(s) identified as the district contact(s). Any attempt to circumvent the bidding process by contacting other personnel at the district or the schools directly may result in the disqualification of the vendor.

Any questions concerning this proposal should be addressed, in writing, to the Director of Technology, Interim, Darlean Youmans, at the physical address or email address listed on the cover page of this proposal.

In the event the Gadsden County School District begins to experience budget restraints, or the E-rate program is cancelled, the Gadsden County School District reserves the right to re-negotiate costs with the selected vendors. This may also include canceling services and /or scaling back on services, equipment, or bandwidth. The Gadsden County School District reserves that the billable services approved for funding shall not begin until July 1, 2013. The Gadsden County School District prefers to use the discounted bills method for payment for services and products, unless otherwise stated in the RFP.



The Gadsden County School District (GCSD) is submitting a Form 470 to the School & Libraries Corporation (E-Rate Program) that will cover the following eligible sites:

1. Carter-Parramore Academy (CPA)
  - Hope Academy (located on CPA's campus)
  - Gadsden Central Academy (located on CPA's campus)
2. Chattahoochee Elementary School
3. East Gadsden High School
4. Gadsden Elementary Magnet School
5. Gadsden Technical Institute
6. George W. Munroe Elementary School
7. Greensboro Elementary School
8. Gretna Elementary School
9. Havana Elementary School
10. Havana Middle School
11. James A. Shanks Middle School
12. St. Johns Elementary School
13. Stewart Street Elementary School
14. West Gadsden High School
15. Crossroad Academy Public Charter School
16. District Offices

## **Objective**

To identify qualified Vendors to provide Telecommunications, Internet Access, Internal Connections, and Basic Maintenance of Internal Connections for E-Rate funding year 2013. Contracts must be signed for E-rate eligible services on or before March 6, 2013.

## **Proposal Categories**

This RFP is requesting Fixed Price proposals on the following categories of services. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

- ◆ **Telecommunications Services**
- ◆ **Internet Access**
- ◆ **Internal Connections**
- ◆ **Basic Maintenance of Internal Connections**

## **Scope of Work**

This RFP outlines the Scope of Work for each of the four (4) proposal categories referenced above. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors.

## Category One

### Telecommunications Services

#### Part One

**Local telephone service for voice/fax services to school sites in the following communities:**

- a. Havana (including East Gadsden High School)
- b. Chattahoochee
- c. Quincy, Greensboro, Gretna, St. John
- d. Long Distance services for all schools and the district office. (Quote in-state, out-of-state, & rounding-up policy)
- e. Data lines (multi 56 Kbs) for each school.

#### Part Two

Gadsden County School District is requesting proposals to support cellular wireless telecommunication services, for up to 40 phones with optional Short Message Service (SMS) and Internet service, for use throughout the Gadsden County School District. Cellular Service should be able to allow users to receive radio transmissions to receive wireless telephone and internet services. The request will also include Email and internet services for some Smart phones and tablets, such as iPad, that integrate with our Student Information/Management System. These lines and services need to be under one master billing account where they are sharing minutes. The district currently has phone/wireless equipment already in use. We need to maintain the cellular numbers we currently have in service and have the option to increase the number of lines available. Any additional numbers or tablets needed must be able to be added to our current services. We prefer yearly contractual services, but will consider a multi-year contract. This is not a guarantee or commitment to contract with a different vendor, but is being utilized to find the most advantageous solution for our district.

*(Currently, the district services are provided by Verizon Wireless, which is a State of Florida contracted vendor.)*

## Category Two

### Internet Access

#### Part One

Requesting proposals to support ISP services for all 18 facilities within the District with the administrative hub and initial Internet access point located at the Gadsden County School District. The proposal must include services required to deliver full E-rate eligible ISP services to support the current bandwidth.

The Gadsden County School District currently lease services for Internet Access services/data transmission services for the following eligible locations:

1. East Gadsden High School
2. Havana Elementary School (line connects From HES to HMS)
3. Havana Middle School (existing line has meet point: A T & T, formerly BellSouth, and Quincy Telephone Company/TDS)
4. Chattahoochee Elementary School (existing line has a meet point: FairPointe Communications, formerly GTCOM, and Quincy Telephone Company/TDS)
5. Carter-Parramore Academy
  - Gadsden Central Academy (located on CPA's campus)
  - Hope Academy (located on CPA's campus)
6. Gadsden Elementary Magnet School
7. Gadsden Technical Institute
8. George W. Munroe Elementary School
9. Greensboro Elementary School
10. Gretna Elementary School
11. James A. Shanks Middle School
12. St. Johns Elementary School
13. Stewart Street Elementary School
14. West Gadsden High School
15. Crossroad Academy Public Charter School
16. District Offices (Internet Service is currently provided by FIRN2 and TDS) - This site serves as the central location for Internet Access for all of the eligible sites listed above.

*(Currently, the schools in the Quincy area are under a multi-year Internet Access contract with TDS and FIRN.)*

These eligible sites currently have fiber connections to the district office that are dedicated to Data Services rated at 100MB with TDS and 4 T1 lines with FIRN for all schools .

***End-to-end, secure, reliable,*** wide area network leased telecommunication with 100MB+ fiber connections to all the above listed schools from the District Office at 35 Martin L. King, Jr. Blvd, Quincy, FL., *that is compatible with the existing infrastructure at all schools and the district office.* The vendor must provide documentation outlining how they will provide the following:

- a. **“End-to-End Services”** – The vendor must provide, install, and configure leased equipment for each school site (where none exist) and the district office that is

**Gadsden E-Rate RFP YR 16 – Funding YR 2013**

necessary for the use of these services. For this proposal, the vendor shall provide the District with

- i. A description of the equipment that will be installed to include Make, Model, Electronic Specifications. Manufacturer's spec sheets are preferred.
  - ii. Cost for the installation and configuration of this equipment must be listed as a "onetime, non-recurring cost" in the proposal.
  - iii. Fees for monthly leasing of the equipment must likewise be included in the quote.
- b. "Secure Services"** – The School District requires that the leased telecommunications lines used in its wide area network be secure. The vendor must document how the leased services being proposed will provide security measures to ensure the integrity of sensitive student and personnel data that will be transported across the wide area network.
- c. "Reliable Services"** – The School District requires that the leased telecommunication lines used in its wide area network be reliable. The vendor must document how they, as a company, can provide 24/7 reliability. This documentation should also include:
- i. A toll free number that is monitored 24/7 for the district network manager to use to report problems.
  - ii. A single contact person who will be responsible for working with the district network manager to resolve all problems.
  - iii. Assurances that the vendor will maintain backups of configurations and spare equipment for reliability.
- d. Compatible with existing network equipment** – The vendor must provide assurances that the proposed services, including equipment, will be compatible with each school's local area network, the district's centralized wide area network equipment, and Florida Department of Education's FIRN network.
- e. As required by the School & Libraries Corporation, the Vendor will provide a statement that the following is true:**  
The service provider will install equipment on the premises of the eligible sites as a part of their provision of eligible telecommunication services. The equipment will be considered part of the provision end-to-end telecommunication services (not as Internal Connections).
- i. The equipment will be provided by the same service provider that provides the service, and ownership will not transfer to the school in the future.
  - ii. The relevant lease does not include an option to purchase the equipment by the school.
  - iii. The school has no contractual right to exclusive use of the equipment.
  - iv. Up-front, non-recurring charges are less than 67% of total charges.
  - v. The equipment will not be used by the school for any purpose other than receipt of eligible telecommunications services of which it is a part.
  - vi. The local area network for data communications of the school is functional without dependence on the equipment.
  - vii. Responsibility for maintaining the equipment rests with the service provider, not the school.

- f. **The Instructional Technology Department is not seeking a wireless alternative solution to the wide area network, but one can be submitted for consideration. The district owns ITFS towers at all sites, but the condition and heights of these towers may not prove to be of the quality needed for a secure, stable wireless network.**
- g. **A multi-year contract may be submitted if there is a clause that allows the School District the right to end the contract if E-Rate funds become unavailable.**

## **Part Two**

The Gadsden County School District is seeking to maintain Internet Access at the speed of 1GB to the Quincy area locations and 100MB to the Chattahoochee and Havana areas for voice, video and data services. The school district currently has a 6MB connection paid with funds through the State of Florida. This filing for the Gadsden County School District is to maintain the 106 MB connection into the central office out to the school sites for it Wide Area Network (WAN).

## **Part Three**

Gadsden District Schools is seeking a Web Hosting service that provides a means for each of the following sites the ability to display content on the Internet.

1. Carter-Parramore Academy (CPA to include HOPE Academy)
2. Chattahoochee Elementary School
3. East Gadsden High School
4. Gadsden Central Academy
5. Gadsden Elementary Magnet School
6. Gadsden Technical Institute
7. George W. Munroe Elementary School
8. Greensboro Elementary School
9. Gretna Elementary School
10. Havana Elementary School
11. Havana Middle School
12. James A. Shanks Middle School
13. St. Johns Elementary School
14. Stewart Street Elementary School
15. West Gadsden High School
16. District Offices

According to USAC regulations, funding is limited strictly to the following eligible web hosting functions:

- Provision of web site traffic (bandwidth)
- Provision of disk space for storing applicant provided content
- Provision of File Transfer Protocol (FTP) transfer or a Web interface to upload files

If services include ineligible features, such as software applications, end-user file storage and content editing features, please indicate these items as ineligible in your proposal. Any cost allocation must be based on tangible information that provides a reasonable and appropriate delineation between the eligible and ineligible components.

Maintenance and technical support appropriate to maintain reliable operation is eligible for discount when provided as a component of an eligible Internet access service.

This is not a guarantee or commitment to contract with a different vendor, but is being utilized to find the most advantageous solution for our district.

The vendor that is awarded this contract must be able to move all district, school and teacher content to the new vendor in the event a new vendor is selected.

## Category Three

### Internal Connections

#### Part One

The Universal Services Program has certain requirements for all internal connections to be considered to be eligible services. They define *Internal Connections* as “components located at the applicant’s site that are necessary to transport information to classrooms, publicly accessible rooms of a library, and to eligible administrative areas or buildings. Internal Connections include connections within, between or among instructional buildings that comprise a school campus or library branch, but do not include services that extend beyond the school campus. Components at the applicant site *are eligible only if* they are an essential component in the transmission of information within the school. The components must be necessary to transport information all the way to individual classrooms.”

Internal Connections do not include services that extend across a public right-of-way beyond the school. Funding for Internal Connections is subject to the provisions of the “Two-in-Five Rule.” The “Two-in-Five Rule” states that “*for Internal Connections each eligible entity may obtain support for Internal Connections funding requests every two out of five years. This limitation applies only to Internal Connections and not to requests appropriately categorized as Telecommunications Services, Internet Access, or Basic Maintenance of Internal Connections*”.

- **Additions/Upgrades for schools’ local area network.** This contract will be to add/replace existing 10BASE-T and 100BASE-TX Ethernet infrastructure including switches, hubs and network media with 1000BASE-T Switched Gigabit Ethernet to the Desktop for select schools. Ethernet to the desktop will include Power Over Ethernet (POE) services. Infrastructure Upgrades with 10GB or better connection backbone between buildings. Infrastructure upgrades will be for the following sites:
  - Gadsden Elementary Magnet School
  - Gretna Elementary School
  - Greensboro Elementary School
  - Carter-Parramore Academy
    - Gadsden Central Academy (on CPA campus)
    - Hope Academy (on CPA’s campus)
  - West Gadsden High School
  - Chattahoochee Elementary
  - District Office
  - Havana Elementary School
  - Havana Middle School
  - Gadsden Technical Institute
  - James A. Shanks Middle School
  - St. John Elementary School
  - George W. Munroe Elementary
  - East Gadsden High School
  - Stewart Street Elementary
- ◆ The exact number of switches for each school will be determined by the data specifications below unless denoted otherwise during the walk through.
  - Data Design Specs
    - Classroom ..... 1 dual, 2 quads and 2 overhead/ceiling
    - Lab ..... 30 drops
    - Office ..... 1 dual per 100 sq. ft.
    - Media Center ..... individualized per walk through



- ◆ Requesting proposals to replace the switches for data communications in schools and upgrade the capacity so that they are capable of Power over Ethernet to support certain services.

**Part Two**

- Gadsden County School District is seeking proposals for an enterprise class wireless network solution for eligible schools under the guidelines of the E-Rate program.

Gadsden Elementary Magnet School	Havana Elementary School
Gretna Elementary School	Havana Middle School
Carter-Parramore Academy	Greensboro Elementary School
• Gadsden Central Academy (on CPA's campus)	Gadsden Technical Institute
• Hope Academy (on CPA's campus)	James A. Shanks Middle School
St. John Elementary School	Stewart Street Elementary
Crossroads Academy	District Office

- ◆ Components must integrate with the existing managed wireless system installed at East Gadsden High School and West Gadsden High School.
- ◆ Installation must include one Access Point per classroom and sufficient access points for adequate use in all common areas for all 14 sites
- ◆ Coverage options will need to support high density, maximum classroom connections and complete coverage of all indoor and outdoor common areas.
- ◆ Installation and configuration services should be built into price, including knowledge transfer.

➤ Warranty

- ◆ Unless otherwise specified, unconditional guarantee in writing of the materials, equipment, and workmanship for a period of not less than the agreed upon warranted time, beginning from the date of acceptance by the school district. The school district shall deem acceptance as beneficial use.
  - ◆ Transfer manufacturer's warranties to the school district.
- Vendors may submit proposals on all or portions of the wiring and components associated with parts one and two of this request.
  - Each proposal should reflect an itemized cost per site as the district reserves the right to award this bid in full or in parts.
  - It is strongly suggested that prospective vendors inspect Gadsden's network equipment prior to submitting a proposal and provide a Fixed Price proposal to replace any equipment that it establishes has reached end of service life.
  - It is recommended that vendors not familiar with the Gadsden District Schools network complete a tour of each school's facilities prior to preparing proposals.

- Campus drawings and LAN outlines will be provided at a vendors' information meeting on February 5, 2013 at the Max Walker Administration Building, in the District Media & Technology Center, located at 35 Martin L. King, Jr. Blvd, Quincy, FL 32351.

### **Part Three**

The Gadsden County School District is requesting proposals for upgrades to the present Video-on-demand Digital Media Distribution system. Safari Montage is currently used for the districts' digital content. The system shall provide each classroom video on demand and all needed TV channels. The system shall also provide the ability to control the projectors within the school from a single point.

Safari Montage or Equal: Must have content with Comprehensive Metadata, Digital Rights Management (DRM) and be tied to the Florida State Educational Standards; IPTV video capability and live broadcast to manage streams across the district from one headend; be capable of controlling and managing IP devices such as projectors and have a desk top video module. The system shall provide each classroom video on demand and all needed channels.

## Category Four

### Basic Maintenance on Internal Connections

The FCC has clarified the maintenance services eligible for E-Rate discounts. Vendors should review the current *Eligible Services List* on the SLD website and ensure their proposals for maintenance are limited to *basic maintenance services* that are unquestionably eligible for E-Rate discounts.

- ◆ **Basic Maintenance Contract on all Client/Server Services (Novell) on eligible file servers, routers, web server, firewalls, and dedicated data switches (all sites and district office).**
  - Vendor must be qualified to provide all the above maintenance without subcontracting. Vendor must be Novell trained with at least five years of experience in successfully maintaining *large* Novell networks (1500+ computers). Submit quote of Hourly Charge and Travel Costs. Established needs and past experiences indicate that this will mean a minimum of 24 hours per week. If vendor is a new contractor to the Gadsden School District Instructional Technology Department, please submit qualifications and job references as listed below.
- ◆ **Basic Maintenance Contract on dedicated voice switches for VOIP system (all sites and district)**
  - Vendor must be qualified to provide the above maintenance with at least five years of experience in successfully maintaining large VOIP networks (1500+ phone system). Submit quote for maintenance costs necessary to have the VOIP online 24/7. Established needs and past experiences indicate that this will mean a minimum of 18 hours per week. If vendor is a new contractor to the Gadsden School District Instructional Technology Department, please submit qualifications and job references as listed below.
- ◆ **Basic Maintenance Contract on all eligible video-to-the classroom components (all sites).**
  - Established needs and past experiences indicate that this will mean a minimum of 1 eight-hour day per week. Submit hourly charge and travel costs. If a new contractor to the Gadsden School District Instructional Technology Department, please submit qualifications and job references as listed below.
- ◆ **Basic Maintenance Contract on all eligible network infrastructures including wiring, wall jacks, raceways, conduit, wireless access points.**
  - This contract will be based on a per call basis with an estimated monthly minimum. Experience indicates the need for an average of 5 eight-hour days per month to maintain the infrastructure at all eligible sites in the school district. Vendor should submit a bid for their hourly charge and travel costs. If this is a new contractor to the Gadsden School District Technology Department, please submit qualifications and job references as listed below.

**Please provide the following information as part of your application.**  
*(GCPS reserves the right to reject any and all applications from vendors that omit this information from the application.)*

1. What is your previous experience with E-rate-supported services?
2. What is the previous amount that you have had funded in Telecommunications, Internet Access and Internal Connections, and/or basic Maintenance categories?
3. What assistance can you provide during the Program Integrity Assurance (PIA) and Item 25 review as pertains to the delivery of eligible services awarded to your company?
4. What documentation and backup material can you provide in the event that an appeal (either the SLD or the FCC) is necessary?
5. What experience have you had in assisting customers in filing for extensions and substitutions?

### **Vendor Information**

1. According to the Universal Service program, to qualify as a participant, the Vendor must:
  - a. Apply for a Service Provider Identification Number (SPIN) and provide it with the proposal. for additional information, you can call the SLD at 888-641-8722, or access their web site at <http://www.universalservice.org/>
  - b. Agree that the school's portion of the contract is subject to the availability of the discount to the schools on a year by year basis.
  - c. Separate ineligible services and equipment from eligible services and equipment and include start and completion dates for the work on each invoice.
  - d. Agree to assist the GCSD in resolving administrative issues that arise from the Universal Service program.
  - e. Provide resume(s) for your E-Rate Project Executive. The resume must reflect 3 – 5 years of successful E-rate project management with school districts of comparable enrollment.
2. The Vendor submitting a proposal involving equipment (switches, routers, telephones, servers, etc.) must have no less than two full-time certified professionals on staff and a certified professional must complete installation.

3. The Vendor submitting a proposal involving equipment (switches, routers, telephones, servers, etc.) must provide "help-desk" assistance by a qualified technician between 8 a.m. and 4p.m. EST via a toll free telephone number.
4. The Vendor must be able to provide on-line remote support assistance to customer.
5. The Vendor must be able to provide on-site management/maintenance service with a response time of three hours or less.
6. The Vendor must provide evidence of at least 5 years of experience in integration and installation of telecommunications services.
7. Proof of the above qualifications and evidences of the above must be part of the RFP.
8. The vendor must be completely and solely responsible for the transportation and completion of all repairs to the equipment from and to the original location and coordinate all warranty repairs.
9. If equipment that is under warranty is not operational because of defects at any time after receipt of the product by the GCSD, the vendor will provide replacement equipment until the defective equipment is repaired or replaced.
10. The Vendor will designate a Liaison or Project Manager within the Vendor's firm with whom all concerns and issues will be addressed.
11. The Vendor will provide the GCSD with alternative methods of contact other than the telephone (i.e., cell phones, pager or email addresses.)
12. The Vendor will make certain that its employees, agents, volunteers and contractors, who may have contact with students, are in compliance with Florida's Jessica Lunsford Act.
13. In the event that the GCSD determines in good faith that a Vendor's employee is not conducting himself/herself in a professional manner, the Media & Technology Director will contact the Vendor with respect to such conduct and will act in accordance with the appropriate Sections of the signed Services Agreement.
14. All communications from an awarded Vendor to the GCSD shall be directed to the Media & Technology Director or his/her designee. No other employee of the GCSD will be authorized to operate under the terms of any agreement resulting from this RFP.
15. The successful Vendor shall comply with all Federal, State, and Local laws, ordinances, regulations and Gadsden County School Board rules and policies pertaining to work for the school district, and shall, at its expense, obtain any permits that may be required.
16. The Vendor will not discriminate or permit discrimination against any person because of race, color, religion, sex or national origin. In the event of such discrimination, the GCSD may, in addition to any other rights available under this RFP, at law or in equity, terminate the Vendor.
17. The Vendor agrees to preserve the confidential nature of confidential, nonpublic information disclosed to it by the GCSD in the course of this RFP. During the performance of this project, the Vendor may be exposed to data of a confidential or

sensitive nature. The Vendor will maintain strict confidentiality regarding information which it gains access to in the course of this contract.

18. All proposals shall specify in detail, what information and/or documentation contained within the proposal is considered confidential or proprietary information by the Vendor.
19. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the designated contact at the designated time.
20. Should the vendor require a subcontractor for purposes of the work/services as part of this RFP, they must declare in the RFP the name of the subcontractor and their address and telephone number. The Gadsden County School District reserves the right to reject any subcontractor without explanation or recourse by the vendor or subcontractor. Neither party to the contract shall assign the contract or sublet it as a whole without the consent of Gadsden County School Board, nor shall the vendor assign any monies due or to become due to him without written consent of the School Board.
21. All new vendors (those who have never held a contract with the Instructional Media & Technology Department) will be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal and are in all respects competent and an eligible Vendor to fulfill the terms of this request. The Gadsden County School District may make such investigation as deemed necessary to determine the ability of the Vendor to provide the items required and reserves the right to reject any Vendor's proposal if evidence fails to indicate the Vendor is qualified to provide the items on this request.
22. New Vendors must provide evidence of successful past performance in providing turnkey network integration in the commercial and/or private market place during the last five years. Depending on the area of service, the Vendor must provide evidence of his ability to provide the following examples of services:
  - Network Integration (both LAN and WAN)
  - Network Engineering
  - Inside and Outside cabling if submitting a proposal for infrastructure and/or Local Area Network Maintenance
  - Novell LAN Installation and Management
  - PBX installation, integration, and maintenance if submitting a proposal involving telephone systems

The submission of a minimum of three references with contact name, county/school name or company name, address phone number, and a brief description of the work performed in paragraph form will be applicable for this section of the RFP.

## Vendor Liaison

The Vendor will designate a Vendor Liaison (Project Executive) within the Vendor's firm with whom all concerns and issues will be addressed.

## Vendor Payment(s)

A portion of the procurement addressed in this RFP may be eligible for federal E-rate funds under the Telecommunications Act of 1996. The Gadsden County School District is applying for applicable funding and, if awarded E-rate funds, the selected vendor or vendors will receive payment of completed, approved services within thirty (30) days of invoicing.

Prices quoted shall be all inclusive and represent complete installation and integration at the designated site(s). The vendor is responsible for all parts, software, labor and all other associated equipment necessary to completely install, test, and request for completion approval by the Gadsden County School District.

A Vendor providing awarded services will submit invoices showing Purchase Order number and costs breakdown. Vendor invoices shall contain only charges for those services that are **completed** and completion approved by the GCSD. Invoices must include copies of time sheets for the billed week and they must be signed by the Director of Media & Technology Services. Invoices will be paid within thirty (30) days of receipt of the Vendor's invoice. All invoices will be subject to approval from the Media & Technology Department.

All invoices should be submitted to:

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

**If the Gadsden County School District is denied by the SLD the award of requested discounts or any portion thereof, then GCSD reserves the right to void the selected vendor(s) proposal(s) and contract(s), and so choose not to pursue any agreement. The GCSD will not be held liable for any express or implied guarantees.**

It is recommended that vendors visit the Gadsden County Public Schools Web Pages for additional detailed information regarding the district and the individual schools - <http://www.gcps.k12.fl.us>.

This RFP and Answers to Vendor Questions can be found at: <http://www.gcps.k12.fl.us>

**Vendors must submit their proposals so that all eligible equipment is separated and priced from all ineligible, but necessary, equipment.**

## **Financing**

After notification of award, the Vendor will receive a purchase order for the products and service for which the Vendor will be responsible as a result of the RFP. This purchase order will show the amount that is the responsibility of the local school system. In the contents of the purchase being issued will be a Contingency Clause paragraph which states that the purchase order that is being issued is contingent on the FCC Fund Administrator approving the Contract for Universal Services Funding and adequate funding from grants or other funds of revenue. The purchase order shall also include the amount of funds that the FCC Fund Administrator will be required to pay based on the schools e-rate percentage. This purchase order will constitute a contingent contract between The Gadsden County School District and The Vendor. After notification by the School and Libraries Division (FCC Fund Administrator) of the acceptance of the Universal Services Contract, the contingency will be removed and the purchase order will become legal and binding contract between The Gadsden County School District and The Vendor. The purchase order will be the document used to determine the status of the contract and will determine the amount of payment by the school system and the FCC Fund Administrator.

Neither party to the contract shall assign the contract or sublet it as a whole without the consent of the Board, nor shall The Vendor assign any monies due or to become due to him without written consent of the Board. In return for the installation and implementation of the products and services as specified by The Board shall pay The Vendor full within thirty days from the installation completion. The Board agrees to work jointly and cooperatively with The Vendor completing any and all paperwork necessary and required for the reimbursement of The Vendor by the FCC Fund Administrator.

## **Warranty**

The Vendor shall fully warrant all items and services provided under this RFP against defects in material and workmanship for a minimum of three years or greater as provided by the equipment manufacturer's warranty. Warranty information should be submitted per an equipment basis in the Bid Proposal. Should any defects in workmanship or material, excepting ordinary wear and tear or abuse, appear during the warranty period, the manufacturer or his representative shall repair or replace such items at no cost to the Gadsden County School District.

## **Price Quotations**

Price quotations are to include the furnishing of all materials, software, equipment, maintenance, shipping cost, delivery, installation, and the provisions of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The Gadsden County School District will not be liable for any costs beyond those proposed herein and awarded. The Vendor shall include all application cost in the price quotation. In case of discrepancy in computer proposal prices, the unit price shall govern and the total price shall be revised accordingly.



## **Variation in Quantities and Configuration**

Equipment and service capacity requirements are the best estimate currently available. The Gadsden County School District reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the Gadsden County School District the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

## **Termination of Services**

- ◆ Should Vendor fail to perform fully, faithfully and promptly any obligation owed to the Gadsden County School District, the school district may consider the breach material and may terminate any agreement resulting from this RFP.
- ◆ The performance of work under any agreement resulting from this RFP may be terminated by the Gadsden County School District in whole, or from time to time in part, whenever the GCSD shall determine that such termination is in the best interest of GCSD. The Vendor will be compensated only for services performed before the specified date of termination.
- ◆ If the Gadsden County School District fails to appropriate funds or if funds are not otherwise made available for continued payment of any agreement resulting from this RFP, the agreement shall be canceled automatically as of the beginning of the fiscal period for which funds were not appropriated or otherwise made available. The Vendor will be compensated only for services performed before the specified date of termination.

## **Responding to the RFP**

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. An Evaluation Committee will determine fulfillment of all proposal requirements of the RFP. Responses that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the GCSD of any inconsistency or error, which they may discover upon examination of this RFP. Interpretations, corrections, or changes made to the RFP in any other manner will not be binding, and the vendor shall not rely upon such interpretation, corrections, or changes. Addendum will be made by the GCSD. Addenda will be issued as expeditiously as possible via the District's web site at [www.gcps.k12.fl.us](http://www.gcps.k12.fl.us). It is the vendor's responsibility to check the website and to determine whether all addenda have been received.

Vendors requiring clarification or additional explanations of any section or sections contained in this RFP may contact:

Darlean Youmans  
Director of Technology, Interim  
Gadsden County School District  
35 Martin Luther King Jr. Blvd  
Quincy, FL 32351  
Fax: 850-875-9058  
Email: [youmansd@gcpsmail.com](mailto:youmansd@gcpsmail.com)

Any major omission of required information or inaccurate information provided in the proposal may result in the Vendor considered being out of compliance with the RFP requirements.

The Gadsden County School District may choose not to evaluate or disqualify any proposals that are difficult to read, are difficult to understand, and are missing any required information.

Any Vendor who submits a proposal agrees that:

- a. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- b. Any costs associated with developing and delivering responses to this RFP are entirely the responsibility of the Vendor.
- c. All materials submitted in response to this RFP become the property of the GCSD.  
and
- d. An individual authorized to legally submit the proposal must sign the proposal in ink.

The proposal must detail all costs associated with providing the proposed services. The proposal must include a separate rate schedule or quote for each category of services being proposed. All costs for proposed services must be reflected in the cost submitted in the proposal. There can be no additional line item costs or any additional charges above the price indicated on the proposal for each item.

## Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support any and all equipment or services.

**The Gadsden County School District anticipates that the proposal submission review and evaluation process for this RFP will take place according to the following general schedule:**

### Schedule of Events:

The following is the required schedule of events for the RFP process. This schedule may change depending on the results of the responses and a final schedule will be established prior to contract with the successful vendor.

#### **RFP Posting**

<http://www.gcps.k12.fl.us>

February 5, 2013

#### **Vendors Information Meeting**

February 5, 2013

9:00 a.m. EST

#### **Proposal Submission Deadline**

**March 5, 2013**

**5:00 p.m.**

#### **Bid Opening(s)**

**Gadsden County School District**

**Media & Technology Center**

**35 Martin Luther King, Jr. Blvd**

**Quincy, FL 32351**

**March 6, 2013**

**9:00 a.m. EST**

#### **Contract Award Date**

March 6, 2013

#### **Service Start Date**

July 01, 2013

#### **Service Completion Date**

June 30, 2014

## **RFP Evaluation Methods**

1. Vendor's overall performance will be based on available references, reliability, and vendor qualifications.
2. Vendor's performance history will be based on the last five years, including length of time reselling and installing the proposed products or services. Client certifications from prior installations with a minimum of three commercial, private, and/or educational references are required.
3. Vendors will be evaluated on their ability to meet all the requirements detailed in this RFP. (All components must be of a brand name, preferably CISCO, MICROSOFT, NOVELL, etc.) (Generic models are unacceptable)
4. Vendors will be evaluated on their ability to provide long-term support including but not limited to onsite support and application/instruction integration and support.
  - a. onsite support
  - b. application/instruction integration and support
5. Vendors will be evaluated on their ability to assume as a turnkey provider for, but not limited to:
  - a. Integration of services with existing infrastructure
  - b. Network engineering and design (Certified Services)
  - c. LAN/WAN management (Microsoft, Novell)
  - d. Inside and outside cabling
  - e. Management/maintenance/service contracts
6. Vendors will be evaluated on their ability to coordinate and complete job within required time limits.
7. All proposals will be evaluated by an Evaluation Committee. The GCSD will select a Vendor or Vendors, and each respective proposal(s), based on the recommendation(s) of the Evaluation Committee.
8. The Evaluation Committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. The GCSD reserves the right to reject any proposals, if, in its sole judgment, it is in the best interest of the school district. The Evaluation Committee will evaluate the remaining proposals based on evaluation criteria stated in this RFP. The GCSD reserves the right in its sole discretion to reject all proposals and re-issue another RFP.
9. Vendor proposals will be evaluated to determine the most cost-effective opportunity for the GCSD. As required, price will be the primary factor, but will not be the sole factor in determining the vendor(s) or proposal(s) selected. Other relevant factors will include quality of proposal (including technical expertise and feasibility), vendor experience and credibility (including any past performance experience with the GCSD, ); general technical expertise and excellence as well as technical expertise associated with the proposed solutions design; management capability (including project management experience, schedule compliance and implementation experience).

10. The Gadsden County School District may at its discretion and at no fee to the GCSD, invite any Vendor to appear for questioning during RFP evaluation period for the purpose of clarifying statements in the response.
11. The Gadsden County School District reserves the right to accept or reject all proposals of sections thereof and when the rejection is in the best interest of the GCSD. The GCSD reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor can propose.
12. The GCSD reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature, and to reject the proposal of a Vendor who in the opinion of the Gadsden County Board of Education is not in a position to adequately perform the contract.
13. The GCSD reserves the right to reject any or all proposals, any part or parts thereof a proposal, waive any technicalities, increase or reduce quantities, make modifications to specifications, and award any or the entire contract in a manner that is in the best interest of the Gadsden County School District. Contracts will be awarded to the highest ranked Vendor determined to be in the best interest of the Gadsden County School District.

**E-Rate accepted weighting of these factors will be used in evaluating bid responses. An example of such weighting is posted on the SLC's website [www.sl.universalservice.org](http://www.sl.universalservice.org).**

## **Response Submission**

**Responses to the RFP must be submitted and delivered to the Gadsden County School Board no later than 5:00 p.m. on March 5, 2013 so that this RFP will be in compliance with the Commission's competitive bidding requirement for Universal Service Support and Services.**

**Beginning February 5 – March 5, the RFP must be submitted to:**

**Gadsden E-rate RFP YR16  
Instructional Media & Technology Department  
Attention: Darlean Youmans  
35 Martin Luther King, Jr. Blvd.  
Quincy, FL 32351**

It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. Late arrivals will not be accepted. The Gadsden County School District is not responsible for delays due to the Post Office, UPS, etc. **Envelopes containing RFPs should be clearly marked so that they are easily identified as containing a RFP proposal.**

### **Award Notification**

Notification of award and signature of contract will occur on or after March 6, 2013. The selected Vendor(s) will begin the project as soon after the Gadsden County School District receives project authorization from the School Board of Gadsden County and funding commitments from the Universal Service Administrative Company, as well as, agreed upon start dates from the Director of Media & Technology and the Vendor(s).

## RFP Memorandum of Understanding

To: Gadsden County Board of Education

Vendor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

Having carefully examined the request for proposal documents prepared by the Gadsden County Board of Education and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for unit prices and totals shown.

The Undersigned agrees that the unit prices quoted on the Technology Specifications attached hereto shall govern in the event error in totals, and further agrees that, should quantities of items be changed prior to award of the Contract from the specifications, these unit prices will prevail for the revised schedule.

It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing and, with all other local, state, federal laws, and that legal requirement has been violated in making or accepting this proposal, in awarding a contract to him or in the delivery of products.

In submitting this proposal, it is understood that the right is reserved by the owner to reject any or all proposals and waive all informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of ninety (90) days from the opening thereof.

The Gadsden County School District is not liable for any cost incurred by the vendor in preparing a response to the RFP.

Contact Sonja Bridges with questions.

\_\_\_\_\_  
Name of Bidding Vendor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title of Person Signing

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
(Area Code) Telephone Number

**THE SCHOOL BOARD OF GADSDEN COUNTY**  
**“Building A Brighter Future”**  
**Reginald C. James, Superintendent of Schools**  
**35 Martin L. King, Jr. Blvd**  
**Quincy, Florida 32351**  
**Tel: (850) 627-9651**  
**Fax: (850) 627-2760**

MINORITY-OWNED FIRM OR COMPANY

I (we) do hereby certify that my (our) business qualifies as a minority-owned firm or company. Please check one of the following applicable:

- Black
- Hispanic
- American Indian-Alaskan Native
- Female
- Physically or Mentally Disability
- Asian-Pacific Islander

Manual Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Signature: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Non-Minority Firm or Company**

I (we) do hereby certify that my (our) business does not qualify as a minority-owned firm or company.

Manual Signature: \_\_\_\_\_  
Typed Signature: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

***NOTE: Pursuant to section 289.094, Florida Statutes, it is unlawful for any individual to falsely represent any entity as a minority-owned firm or company for purpose of qualifying for certification as such an enterprise under any program, which, in compliance with federal law, is design to assist minority-owned firms or companies in receipt of contracts for the provision of goods and services.***

***NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED WITH YOUR BID IN ORDER FOR YOUR BID TO BE VALID.***



**SWORN STATEMENT: UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crimes subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]
  - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]
  - The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_, who, after first being sworn by me,  
[Name of individual signing]

affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

The following is a list of companies which responded to the Gadsden County School Board E-rate RFP Posted on February 05, 2013.

**Internet Access**

1. Web Hosting
  - Cyberschool
  - SchoolinSites
  - Sharp School
  - Schoolwires

**Internal Connections**

1. Infrastructure Upgrades
  - Hayes
  - Carousel
  - NCS (Cabling only)
2. Wireless installation
  - Hayes
  - Carousel
  - UDT
  - NCS (Cabling only)
3. Video on Demand
  - Progressive Communication

**Basic Maintenance of Internal Connections**

1. Client Server Services
  - Intra Tech Alliance
2. Video to Classroom Services
  - Applied Communication
3. Network Infrastructure
  - Applied Communication
  - Network Cabling Services

In keeping with E-rate rules the RFP was posted on the web site for at least 28 days and bids accepted during that time frame. Once all bids were received and collected on March 05, 2013 at 9: 00 am they were opened and two companies sat in on the opening process, NCS and Carousel.

Below is a list of the persons who participated in the bid process:

Voting Committee:

Ethel Marshall

Patricia Beamon

Cedric Akins

Shay Kent

Anthony Farlin

Below is a list of the companies that were awarded contracts in the categories for which they bided.

#### Internet Access

1. Web Hosting
  - SchoolinSites

#### Internal Connections

1. Infrastructure Upgrades
  - Hayes (equipment)
  - NCS (Cabling only)
2. Wireless installation
  - Hayes (equipment)
  - NCS (Cabling only)
3. Video on Demand
  - Progressive Communication

#### Basic Maintenance of Internal Connections

1. Client Server Services
  - Intra Tech Alliance
2. Video to Classroom Services
  - Applied Communication
3. Network Infrastructure
  - Network Cabling Services

**Gadsden County School District, Quincy, Florida**  
**CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2013-2014**

This contractual agreement is made between the Gadsden County School District, Quincy, Florida, referred to as the "Recipient", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King, Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **Applied Comm TeCK (Erate Spin #143019087)**, herein referred to as "Contractor or Sub-recipient". The contractual agreement will establish uniform administrative requirements for the Contractor or Sub-recipient and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in Article 2 – Scope of Services, set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

**ARTICLE 2. SCOPE OF SERVICES**

The Contractor will:

- Basic Maintenance on all eligible video-to-the-classroom component (all sites) and Basic Maintenance on all eligible network infrastructures including wiring, wall jacks, raceways, conduit, wireless access points (all sites).
- All LABOR to maintain, repair, adjust and troubleshoot all video backbone, Headend adjustments, cables as required, this includes all EXISTING drops etc. LABOR to replace failed equipment that is supplied by GCPS.
- Does NOT include ADDING additional or MOVING any DATA or ITV drops, Racks, Backbone systems.
- Applied Communications Technology WILL supply LABOR to remove and re-install defective or damaged equipment as needed.
- GCPS will be responsible for the actual repair costs, shipping, or replacement of all defective active equipment.

**ARTICLE 3. DURATION OF AGREEMENT**

(a). This AGREEMENT shall begin on July 1, 2013 and end June 30, 2014. As required by law, this AGREEMENT shall be subject to review.

(b). CONTRACTOR shall begin performing the contract on July 1, 2013 and finish the project on June 30, 2014.

#### **ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a contractor or sub-recipient upon its request either before outlays are made by the contractor or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient's or sub-recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
<b>Date of Completion</b>	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Federal sponsorship begins and ends.
<b>Recipient</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>Sub-recipient</b>	means the legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided.
<b>Sub-award</b>	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible sub-recipient or by a sub-recipient to a lower tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award".
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital Advance</b>	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

Source: Office of the Secretary, US Department of Education

**ARTICLE 10. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 11. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor and not an employee or agent of the RECIPIENT. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act defined in Article 9.

**ARTICLE 12. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 13. ADMINISTRATION OF AGREEMENT**

- (a) The RECIPIENT'S contract administrator and contact is Tim Oliver or his/her designee.
- (b) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (c) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**ARTICLE 15. ENFORCEMENT**

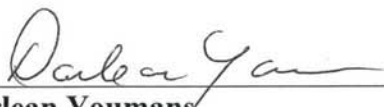
Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.



IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and have executed this AGREEMENT.

  
\_\_\_\_\_  
Bill Mapoles, Vendor Liaison  
Applied Comm Teck, LLC.

03-14-13  
Date

  
\_\_\_\_\_  
**Darlean Youmans**  
Director of Media & Technology

3/14/13  
Date

**Gadsden County School District, Quincy, Florida**  
**CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2013-2014**

This contractual agreement is made between the Gadsden County School District, Quincy, Florida, referred to as the "Recipient", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **Network Cabling Services, Inc. (Erate Spin #143007415)**, herein referred to as "Contractor or Sub-recipient". The contractual agreement will establish uniform administrative requirements for the Contractor or Sub-recipient and the School Broad of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in Article 2 – Scope of Services, set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

**ARTICLE 2. SCOPE OF SERVICES**

The Contractor agrees to:

- Perform Infrastructure upgrades and installations for the Gadsden County School District which will include equipment and installation services for infrastructure and wireless cabling as specifically set forth in the Bid Response presented by NCS including but not limited to all applicable cabling corrections and or restructuring required to complete the bid, according to a mutually agreed upon schedule to be determined by the parties for those sites chosen from the list below.
- Vendor will add and /or replace existing 10BASE-T and 100BASE-TX Ethernet infrastructure with 1000BASE-T Gigabyte Ethernet to the classroom and 10GB or better backbone connections between buildings for those sites chosen from the list below.
- The installation will include but not be limited to the following, dual CAT6 outlets with surface-mount raceways, outlets, outlets in ceiling; Quad CAT6 outlets with surface-mount raceways, patch panels, wire managers, Fiber Enclosures, patch cables, fiber jumpers, site drawing, etc...

Sites:

Chattahoochee Elementary

West Gadsden High

Havana Middle

Havana Elementary

Cont'd.

East Gadsden High  
 George W. Munroe Elementary  
 HOPE Academy  
 Stewart Street Elementary  
 Greensboro Elementary  
 Gadsden Elementary Magnet

James A. Shanks Middle  
 Gadsden Central Academy  
 Carter-Parramore Academy  
 St. John Elementary  
 Gretna Elementary  
 Crossroad Academy

**ARTICLE 3. DURATION OF AGREEMENT**

(a). This AGREEMENT shall begin on July 1, 2013 and end June 30, 2014. As required by law, this AGREEMENT shall be subject to review.

(b). CONTRACTOR shall begin performing the contract on July 1, 2013 and finish the project on June 30, 2014.

**ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a contractor or sub-recipient upon its request either before outlays are made by the contractor or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient's or sub-recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
<b>Date of Completion</b>	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Federal sponsorship begins and ends.
<b>Recipient</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>Sub-recipient</b>	means the legal entity to which a sub-award is made and which is accountable

<b>Term</b>	<b>Definition</b>
	to the recipient for the use of the funds provided.
<b>Sub-award</b>	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible sub-recipient or by a sub-recipient to a lower tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award".
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital Advance</b>	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

Source: Office of the Secretary, US Department of Education

**ARTICLE 5. PAYMENT**

(a). RECIPIENT shall:  
 Gadsden County School Board agrees to pay NCS a fee not to exceed \$947,523.12, for the aforementioned equipment and installation services. Said fee shall be paid according to a mutually agreed upon schedule reflective of federal funding issues. As such, Gadsden County School Board shall pay their discounted rate directly to NCS and NCS agrees to invoice appropriate entities for additional monies per Gadsden County School Board and the mutually agreed to schedule. However, Gadsden County School Board agrees to hold NCS harmless and releases them from any and all responsibilities related to the application and acquisition of these funds on behalf of Gadsden County School Board IF:

1. If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the equipment and services covered by this Agreement, the Gadsden County School Board shall have the right, at its option, to cancel or modify this Agreement, as to that part of the equipment or services disallowed for discount pricing.

The Term of this Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014 for services. In the event that a FCDL is issued after March 1, 2014 or in the event of extenuating circumstances beyond the either parties ' control, and if agreeable by both parties this contract is extendable until September 30, 2015.

**ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

**ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT.

**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the duration of the stated period subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice

**ARTICLE 9. PERSONNEL AND LEVEL 2 SECURITY CLEARANCE**

Pursuant to Florida Statute **1012.465 Background screening requirements for certain noninstructional school district employees and contractors.--**

(1) Noninstructional school district employees or 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 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

CONTRACTOR agrees to abide by the Level 2 security clearance requirements above.

The CONTRACTOR will work cooperatively with all district employees.

**ARTICLE 10. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 11. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor and not an employee or agent of the RECIPIENT. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act defined in Article 9.

**ARTICLE 12. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 13. ADMINISTRATION OF AGREEMENT**

(a) The RECIPIENT'S contract administrator and contact is Tim Oliver or his/her designee.

(b) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(c) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**ARTICLE 15. ENFORCEMENT**

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

**IN WITNESS WHEREOF**, the School Board of Gadsden County, Florida and have executed this **AGREEMENT**.

  
\_\_\_\_\_  
**Tim Oliver**, Project Manager  
Network Cabling Services, Inc.

  
\_\_\_\_\_  
**Darlean Youmans**  
Director of Media & Technology

3-13-13  
\_\_\_\_\_  
Date

3/13/13  
\_\_\_\_\_  
Date

**Gadsden County School District, Quincy, Florida**  
**CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2013-2014**

This contractual agreement is made between the Gadsden County School District, Quincy, Florida, referred to as the "Recipient", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **Network Cabling Services, Inc. (Erate Spin #143007415)**, herein referred to as "Contractor or Sub-recipient". The contractual agreement will establish uniform administrative requirements for the Contractor or Sub-recipient and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in Article 2 – Scope of Services, set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

**ARTICLE 2. SCOPE OF SERVICES**

The Contractor will:

- Basic Maintenance of Network Infrastructure at the below listed schools on the following components: conduit, raceway and power poles for eligible internal connections cabling cable connectors. Faceplates for communications jacks. Media converters used for connectivity. Fiber and Cat6 wiring.

Sites:	Drops/Ports
Chattahoochee Elementary	240
West Gadsden High	225
Havana Middle	336
Havana Elementary	276
East Gadsden High	840
James A. Shanks Middle	512
George W. Munroe Elementary	840
Gadsden Central Academy	50
HOPE Academy	20
Carter-Parramore Academy	192
Stewart Street Elementary	396

St. John Elementary	396
Greensboro Elementary	324
Gretna Elementary	384
Gadsden Elementary Magnet	144
Crossroad Academy	50

**ARTICLE 3. DURATION OF AGREEMENT**

(a). This AGREEMENT shall begin on July 1, 2013 and end June 30, 2014. As required by law, this AGREEMENT shall be subject to review.

(b). CONTRACTOR shall begin performing the contract on July 1, 2013 and finish the project on June 30, 2014.

**ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a contractor or sub-recipient upon its request either before outlays are made by the contractor or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient's or sub-recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
<b>Date of Completion</b>	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Federal sponsorship begins and ends.
<b>Recipient</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>Sub-recipient</b>	means the legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided.
<b>Sub-award</b>	means an award of financial assistance in the form of money, or property in



<b>Term</b>	<b>Definition</b> lieu of money, made under an award by a recipient to an eligible sub-recipient or by a sub-recipient to a lower tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award".
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital Advance</b>	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

Source: Office of the Secretary, US Department of Education

**ARTICLE 5. PAYMENT**

(a). RECIPIENT shall pay the CONTRACTOR upon the receipt of an annual fee of **\$17,500.00 or (500 hrs. @ \$35.00 per/hr)** invoice from the CONTRACTOR that includes all activities and services provided with signatures of verification from each work site.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is as follows:

<b>July 1, 2013 to June 30, 2014</b>	<b><u>\$ 17,500.00</u></b>
--------------------------------------	----------------------------

**To be paid quarterly:**

<b>July 2013 – September 2014</b>	<b>\$4,375.50</b>
<b>October 2013 – December 2014</b>	<b>\$4,375.50</b>
<b>January 2013 – March 2014</b>	<b>\$4,375.50</b>
<b>April 2013 – June 2014</b>	<b>\$4,375.50</b>

**Time and travel included. All necessary parts to be billed separately.**

**ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

**ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT.

**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the duration of the stated period subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice

**ARTICLE 9. PERSONNEL AND LEVEL 2 SECURITY CLEARANCE**

Pursuant to Florida Statute **1012.465 Background screening requirements for certain noninstructional school district employees and contractors.--**

(1) Noninstructional school district employees or 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 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

CONTRACTOR agrees to abide by the Level 2 security clearance requirements above.

The CONTRACTOR will work cooperatively with all district employees.

**ARTICLE 10. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 11. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor and not an employee or agent of the RECIPIENT. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act defined in Article 9.

**ARTICLE 12. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 13. ADMINISTRATION OF AGREEMENT**

(a) The RECIPIENT'S contract administrator and contact is Tim Oliver or his/her designee.

(b) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(c) This contract shall be governed by and construed under the laws of the State of Florida.


**ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**ARTICLE 15. ENFORCEMENT**

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

**IN WITNESS WHEREOF**, the School Board of Gadsden County, Florida and have executed this **AGREEMENT**.

  
\_\_\_\_\_  
**Tim Oliver**, Project Manager  
Network Cabling Services, Inc.

  
\_\_\_\_\_  
**Darlean Youmans**  
Director of Media & Technology

3.11.13  
\_\_\_\_\_  
Date

3/11/13  
\_\_\_\_\_  
Date

Proposal 20133005 for the  
Gadsden County School District

Proposal for **Basic Maintenance Contract on all Client/Server Services (Novell) on eligible file servers, routers, web server, firewalls and switches (all sites and district) under Basic Maintenance on Internal Connections for Year 16, July 1, 2013-June 30, 2014.**

**Intratech Alliance, Corp.**  
**SPIN 143019937**

**Vendor Liaison (Project Executive): Stephen Gauss**

**Description of Services:**

The Basic Maintenance Contract will include the maintenance, and configuration changes to all eligible school and district servers (i.e. DHCP, DNS, Proxy and Firewall servers) and maintenance, configuration changes and configuration troubleshooting of all eligible internal routers, switches, wireless access points, edge routers, firewalls and IP phone switch ports when used in switch capacity to connect a workstation directly to the network. Basic Maintenance Contract services on the eligible servers will include such services as maintenance for components, configuration backups, file management and services configuration necessary for reliable functioning and troubleshooting of any issues that cause the eligible servers not to function reliably.

**Vendor Qualifications and Previous Experience:**

I have provided these same services to the Gadsden School District's Department of Instructional Media and Technology through the E-Rate process since Year 3 of the program. This includes installation and upgrades of servers, configuration of Lucent and Cisco routers at all locations and configuration and maintenance of Cisco, 3COM and Nortel switches and various access points at all locations during this period. In addition to the maintenance contract, I have provided other technology related services through separate purchase orders. I have installed and managed Novell networks since 1991.

I have had over \$70,000 funded for each year since Year 3 of the E-rate program. I can provide any assistance required for PIA and Item 25 review if required.

All onsite and remote support incidents will be documented and stored electronically in a support ticketing and tracking application which will be available to the Gadsden School District staff to submit new work orders and tracking of open work orders. This will store the location of issue, person requesting assistance and documentation of the work performed. Backup copies of this documentation will be kept at the offices of Intratech Alliance Corp and/or in off-site storage in the case it is needed for an appeal. I have not had to assist any customers in filing for substitutions or extensions.

**Help Desk Assistance and Remote Assistance:**

The district technology staff has and will continue to have my local cell phone number, my voice mail, and my email address to report problems 24 hours/7 days a week. I have the capacity to remotely manage and troubleshoot the entire Gadsden School District wide area network from office, home and anywhere globally that I can get a reliable 3G or 4G cellular connection or basic internet connection and therefore can provide a quick

Proposal 20133005 for the  
Gadsden County School District

response time of three hours or less during regular operating hours of the School Board of Gadsden County based on the work dates of the published Twelve Month Calendar of the School Board of Gadsden County and a standard five day work week (Monday through Friday).

**Warrant of Availability:**

Intratech Alliance Corp does warrant that the services being offered in this proposal are now and will continue to be readily available throughout E-Rate Year 15 (July 1, 2012 – June 30, 2013).

**Scope of Contract and Ineligible Services:**

This contract is for services provided to the Media and Technology Department of the School Board of Gadsden County for “eligible school and district servers (i.e. DHCP, DNS, Proxy and Firewall servers) and maintenance, configuration changes and configuration troubleshooting of all eligible internal routers, switches, wireless access points, edge routers, firewalls and IP phone switch ports when used in switch capacity to connect a workstation directly to the network” as defined by USAC under the Schools and Libraries Program Eligible Services List. Any services performed by Intratech Alliance Corp., or representatives thereof, for any department of the School Board of Gadsden County which is not a part of the Media and Technology Department of the School Board of Gadsden County, in part or in whole, for any services not expressly defined in this contract as governed by USAC under the Schools and Libraries Program Eligible Services List will require a separate contract and payment arrangements as outlined under the USAC program guidelines.

Proposal 20133005 for the  
Gadsden County School District

Locations Covered by Contract: See attached detail of equipment.

Gadsden Schools District Office	35 Martin Luther King Jr. Blvd Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Chattahoochee Elementary School	335 Maple Street Chattahoochee FL 32324	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Greensboro Elementary School	Rt 1 Box 172 Quincy, FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
West Gadsden High School	200 Providence Road Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Gretna Elementary School	706 Martin Luther King Blvd Gretna FL 32332	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches, Wireless Access Points
George W. Munroe Elementary School	1830 W King St Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
James A Shanks Middle School	1400 W King St Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Gadsden Elementary Magnet School	500 W King St Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Carter Parramore Academy	631 South Stewart Street Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Gadsden Central Academy	631 South Stewart Street Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Hope Academy	631 South Stewart Street Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Stewart Street Elementary School	749 S Stewart St Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
St. Johns Elementary School	4463 Bainbridge Hwy Quincy FL 32352	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Havana Elementary School	705 US 27 South Havana FL 32333	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Havana Middle School	1210 Kemp Road	DNS Servers, DHCP

Proposal 20133005 for the  
Gadsden County School District

	Havana FL 32333	Servers, Cisco routers, Cisco and 3COM switches
Gadsden Technical Institute	201 Martin Luther King, Jr. Blvd Quincy FL 32351	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
East Gadsden High School	27001 Blue Star Highway Havana FL 32333	DNS Servers, DHCP Servers, Cisco routers, Cisco and 3COM switches
Crossroad Academy Charter School	470 Strong Road Quincy FL 32351	DNS Servers, DHCP Servers, Cisco Routers and Switches

**Proposed Contract:**

Service and Support: \$6720 per month

Rate based on minimum 24 hours per week (96 hours per month) at \$70 per hour.

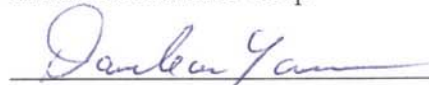
Travel Charges: No travel charges.



Date 3.5.2013

Stephen Gauss

Intratech Alliance Corp



Date 3/11/2013

Darlean Youmans

Director of Media and Technology

Gadsden County School District

## RFP Memorandum of Understanding

To: Gadsden County Board of Education

Vendor: Intratech Alliance Corp

Name of Firm: Intratech Alliance Corp

Mailing Address 1808 Aaron Rd

Tallahassee, FL 32303

City, State, Zip Code

Having carefully examined the request for proposal documents prepared by the Gadsden County Board of Education and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for unit prices and totals shown.

The Undersigned agrees that the unit prices quoted on the Technology Specifications attached hereto shall govern in the event error in totals, and further agrees that, should quantities of items be changed prior to award of the Contract from the specifications, these unit prices will prevail for the revised schedule.

It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing and, with all other local, state, federal laws, and that legal requirement has been violated in making or accepting this proposal, in awarding a contract to him or in the delivery of products.

In submitting this proposal, it is understood that the right is reserved by the owner to reject any or all proposals and waive all informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of ninety (90) days from the opening thereof.

The Gadsden County School District is not liable for any cost incurred by the vendor in preparing a response to the RFP.

Contact Sonja Bridges with questions.

Intratech Alliance Corp

Name of Bidding Vendor



Authorized Signature

3/4/2013

Date

Stephen Gauss/President

Name/Title of Person Signing

1808 Aaron Rd

Address

Tallahassee, FL, 32303

City, State, Zip Code

(850) 567-691120

(Area Code) Telephone Number

**Gadsden E-Rate RFP YR 16 – Funding YR 2013**



**THE SCHOOL BOARD OF GADSDEN COUNTY**  
**“Building A Brighter Future”**  
**Reginald C. James, Superintendent of Schools**  
**35 Martin L. King, Jr. Blvd**  
**Quincy, Florida 32351**  
**Tel: (850) 627-9651**  
**Fax: (850) 627-2760**

MINORITY-OWNED FIRM OR COMPANY


I (we) do hereby certify that my (our) business qualifies as a minority-owned firm or company. Please check one of the following applicable:

- Black
- Hispanic
- American Indian-Alaskan Native
- Female
- Physically or Mentally Disability
- Asian-Pacific Islander

Manual Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Signature: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Non-Minority Firm or Company**

I (we) do hereby certify that my (our) business does not qualify as a minority-owned firm or company.

Manual Signature:  \_\_\_\_\_  
Typed Signature: Stephen Gauss  
Name of Business: Intratech Alliance Corp  
Address: 1808 Aaron Rd  
Tallahassee FL 32303

*NOTE: Pursuant to section 289.094, Florida Statutes, it is unlawful for any individual to falsely represent any entity as a minority-owned firm or company for purpose of qualifying for certification as such an enterprise under any program, which, in compliance with federal law, is design to assist minority-owned firms or companies in receipt of contracts for the provision of goods and services.*

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED WITH YOUR BID IN ORDER FOR YOUR BID TO BE VALID.**

**SWORN STATEMENT: UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 20133005 for Basic Maintenance Contract on all Client/Server Services (Novell) on eligible file servers, routers, web server, firewall, and dedicated data switches for all sites and district office.

2. This sworn statement is submitted by Intratech Alliance Corp

(Name of entity submitting sworn statement)

whose business address is 1808 Aaron Rd, Tallahassee FL 32303 and (if applicable) its

Federal Employer Identification Number (FEIN) is 59-3493185 (If the entity has no FEIN, include the

Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

3. My name is Stephen Gauss and my relationship to the entity name above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract of goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.


5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agencies that are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint ventures with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural Person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crimes subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]
  - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]
  - The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

  
 \_\_\_\_\_  
 Signature  
 Date: 3-5-2013

STATE OF Florida  
 COUNTY OF Gadsden

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Stephen Gauss, who, after first being sworn by me,  
 [Name of individual signing]

affixed his her signature in the space provided above on this 5<sup>th</sup> day of March, 2013.



  
 \_\_\_\_\_  
 NOTARY PUBLIC

My commission expires: 10/1/14



---

## Hayes e-Government Resources & Gadsden County School District

Whereas, Hayes e-Government Resources Inc. ("Hayes") is in business of providing networking equipment and related services, specializing in Education and Government projects.

Whereas, Gadsden County School District in Gadsden County, Florida is seeking to procure networking equipment and installation services for the purpose of upgrading their Local Area Network and Wireless Network. In January 2013, Gadsden County School District issued a Request for Proposal (RFP) for networking equipment and installation services, Request for Proposal "RFP 2013-2014 ERATE YR 16 for INTERNAL CONNECTIONS" ( Attachment A).

Whereas, Hayes responded to Gadsden School Board's RFP with Hayes' Bid Response (Attachment B) for the funding year (7/1/2013-6/30/2014) which is attached hereto and incorporated by reference.

Whereas, on March 12, 2013, Gadsden County School Board awarded the RFP to Hayes.

Now, therefore, in consideration of the foregoing, the Parties agree to the following:

- A. **Hayes Responsibilities.** Hayes agrees to provide the Gadsden County School District the equipment and installation services as specifically set forth in Hayes Bid Response including but not limited to all applicable warranties, maintenance requirements, and consultation services to install a managed network access solution, according to a mutually agreed upon schedule to be determined by the parties.
  
- B. **Gadsden County School Board Responsibilities.** Gadsden County School Board agrees to pay Hayes a fee not to exceed \$2,057,818.64 for the aforementioned equipment and installation services. Said fee shall be paid according to a mutually agreed upon schedule reflective of federal funding issues. As such, Gadsden County School Board shall pay their discounted rate directly to Hayes and Hayes agrees to invoice appropriate entities for additional monies per Gadsden County School Board and the mutually agreed to schedule. However, Gadsden County School Board agrees to hold Hayes harmless and releases them from any and all responsibilities related to the application and acquisition of these funds on behalf of Gadsden County School Board.
  1. If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the equipment and services covered by this Agreement, the Gadsden County School Board shall have the right, at its option, to cancel or modify this Agreement, as to that part of the equipment or services disallowed for discount pricing.

Hayes e-Government Resources, Inc.  
2473 Care Drive, Suite 201  
Tallahassee, FL 32308  
850.297.0551/800.825.9390  
<http://www.hcs.net>



---

C. The Term of this Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014 for any recurring services and September 30, 2014 non-recurring services. In the event that a FCDL is issued after March 1, 2014 or in the event of extenuating circumstances beyond the either parties' control, this contract is extendable until September 30, 2015.

Acknowledged and Agreed upon by the Parties, this 13<sup>th</sup> day of March 2013.

By: Karen Martinoff  
Karen Martinoff, President  
Hayes e-Government Resources

By: Paula G...  
Gadsden County School District  
Title: Director of Media + Tech



**PROGRESSIVE  
COMMUNICATIONS**

E-RATE SPIN NUMBER 143029877

E-RATE PROPOSAL – RESPONSE TO E-RATE 470 APPLICATION 131430001117503, Yr. 16 – VIDEO OVER IP

---

**11. SERVICE PROVIDER'S CONTRACT WITH ATTACHMENT**

**SERVICE PROVIDER CONTRACT NUMBER 030513GADFL  
FOR INTERNAL CONNECTIONS WITH ATTACHMENT "A"**

THIS AGREEMENT entered into entered in between Progressive Communications, Inc. ("PROGRESSIVE") and GADSDEN COUNTY SCHOOL SYSTEM ("SCHOOL") on this 5th day of March, 2013;

WHEREAS PROGRESSIVE is a service provider capable of creating, installing and operating local area networks (LANS), wide area network systems ("WANS") and providing basic maintenance of internal connections;

WHEREAS SCHOOL owns or operates a "school" [as defined in the "No Child Left Behind Act of 2001"] (20 U.S.C. § 7801(18) and (38)) or a library as defined in the "Services and Technology Act" (Pub. L. # 104-208);

WHEREAS SCHOOL has developed a "technology assessment" and a "technology plan" in anticipation that SCHOOL will be entitled to participate under the "Schools and Libraries Program of the Universal Service Fund" (commonly referred to as "E-Rate"), through which telecommunication services and/or internet services are provided through differing levels of support dependent upon the level of poverty and the urban-rural status of the population served;

WHEREAS SCHOOL has submitted its technology plan for approval, and has also filed a "Form 470" by placing it on Universal Service Administrative Company's website, which form describes the specific services or functions sought;

WHEREAS PROGRESSIVE has submitted a "bid" to provide services to SCHOOL and has been deemed by SCHOOL to be the best and most desirable bidder;

WHEREAS SCHOOL has obtained, or expects to shortly obtain, approval and funding of it technology plan; and WHEREAS SCHOOL and PROGRESSIVE wish to enter into this Contract and memorialize the fact that SCHOOL has chosen PROGRESSIVE to provide these services, subject to funding and other conditions as hereinafter set forth:

In consideration of the foregoing and the promises hereinafter set forth, it is agreed as follows:

1. SERVICES TO BE PROVIDED BY PROGRESSIVE. Referenced to this Contract is the Form 470 submitted by SCHOOL and PROGRESSIVE' bid in response thereto, and these documents shall be deemed the work and services to be performed by PROGRESSIVE. The work shall be performed in accordance with a schedule to be later agreed upon once funding is provided as described below, and as outlined in the bid proposal submitted by PROGRESSIVE.

---

**Corporate Office: 100 Industrial Park Road Milledgeville, GA. 31061 1-800-982-8315**

**Page | 44**



**PROGRESSIVE  
COMMUNICATIONS**

E-RATE SPIN NUMBER 143029877

E-RATE PROPOSAL – RESPONSE TO E-RATE 470 APPLICATION 131430001117503, Yr. 16 – VIDEO OVER IP

---

2. PAYMENT. SCHOOL agrees that their portion of the contract will be due to PROGRESSIVE prior to work beginning. This allows PROGRESSIVE time to obtain the canceled check back from the SCHOOL which will be necessary to have prior to E-Rate releasing their portion of the contract payment to PROGRESSIVE.

SCHOOL agrees that the portion of the contract funded by the E-rate program may be paid in full to PROGRESSIVE at the beginning of the contract work to reduce the financing cost and thus the overall costs of the work to SCHOOL. SCHOOL hereby authorizes and directs the payment of the E-Rate portion of the contract payment to PROGRESSIVE prior to initiation of the work.

3. FORM 471. SCHOOL agrees that it has (or will) file Form 471 (“Services Ordered and Certification Form”) to properly calculate and obtain the discount (i.e. support) to be received by SCHOOL. SCHOOL also agrees that if this has not been done already, it will make good faith efforts to properly fill out and file this form and to obtain the discount to which SCHOOL would be entitled under FCC Rules. SCHOOL further agrees to take all necessary steps to facilitate and expedite application review, and to obtain a positive decision on SCHOOL’s funding request by The Universal Service Administrative Company.

4. FAVORABLE FUNDING DECISION CONDITION. SCHOOL and PROGRESSIVE agree and understand that a favorable funding decision by Universal Service Administrative Company with respect to the discount or support sought by SCHOOL under the “E-Rate” program is a condition to the performance of services by PROGRESSIVE and payment by SCHOOL. PROGRESSIVE shall not be required to begin work on its contract until and unless a favorable funding decision is received by SCHOOL and SCHOOL shall not be required to pay PROGRESSIVE any money until and unless a favorable funding decision has been received by it. However, once a favorable funding decision has been received by SCHOOL, PROGRESSIVE shall be obligated to perform the services described in the attachments, and SCHOOL shall be obligated to make payments as set forth above, *if local funding permits.* step

5. FAVORABLE FUNDING DECISION CONDITION EXCEPTION: Under the category of Basic Maintenance of Internal Connections an exception will apply. The funding year for Basic Maintenance is July 1, 2013-June 30, 2014 and is a recurring service. We will begin providing service to the SCHOOL on July 1<sup>st</sup> even if they have not received a Funding Decision Letter. We will require the SCHOOL to pay PROGRESSIVE for their portion of the Basic Maintenance on July 1<sup>st</sup>. Once E-Rate has funded, PROGRESSIVE will invoice E-Rate on a monthly basis for 12 equal payments. If the Basic Maintenance does not fund for whatever reason then the SCHOOL will be responsible for paying PROGRESSIVE for the BALANCE incurred. The SCHOOL has the option to wait to receive services for Basic Maintenance until they have received the FCDL and thus causing the SCHOOL’S portion not to be due until that time.



**PROGRESSIVE  
COMMUNICATIONS**

E-RATE SPIN NUMBER 143029877

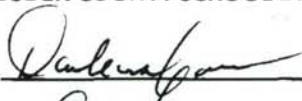
E-RATE PROPOSAL – RESPONSE TO E-RATE 470 APPLICATION 131430001117503, Yr. 16 – VIDEO OVER IP

6. APPLICABLE LAW. This shall be a binding Contract between PROGRESSIVE and SCHOOL, and shall be governed by Georgia law. In the event there is a dispute, any such dispute may be brought by either party in the Superior Court of Baldwin County, Georgia.

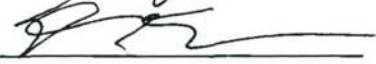
7. ALL AGREEMENT. This is the entire Agreement between the parties and no other oral or written understanding shall be binding unless contained herein. This Agreement may be amended by an amendment referring to this Agreement and signed by both parties.

Schedule with pricing follows this page.

**GADSDEN COUNTY SCHOOL DISTRICT**

By: 

Title: Director of Media Tech

Witness: 

Date: 3/11/13

**PROGRESSIVE COMMUNICATIONS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8e

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Continuation of agreement with McCall Service for pest control.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** Gadsden County School District will piggyback Leon County Schools Bid Award #5084-2013 – Pest Control Services District Wide with no price increase for 2013-2014.

**FUND SOURCE:** 110

**AMOUNT:** \$22,000.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



May 28, 2013

Mary Rutton  
Gadsden County Schools  
35 Martin Luther Blvd.  
Quincy, Fl. 32351

Dear Mrs. Rutton,

Thank you for the opportunity to provide pest control for Gadsden County Schools. Per our conversation today, here is the copy of approval letter from Leon County Schools. McCall Service Inc. is providing the same service & cost per service for Gadsden County Schools, and will continue to do so throughout the length of the agreement. We expect to renew for the three additional years, for the same terms.

Thank you again for the opportunity to provide service for Gadsden County Schools. We appreciate your business; should you or Mr. Shepard have any questions, please contact me at (850) 345-2993 with any questions.

Sincerely,

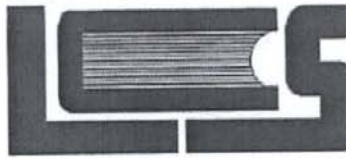
A handwritten signature in black ink, appearing to read "T. Schroeder", written over a horizontal line.

Tim Schroeder  
Manager/Associate Certified Entomologist  
McCall Service Inc.

**Board Chair**  
Dee Dee Rasmussen

**Board Vice Chair**  
Forrest Van Camp

**LEON COUNTY SCHOOLS**



**Superintendent**  
Jackie Pons

**Board Members**  
Georgia "Joy" Bowen  
Maggie B. Lewis-Butler  
Dee Crumpler

May 15, 2012

McCall Service, Inc.  
Attn: Tim Schroeder  
410 Paul Russell Road  
Tallahassee, FL 32301

Dear Mr. Schroeder:

The Leon County School Board at its May 8, 2012 meeting, approved the award of Bid No. 5084-2013- Pest Control Services District Wide to McCall Service, Inc.

The term of the contract shall be for an initial period of two (2) years, July 1, 2012 through June 30, 2014, and may, by mutual agreement, be renewed for three (3) additional one (1) year periods and if needed, 90 days beyond the expiration date of the current contract period.

As per the contract specifications, please forward to the Purchasing Department a current Certificate of Liability Insurance listing Leon County School Board as "Additional Insured"

We look forward to working with you. If you have any questions, please feel free to call me at (850) 488-1206.

Sincerely,

June Kail  
Purchasing Director

cc: Roger Kesling, Operations Manager  
Carl Green, Safety and Sanitation Coordinator

**June Kail, Director of Purchasing**

3397 West Tharpe Street • Tallahassee, Florida 32303 • Phone (850) 488-1206 • Fax (850) 488-3807 • [www.leon.k12.fl.us](http://www.leon.k12.fl.us)

**Building the Future Together**

*"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability."*

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8f

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Annual Maintenance of Fire Extinguishers District Wide

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of annual maintenance of fire extinguishers. Sole Source vendor—Edwards Fire.

**FUND SOURCE:** 110

**AMOUNT:** \$5,964.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

**SUPERINTENDENT'S SIGNATURE:** page(s) numbered \_\_\_\_\_

**CHAIRMAN'S SIGNATURE:** page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

Edwards Fire Protection, Inc.  
3690 Mt Pleasant Rd  
Quincy, FL 32352

RE: Sole Source Letter  
Thursday, June 6, 2013

Gadsden County School Board Maintenance:

This is to confirm that Edwards Fire Protection, Inc. is the sole source provider of fire extinguisher sales, service and recertification located in Gadsden County.

Edwards Fire Protection, Inc. is a minority owned business located at 3690 Mt Pleasant Rd, Quincy, Florida. All employees of this business are also residents of Gadsden County.

All work performed by Edwards Fire Protection, Inc. is done by state of Florida licensed and permitted employees and is done according to NFPA standards.

Thank you



Katy Edwards  
President  
Edwards Fire Protection, Inc.

Edwards Fire Protection, Inc

3690 Mt. Pleasant Rd  
 Quincy, FL 32352  
 (850) 856-5620

# Estimate

Date	Estimate #
6/6/2013	4608

Name / Address
Gadsden District Schools 35 Martin Luther King, Jr. BLV Quincy, Fla. 32351 Attn: Maintenance

Ship To
Schools & Admin. Bldgs.

Requestor	Rep
Mary Rutten	JME

Item	Description	Quantity	Rate	Total
AM	Annual Maintenance of Fire Extinguishers	484	3.75	1,815.00
5ABCR	5lb ABC Recharge/6 Yr Internal exam	141	15.00	2,115.00
10ABCR	10lb ABC-BC Recharge/6 Yr Internal exam	12	17.00	204.00
HT	Hydro-test 12 Yr Dry Chemical	100	12.00	1,200.00
TC	Trip Charge	17	15.00	255.00
MISC	Misc. Parts, Dry Chemical & Unforseen Charges	1	375.00	375.00

Thank You for considering Edwards Fire Protection, Inc. for your fire protection needs.	<b>Sales Tax (7.5%)</b>	\$0.00
	<b>Total</b>	\$5,964.00

Signature \_\_\_\_\_

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8g

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Solid waste collection agreement with Waste Pro.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of solid waste collection & recycling agreement with Waste Pro for the upcoming fiscal year 2013-2014. Reference attached pricing structure.

**FUND SOURCE:** 110

**AMOUNT:** \$80,733.84

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

## SOLID WASTE COLLECTION AGREEMENT

This contract is made and serves as an agreement between Gadsden County School Board and Waste Pro of Florida, Inc.

### Term:

The term of this agreement shall be for (1) year between the dates of July 1, 2013 and June 30, 2014. This agreement can be automatically renewed for additional one year terms at the mutual agreement of the School Board and Waste Pro. Notification by either party needs to take place 60 days prior to the annual contract expiration date.

### Collectors Responsibility:

All solid waste and recycling for Gadsden County Schools shall be collected by Waste Pro as an independent contractor of the School Board. Waste Pro shall convey the solid waste and disposal of it as provided under this agreement.

### Rates for Commercial and Industrial Service:

Attached to this agreement is Addendum "A" which outlines the service provided alone with days of service and pricing. In the event of a permanent change in schedule, Waste Pro will notify the School Board two weeks prior to such change provided the School Board agrees with said changes. Any additions to or decreases in service will be added or subtracted from the invoicing based on rates as set forth in Addendum "A".

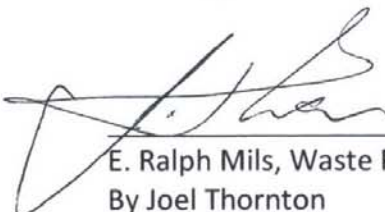
### Service Guarantee:

The School Board will provide Waste Pro with any service issue at which time Waste Pro will have seven days to remedy the problem.

This written instrument constitutes the entire agreement between the Gadsden County School Board and Waste Pro of Florida, Inc. All prior and contemporaneous agreements and understandings whether verbal or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

  
\_\_\_\_\_  
Wayne Shepard, Gadsden County School Board

JUNE 18, 2013  
Date

  
\_\_\_\_\_  
E. Ralph Mills, Waste Pro of Florida, Inc.  
By Joel Thornton

6/18/13  
Date



## Addendum "A" - Waste Pro Pricing to Gadsden County Schools

Acct #	School	Type	Size	Frequency	Bid Rate
6746	Bus Garage	FEL	6	1	\$ 130.16
6748	Carter Parramore	RCY	8	1	\$ 65.00
6749	Carter Parramore (Compactor)	FEL	8	2	\$ 554.24
6752	East Gadsden	RCY	8	1	\$ 65.00
6754	Gadsden Ed Magnet	FEL	8	2	\$ 347.09
6755	Gadsden Technical	FEL	6	2	\$ 260.32
6755	Gadsden Technical	RCY	8	1	\$ 65.00
6757	George Munroe	RCY	8	1	\$ 65.00
6758	George Munroe	FEL	8	3	\$ 520.64
6759	Greensboro Elementary	FEL	8	2	\$ 347.09
6759	Greensboro Elementary	RCY	8	1	\$ 65.00
6760	Gretna Elementary	FEL	8	2	\$ 347.09
6760	Gretna Elementary	RCY	8	1	\$ 65.00
6762	Havana Elementary	RCY	8	1	\$ 65.00
6763	Havana Elementary	FEL	8	3	\$ 520.64
6764	Havana Middle	FEL	6	2	\$ 260.32
6766	James A. Shanks (Compactor)	FEL	8	2	\$ 554.24
6766	James A. Shanks	RCY	8	1	\$ 65.00
6769	Maintenance	FEL	6	1	\$ 130.16
6772	Midway Headstart	FEL	2	1	\$ 86.77
6779	Schools Warehouse	FEL	6	2	\$ 260.32
6780	Schools Warehouse	RCY	6	1	\$ 60.00
6781	St John Elementary	RCY	8	1	\$ 65.00
6783	St. John Elementary Compactor)	FEL	8	2	\$ 260.32
6784	Stewart Streete Elementary	RCY	8	1	\$ 65.00
6785	Stewart Street Elementary (Compactor)	FEL	8	2	\$ 554.24
6791	West Gadsden High	FEL	8	2	\$ 347.09
6884	Administration Building	FEL	6	2	\$ 260.32
6884	Administration Building	RCY	6	1	\$ 60.00
7808	West Gadsden	RCY	8	1	\$ 65.00
7813	Havana Middle	RCY	8	1	\$ 65.00
8574	Quincy Area 3's	FEL	2	1	\$ 86.77

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8h

**DATE OF SCHOOL BOARD MEETING:** **June 25, 2013**

**TITLE OF AGENDA ITEM:** **Lawns/Grounds Maintenance Contracts**

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** **For Board approval of lowest and best bids for bi-weekly lawn maintenance at all school campuses.**

**FUND SOURCE:** 110

**AMOUNT:** \$95,143.58 (July 1, 2013-June 30, 2014)

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

*W.S.*  
To: Mr. Reginald James—Superintendent of Schools  
From: Wayne Shepard—Director of Facilities  
Re: Holding Ponds and Grounds Maintenance—District Wide # 1213-19  
Date: June 17, 2013

Mr. James

On June 13, 2013 at 3:00 P.M., we opened bids for the Holding Ponds and Grounds Maintenance—District Wide Bid #1213-19.

We advertised this project in the Havana Herald, the Twin City News, and the Gadsden County Times. We sent out 8 bid packages and received seven (7) bids and one no bid. The lowest and best bids were as follows:

- Group #1—Tri State Lawns for \$410.00 per cut (Bi-weekly for 10 months, excludes January and February) \$9,430.00 annually
- Group #2—Tri State Lawns for \$605.00 per cut (Bi-weekly for 10 months, excludes January and February) \$13,915.00 annually.
- Group #3—Tri State Lawns for \$862.00 per cut (Bi-weekly for 10 months, excludes January and February) \$19,826.00 annually.
- Group #4—Tri State Lawns for \$590.00 per cut (Bi-weekly for 10 months, excludes January and February) \$13,570.00 annually.
- Group #5—Evans Sure-Cut Landscaping for \$800.00 per cut (Bi-weekly for 10 months, excludes January and February) \$18,400.00 annually.
- Group #6—Mike Bryant Lawn Care for \$769.33 per cut (Bi-weekly for 12 months) \$20,002.58 annually.

I would like to recommend that we award Groups #1, #2, #3, and #4 to Tri State Lawns; Group #5 to Evans Sure-Cut Landscaping.; and Group #6 to Mike Bryant Lawn Care.

If you have any questions please feel free to call or e-mail me.

C.C. Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOGHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

Gadsden County Schools  
 Grounds Maintenance—District Wide Bid # 1213-19  
 Bid Opening Date June 13, 2013, 3:00 p.m. EST



Company	Group #1 (Per Cut)	Group #2 (Per Cut)	Group #3 (Per Cut)	Group #4 (Per Cut)	Group #5 (Per Cut)	Group #6 (Per Cut)
S & L Lawn Services	No Bid	\$741.00	No Bid	No Bid	No Bid	No Bid
Tristate Lawns	\$410.00	\$605.00	\$862.00	\$590.00	\$420.00	\$1,060.00
A & J's Lawn Care	\$1,200.00	\$1,500.00	\$1,750.00	\$1,550.00	\$1,400.00	\$2,000.00
High Tines	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Evans Sure-Cut Landscaping	\$875.00	\$850.00	\$900.00	\$700.00	\$800.00	\$800.00
Dwight's Lawn Care, LLC.	\$700.00	\$800.00	\$962.00	\$675.00	\$700.00	\$1,000.00
Jaime Castro Landscaping & Lawn Care	\$1,700.00	\$1,700.00	\$1,850.00	\$1,700.00	\$1,800.00	\$1,850.00
Mike Bryant Lawn Care	No Bid	No Bid	No Bid	No Bid	No Bid	\$769.33

Wayne Shepard                      6-13-2013  
 Signature                                      Date

Manly Sutton                      6/13/13  
 Signature                                      Date

Dorothy Lee Rouse                      06/13/13  
 Signature                                      Date

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8i

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Lawns/Grounds Maintenance Agreement for Max D. Walker Complex

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board Approval of lawn/grounds maintenance agreement for 2013-2014 fiscal year at the Max D. Walker complex to Mike Bryant Lawn Care—last year we cut weekly—this year bi-weekly.

**FUND SOURCE:** 110

**AMOUNT:** \$6,500.00 Annually

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                     

CHAIRMAN'S SIGNATURE: page(s) numbered                     

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

CUSTODIAL

-----  
805 SOUTH STEWART STREET, QUINCY, FLORIDA 32351 - (850) 627-9888 - FAX: (850) 875-8795

TO: Mike Bryant Lawn Service  
149 Ranch Rd.  
Quincy, FL 32351

FROM: Wayne Shepard – Director of Facilities

RE: Lawn Maintenance Agreement

DATE: June 18, 2013

Dear Mr. Bryant:

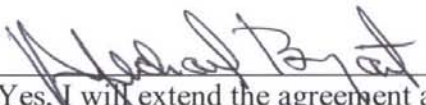
The School Board of Gadsden County would like to extend your agreement for lawn maintenance another year. Continuation of this agreement will be from July 1, 2013 thru June 30, 2014. This is a twelve month agreement.

Agreement #1 – bi-weekly grounds maintenance at the Max D. Walker Building. \$250.00 per service

Please review the specifications and terms of your original agreement and provide to the School Board Maintenance Department updated forms and exemptions (*i.e. proof of insurance, exemption from workman's compensation coverage*).

Payment schedule is net 30 from date of receipt.

Please indicate your response by signing and dating on the appropriate line below.

 6-18-13  
Yes, I will extend the agreement at the 2013-2014 prices Date

\_\_\_\_\_  
No, I will not extend the agreement Date

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** \_\_\_\_\_ 10a

**DATE OF SCHOOL BOARD MEETING:** 25 June 2013

**TITLE OF AGENDA ITEM:** 2013 Fuel Bid for 2013-2014 School Year

**DIVISION:** Transportation Department

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

**PURPOSE AND SUMMARY OF ITEM:** 2013-2014 Fuel bid for #2 diesel fuel to the  
(Type and Double Space)  
Transportation Department

**FUND SOURCE:** Transportation Department

**AMOUNT:** \$800,000.00

**PREPARED BY:** Mr. Joe E. Lewis, Jr.  
**POSITION:** Director of Transportation

---

**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 \_\_\_\_\_

**This form is to be duplicated on light blue paper.**

**REVIEWED BY:** \_\_\_\_\_

# The School Board of Gadsden County



*"Building A Brighter Future"*

REGINALD C. JAMES  
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
<http://www.gcps.k12.fl.us>

June 25, 2013

Mr. Reginald C. James  
Superintendent of Schools  
Gadsden District Schools  
35 Martin Luther King Jr. Blvd  
Quincy, Florida 32351

Dear Mr. James,

After reviewing the bids that were received for supplying #2 Ultra Low Sulfur Clear Diesel fuel to the Transportation Department for the 2013-2014 school year, we recommend that the contract be awarded to Mansfield Oil Company, 1025 Airport Parkway, S.W., Gainesville, Georgia 30501-0198.

Sincerely,

Joe Lewis  
Director of Transportation  
Gadsden County Schools

AUDREY D. LEWIS  
DISTRICT NO. 1  
HAVANA, FL 32333

JUDGE B. HELMS, JR.  
DISTRICT NO. 2  
QUINCY, FL 32351

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324

CHARLIE D. FROST  
DISTRICT NO. 4  
GRETNA, FL 32332

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32353



TALLY SHEETS FOR BIDS

BID NO: 1314-01 DIESEL FUEL

BID NAME: ULTRA LOW SULFAR CLEAR FUEL

BID OPENING DATE: 5/23/13

BID OPENING TIME: 11:00  
11:12

PER GALLON

COMPANY SUBMITTING BID	MARKUP #2 DIESEL	TERMINAL	RENEWAL
PETROLEUM TRADERS CORP	.0220	BAINBRIDGE	yes
HINSON OIL CO	.035	↓	yes
TIM HINTON OIL	.0199		yes
RKA PETROLEUM CO	—		—
MANSFIELD OIL CO	.0152		yes
ELI ROBERTS & SONS	.0399		yes

PRESENT AT BID OPENING:

*Sandra S. Gleaton*  
*John M. Ghod II*  
*W. Sean [unclear]*  
*Bob [unclear]*

Mansfield Oil Co.  
1025 Airport Pkwy, SW  
Gainesville, GA 30501

BID PROPOSAL FORM

Under the conditions of this bid we agree to furnish #2 Ultra Low Sulfur Clear Diesel at the following mark-up per gallon:

#2 ULTRA LOW SULFUR CLEAR DIESEL 0.0152 /GALLON

NOTE: All entries will be considered positive (+) unless they are clearly marked negative (-).

Further our company recommends using the PAD 1 report, O.P.I.S., for the **Bainbridge, Georgia** terminal.

RENEWAL:

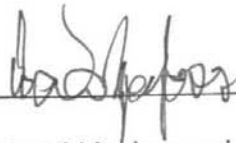
We agree to extend our prices on the same conditions for an additional year, upon mutual agreement of both parties.

YES X

NO \_\_\_\_\_

COMPANY Mansfield Oil Company

AUTHORIZED SIGNATURE



NOTE: In the event you do not wish to bid, please submit a formal "NO BID" in order to ensure that you remain on the active bid list.

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10b

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Continuation of *Pest and Weed Control Services for Athletic Fields District Wide Bid #1213-09*

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval to continue pest and weed control services of athletic fields for the 2013-2014 fiscal year. Best bid received by *Professional Pest Management, Inc. of Tallahassee, Florida*. The best bid received for the fertilizer portion of the bid was *Grounds Maintenance Services, Inc. of Quincy, Florida*. Price increase reflects full year of service.

**FUND SOURCE:** 110

**AMOUNT:** \$22,638.00 for Pest and Weed Control Services.  
\$13,112.40 for Fertilizer applications.

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

**Date:** September 17, 2012

**Re:** Addendum No. 1--UPDATED

## ADDENDUM TO ORIGINAL INVITATION TO BID

**BID NUMBER:** 1213-09 – Pest and Weed Control for Athletic Fields District Wide

**OPENING DATE OF BID:** October 2, 2012 @ 2:00 P.M. EST

This Addendum does not change the opening date of this Bid.

### THE FOLLOWING INFORMATION IS TO BE NOTED/ADDED:

Separate price for five (5) applications, on all fields listed, of blended slow release fertilizer during the growing season—**PER ACRE.**

TO QUALIFY YOUR BID, OF WHICH THIS ADDENDUM BECOMES A PART, RECEIPT OF IT MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID.

Grounds Maintenance Services Inc.  
VENDOR

Rickey Shiver owner  
NAME AND TITLE

Rickey A. Shiver  
SIGNATURE

Eric F. Hinson  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH

# The School Board of Gadsden County



"Building A Brighter Future"

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

**BID # 1213-09 PEST AND WEED CONTROL SERVICES FOR ATHLETIC FIELDS DISTRICT WIDE  
ADDENDUM NO. 1 SUBMITTAL FORM--UPDATED**

**Vendor Acknowledgement and Approval**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Gadsden County for the purposes as proposed and as described herein. Please print below and sign where required.

Rickey Shiver owner Authorized Representative's Name/Title      Ricky A. Shiver Authorized Representative's Signature      9-29-12 Date

Grounds Maintenance Services Company's Name      850-627-3939 Telephone Number      850-627-4234 FAX Number

730 HAVANA Hwy Address      Quincy City      FLORIDA State      32352 Zip Code

SAME Area Representative      Telephone Number      FAX Number

**This item was inadvertently left off of your bid package.**

**Please give a separate price for the following: Five (5) applications, on all fields listed, of blended slow release fertilizer during the growing season (see next page).**

**Addendum must be presented with bid package.**

Eric F. Hinson  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

## HIGH SCHOOL FIELDS

			UNIT PRICE PER ACRE
EAST GADSDEN HIGH	FOOTBALL	2.50 ACRES	\$ 133.80
	BASEBALL	2.70 ACRES	\$ 133.80
	SOFTBALL	1.25 ACRES	\$ 133.80
	PRACTICE	2.0 ACRES	\$ 133.80
WEST GADSDEN HIGH	FOOTBALL	2.50 ACRES	\$ 133.80
	BASEBALL	2.70 ACRES	\$ 133.80
	SOFTBALL	1.25 ACRES	\$ 133.80
	PRACTICE	2.0 ACRES	\$ 133.80

Wayne Shepard  
Director of Facilities  
September 17, 2012

Eric F. Hinson  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**

# Professional Pest Management, Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928


<i>Proposal Submitted To:</i>	<i>Proposal Date:</i>	<b>6/13/13</b>
Gadsden County Schools Att: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b> East Gadsden High School Baseball Field - 2.70 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2.7	220.00	594.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2.7	220.00	594.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2.7	175.00	472.50
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2.7	175.00	472.50
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2.7	365.00	985.50
			<b>Grand Total:</b>	<b>\$3118.50</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,



Keith Collinsworth, President

# Professional Pest Management Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

<b>Proposal Submitted To:</b>	<b>Proposal Date:</b>	6/13/13
Gadsden County Schools Attn: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b>	East Gadsden High School Football Field - 2.50 Acres

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2.5	220.00	550.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2.5	220.00	550.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2.5	175.00	437.50
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2.5	175.00	437.50
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2.5	365.00	912.50
			<b>Grand Total:</b>	<b>\$2887.50</b>

Best Regards,



Keith Collinsworth, President



# Professional Pest Management, Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

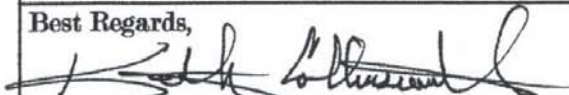
<i>Proposal Submitted To:</i>	<i>Proposal Date:</i>	6/13/13
Gadsden County Schools Att: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<i>Proposed Service Location:</i> East Gadsden High School Practice Field - 2.00 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2	220.00	440.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2	220.00	440.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2	175.00	350.00
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2	175.00	350.00
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2	365.00	730.00
			<b>Grand Total:</b>	<b>\$2310.00</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,



Keith Collinsworth, President

# Professional Pest Management Inc.

4129 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928


<i>Proposal Submitted To:</i>	<i>Proposal Date:</i>	<b>6/13/13</b>
Gadsden County Schools Att: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b> East Gadsden High School Softball Field - 1.25 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	1.25	220.00	275.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	1.25	220.00	275.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	1.25	175.00	218.75
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	1.25	175.00	218.75
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	1.25	365.00	456.25
			<b>Grand Total:</b>	<b>\$1443.75</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,

  
Keith Collinsworth, President

# Professional Pest Management, Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

<b>Proposal Submitted To:</b>	<b>Proposal Date:</b>	<b>6/13/13</b>
Gadsden County Schools Attn: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b> West Gadsden High School Baseball Field - 2.70 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2.7	220.00	594.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2.7	220.00	594.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2.7	175.00	472.50
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2.7	175.00	472.50
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2.7	365.00	985.50
			<b>Grand Total:</b>	<b>\$3118.50</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,

  
Keith Collinsworth, President

# Professional Pest Management Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

<i>Proposal Submitted To:</i>	<i>Proposal Date:</i>	6/13/13
Gadsden County Schools Attn: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<i>Proposed Service Location:</i> West Gadsden High School Football Field - 2.50 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2.5	220.00	550.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2.5	220.00	550.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2.5	175.00	437.50
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2.5	175.00	437.50
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2.5	365.00	912.50
			<b>Grand Total:</b>	<b>\$2887.50</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,

  
Keith Collinsworth, President

# Professional Pest Management Inc.

4128 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

<b>Proposal Submitted To:</b>	<b>Proposal Date:</b>	<b>6/13/13</b>
Gadsden County Schools Att: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b> West Gadsden High School Practice Field - 2.00 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2	220.00	440.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2	220.00	440.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2	175.00	350.00
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2	175.00	350.00
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2	365.00	730.00
			<b>Grand Total:</b>	<b>\$2310.00</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,

  
Keith Collinsworth, President

# Professional Pest Management Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

<b>Proposal Submitted To:</b>	<b>Proposal Date:</b>	<b>6/13/13</b>
Gadsden County Schools Att: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b> West Gadsden High School Softball Field - 1.25 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	1.25	220.00	275.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	1.25	220.00	275.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	1.25	175.00	218.75
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	1.25	175.00	218.75
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	1.25	365.00	456.25
			<b>Grand Total:</b>	<b>\$1443.75</b>

Best Regards,

  
Keith Collinsworth, President

# Professional Pest Management Inc.

4123 Neil Court  
Tallahassee, FL 32303

keithppm57@yahoo.com

Office 850-562-3934  
Fax 850-562-7580  
Cell 850-599-5928

<b>Proposal Submitted To:</b>	<b>Proposal Date:</b>	<b>6/13/13</b>
Gadsden County Schools Att: Wayne Sheppard 35 Martin Luther King Jr. Blvd. Quincy, FL 32351	<b>Proposed Service Location:</b> East Gadsden High School Baseball Field - 2.70 Acres	

## Sports Turf Proposal

Season/Month:	Description of Application:	Acreage:	Cost/Acre:	Total
July-SC#1	Postemergence herbicide application for sedge control.	2.7	220.00	594.00
August-SC#2	Follow-up postemergence herbicide application for sedge control.	2.7	220.00	594.00
October	Pre/postemergence herbicide application for broadleaf and grassy weed control	2.7	175.00	472.50
March-2014	Spring pre/postemergence herbicide application for broadleaf and grassy weed control.	2.7	175.00	472.50
June-2014	Insecticide (Top Choice) for mole cricket/fire ant control.	2.7	365.00	985.50
			<b>Grand Total:</b>	<b>\$3118.50</b>

\*Please contact me if you have any questions concerning this information.

Best Regards,

  
Keith Collinsworth, President

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10c

**DATE OF SCHOOL BOARD MEETING:** **June 25, 2013**

**TITLE OF AGENDA ITEM:** **Award of LP Gas—District Wide Bid # 1213-20 to Empire Gas of Donalsonville**

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** for Board approval to award the LP Gas—District Wide Bid # 1213-20 to Empire Gas of Donalsonville, GA for the 2013-2014 fiscal year. *Terms are current market price per gallon plus .25 firm markup.* Reference Bid # 1213-20

**FUND SOURCE:** 110

**AMOUNT:** \$39,250.50

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

*W.S.*  
To: Mr. Reginald James—Superintendent of Schools  
From: Wayne Shepard—Director of Facilities  
Re: LP Gas—District Wide Bid # 1213-20  
Date: June 17, 2013

Mr. James

On June 13, 2013 at 3:30 P.M., we opened bids for the LP Gas—District Wide.

We advertised this project in the Havana Herald, the Twin City News, and the Gadsden County Times. We sent out seven (7) bid packages and received back three (3). The lowest and best bid was from EmpireGas of Donalsonville, GA for **current price plus 0.25 firm markup**.

I would like to recommend that we award the LP Gas—District Wide Bid # 1213-20 to EmpireGas of Donalsonville, GA for **current price plus 0.25 firm markup**.

If you have any questions please feel free to call or e-mail me.

C.C. Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:24

FR-ENTERED-TO BATCH      --VENDOR--      RCP      PO NUM      CHECK#      CNTR  
 070112 061713      FE07110000                          *all*

--VENDOR--	INVOICE	UT	DATE	AMOUNT	RCP	PO NUM	CHECK#	ENTRED
FE07110000	9103538		080812	357.46	Y	183462	089480	082912
FE07110000	9103540		080812	749.83	Y	183462	089480	082912
FE07110000	9103542		080812	450.36	Y	183462	089480	082912
FE07110000	9103545		080912	437.83	Y	183462	091728	121312
FE07110000	9103719	EGHS	082912	302.33	Y	183462	089577	090712
FE07110000	9103809		091912	354.60	Y	183462	090458	100312
FE07110000	9103810		091912	362.65	Y	183462	090458	100312
FE07110000	9103811		091912	275.30	Y	183462	090597	100512
FE07110000	9103860		100912	435.71	Y	183462	090703	101712
FE07110000	9103861		100912	213.27	Y	183462	090792	102412
FE07110000	9103879		101112	174.64	Y	183462	090792	102412
FE07110000	9103881		101112	274.98	Y	183462	090950	103112
FE07110000	9104022		102312	113.22	Y	183462	090950	103112

\* SUB      4,502.18

PAGE FULL. ENTER TO CONTINUE

TERML: 8ANR

4-©      1      Sess-1      199.44.72.2      TW1H0048      #94/14

*\$ 14,214.38 SFS*  
*71,390.35*  


---

*85,604.73*

*85,604.73*  
*- 2036.59 EAH-SFS*  
*- 44317.64 EAH*  


---

*39,250.50*

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:24

FR-ENTERED-TO BATCH \_\_\_\_\_ --VENDOR-- RCP PO NUM CHECK# CNTR  
 070112 061713 \_\_\_\_\_ F E07110000 \_\_\_\_\_ \_\_\_\_\_ all

*SFS*

--VENDOR--	-----INVOICE-----	UT	-DATE-	----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
FE07110000	9104264		111312	303.10	Y	183462	091361	112712
FE07110000	9104266		111312	358.75	Y	183462	091361	112712
FE07110000	9104331		112012	451.70	Y	183462	091728	121312
FE07110000	9104492		120512	223.78	Y	183462	091728	121312
FE07110000	9104493		120512	373.70	Y	183462	091988	010413
FE07110000	9104495		120512	445.04	Y	183462	091988	010413
FE07110000	9104589		121912	209.27	Y	183462	091988	010413
FE07110000	9104590		121912	296.59	Y	183462	092300	012313
FE07110000	9104843		010713	85.40	Y	183462	092464	012913
FE07110000	9104844		010713	281.94	Y	183462	092300	012313
FE07110000	9104967		012213	148.00	Y	183462	092604	020613
FE07110000	9104988		011013	532.95	Y	183462	092464	012913
FE07110000	9105028		011613	225.11	Y	183462	092464	013013

\* SUB 8,437.51

PAGE FULL. ENTER TO CONTINUE

TERML: 8ANR

4-@

1

Sess-1

199.44.72.2

TW1H0048

#S4/14

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:24

FR-ENTERED-TO BATCH            (F) --VENDOR-- RCP PO NUM CHECK# CNTR  
 070112 061713            E07110000                                                       

*SH*

--VENDOR--	-----INVOICE----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
FE07110000	9105122		012913	189.44	Y	183462	092604	020613
FE07110000	9105196		020713	111.44	Y	183462	094124	050913
FE07110000	9105198		020713	326.04	Y	183462	092800	022213
FE07110000	9105200		020713	526.44	Y	183462	092800	022213
FE07110000	9105258		012413	333.00	Y	183462	092696	021313
FE07110000	9105361		021313	332.11	Y	183462	092800	022213
FE07110000	9105424		022013	93.98	Y	183462	092963	022713
FE07110000	9105425		022013	357.72	Y	183462	093075	030513
FE07110000	9105508		022713	360.97	Y	183462	093075	030513
FE07110000	9105563		030513	108.48	Y	183462	093363	032813
FE07110000	9105623		031313	382.58	Y	183462	093363	032813
FE07110000	9105771		032613	592.44	Y	183462	093471	040413
FE07110000	9105784		032713	258.41	Y	183462	093613	040913

\* SUB 12,410.56

PAGE FULL. ENTER TO CONTINUE

TERML: BANR

4-©

1

Sess-1

199.44.72.2

TW1H0048

#54/14

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:24

FR-ENTERED-TO BATCH      --VENDOR--      RCP      PO NUM      CHECK#      CNTR  
 070112 061713      F E07110000                          *all*

--VENDOR--	-----INVOICE-----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
FE07110000	9105785		032713	202.02	Y	183462	093613	040913
FE07110000	9105794		032813	412.18	Y	183462	093613	040913
FE07110000	9105888		041113	115.14	Y	183462	093826	042613
FE07110000	9105889		041113	519.63	Y	183462	093826	042313
FE07110000	9106086		043013	236.65	Y	183462	094224	051413
FE07110000	9106105		051413	318.20	Y	183462	094319	052213

TOTAL      14,214.38

ALL RECORDS DISPLAYED. NEXT?

TERML: 8ANR

---

4-©      1      Sess-1      199.44.72.2      TW1H0048      #54/14

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:25

FR-ENTERED-TO BATCH      4-VENDOR--      RCP      PO NUM      CHECK#      CNTR  
 070112 061713      F E07110000                               0071

--VENDOR--	-----INVOICE-----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
FE07110000	9103719	EGHS	082912	302.33	Y	183462	089577	090712
FE07110000	9103860		100912	435.71	Y	183462	090703	101712
FE07110000	9104266		111312	358.75	Y	183462	091361	112712
FE07110000	9105028		011613	225.11	Y	183462	092464	013013
FE07110000	9105361		021313	332.11	Y	183462	092800	022213
FE07110000	9105623		031313	382.58	Y	183462	093363	032813

TOTAL      2,036.59

ALL RECORDS DISPLAYED. NEXT?

TERML: 8ANR

4-©      1      Sess-1      199.44.72.2      TW1H0048      #§4/14

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:23

FR-ENTERED-TO BATCH	<u>          </u>	--VENDOR--	RCP	PO NUM	CHECK#	CNTR
070112 061713	<u>          </u>	(V)E07090000	<u>          </u>	<u>          </u>	<u>          </u>	<i>all</i>

--VENDOR--	-----INVOICE-----	UT	-DATE-	----	AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9103501-E.GAD #5		071912		284.43	Y		088891	072412
VE07090000	9103541		080812		1,126.45	Y	183744	091729	121012
VE07090000	9103543-W.GAD		080812		501.38	Y		089164	081412
VE07090000	9103546-W.GAD		080912		283.54	Y		089164	081412
VE07090000	9103547-W.GAD		080912		542.37	Y		089164	081412
VE07090000	9103718-E.GAD		082912		436.22	Y		089578	090512
VE07090000	9103804-E.GAD		091812		2,098.95	Y		090357	092612
VE07090000	9103812-W.GAD		091912		456.63	Y		090357	092412
VE07090000	9103859-E.GAD		100912		1,332.59	Y		090704	101612
VE07090000	9103882-G'BORO	M	101112		401.82	Y	183744	092801	021913
VE07090000	9103921-E.GAD		101612		926.78	Y	183744	090951	103012
VE07090000	9104021-GRETNA		102312		215.34	Y	183744	090951	103012
VE07090000	9104023		102312		1,184.00	Y	183744	091060	110212

\* SUB 9,790.50

PAGE FULL. ENTER TO CONTINUE

TERML: 8ANR

4-©	1	Sess-1	199.44.72.2	TW1H0048	#\$4/14
-----	---	--------	-------------	----------	---------

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:23

FR-ENTERED-TO BATCH ---VENDOR-- RCP PO NUM CHECK# CNTR  
 070112 061713 \_\_\_\_\_ V E07090000 \_\_\_\_\_ all

--VENDOR--	-----INVOICE----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9104101		103112	1,790.50	Y	183744	091208	111312
VE07090000	9104115-G'BORO	M	110112	471.68	Y	183744	092801	021913
VE07090000	9104140		110612	1,184.00	Y	183744	091362	112812
VE07090000	9104141		110612	756.72	Y	183744	091208	111312
VE07090000	9104265		111312	1,317.94	Y	183744	091362	112812
VE07090000	9104332		112012	615.98	Y	183744	091729	121312
VE07090000	9104335-E.GAD		112012	444.30	Y	183744	091581	120612
VE07090000	9104381-GRETNA		112712	2,227.25	Y	183744	091581	120612
VE07090000	9104382-GRETNA		112712	284.46	Y	183744	091581	120612
VE07090000	9104454		112812	930.03	Y	183744	091729	121012
VE07090000	9104494-G'BORO	M	120512	912.72	Y	183744	092801	021913
VE07090000	9104496		120512	1,067.97	Y	183744	091729	121012
VE07090000	9104498-E.GAD		120512	1,702.15	Y	183744	091729	121312

\* SUB 23,496.20

PAGE FULL. ENTER TO CONTINUE

TERML: 8ANR

4-© 1 Sess-1 199.44.72.2 TW1H0048 #54/14



DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:23

FR-ENTERED-TO BATCH	---	VENDOR--	RCP	PO NUM	CHECK#	CNTR
070112 061713	_____	V E07090000	_____	_____	_____	<i>JK</i>

--VENDOR--	-----INVOICE-----	UT	-DATE-	----	AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9104527-GRETNA		121112		1,554.44	Y	183744	091989	010313
VE07090000	9104535-G'BORO		121212		1,433.38	Y	183744	091989	010313
VE07090000	9104588-GRETNA		121912		1,244.53	Y	183744	091989	010313
VE07090000	9104591-G'BORO	M	121912		506.90	Y	183744	092801	021913
VE07090000	9104593-E.GAD		121912		888.00	Y	183744	091989	010313
VE07090000	9104752		122612		1,394.16	Y	183744	092204	011413
VE07090000	9104966		012213		868.17	Y	183744	092465	012913
VE07090000	9104986-E.GAD	M	011013		3,196.80	Y	183744	092301	012213
VE07090000	9104989-G'BORO	M	011013		1,629.63	Y	183744	092801	021913
VE07090000	9105027-E.GAD	M	011613		1,184.00	Y	183744	092301	012213
VE07090000	9105125-E.GAD		012913		2,757.39	Y	183744	092605	020713
VE07090000	9105195-GRETNA		020713		1,346.95	Y	183744	092697	021213
VE07090000	9105259-G'BORO	M	012413		791.80	Y	183744	092801	021913

\* SUB 42,292.35

PAGE FULL. ENTER TO CONTINUE

TERML: BANR

4-©

1

Sess-1

199.44.72.2

TW1H0048

#S4/14

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:24

FR-ENTERED-TO BATCH	---	VENDOR--	RCP	PO NUM	CHECK#	CNTR
070112 061713	_____	V E07090000	_____	_____	_____	<i>all</i>

--VENDOR--	-----INVOICE-----	UT	-DATE-	----	AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9105356-E.GAD		021213		1,850.59	Y	183744	092801	021813
VE07090000	9105364-E.GAD		021313		2,098.05	Y	183744	092801	021813
VE07090000	9105423-GRETNA		022013		1,171.12	Y	183744	092964	022713
VE07090000	9105503-E.GAD		022613		2,527.25	Y	183744	093076	030613
VE07090000	9105509-E.GAD		022713		1,481.04	Y	183744	093076	030613
VE07090000	9105562		030513		1,109.85	Y	183744	093195	031313
VE07090000	9105620-E.GAD		031213		2,612.50	Y	183744	093364	032613
VE07090000	9105622-E.GAD		031313		1,662.19	Y	183744	093364	032613
VE07090000	9105624-GRETNA		031313		863.58	Y	183744	093364	032613
VE07090000	9105762-E.GAD		032513		2,073.78	Y	183744	093472	040413
VE07090000	9105787-GRETNA		032713		1,629.04	Y	183744	093472	040413
VE07090000	9105788-E.GAD		032713		1,184.00	Y	183744	093472	040413
VE07090000	9105795-W.GAD		032813		1,236.24	Y	183744	093472	040413

\* SUB 63,791.58

PAGE FULL. ENTER TO CONTINUE

TERML: BANR

4-@

1

Sess-1

199.44.72.2

TW1H0048

#\$4/14

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:24

FR-ENTERED-TO BATCH	---	VENDOR--	RCP	PO NUM	CHECK#	CNTR
070112 061713	_____	V E07090000	_____	_____	_____	<i>all</i>

--VENDOR--	-----INVOICE----	UT	-DATE-	----	AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9105825-E.GAD		040313		2,061.64	Y	183744	093614	040913
VE07090000	9105928-E.GAD		042313		1,426.42	Y	183744	093992	043013
VE07090000	9106087-E.GAD		043013		1,553.56	Y	183744	094225	051413
VE07090000	9106153-E.GAD		050713		734.38	Y	183744	094225	051413
VE07090000	9107842		010713		1,822.77	Y	183744	092204	011113

TOTAL 71,390.35

ALL RECORDS DISPLAYED. NEXT?

TERML: 8ANR

4-@

1

Sess-1

199.44.72.2

TW1H0048

#S4/14

1/3

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:25

FR-ENTERED-TO	BATCH	VENDOR--	RCP	PO NUM	CHECK#	CNTR
070112	061713	V E07090000				0071

--VENDOR--	-----INVOICE-----	UT	-DATE-	----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9103501-E.GAD #5		071912	284.43	Y		088891	072412
VE07090000	9103718-E.GAD		082912	436.22	Y		089578	090512
VE07090000	9103804-E.GAD		091812	2,098.95	Y		090357	092612
VE07090000	9103859-E.GAD		100912	1,332.59	Y		090704	101612
VE07090000	9103921-E.GAD		101612	926.78	Y	183744	090951	103012
VE07090000	9104023		102312	1,184.00	Y	183744	091060	110212
VE07090000	9104101		103112	1,790.50	Y	183744	091208	111312
VE07090000	9104140		110612	1,184.00	Y	183744	091362	112812
VE07090000	9104265		111312	1,317.94	Y	183744	091362	112812
VE07090000	9104335-E.GAD		112012	444.30	Y	183744	091581	120612
VE07090000	9104454		112812	930.03	Y	183744	091729	121012
VE07090000	9104498-E.GAD		120512	1,702.15	Y	183744	091729	121312
VE07090000	9104593-E.GAD		121912	888.00	Y	183744	091989	010313

\* SUB 14,519.89

PAGE FULL. ENTER TO CONTINUE

TERML: 8ANR

4-©

1

Sess-1

199.44.72.2

TW1H0048

#54/14

2/3

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:25

FR-ENTERED-TO BATCH	---	VENDOR--	RCP	PO NUM	CHECK#	CNTR
070112 061713	_____	V E07090000	_____	_____	_____	0071

--VENDOR--	-----INVOICE-----	UT	-DATE-	----	AMOUNT----	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9104752		122612		1,394.16	Y	183744	092204	011413
VE07090000	9104986-E.GAD	M	011013		3,196.80	Y	183744	092301	012213
VE07090000	9105027-E.GAD	M	011613		1,184.00	Y	183744	092301	012213
VE07090000	9105125-E.GAD		012913		2,757.39	Y	183744	092605	020713
VE07090000	9105356-E.GAD		021213		1,850.59	Y	183744	092801	021813
VE07090000	9105364-E.GAD		021313		2,098.05	Y	183744	092801	021813
VE07090000	9105503-E.GAD		022613		2,527.25	Y	183744	093076	030613
VE07090000	9105509-E.GAD		022713		1,481.04	Y	183744	093076	030613
VE07090000	9105620-E.GAD		031213		2,612.50	Y	183744	093364	032613
VE07090000	9105622-E.GAD		031313		1,662.19	Y	183744	093364	032613
VE07090000	9105762-E.GAD		032513		2,073.78	Y	183744	093472	040413
VE07090000	9105788-E.GAD		032713		1,184.00	Y	183744	093472	040413
VE07090000	9105825-E.GAD		040313		2,061.64	Y	183744	093614	040913

\* SUB 40,603.28

PAGE FULL. ENTER TO CONTINUE

TERML: 8ANR

4-©

1

Sess-1

199.44.72.2

TW1H0048

#\$4/14

2/3

DIST: 20 FY: 13

6. VENDOR INVOICE SCAN

TIME: 14:25

FR-ENTERED-TO BATCH	---VENDOR---	RCP	PO NUM	CHECK#	CNTR
070112 061713 _____	V E07090000	_____	_____	_____	0071

--VENDOR--	-----INVOICE-----	UT	-DATE-	----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9105928-E.GAD		042313	1,426.42	Y	183744	093992	043013
VE07090000	9106087-E.GAD		043013	1,553.56	Y	183744	094225	051413
VE07090000	9106153-E.GAD		050713	734.38	Y	183744	094225	051413

TOTAL 44,317.64

ALL RECORDS DISPLAYED. NEXT?

TERML: 8ANR

4-@	1	Sess-1	199.44.72.2	TW1H0048	#S4/14
-----	---	--------	-------------	----------	--------

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10d

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Approval of Pump Out Services for Grease Traps and Sewer Plants

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of pump out services for grease traps and sewer plants. This is a one year extension from previous best quote received for 2012-2013. Vendor is North Florida Vault and Septic Tank

**FUND SOURCE:** 110

**AMOUNT:** \$8,520.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                     

CHAIRMAN'S SIGNATURE: page(s) numbered                     

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

CUSTODIAL

805 SOUTH STEWART STREET, QUINCY, FLORIDA 32351 - (850) 627-9888 - FAX: (850) 875-8795

Seste Wilson Jr.  
North Florida Vault & Septic Tank MFG.  
420 Shiloh Rd.  
Quincy, FL 32351

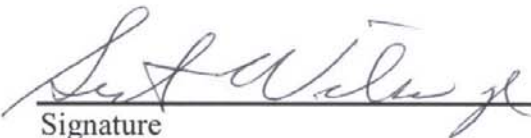
Dear Mr. Wilson,

In preparation for the upcoming fiscal year we are contacting you in reference to the Grease Trap Pump Out. I am enclosing a copy of the original request for quote and your response letter. As per item (C) we would like to extend this agreement through the 2013-2014 fiscal year.

Please give us your response and return to my office no later than June 15, 2013.

I agree to extend our services at the same price and schedule as the original agreement. Starting July 1, 2013 through June 30, 2014.

I do not wish to extend this agreement past June 30, 2013.

  
Signature

  
Date

Sincerely,

Wayne Shepard  
Director of Facilities



# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

805 SOUTH STEWART STREET, QUINCY, FLORIDA 32351 - (850) 627-9888 - FAX: (850) 875-8795

TO: North Florida Vault  
(850) 627-2644 fax

FROM: Wayne Shepard – Director of Facilities

DATE: August 21, 2012

RE: Request for quote: **Grease Trap Pump Out**

The School Board of Gadsden County Maintenance Department requests your quote for **Grease Trap Pump Outs** for the 2012-2013 fiscal year. Beginning July 1, 2012 through June 30, 2013.

**DEADLINE FOR QUOTE IS FRIDAY AUGUST 31, 2012. Fax to (850) 875-8795 or email shepardw@gcpsmail.com**

Specifications and locations are as follows.

- A) Successful vendor must provide to the School Board proof of liability insurance. The minimum amount of coverage is \$500,000.00.
- B) Any Contractual personnel and their employee(s) that enters onto School Board property is required to have a level 2 background screening as per the Jessica Lunsford Act; Florida Statutes 1012.465. This will be done by the School Board of Gadsden County Human Resource Department. Contact them at (850) 627-9651 ext. 1247 for current fee(s) and to schedule an appointment.
- C) Upon mutual agreement between the vendor and the School Board of Gadsden County, the contract may be extended for one additional year. All prices shall be firm for the term of the contract. Vendor agrees to this by submitting a quote.

Total number of tanks – 16  
Size of tanks – 1250 gallons (approx)  
Pump out 2 times per year – every six months

One sewer plant – 2500 gallons  
One time a year

Cost per truck load of emergency pump out  
\*Response time

## LOCATIONS:

1. Carter Parramore – 1 tank  
631 South Stewart St.  
Quincy, FL 32351
2. Chattahoochee Elementary – 1 tank  
335 Maple St.  
Chattahoochee, FL 32324
3. East Gadsden High – 4 tanks  
27001 Blue Star Hwy.  
Havana, FL 32333
4. Greensboro Elementary – 1 tank + 1 sewer plant  
559 Greensboro Hwy  
Quincy, FL 32351
5. Gretna Elementary – 1 tank  
706 Martin Luther King Jr. Blvd.  
Gretna, FL 32332
6. Havana Elementary – 1 tank  
705 US 27 South  
Havana, FL 32333
7. Havana Middle School – 2 tanks  
1210 Kemp Rd.  
Havana, FL 32333
8. James A Shanks Middle School – 1 tank  
1400 W. King Street  
Quincy, FL 32351
9. St. John Elementary – 1 tank  
4463 Bainbridge Hwy.  
Quincy, FL 32351
10. Stewart Street Elementary – 1 tank  
749 South Stewart Street  
Quincy, FL 32351
11. West Gadsden High School – 2 tanks  
200 Providence Rd.  
Quincy, FL 32351

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

09/03/12

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351

183630

PHONE (850) 627-9651

FAX (850) 627-2760

www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR

VF12030000

SHIP TO THIS ADDRESS

NFL VAULT SEPTIC TANK MFG  
420 SHILOH ROAD  
QUINCY FL 32351

MAINTENANCE DEPARTMENT  
805 SOUTH STEWART STREET  
QUINCY FL 32351

PRINCIPAL / SUPERVISOR

COMPTROLLER

SUPERINTENDENT

*Wayne Dupont*

*Connie Reed*

*[Signature]*

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
----------	-------------	-------------	------------	-------

32		BEST QUOTE RECEIVED TO PUMPOUT GREASE TRAPS AND SEWER PLANT. 16 TRAPS 2X PER YEAR	235.00	7520.00
2		2500 GALLON SEWER PLANT AS NEEDED. INVOICES SUBMITTED AND PAID AS SERVICES ARE RENDERED. JULY 1, 2012 - JUNE 30, 2013	500.00	1000.00

PAY TERMS: NET 30

TOTAL 8,520.00

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
110	8100	350	0231	1101379		470.00	
110	8100	350	0151	1101379		470.00	
110	8100	350	0071	1101379		1880.00	
110	8100	350	0141	1101379		1470.00	
110	8100	350	0171	1101379		470.00	
110	8100	350	0091	1101379		470.00	
110	8100	350	0061	1101379		940.00	
110	8100	350	0211	1101379		470.00	
110	8100	350	0191	1101379		470.00	
110	8100	350	0201	1101379		470.00	
110	8100	350	0051	1101379		940.00	

VENDOR

North Florida Vault Septic Tank & Mfg. , Inc  
420 Shiloh rd.  
Quincy, FL 32351  
Office Number: (850)627-2779 or (850)627-3737  
Fax Number: (850) 627-2644

*To: Mr. Wayne Shepard- Director of Facilities(Maintenance Department)*

*From: North Florida Vault Septic Tank & Mfg. , Inc*

*Date: August 30,2012*

*Re: Price Quote for Grease Trap*

*Price are as followed:*

*Sewer Plant 2500 gallon tank 500.00*  
*Pumpout 16-1250 gallon tank 235.00 per tank*  
*Total amount: 3760.00*

*\*Emergency Service Pumpout (after hours) 500.00 per load*

*\* Response time: 1.5 hours*

*Sincerely,*

  
*Seste Wilson Jr. President*

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10e

**DATE OF SCHOOL BOARD MEETING:** **June 25, 2013**

**TITLE OF AGENDA ITEM:** **Exterior Painting at George W. Munroe Elementary School  
Bid #1213-17**

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval to award the Exterior Painting at George W. Munroe Elementary School Bid #1213-17 to Bryant Painting of Quincy, Florida. Reference Bid # 1213-17.

**FUND SOURCE:** Capital Outlay

**AMOUNT:** \$27,350.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

*W.S.*  
To: Mr. Reginald James—Superintendent of Schools  
From: Wayne Shepard—Director of Facilities  
Re: Exterior Painting at George W. Munroe Elementary School Bid # 1213-17  
Date: June 19, 2013

Mr. James

On June 13, 2013 at 2:00 P.M., we opened bids for the Exterior Painting at George W. Munroe Elementary School Bid # 1213-17.

We advertised this project in the Havana Herald, the Twin City News, and the Gadsden County Times. We sent out 16 bid packages and received five (5) bids and 11 no bids. The lowest and best bid was from Bryant Painting of Quincy, Florida.

I recommend that we award the Exterior Painting at George W. Munroe Elementary School Bid # 1213-17 to Bryant Painting. for the amount of \$27,350.00

If you have any questions please feel free to call or e-mail me.

C.C. Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**  
EQUAL OPPORTUNITY EMPLOYER

Gadsden County Schools  
 George W. Munroe Elementary School Painting Bid # 1213-17  
 Bid Opening Date June 13, 2013, 2:00 p.m. EST



Company	Bid Sheet	Total	Liability Insurance	Sworn Stmt	Minority Form	W-9	Signature
Larry Harris L & L Services	✓	\$45,230.00		✓	✓	✓	Larry Harris
General Lee Painting, Inc.		No Bid					
Kinsey Contracting, Inc.		No Bid					
John The Painter, Inc		No Bid					
River King Custom Painting		No Bid					
Southeast Painting, Inc.		No Bid					
Jeff Kynoch Painting		No Bid					
Jerome Bryant Painting		\$27,350.00					
Green's Painting Service		No Bid					
Irving Whitehead	✓	\$82,341.00	✓	✓	✓	✓	
Burdick's Painting		No Bid					
Universal Coatings, Inc.		No Bid					

Dorethy Coe Karens  
 \_\_\_\_\_  
 Signature Date 06/13/13

Wayne Shepard  
 \_\_\_\_\_  
 Signature Date 06-13-2013

Mary Patton 6/13/13

Page 2  
 Gadsden County Schools  
 George W. Munroe Elementary School Painting Bid # 1213-17  
 Bid Opening Date June 13, 2013, 2:00 p.m. EST



Company	Bid Sheet	Total	Liability Insurance	Sworn Stmt	Minority Form	W-9	Signature
Florida Developers, Inc	✓	\$62,328.00	✓	✓	✓		
Reed Construction	<del>✓</del>	No Bid	<del>✓</del>	<del>✓</del>	<del>✓</del>	<del>✓</del>	
MAAR Enterprise	✓	\$10,500	✓	✓	✓	✓	
Anderson Anytime Construction		No Bid					

Monty [Signature] 6/13/13  
 Signature Date  
 Dorothy Lee Rereau 6/13/13

Wayne [Signature] 06-13-2013  
 Signature Date



# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

**George W. Munroe Elementary School Painting**  
**Bid # 1213-17**

Bids will be received through 2:00 p.m. EST, June 13, 2013 at the Max D. Walker Administration Building, 35 Martin Luther King Jr., Blvd, Quincy, FL. The School Board of Gadsden County Florida is requesting sealed bids for the following:

**Specifications for Exterior Painting Building # 1,2,3,6,7,8 & 9**  
**at George W. Munroe Elementary School**  
**Bid # 1213-17**

1. All previously painted areas.
  - (a) doors and jambs
  - (b) transom window frames over doors
  - (c) window jambs
  - (d) all wood eves
  - (e) no walkway coverings or posts
2. Pressure wash all above areas with a bleach solution and allow to dry 24 hours before painting.
3. After pressure washing and drying, scrape any loose or peeling paint and prime those areas with a rustoleum based metal primer paint.
4. Next, apply one coat of semi-gloss alkyd enamel to all surfaces as described above.
5. After a drying time of at least 24 hours, apply a second coat of semi-gloss alkyd enamel to previously painted surfaces.
6. Remember to protect all walkway floors from splatters and spilled paint.
7. When job is complete, make sure all areas are cleaned up with all trash (rags, paint cans, cleaning materials, etc.) are disposed of in a proper manner.
8. Color of paint will be decided by the Director of Facilities, Gadsden County School Board Maintenance Department.
9. Acceptable brands of paint:
  - (a) Devoe
  - (b) Sherwin-Williams
  - (c) Porter
  - (d) Benjamin-Moore
  - (e) Pittsburg

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**



Mary Rutten <ruttenm@gcpsmail.com>

---

## Bid # 1213-17 Exterior painting of George W. Munroe Elementary School

2 messages

---

Wayne Shepard <shepardw@gcpsmail.com>

Thu, Jun 20, 2013 at 12:21 PM

To: maarenterprise@gmail.com

Cc: Mary Rutten <ruttenm@gcpsmail.com>, LeAnn Ranew <ranewl@gcpsmail.com>

MR. Taylor

Your bid of \$10,500.00 for painting the exterior of George W. Munroe Elementary School according to advertisement and specifications will be going to the school board of Gadsden County Florida on June 25, 2013. If approved at that meeting I would like to set a tentative meeting with you or your representative on site at George W. Munroe, 9:am June 26, 2013 for a pre-construction meeting. This work will need to be started and finished before August 9,2013.

If you have any questions or comments please call me at 545-7918 or 627-9888 or shepardw@gcpsmail.com

---

MAAR Enterprise <maarenterprise@gmail.com>

Thu, Jun 20, 2013 at 1:25 PM

Reply-To: MAAR Enterprise <maarenterprise@gmail.com>

To: shepardw@gcpsmail.com

Cc: ruttenm@gcpsmail.com, ranewl@gcpsmail.com

Wayne, you can kick the bid out. We missed interpreted it.  
Thanks

From my Android phone on T-Mobile. The first nationwide 4G network.  
[Quoted text hidden]

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10f

**DATE OF SCHOOL BOARD MEETING:** **June 25, 2013**

**TITLE OF AGENDA ITEM:** **Exterior Painting at Chattahoochee Elementary School  
Bid #1213-18**

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval to award the Exterior Painting at Chattahoochee Elementary School Bid #1213-18 to Florida Developers, Inc. of Tallahassee, Florida. Reference Bid # 1213-18.

**FUND SOURCE:** Capital Outlay

**AMOUNT:** \$28,000.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                     

CHAIRMAN'S SIGNATURE: page(s) numbered                     

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

## **Chattahoochee Elementary School Painting Bid # 1213-18**

Bids will be received through 2:00 p.m. EST, June 13, 2013 at the Max D. Walker Administration Building, 35 Martin Luther King Jr., Blvd, Quincy, FL. The School Board of Gadsden County Florida is requesting sealed bids for the following:

### **Specifications for Exterior Painting at Chattahoochee Elementary School Bid # 1213-18**

1. All previously painted areas.
  - (a) doors and jambs
  - (b) transom window frames over doors
  - (c) window jambs
  - (d) all framework on walk-ways (post, bracing, supports)
  - (e) metal drop down skirting from roof gutter to top of brick
2. Pressure wash all above areas with a bleach solution and allow to dry 24 hours before painting.
3. After pressure washing and drying, scrape any loose or peeling paint and prime those areas with a rustoleum based metal primer paint.
4. Next, apply one coat of semi-gloss alkyd enamel to all surfaces as described above.
5. After a drying time of at least 24 hours, apply a second coat of semi-gloss alkyd enamel to previously painted surfaces.
6. Remember to protect all walkway floors from splatters and spilled paint.
7. When job is complete, make sure all areas are cleaned up with all trash (rags, paint cans, cleaning materials, etc.) are disposed of in a proper manner.
8. Color of paint will be decided by the Director of Facilities, Gadsden County School Board Maintenance Department.
9. Acceptable brands of paint:
  - (a) Devoe
  - (b) Sherwin-Williams
  - (c) Porter
  - (d) Benjamin-Moore
  - (e) Pittsburg

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

*WS*  
To: Mr. Reginald James—Superintendent of Schools  
From: Wayne Shepard—Director of Facilities  
Re: Exterior Painting at Chattahoochee Elementary School Bid # 1213-18  
Date: June 18, 2013

Mr. James

On June 13, 2013 at 2:00 P.M., we opened bids for the Exterior Painting at Chattahoochee Elementary School Bid # 1213-18.

We advertised this project in the Havana Herald, the Twin City News, and the Gadsden County Times. We sent out 16 bid packages and received four (4) bids and 12 no bids. The lowest and best bid was from Florida Developers, Inc. out of Tallahassee, Florida.

I recommend that we award the Exterior Painting at Chattahoochee Elementary School Bid # 1213-18 to Florida Developers, Inc. for the amount of \$28,000.00

If you have any questions please feel free to call or e-mail me.

C.C. Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**  
EQUAL OPPORTUNITY EMPLOYER

Gadsden County Schools  
 Chattahoochee Elementary School Painting Bid # 1213-18  
 Bid Opening Date June 13, 2013, 2:00 p.m. EST



Company	Bid Sheet	Total	Liability Insurance	Sworn Stmt	Minority Form	W-9	Signature
Larry Harris L & L Services		No Bid					
General Lee Painting, Inc.		No Bid					
Kinsey Contracting, Inc.		No Bid					
John The Painter, Inc		No Bid					
River King Custom Painting		No Bid					
Southeast Painting, Inc.		No Bid					
Jeff Kynoch Painting		No Bid					
Jerome Bryant Painting		50,850.00					No Forms included
Green's Painting Service		No Bid					
Irving Whitehead	✓	63,674.00	✓	✓	✓	✓	
Burdick's Painting		No Bid					
Universal Coatings, Inc.		No Bid					

Mary [Signature] 6/13/13  
 Signature Date

Wayne Shepard 06-13-2013  
 Signature Date

Dorothy Lee Rouse 6/13/13

Page 2

Gadsden County Schools

Chattahoochee Elementary School Painting Bid # 1213-18

Bid Opening Date June 13, 2013, 2:00 p.m. EST



Company	Bid Sheet	Total	Liability Insurance	Sworn Stmt	Minority Form	W-9	Signature
Florida Developers, Inc	✓	28,000.00	✓	✓	✓		
Reed Construction		No Bid					
MAAR Enterprise	✓	39,500.00	✓	✓	✓	✓	
Anderson Anytime Construction		No Bid					


6/13/13  
 \_\_\_\_\_  
 Signature Date


06-13-2013  
 \_\_\_\_\_  
 Signature Date

Dorothy Lee Rawn 6/13/13

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10g

**DATE OF SCHOOL BOARD MEETING:** **June 25, 2013**

**TITLE OF AGENDA ITEM:** **George W. Munroe Elementary School Parking Lot & Upgrades**

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of lowest bid for George W. Munroe Elementary School Parking Lot & Upgrades. Best Bid received by Pyramid Excavation of Havana, Florida. Specifications prepared by Joel Sampson architect of Quincy, Florida. Please see attached.

**FUND SOURCE:** Capital Outlay

**AMOUNT:** \$178,870.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
www.gcps.k12.fl.us

*W.S.* To: Mr. Reginald C. James—Superintendent of Schools  
From: Wayne Shepard—Director of Facilities  
Re: George W. Munroe Elementary School Parking Lot & Upgrades  
Date: June 17, 2013

Mr. James,

We opened sealed bids for a new parking lot and upgrades to the existing ones at George W. Munroe Elementary School on June 17, 2013 at 11:00 a.m.

The design, specifications, and advertising of the project was done by our architect Mr. Joel Sampson. (Please see his recommendation letter)

I'm also concurring with his recommendation letter. This is the second time in 30 days that we have bid this project. As you recall, the first time we bid this we only received one (1) bid. This time we sent out eight (8) packages and only received two (2) back. Even with this, the price is good and we can still get the job started and finished before school starts back in August.

Please call me if you have any questions at the office (850) 627-9888, on my cell phone (850) 545-7918, or contact me via e-mail at [shepardw@gcpsmail.com](mailto:shepardw@gcpsmail.com).

C.C: Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333

Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREENSBORO, FL 32330  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**  
EQUAL OPPORTUNITY EMPLOYER

**BID TABULATION** BID NO.: 1213-16R DATE: 6-17-2013  
**GADSDEN COUNTY SCHOOL BOARD**  
**PARKING AND DRIVE UPGRADES**  
**GEORGE MUNROE ELEMENTARY SCHOOL**



JOEL SAMPSON ARCHITECT, INC.

PLAN HOLDERS/BIDDERS	BASE BID	DEDUCT ALT #1	DEDUCT ALT #2	DEDUCT ALT #3	DEDUCT ALT #4
PEAVY AND SONS CONSTRUCTION	NO BID				
NORTH FLORIDA ASPHALT	\$194,800.00	\$37,000.00			
PYRAMID EXCAVATION	\$178,870.00	\$6,000.00	\$3,105.00	\$2,500.00	\$14,000.00
CAPITAL ASPHALT	NO BID				
C W ROBERTS	NO BID				
FLORIDA DEVELOPERS	NO BID				
GULF COAST UTILITY CONTRACTORS	NO BID				
D&E GENERAL CONTRACTORS	NO BID				

17 June 2013

Mr. Wayne Shepard, Facilities Director  
Gadsden County School Board  
805 South Stewart Street  
Quincy, Florida 32351



Re: New Parking and Drives  
George Munroe Elementary School

Dear Mr. Shepard:

We have reviewed the bid packages received June 17, 2013 for work on the above referenced project. The bid was set up requiring a base bid for the total project work with alternate pricing (four alternates) for reducing the overall cost and scope of work if the need would arise.

As you know, we received bids from two contractors and the base bids and documents appear to be in order. The bid package requested base bid and deductive alternates. See attached bid tabulation. With a base bid of \$178,870.00 Pyramid Excavation, Inc. is the apparent low bidder based on their base bid amount. The scope of work in the base bid includes the scope of work in all deductive alternates and therefore is the total project.

We understand your funding appears to allow acceptance of the Pyramid Excavation's base bid amount of \$178,870.00. To that end, and as the bid package appears to be in order and complete, we recommend acceptance of their base bid for the project with no deductive alternates being accepted.

The bid is officially good for twenty calendar days from the bid date or until July 7, 2013. Please respond with the Board's intent in this matter. Following acceptance, any bid security certified checks needs to be returned to the bidder.

If you have any questions, please contact me.

Sincerely,

  
Joel Sampson  
NCARB

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.**   11a  

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Florida Association of District School Superintendents Annual Dues  
for 2013 - 2014

**DIVISION:** Administration

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

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

Florida Association of District School Superintendents Annual Membership Dues for 2013 – 2014.

**FUND SOURCE:** General

**AMOUNT:** \$11,031.00

**PREPARED BY:** Mr. Reginald C. James

**POSITION:** Superintendent

---

**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 \_\_\_\_\_

**This form is to be duplicated on light blue paper.**

**REVIEWED BY:** \_\_\_\_\_





Mary Davis <davism@gcpsmail.com>

---

**2013-2014 FADSS Annual Dues**

1 message

---

**Angela Freeland** <AFreeland@fadss.org>

Wed, Apr 24, 2013 at 5:34 PM

To: "jamesr@mail.gcps.k12.fl.us" <jamesr@mail.gcps.k12.fl.us>, "davism@mail.gcps.k12.fl.us" <davism@mail.gcps.k12.fl.us>, "woodb@mail.gcps.k12.fl.us" <woodb@mail.gcps.k12.fl.us>

## **E-MAIL CORRESPONDENCE**

### **Florida Association of District School Superintendents (FADSS)**

**208 South Monroe Street**

**Tallahassee, Florida 32301**

**850.577.5784 / [www.fadss.org](http://www.fadss.org)**

---

April 24, 2013

### **MEMORANDUM**

**TO: District School Superintendents**



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 12a

**DATE OF SCHOOL BOARD MEETING:** June 25, 2013

**TITLE OF AGENDA ITEM:** Revision of Policy 2.25 (2013-2014 Code of Student Conduct) and Gadsden County School Board Policies

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

Approval is requested for the revision of Policy 2.25 (2013-2014 Code of Student Conduct) to include printing.

Approval is requested for the revision of all Gadsden County School Board Policies for implementation beginning the 2013-2014.

**FUND SOURCE:** General Revenue  
**AMOUNT:** TBD  
**PREPARED BY:** Rosalyn W. Smith  
**POSITION:** Deputy Superintendent

---

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: June 25, 2013

Suggested script for amending Gadsden County School Board Policies Numbered 2.25 and all of Gadsden County School Board Policies for implementation beginning the 2013-2014 school year.

( ) CHAIRPERSON

The next agenda item is Item Number \_\_\_\_ which includes consideration of, and action upon School Board Policies Numbered 2.25 and all of Gadsden County School Board Policies for implementation beginning the 2013-2014 school year. 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 June 25, 2013, 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 policy 2.25 and revision of all 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.

( ) SUPERINTENDENT

Mr./Madam Chairperson, each member of the Board has been furnished a copy of the proposed policies previously described by



you. I recommend that the Board amend School Board Policies Numbered 2.25 and all of Gadsden County School Board Policies for implementation beginning the 2013-2014 school year.

( ) CHAIRPERSON

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.)

( ) A MEMBER

Mr./Madam Chairperson, I move to amend School Board Policies Numbered 2.25 and all of Gadsden County School Board Policies for implementation beginning the 2013-2014 school year .

( ) A MEMBER

I second the motion.

( ) CHAIRPERSON

There is a motion and a second to amend School Board Policies Numbered 2.25 and all of Gadsden County School Board Policies for implementation beginning the 2013-2014 school year. Is there any further discussion? All in favor of the motion please say aye- All opposed... The policy has been amended and it is so ordered. The next item on the agenda is Item Number \_\_\_\_.

## CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

### SCHOOL BOARD ADOPTED PLANS

2.25+

The School Board has plans, manuals, handbooks and codes which outline procedures to be followed relative to stated topics. The plans, manuals, handbooks and codes listed below may be adopted by reference as part of these rules when required by other Board rules, Florida Statutes, or other controlling requirements.

#### Administrative Services

- \* Budget Document
  - District Emergency Plan
  - District Five-year Work Plan
  - District Master In-Service Plan
  - District Procedures Manual
  - District Safety Plan
  - General Outline of Revenue and Meal Accountability Procedure
  - Gadsden County Leadership Development / William C. Golden Professional Development Program
- \* Position Description
  - Project Priority List
  - School Plant Survey
  - Transportation Procedures Manual

#### Instructional Services

- After School Child Care Program Manual
- \* Code of Student Conduct
  - District Testing Procedures Manual
  - Instructional Materials Manual

## CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

Instructional Technology Plan

Limited-English Proficient LEP Plan

Manual for Admissions and Placement for ESE Programs

\* Student Progression Plan

School Handbooks

School Health Procedures Manual

School Improvement Plans

Special Programs and Procedures Manual

Student Education Records Manual

Student Performance Standards

Student Performance Standards of Excellence

Student Report Cards

Student Services Plan

Truancy Plan

\* These documents are adopted by the Board in accord with Florida Statute 120 (Administrative Procedures Act); all other documents are either approved or revised by the Board from time-to-time.

### **STATUTORY AUTHORITY:**

**1001.41, 1001.42, F. S.**

### **LAWS IMPLEMENTED:**

**1001.41, 1001.43, F.S.**

### **HISTORY:**

**ADOPTED:  
REVISION DATE(S): 07/15/03, 11/17/09  
FORMERLY: 8.220; 8.301; 8.302**

# GADSDEN COUNTY SCHOOL DISTRICT



*"Building a Brighter Future"*

## Code of Student Conduct

~~2012-2013~~ 2013-2014

**Mr. Reginald C. James**  
Superintendent of Schools  
35 Martin Luther King, Jr. Blvd.  
Quincy, Florida 32351  
(850) 627-9651  
Fax: (850) 627-2760

### School Board Members

<b>Eric Hinson</b> <b>Audrey Lewis</b> District No. 1 Havana, FL 32333 Midway, FL 32343	<b>Judge B. Helms, Jr.</b> District No. 2 Quincy, FL 32351	<b>Isaac Simmons, Jr.</b> District No. 3 Chattahoochee, FL 32324 Greensboro, FL 32330	<b>Charlie Frost</b> District No. 4 Gretna, FL 32332 Quincy, FL 32352	<b>Roger P. Milton</b> District No. 5 Quincy, FL 32351
---	--	--	--	--

Board Approved  
**June 25, 2013**

## TABLE OF CONTENTS

Superintendent’s Message .....	3
Vision .....	4
Mission Statement .....	4
Jurisdiction of the School Board.....	4
Discrimination Statement .....	4
Students' Rights and Responsibilities .....	5
Attendance.....	5
Respect for Persons and Property.....	8
Right to Learn.....	9
Right of Assembly.....	9
Right of Privacy .....	10
Participation in School Programs and Activities .....	10
Dress and Grooming .....	10
Discrimination/Sexual Harassment.....	13
Counseling.....	13
Free Speech and Publication .....	14
Student Government.....	14
Student Records.....	15
Grades .....	19
General Disciplinary Procedures .....	20
Presence of Pupils, When and Where Authorized.....	20
Authority of the Teacher .....	20
Offenses.....	20
Deferred Punishment for Offenses .....	21
Bullying and Harassment .....	21
Procedures for the Discipline of Students with Disabilities .....	28
Procedures for Discipline of K-12 Students Including PreK.....	28
Disciplinary Procedures Grades K-12 .....	29
Zero Tolerance Policy .....	32
Weapons Prohibited .....	34
Certain Drugs Prohibited.....	35
Procedures for Student Transfer-Felony Charges.....	35
Suspension/Expulsion .....	36
Corporal Punishment.....	38
Reasonable Force .....	38
Collection of Evidence / Search and Seizure.....	38
Classroom Behavior Management Form .....	40
Authority of the School Bus Driver.....	41
Misconduct on School Buses .....	41
Glossary.....	42

# The School Board of Gadsden County



*"Building A Brighter Future"*

**REGINALD C. JAMES**  
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
<http://www.gcps.k12.fl.us>

## SUPERINTENDENT'S MESSAGE

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

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

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

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

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

Respectfully yours,

Reginald C. James  
Superintendent of Schools

RCJ:RWS:mjwb

AUDREY D. LEWIS  
DISTRICT NO. 1  
HAVANA, FL 32333

JUDGE B. HELMS, JR.  
DISTRICT NO. 2  
QUINCY, FL 32351

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

CHARLIE D. FROST  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32353

## **VISION**

The Gadsden County Public School District is committed to working together to *"Build A Brighter Future"* for our boys and girls.

We, the partners for excellence, recognize the need for multicultural awareness and education and envision that schools, communities, and parents/guardians will cooperatively embrace one another to offer an educational program that will meet the needs of students, parents/guardians, and the community. We further believe that ALL children can learn, and we envision that schools, using new and emerging technologies in conjunction with traditional approaches, will provide academic, intellectual, emotional, psychological, physical, and social experiences that will develop the whole student. Our product will be students who possess foundational, marketable, and/or functional skills that will enable them to broaden their horizons in any post-secondary endeavor upon which they might choose to embark.

## **MISSION STATEMENT**

The mission of the district is *"To Build a Brighter Future as We Prepare Students for Success in Life"*.

## **JURISDICTION OF THE SCHOOL BOARD**

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

## **DISCRIMINATION STATEMENT**

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

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

## STUDENTS' RIGHTS AND RESPONSIBILITIES

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

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

### I. ATTENDANCE

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

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

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

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

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

#### **Rights:**

Students will be given an explanation of excused absences, unexcused absences, and tardies. Students can make up work for credit if the absence is excused.

A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date upon which he or she attains that age if the student files a Student Declaration of Intent to Terminate School Enrollment form. This form is available from the school administration or guidance office.

#### **Responsibilities:**

Students are required to attend school every school day. If absent, a written note from the parent/guardian stating why the student was absent must be brought to school on the day the student returns. The principal shall consider each absence as being either "excusable," "permissible," or "unexcused."

It is the responsibility of the student's parent/guardian to notify the school when his/her child will not be in attendance. The school is to be notified of an absence the morning the student is absent or within twenty-four hours.

#### Excusable Absence:

An excusable absence is one caused by illness of the student or by serious illness or death in the family, legal reasons and other special conditions or extenuating circumstances. The student shall be given an opportunity to make up all missed work.



Excused Absence for Religious Holidays:

A student shall be excused from attendance for observation of a religious holiday or because the tenets of his religion forbid secular activity on that day. Prior notification to the school principal is required.

A student who has been excused for observance of a religious holiday shall be given up to 3 school days to complete any work missed, including examinations and work assignments. No adverse or prejudicial effects shall result from any such religious observance.

Permissible Absence (Excused):

A permissible absence is one which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstances. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. The student shall be given an opportunity to make up all missed work.

Unexcused Absence:

An unexcused absence (**this does not include suspensions**) is one which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy. Therefore, suspension is not an appropriate disciplinary action for students who fall within the mandatory state attendance requirements.

Students who are more than five (5) minutes late for a class will be recorded as being tardy.

**Rule:**

All students between the ages of six (6) and sixteen (16) must attend school regularly.

**Disciplinary Action:**

A student may receive counseling, attendance conferences, parent/guardian contact, and may be referred to other appropriate disciplinary programs.

The law allows absences for illness and certain other special circumstances. Under these circumstances, district and school policies regard these absences as excused absences. A student with an excused absence is not subject to any disciplinary or academic penalties for that absence. It is the student's responsibility to obtain and complete all makeup work. An unexcused absence takes place any time a child is out of school for reasons not recognized in the law. In these cases, the child may be subject to academic penalties.

For students in grades 9-12 a minimum of 135 hours in attendance is required to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each 18 week grading period or demonstrate mastery of the course performance standards for the defined course by passing the semester exam. Credits are awarded at the end of each 18 week grading period.

Each school must implement procedures to increase student attendance. An attendance committee will be established at each school to review the reason(s) for absence(s).

## Minimum School-Based Intervention Procedures for Truant Students

Minimum School-Based Intervention Procedures for Truant Students may be as follows (Appropriate Documentation of Interventions Must Be Maintained):

1. After 3 days of unexcused absences, within a 90-day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
2. After 5 days of unexcused absences, within a 90-day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. *NOTE: A student study team is to convene when a student misses 5 unexcused absences within 30 calendar days, or when a student misses 10 days within 90 calendar days.*
3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
4. After 15 unexcused absences within a 90-day period, the student is considered "habitually truant." Florida statutes 1003.27(b).

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

## Middle-High School Attendance

A minimum of 135 hours of attendance is required for students to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each semester or demonstrate mastery of the course performance standards for the defined course by passing the semester exam.

Each school will document attempts to notify parents/guardians of each student's absence either through an automated system or other method. However, failure to successfully notify parents/guardians shall not negate the attendance policy.

## Absences

- Students are to sign in/out when missing a class for excusable appointments or emergencies and are to comply with the individual school procedures established with the school attendance office. Failure to sign out may result in an unexcused absence and the consequences thereof.
- Excused absences/tardies may only be used for the following legitimate, documented reasons:
  1. Illness and/or medical care
  2. Death in the family
  3. Legal reasons
  4. Religious Holidays, administratively pre-approved observance
  5. Pre-arranged absences approved by an administrator, school sponsored field trips, or school approved activities
  6. Other special circumstances or insurmountable conditions
- In the event 4 or more unexcused absences occur in a course during a 9-week grading period, an attendance conference may be held to determine which, if any, absences are excusable.
- For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes described above, a grade of "F" will be assigned for that grading period.
- The teacher's grade book and/or the attendance sheet signed by the teacher will be the final authority in determining the number of absences for each student.

### **Attendance Conference / Appeal Procedures**

- In order to appeal an unexcused absence, the following must occur:
  1. The student and parent/guardian must request a hearing by completing and submitting an Attendance Conference Application (form available at school).
  2. Written documentation of absences from a doctor or recognized agency, legal proceedings or other relevant information should be attached to the application when it is submitted, and may be accepted in lieu of an attendance conference provided all absences are included.
  3. An attendance conference may not be necessary if written documentation for each absence is submitted to the attendance office. Other circumstances made known to the attendance office may also make the conference unnecessary. The need for a conference will be made by the principal/designee. The school will notify the parent/guardian(s) if a conference is not necessary.
- The school will make every effort to schedule conferences at a time convenient for parents/guardians, including evening hours when necessary.
- One administrator/designee and two teachers will hear and rule on the appeal.
- The parent/guardian will be notified of the decision in a timely manner.
- Teachers will be notified of the decision in a timely manner.
- The principal may overrule the findings of the attendance committee should special circumstances occur or excuse any student from any consequence arising from recorded absences.

### **Other Considerations**

- Students who are suspended will be considered administratively absent and the absences will not count toward the “four unexcused” policy for the nine weeks grading period.
- Students who are absent for an “educationally valuable experience” other than a field trip may receive an excused absence if the following criteria are met:
  - a. The absence must be pre-approved at least one week in advance.
  - b. There must be stated and written educational objectives for the trip that are related to the performance standards for each course in which the student is enrolled and include at least one objective for each course. This information shall be attached to the Prior Approval Request Form when it is turned in to the attendance office and initialed by the teacher of each course.
  - c. The attendance administrator and/or the attendance committee will review the pre-arranged absence request. The absences may then be pre-excused pending the completion of (d) below.
  - d. Within ten (10) calendar days of the student’s return to school following the trip, the student and parent/guardian will present a student prepared report and other appropriate exhibits to the attendance committee documenting the completion of each written objective. The committee shall determine whether the absences are to be excused.
- College recruitment trips are to be scheduled when school is not in session. Days missed will be considered as part of the three (3) allowed per 9-week grading period. Administrative exception may be granted for a planned program scheduled for a specific day if the student has a pre-planned appointment, with a specific college administrator that is verified in writing by the college.
- Any student with fifteen (15) or more absences due to a physical or mental condition, which confines the student to a home or a hospital, may be referred to the Homebound Program. If placed in the Homebound Program, attendance records become the responsibility of the Homebound Program.

## **II. RESPECT FOR PERSONS AND PROPERTY**

### **Rights:**

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

### **Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**III. RIGHT TO LEARN**

**Rights:**

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

**Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**IV. RIGHT OF ASSEMBLY**

**Rights:**

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

**Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

Unauthorized or disorderly meetings will be terminated immediately by the principal/designee, and violators may be subject to further administrative disciplinary action.

## **V. RIGHT OF PRIVACY**

### **Rights:**

1. Only authorized persons may have access to student records as governed by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g. Regulations: 34 CFR Part 99.)
2. Students and their storage area, under the jurisdiction of the School Board, may be searched in cases of reasonable suspicion. Strip searching is prohibited. The use of metal detectors or specially trained animals is permissible.

### **Responsibilities:**

1. Students, parents/guardians should give the school any information needed to work with the student.
2. Students should not bring prohibited items to school.

### **Rule:**

Students will respect the privacy of others.

### **Disciplinary Action:**

Prohibited items will be confiscated by school personnel and the students will be subject to disciplinary actions allowed by School Board policy.

## **VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES**

### **Rights:**

All students will be a part of classroom instruction and other school activities for which they are qualified, without regards to their race, sex, religion, national origin, age, marital status, disability, or perceived disability.

### **Responsibilities:**

Students should do their best in school or while participating in school activities. They should also be aware of the rights and responsibilities of others so as to make the school the best place of learning possible.

### **Rule:**

Students who participate in or attend school activities will do so in a manner which promotes the objectives of the school and/or the activity.

### **Disciplinary Action:**

Students who violate the above stated rule may be subject to disciplinary actions allowed by School Board policy.

## **VII. DRESS AND GROOMING**

### **Rights:**

Students have a right to dress comfortably.

**Responsibilities:**

Students have a responsibility to wear clothes that are not dangerous to their health or safety and to dress in a manner that is not disrupting to the educational process. Clothes worn should not advertise drugs, gangs, alcohol, tobacco, inappropriate language and/or sexual behavior.

**Rule:**

Student will dress and groom in such a way as to express personal preferences within the guidelines of the school dress code. Students are prohibited from wearing bandannas, dropped pants, low riding jeans, and shorts revealing the buttocks or underwear, short tops revealing the belly button, and inappropriate short dresses, shorts, or skirts. Middle and high school students are required to have shirts tucked in and pants are to be worn with a belt.

**Elementary and Middle School Requirements:**

Appropriate dress is the primary responsibility of the student and his/her parent or guardian. In order to promote safety, personal hygiene, academic well-being and moral and character development, students shall be expected to comply with reasonable requirements relating to dress, grooming and personal appearance as follows:

- 1) All students in elementary or middle school shall wear a school uniform while in attendance during the regular school day and on school sponsored field trips.
- 2) Colors shall be that of the official school colors and other colors as recommended by the School Advisory Committee and approved by the principal of the school.
- 3) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
- 4) Uniform style bottoms will be dark blue, black, tan (khaki). No sweat pants, overalls, or jeans will be allowed.
- 5) The legs of pants shall not extend below the heels of shoes.
- 6) Uniform knee-length shorts/skirts will be acceptable.
- 7) Sneakers and leather shoes are both acceptable, but must be black, ~~dark brown, dark blue~~ or white with matching shoelaces.
- 8) Socks must be black, white, or other color as approved by the principal.
- 9) Boys and girls must wear belts if pants/shorts have belt loops. No sagging of pants will be allowed.
- 10) Outer garments for cold weather are permissible.

A student who transfers from one school to another in the county will be required to wear the “generic school uniform”, and will have 15 days to acquire the new school’s uniform.

**The “generic uniform” shall consist of the following:**

- A. Khaki or black pants, shorts, or skirt
- B. White collared shirt
- C. Dark or white leather shoes or sneakers with black, dark brown, or white socks

At the beginning of the school year, students will be required to conform to the uniform dress code within but no later than the first ten (10) school days. Likewise, students transferring into the district will have the first fifteen (15) days of school enrollment in order to conform to the uniform dress code.

**Elementary/Middle School Disciplinary Action:**

Any student enrolled in an elementary or middle school who reports to school improperly attired shall be disciplined as follows:

- A. First and second offense consequences are:
  - a. Notification of parent or guardian and require student to change into appropriate attire
- B. Third offense consequences are:
  - a. Notification of parent or guardian and require student to change in to appropriate attire and
  - b. One day of in-school suspension (if available) or three (3) days of after school detention.
- C. The fourth and subsequent offenses are considered to be willful disobedience that will result in further disciplinary action that may include additional days of in-school suspension, after school detention, or work detail.
- D. Any absence resulting from a violation of the uniform dress code will be excused.

**High School Disciplinary Action:**

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted.

Clothing and/or other personal adornment that is so unusual or non-traditional that it attracts undue attention and distracts from the academic climate of the classroom cannot be allowed.

**APPROPRIATE ATTIRE**

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student’s middle finger when placed against the student’s attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- Young men ~~will~~ **must** wear belts or suspenders with their pants. Elastic waist band/draw strings are acceptable.
- Hats and hoods may be worn outside of the building only.
- Shirts and blouses that are designed to be worn inside will be tucked into the pants/skirts.
- Undergarment shirts need to be white or grey.

**INAPPROPRIATE ATTIRE**

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants / saggy pants (F.S. 1006.07 and F.S. 1006.15)
- No hoodies allowed on campus.

\* These dress code guidelines are subject to the interpretation of the administration, faculty, and staff. Any other type of clothing or garment that is distracting, immodest, or interferes with learning will not be allowed.

**ALL STUDENTS (ELEMENTARY, MIDDLE AND HIGH) FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:**

- For first offenders, the school is required to give the student a verbal warning, and the principal must call the student’s parent or guardian;
- For second offenders, the student is ineligible to participate in extracurricular activities for up to 5 days, and the principal must meet with the parent or guardian;
- For the third or subsequent offenders, the extracurricular activity exclusion is extended to up to 30 days; the school must place the student in in-school suspension for up to 3 days; and the principal must both call and send written notice to a parent or guardian.

## **VIII. DISCRIMINATION/SEXUAL HARASSMENT**

### **Rights:**

Students have the right to attend school and learn in an environment free from discrimination and sexual harassment.

### **Responsibilities:**

Students should report occurrences of discrimination or sexual harassment to the principal through the proper grievance procedures.

### **Rules:**

No student shall on the basis of race, sex, religion, national origin, age, marital status, disability, or perceived disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination/sexual harassment under any educational program or activity.

### **Disciplinary Actions:**

Students who violate the above-stated rule may be subject to disciplinary actions allowed by School Board policy.

## **IX. COUNSELING**

### **Rights:**

Students have the right:

1. To be informed as to the nature of the guidance services available in their school.
2. To have access to individual and group counseling.
3. To request a change of counselor as applicable.
4. Students have the right of confidentiality except in the following circumstances:
  - a. Reports of abuse or neglect,
  - b. Indication of harm to self/others.

### **Responsibilities:**

Students have the responsibilities:

1. To use guidance services for their own educational and personal improvement.
2. To schedule appointments in advance unless the problem or concern is one of an emergency.
3. To work cooperatively with all school personnel.

### **Rule:**

Students should participate appropriately in the counseling process.



**Disciplinary Action:**

Students who fail to participate appropriately in the counseling process may temporarily have their opportunities for counseling suspended, or other disciplinary measures may be taken.

**X. FREE SPEECH AND PUBLICATION**

**Rights:**

1. Students will be given the opportunity to participate freely in class discussions.
2. Students may, with the approval of the principal/designee, write and distribute non-commercial printed materials. This shall include freedom of the press for all student publications.
3. Students may decide whether or not to participate in symbolic (e.g. flag salute) or religious activities.
4. After receiving permission from the principal, students may display posters, notices, magazines, or articles.
5. Students participation in classroom instruction or other school activities may not be denied based on race, sex, religion, national origin, age, marital status, exceptionality, or perceived disability.

**Responsibilities:**

1. Students must use appropriate language when expressing their thoughts, concerns, and opinions.
2. Students must respect the principal's decision concerning the request to display printed material.
3. Students should respect others' rights, responsibilities, and opinions.

**Rule:**

The principal/designee will ensure that all printed materials distributed in the school reflect appropriate journalistic ethics and are not obscene or offensive by school and community standards.

**Disciplinary Action:**

The principal may discipline any student for infraction of the above stated rule.

**XI. STUDENT GOVERNMENT**

**Rights:**

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.
2. To have access to policies of the School Board and the individual school.
3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.
4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

**Responsibilities:**

Students have the following responsibilities:

1. To elect student government officers and representatives who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.
2. To become knowledgeable of School Board and individual school policies governing the actions of students.
3. To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.
4. To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

**Rule:**

Students will use the democratic process to conduct student government operations.

**Disciplinary Action:**

The principal/designee may apply disciplinary procedures as appropriate.

**XII. STUDENT RECORDS**

**Rights:**

Students/Parents/guardians have the following rights:

1. Information contained in records that relates directly to the student may be inspected, reviewed, and challenged.
2. Personal identifiable information will be protected by legal provisions which prohibit its release to any person who is not legally authorized by the consent of the parent, guardian, or eligible student. (An eligible student is one who is 18 years of age or over and/or one who attends a post-secondary institution.)
3. Parents/guardians will receive annual notification, written in their native language, stating that they may review their child's record.

Rules/Procedures Relating to Student Records:

Student Records: The principal of each school shall be responsible for all student records and will ensure that all state and federal rules are followed. The Superintendent will make all rules available to principals.

- I. Purposes. Rules cover all school records of all students.
- II. Definitions:
  - A. Education Records: Records required by law containing information about the student
    1. Category A - Permanent Information: student information that is required by law to be kept indefinitely.
    2. Category B - Temporary Information: student information that may be kept for a

short time then discarded or changed

- B. Child: a person who is under 18 years of age
  - C. Pupil/Student: a person who is enrolled in a school
  - D. Eligible Student: a person who is 18 years old or older and who is enrolled in one or more offered educational programs by the Gadsden County district (see section IV.)
- III. The Cumulative Record: The principal is responsible for all cumulative records. These records must be kept at school and may be relocated to other schools upon appropriate written request.
- A. Content of Category A Records: Category A records contain the permanent report card and education records. These records are kept up to date and cannot be changed without the permission of the principal. The person making the change will initialize each change.
    - 1. Student's birth certificate name
    - 2. Birth date, place of birth, race, and sex
    - 3. Current address of the student
    - 4. Name of parent(s) or guardian(s)
    - 5. Name of last school attended
    - 6. Number of days present, absent
    - 7. Date enrolled, date withdrawn
    - 8. Classes/subjects taken, grades received
    - 9. Date of graduation or program completion
  - B. Content of Category B Records:
    - 1. Health information
    - 2. Information about the student's family
    - 3. Test scores
    - 4. School and vocational plans
    - 5. Honors and school activities
    - 6. Reports of special classes required by law
    - 7. List of schools attended
    - 8. Driver education certificate
    - 9. Letters from other groups
    - 10. Written requests for permission to review the record
    - 11. List of people who requested and received a copy of the record
    - 12. Written information indicating any changes made in the record
    - 13. Summary of state student assessment test results
    - 14. Copies of exceptional student education placement reports as required by law.
    - 15. Records of discipline, suspension, and expulsion
    - 16. Records of counselors' and teachers' conferences with students
    - 17. Free lunch applications, work experience interviews, and other records
- IV. The following strategies may be used for an eligible student or parent/guardian to change or remove a portion of the student record:
- A. A written request must be submitted to the principal, clearly identifying the part of the record to be changed, and specifying why it is inaccurate or misleading.
  - B. If the request is approved, the change or removal shall be made in writing and signed and

dated by the eligible student or parent/guardian and a school official. The written agreement shall show only that the record has been corrected or a portion removed.

- C. If the District denies the request for the change of record, the District will notify the eligible student or parent/guardian of the decision, advising them of their right to a hearing. Information regarding the hearing procedures will be provided to the eligible student or parent/guardian.
- D. If a hearing is held and a decision is made to keep the record intact without the proposed change, the eligible student or parent/guardian may include a written statement in the record. The statement may indicate disagreement with the decision and state reasons for disagreement.

V. Procedures for Transfer of Education Records.

- A. Records shall be transferred immediately upon written request from an eligible student or parent/guardian or from a school to which a student has transferred. The principal or designee shall transfer all Category A and Category B information and shall keep a copy of Category A information.
- B. Records shall not be prohibited from transfer for unpaid fees or fines assessed by the school.
- C. For all Gadsden County schools, current records shall be passed to a middle or high school upon student promotion to that school. This transfer will occur automatically without request.
- D. If a school is closed by order of the School Board, student records shall be transferred to the school at which students will attend the following year. If students will not attend school the following year, the Superintendent shall decide where records will be kept.

**Notification of Rights for Elementary and Secondary Schools**

FERPA affords parents/guardians and students over 18 years of age (“eligible students”) certain rights with respect to the student’s educational records. These rights are:

1. The right to inspect and review the student’s education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an

administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

Parents/guardians have the following rights:

- a. They may review their child's school records.
  - b. They may give permission for others to review the records.
  - c. They may challenge information in the records.
  - d. Upon request they will receive a copy of this rule from the Superintendent's office.
4. Eligible students or parents/guardians of the student may review individual records. Copies of records may be obtained through written request to the principal or School Board contact person. All requests will be granted within 5 working days.
  5. An eligible student or parent/guardian may give permission for others to review letters or statements in the student's records. Permission must be in writing and signed by the eligible student or parent/guardian. Access by others to a student's record will be closed upon written request by the eligible student or parent/guardian.
  6. The fee for copying the school records shall be as provided by School Board Policy.
  7. Student records are located at the school/district office.
  8. Records that give personal information may not be released without an appropriate request, except to the following:
    - a. District and school administrators and supervisors
    - b. District and school personnel, their interns, and substitutes
    - c. Administrative secretaries (as required for record keeping duties)
    - d. Gadsden County Health Department (health records only)
    - e. Florida Diagnostic and Learning Resource System personnel
    - f. Officials from a school to which a student has moved
    - g. State and federal officers, if records are needed to meet legal requirements, including judicial and law enforcement agencies as specified within signed interagency agreements.
    - h. Persons requiring information for the purpose of donating money for tuition and other related expenses
    - I. State and local people who collect data for factual reporting
    - j. Colleges/Universities needing information for the benefit of students
    - k. People who set standards for schools
    - l. Parents/guardians for tax reasons
    - m. To comply with a court order
    - n. Any person requiring information for health or safety emergencies
    - o. Persons needing information for student expulsion hearings
    - p. Educational researchers who will not publish personal identification, and who destroy the information at the end of the study
  9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to:

**Responsibilities:**

Students/Parents/guardians have the following responsibilities:

1. To inform the school of any information that may be useful in making appropriate educational decisions.
2. To authorize release of pertinent information to those individuals or agencies who are working actively and constructively for the benefit of the student.

**Rule:**

Students and parents/guardians must comply with board policies related to student records.

**Disciplinary Action:**

Failure of students/parents/guardians to provide accurate information may result in inaccurate maintenance of student records and a delay in delivery of services in a timely manner. For additional information regarding student records, and procedures, see Appendix.

**XIII. GRADES**

**Rights:**

Students have the following rights:

1. To receive a teacher's grading criteria at the beginning of each year or semester course.
2. To receive reasonable notification of failure or potential failure at any time during the grading period when it is apparent unsatisfactory work is being performed.
3. To receive periodic academic reports which may include, but not be limited to, academic and/or conduct grades. A conduct grade may not affect an academic grade.

**Responsibilities:**

Students have the following responsibilities:

1. To become informed of the grading criteria and behavior standards.
2. To maintain standards of academic performance commensurate with ability.

**Rules:**

Students enrolled in the Gadsden County School District will comply with the provisions of the Student Progression Plan.

## **GENERAL DISCIPLINARY PROCEDURES**

Students are under the authority of the principal/designee, teacher, or bus driver any time they are going to or from school, at school, or at any school activity. Law enforcement or other appropriate agencies may be notified by the principal/designee as deemed necessary.

### **I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED**

Students have permission to be on the school grounds during the regular school day and during special activities. The principal will use appropriate disciplinary procedures with any student who is found on campus without permission.

### **II. AUTHORITY OF THE TEACHER**

- A. The principal gives to the teacher authority to control students while on school campus or at any school event.
- B. Florida Statutes 1003.32 authorizes the teacher to remove from class, students with abusive, disruptive, or unruly behavior. According to the statute, a teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

### **III. OFFENSES**

- A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.
- B. The principal may discipline any student for, including but not limited to, the following misbehaviors:
  - 1. disobeying or threatening any school personnel
  - 2. profanity; offensive gestures
  - 3. destroying property
  - 4. disturbing school functions (FS 1006.145)
  - 5. leaving school without proper permission
  - 6. excessive tardies and/or unexcused absences from school
  - 7. breaking school rules
  - 8. serious misconduct
  - 9. sexual harassment
  - 10. multiple offenses
  - 11. fighting (to include instigating a fight)
  - 12. Usage of wireless communication devices and all other electronic devices (such as pagers, cellular phones, iPods, MP3 players)
  - 13. possession of weapons and/or any firearm, to include imitation firearm
  - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.
- D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary

procedure, an interpreter will participate in the process.

- E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.
- F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student gets is disciplined, the student has the right to tell his/her side of the story and he/she should be told why he/she is receiving the punishment.
- G. If a student is to be suspended, he/she will be told why before being suspended and will also get an explanation of the evidence and a chance to tell his/her side. Every effort will be made to notify the parent/guardian(s) as soon as possible. A principal may suspend for five days. If the suspension is for more than five days, or if the student is recommended for expulsion, a hearing will be held. If the student is a danger to other students or constantly keeps others from learning, he/she may be immediately removed from class and/or school. Only the School Board can expel a student. (See VIII A-B.) When a student is suspended, privileges to participate in extra-curricular activities will be revoked.
- H. All disciplinary referrals will be maintained in the district's student database.

#### **IV. DEFERRED PUNISHMENT FOR OFFENSES**

Disciplinary action for offenses occurring near the end of the school year may be carried over to the next school term.

#### **BULLYING AND HARASSMENT – GADSDEN SCHOOL BOARD POLICY #5.321**

The Gadsden County School Board prohibits acts of bullying and harassment. The School Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying or harassment is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

Bullying or harassment is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, or wireless handheld device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

- 1. Statement Prohibiting Bullying and Harassment
  - A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying. The District will not tolerate bullying and harassment of any kind. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
  - B. The District upholds that bullying or harassment of any student or school employee is prohibited:
    - 1. During any education program or activity conducted by a public K- 12 educational institution;
    - 2. During any school-related or school-sponsored program or activity;
    - 3. On a school bus of a public K-12 educational institution; or
    - 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution.



2. Definitions

- A. **Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:
1. Unwanted teasing;
  2. Social Exclusion;
  3. Threatening;
  4. Intimidation;
  5. Stalking;
  6. Cyberstalking;
  7. Cyberbullying;
  8. Physical violence;
  9. Theft;
  10. Sexual, religious, or racial harassment;
  11. Public humiliation;
  12. Rumor or spreading falsehoods; or
  13. Destruction of school or personal property.
- B. **Harassment** means any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:
1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
  2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
  3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
  4. Has the effect of substantially disrupting the orderly operation of a school.
- C. **Cyberstalking** is defined in F. S. 784.084(d) means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- D. **Cyberbullying** is defined as the willful and repeated harassment and intimidation of a person through the use of digital technologies, including, but not limited to, email, blogs, social websites (e.g., MySpace, Facebook), chat rooms, and instant messaging.
- E. **Bullying, Harassment, and/or Cyberbullying** also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
  2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
    - a. Incitement or coercion;
    - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
    - c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.
  3. Unwanted harm towards a student or employee in regard to their real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, linguistic preference, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs and therefore prohibits bullying of any student or employee by any

Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District. For Federal requirements when these acts are against Federally identified protected categories, refer to Policy 4001.1.

- F. **Accused** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.
- G. **Complainant** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other

### 3. Behavior Standards

- A. The Gadsden County School District expects students and adults to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with proper regard to the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.
- B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
- C. The School District prohibits the bullying of any student or school employee:
  - a. During any educational program or activity conducted by Gadsden County Schools District;
  - b. during any school-related or school-sponsored program or activity or on a Gadsden County school bus;
  - c. Through the use of any electronic device or data while on school grounds or on a Gadsden County school bus, computer software that is accessed through a computer, computer system, or computer network of the Gadsden County School Board. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated under this section.
  - d. Through threats using the above to be carried out on school grounds. This includes threats made outside of school hours, which are intended to be carried out during any school-related or school-sponsored program or activity, or on a Gadsden County school bus.
  - e. While the District does not assume any liability for incidences that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying against a student and the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate, which may include the use of the School Resource Officer. The principal/designee shall use all District Reporting Systems to log all reports and interventions.
- D. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, self discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior (the school's Discipline Plan).
- E. Student rights shall be explained as outlined in this policy and in the Student Code of Conduct: Respect for Persons and Property.
- F. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the Student Code of Conduct and this Policy.

### 4. Stakeholder Responsibilities

- A. By August 2009, each school principal shall create a School Safety team and designate one of its members as a School Safety Liaison and contact who shall serve on a district School Safety team that address acts of violence and school safety. The district's Safety Investigation's Officer will

be head the School Safety Team. At minimum, school teams should include staff members from administration, guidance, and instruction. These persons will serve as the key school based personnel who will receive prevention/safety training and assist in the dissemination of prevention/safety procedures, intervention, and curriculum, for bullying and other issues that impact the school culture and welfare of students and staff.

- B. The Academic Services' Office, in collaboration with other District departments, will collaborate with school based staff members, families, and community stakeholders to utilize this Policy and associated procedures to promote academic success, enhance resiliency, build developmental assets, and promote protective factors within each school by ensuring that each and every staff member and student is trained on violence prevention. These trainings will work to create a climate within each school and within the District that fosters the safety and respect of children and the belief that adults are there to protect and help them. Additionally, students and staff (including but not limited to school based employees, administrators, district personnel, counseling staff, bus drivers) will be given the skills, training, and tools needed to create the foundation for preventing, identifying, investigating, and intervening when issues of bullying arise.
- C. The Parent Services' Office, in collaboration with other District departments, will train a wide range of community stakeholders, profit, non-profit, School Resource Officers, and faith based agencies to provide the dissemination and support of violence prevention curriculums to students, their families and school staff. This collaboration will make effective use of available school district and community resources while ensuring seamless service delivery in which each and every school and student receives an equitable foundation of violence prevention.
- D. The District School Safety Team will serve as the coordinators and trainers of prevention/safety for all school staff and outside agencies/community partners. The District Safety Team will receive training in violence prevention programs. These team will ensure that these programs are evidence-based and proven. The team will be responsible for implementing the evidence-based interventions and proven programs within each of their schools.
- E. The Parent Services' Office, in collaboration with other District departments, will provide opportunities and encourage parents to participate in prevention efforts with their children in meaningful and relevant ways that address the academic, social, and health needs of their children. The District will offer parents and parent associations' trainings on violence prevention as well as knowledge of and/or opportunity to participate in any violence prevention initiatives currently taking place in their school via the district and school websites, open houses, and school newsletters. Training will provide resources and support for parents by linking them with internal supports as well as referral to community-based resources as needed.
- F. Evaluations to determine the effectiveness and efficiency of the services being provided will be conducted at least every three years and shall include data-based outcomes.
- G. The Superintendent, other district administrators, as well as school principals, will be held accountable for implementation of these student support services consistent with the standards of this policy. These administrators will take steps to assure that student support services are fully integrated with their instructional components at each school as well as in policy and practice.

#### V. Training for all Stakeholders

- At the beginning of each school year, the school principal/designee and or appropriate area/district administrator shall provide awareness of this policy, as well as the process for reporting incidents, investigation and appeal, to students, school staff, parents, or other persons responsible for the welfare of a pupil through appropriate references in the Student Code of Conduct, Employee Handbooks, the school website, and/or through other reasonable means.

#### VI. Consequences

- A. Committing an act of bullying or harassment
  1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.

2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
  3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, gross acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.
  4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.
- B. Wrongful and intentional accusation of an act of bullying or harassment
1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
  2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.
  3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.
- C. Reporting an Act of Bullying or Harassment
1. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
  2. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
  3. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
  4. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
  5. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
  6. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
  7. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
  8. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).
  9. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- D. Investigation of a Report of Bullying or Harassment
1. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act.

2. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
  3. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
  4. The investigator shall collect and evaluate the facts including but not limited to:
    - i. Description of incident(s) including nature of the behavior;
    - ii. Context in which the alleged incident(s) occurred;
    - iii. How often the conduct occurred;
    - iv. Whether there were past incidents or past continuing patterns of behavior;
    - v. The relationship between the parties involved;
    - vi. The characteristics of parties involved, *i.e.*, grade, age;
    - vii. The identity and number of individuals who participated in bullying or harassing behavior;
    - viii. Where the alleged incident(s) occurred;
    - ix. Whether the conduct adversely affected the student's education, educational environment or mental well-being;
    - x. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
    - xi. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.
  5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include but not limited to:
    - i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
    - ii. A written final report to the principal.
  6. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
  7. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.
- E. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District
1. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
  2. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
    - i. If it is within the scope of the District, a thorough investigation shall be conducted.
    - ii. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
    - iii. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.
- F. Notification to Parents/Guardians of Incidents of Bullying or Harassment
1. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.
    - i. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
    - ii. If the bullying incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School

Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states “. . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school.”

2. Immediate notification to the parents/legal guardians of the perpetrator of an act of bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

3. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

#### G. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

1. The teacher or parent/legal guardian may request informal consultation with school staff, *e.g.*, school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student’s parents or legal guardian are included.
2. School personnel or the parent/legal guardian may refer a student to the school intervention team for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.
3. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
4. The intervention team may recommend
  - i. Counseling and support to address the needs of the victims of bullying or harassment;
  - ii. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or
  - iii. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

#### H. Reporting Incidents of Bullying and Harassment

1. Incidents of bullying or harassment shall be reported in the school’s report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
2. The District will utilize Florida’s School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related as a related element code.
  - i. Bullying and/or harassment incidents shall be reported and coded appropriately in SESIR using the relevant incident code and the bullying-related code as indicated in the *Code of Student Conduct*.
3. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
4. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the Department of Education.

- I. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment
  - 1. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
  - 2. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.
  
- J. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim
 

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
  
- K. Publicizing the Policy
  - 1. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
  - 2. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
  - 3. The Superintendent shall also make all contractors contracting with the District aware of this policy.
  - 4. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.
  - 5. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

Disclaimer: The Gadsden County School District prohibits bullying & harassment of any kind; if you know, heard, and/or witness any infraction, Please fill out a form from the district's website or any school in Gadsden's County. You may remain anonymous, if you desire.

### **PROCEDURES FOR THE DISCIPLINE OF STUDENTS WITH DISABILITIES**

(as defined under Section 504 Rehab Act 1973, ADA & IDEA)

#### **6A-6.03312. Discipline Procedures for Students with Disabilities**

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior must be considered in the development of their **individual educational plans (IEPs)**. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in this rule, is appropriate for a student with a disability who violates a code of student conduct.

**PROCEDURES FOR THE DISCIPLINE  
OF K-12 STUDENTS INCLUDING PREKINDERGARTEN**

The use of corporal punishment, humiliation, total or extended isolation, and/or withholding of food is prohibited as a form of discipline for prekindergarten students. (ACYF/HS 4.02;45 CFR 1304). When necessary, additional assistance will be acquired to provide for the needs of individual children.

Definitions specific to this policy:

Corporal Punishment - Paddling, slapping, pulling of hair, pinching, or any other means of causing bodily harm.

Denial of Participation in Extracurricular Activities - Denying a child the opportunity to participate in out-of-class activities such as field trips or parties. When necessary, additional assistance will be acquired to provide for the needs of individual children.

Extended Isolation in the Classroom - Denying a child the opportunity to participate in classroom activities for an unreasonable period of time. (e.g. long periods in time out).

Humiliation - Using derogatory remarks when referring to a child, name calling, or any other action that could lower the pride, dignity, or self-respect of a student.

Withholding of Food - Denying a child food that is provided to his/her peers such as dessert, snack, party foods, etc.

Total Isolation - Placing a child out of view of a responsible adult.

Suspension- The temporary removal of a child from his regular school program or the school bus.

Expulsion - The removal of the right and obligation of a child to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance.

Suspension and/or expulsion are NOT RECOMMENDED in disciplining prekindergarten children. These procedures should only be used for the safety, health, or welfare of any student, teacher, or staff member.

If a child's problem behavior is extensive or has escalated over a period of time, this may be an indicator of a physical or emotional problem and a referral to the prekindergarten office and the student study team may be needed.

**DISCIPLINARY PROCEDURES  
GRADES K-12**

**Disclaimer: Please be advised these are just guidelines and the principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.**

Discipline Guidelines and Procedures

CLASS I	MINOR OFFENSES
---------	----------------

\*Document All Actions Taken in Class I on the Classroom Behavior Management Form

- Chewing gum, eating food, or drinking beverages during class
- Being unprepared for class/no materials
- Arriving late to class (up to 5 minutes)



- Refusing to do classroom work
- Sleeping in class
- Using offensive language in general conversation with peers
- Disrupting the classroom (talking out loud, getting out of seat, laughing or talking at inappropriate times)
- Displaying intimate affection in public
- Possessing inappropriate items, (toys, games, tape players,)
- Disrupting the class by any other minor offense

#### Actions To Be Taken By Teachers

#### *1st Offense*

- Contact the parent/guardian. **[required]**
- Hold a teacher/student conference with documentation **[complete applicable section of Classroom Behavior Management Form (CBM)]**.
- Collect inappropriate items from the student and return them at end of the day or when a parent/guardian collects them.

#### *2nd Offense*

- Use creative teacher interventions (may include behavior improvement plan, disciplinary work, etc.).
- Refer the student to the homeroom teacher (If student is an athlete, refer to coaches)
- Hold formal teacher-student conference and contact the parent/guardian. **(complete applicable section of CBM)**
- Refer the student to the team leader or designee, if applicable.
- Refer the student to the Guidance Counselor/Resource person/Student Study Team.
- Arrange peer mediation for the student.

#### *3rd Offense*

- Contact the parent/guardian. **[required]**
- Render a verbal reprimand.
- Provide notification of the consequences of the next offense.
- Arrange peer mediation for the student.
- Refer the student to the team leader or designee.
- Refer the student to a Guidance Counselor.

#### *4<sup>th</sup> Offense*

#### **ACTIONS TO BE TAKEN BY ADMINISTRATORS**

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.
- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

**Disclaimer: Please be advised these are just guidelines and tThe principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.**

CLASS II	INTERMEDIATE OFFENSES
----------	-----------------------

- Repeating classroom disruptions
- Failing to serve detention or other disciplinary interventions
- Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
- Throwing food or drinks in cafeteria
- Loitering in an unauthorized location

- Using obscene or profane language or gestures
- Possessing or using tobacco products
- Cheating, plagiarism, abuse of technology, or forgery
- Skipping class/Leaving class (Skipping class is also considered arriving to class after 5 minutes.)
- Throwing or propelling objects or spitting
- Intimidating or harassing another student
- Dressing in opposition to the dress code
- Repeating Class I offenses
- Unauthorized usage of electronic devices
- Drop Pants / Saggy Pants (reference page 12)
- Student use of cell telephones/wireless communication devices

Personal cell telephones may be brought to school with the following conditions:

- a. Phones must be turned off and kept out of sight during school hours and while riding on the school buses or using school transportation at any time.
- b. If emergency calls to or from students are necessary, they should be placed through the school office and not to or from the student's telephone.
- c. Phones should be kept secure to prevent theft (vehicles, purses, backpacks, lockers, etc.) The school is not responsible for lost or stolen phones or any other electronic device.

#### Actions To Be Taken By Administrators

- An administrator calls the parent/guardian. **[required]**
- An administrator will assign In-school suspension (ISS) for specified number of days.
- An administrator will assign 3 - 5 days out-of-school suspension (OSS) /parent/guardian contact.
- An administrator will assign 5 days OSS [school level hearing/ parent/guardian conference]
- An administrator will provide a hearing with the option to give OSS of 5 more days.
- The School Resource Officer will issue a citation.
- An administrator will provide peer mediation for the student.
- An administrator will involve the Guidance Counselors in fact-finding and counseling of students.
- Drop pants / saggy pants: verbal warning; ineligibility to participate in extracurricular activities; in-school suspension

**Disclaimer: Please be advised these are just guidelines and the principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.**

CLASS III	GROUP A	MAJOR OFFENSES
-----------	---------	----------------

- Defying a school district employee (an attitude or action designed to provoke a confrontation)
- Defacing school property/malicious mischief
- Inciting or participating in riotous behavior
- Obstructing school employees from their duty (preventing fight breakups, etc.)
- Possessing merchandise stolen on school campus
- Trespassing
- Using school property without authorization (computers, A/V or PE equipment)
- Exhibiting lewd and lascivious behavior
- Possessing obscene literature or objects
- Stealing
- Repeating Class II offenses
- leaving school campus without permission
- under the influence of alcohol and/or drugs

#### Actions To Be Taken By Administrators

##### *1st Offense*

- An administrator calls the parents/guardians. **[required]**

- The teacher/administrator writes a referral and administrator confers with the student.
- An administrator assigns 3-5 days out of school suspension.
- An administrator warns the student and parents/guardians of the consequence of the second offense.
- Guidance Counselors assist with fact finding and counseling of students.
- The student/parent/guardian makes restitution
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.
  
- **2nd Offense**
- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out of school suspension and conducts a hearing.
- An administrator warns the student and parent/guardian of the consequences of the third offense.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

**Disclaimer: Please be advised these are just guidelines and the principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.**

CLASS III	GROUP B	MAJOR OFFENSES
-----------	---------	----------------

- Fighting (involvement in physical confrontation in which the participant either initiated the fight or failed to take advantage of an opportunity to avoid escalation of the incident that led to the fight)
- Creating a hostile environment that includes harassing, physical, verbal, graphic or written conduct that is sufficiently severe, pervasive or persistent as to interfere with an individual's ability to participate in or benefit from school activities. This includes all forms of sexual, racial, national origin, disability or other forms of discrimination or harassment prohibited by school board policies
- Threatening, harassing or intimidating a school district employee/adult
- Bullying & Harassment that is systematic in gesture or written, verbal, graphic, or physical acts. Also, a repeated behavior that has been already addressed.

**Actions To Be Taken By Administrators**

***1st Offense***

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension.
- Guidance Counselors assist in fact finding and counseling of student.
- An administrator reads the second offense consequences to the students and parent/guardian.
- An administrator provides peer mediation.

***2nd Offense***

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension with a hearing for possible alternative placement and/or expulsion considerations.

**Disclaimer: Please be advised these are just guidelines and the principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.**

## ZERO TOLERANCE OFFENSES

**REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.****Florida Statute: 1006.13 - Zero Tolerance Policy**

1. The Gadsden County School Board has a zero tolerance policy for:
  - (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
  - (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.
  
2. The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. . (See definition of expulsion.)
  - (a) Bringing a firearm, imitation firearm, or weapon (as defined in F.S. Chapter 790) to school, to any school function, or possessing a firearm, imitation firearm, at school. (to include the possession, use, or sell of a firearm, imitation firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or
  
  - (b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity, bring, possess, use, or sell a firearm, imitation firearm, or explosive on campus

The Gadsden County School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student with a disability, the district school board shall comply with applicable State Board of Education rules.

**Offenses Prohibited**

1. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.
  - a. homicide (murder, manslaughter)
  - b. sexual battery
  - c. armed robbery
  - d. aggravated battery
  - e. assault, battery or aggravated battery on a teacher or other school personnel
  - f. kidnapping or abduction
  - g. arson
  - h. possession, use, or sale of any firearm, to include an imitation firearm
  - i. display, use, threaten, or attempt to use any imitation firearm
  - j. possession, use, or sale of any explosive device

- k. possession, use, or sale of drugs or alcohol
- l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
- m. bomb threat
- n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

- 2. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. 784.081, he/she shall be expelled or placed in an alternative school setting (F.S. 1006.13(4)).
- 3. **All incidents involving firearms, imitation firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**
- 4. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.
- 5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

#### **WEAPONS PROHIBITED**

- 2. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. For use in this policy, weapons shall include but not be limited to the following: air rifle, BB or pellet gun, rifle, shot gun, zip gun, stun gun, pistol, ammunition or explosive device (no matter how limited), incendiary device, ice pick, knife, box cutter, pocket knife, machete, hypodermic needle(s), laser pointer, brass knuckles, club, nunchakus, razor blade, self-defense sprays (such as mace or pepper gas), sling shot, spear, sword, or any item used with intent to cause bodily harm to another individual.
- 3. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.
- 4. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.
- 5. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.
- 6. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

## CERTAIN DRUGS PROHIBITED

1. The use, distribution, sale and/or unlawful possession of mood modifiers, synthetic drugs, controlled substances or alcohol on campus, at school activities, or on school-sponsored transportation, including designated bus stops, is strictly prohibited. If, after an investigation, a student has been determined to be in violation of this section, he or she will be referred to the School Board for expulsion.
2. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**
3. With written parent/guardian permission, using Form GCSB 893, a prescribed or nonprescribed medication may be given to a student by authorized school personnel. (See School Board rule 5.62.)
4. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

## PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

1. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:
  - a. has been formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a prosecuting attorney; and
  - b. the incident for which he/she has been charged occurred on other than school property, and
  - c. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and
  - d. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.
2. If the principal proposes a felony transfer, he/she will, in accordance with Section 1006.09(2), Florida Statutes, conduct an administrative hearing for the purpose of determining whether or not the student should be assigned to an alternative program pending determination of his/her guilt or innocence, or the dismissal of the charge, by a court of competent jurisdiction. The following procedures shall be followed if the principal proposes a felony transfer.
  - a. Upon receiving proper notice that a student has been formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, the principal shall notify the parent/guardian of the student, in writing of the specific charges against the student and of the right to a hearing.
  - b. Such notice shall set a date for the hearing which shall not be less than two (2) school days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.\* A hearing can be held without the attendance of the parent/guardian after proper notification.

### **\*Waiver of Discipline:**

**a**Any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under chapter F.S. 893, may request a waiver of the discipline code:

- i. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or
- ii. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statutes 1006.09.

3. The hearing shall be conducted by the principal, or designee, and may be attended by the student, the parent/guardian, the student's representative or counsel, and any witnesses requested by the student or the principal.
4. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.
5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.
6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.
7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)
8. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.

### SUSPENSION/EXPULSION

Suspension, also referred to as out-of-school suspension, is the temporary removal of a student from all classes of instruction on public school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee for a period not to exceed ten (10) school days. [F.S. 1003.01](#) During the suspension, the student is remanded to the custody of the parent/guardian with specific homework assignments for the student to complete.

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the School Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

1. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.
2. If a student is suspended or expelled from school, the student will not be allowed to attend any other school or school activity in the district until the time of suspension or expulsion has ended, or the School Board or the Superintendent has assigned an alternative setting. Failure to adhere to this rule could result in the extension of the suspension/expulsion and/or arrest.
3. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.
4. The following are procedures for suspension:
  - a. Before suspending a student, the principal/designee will investigate the alleged offense, giving the student a chance to tell his/her side of the story and obtain written statements from witnesses, if appropriate.
  - b. When a student is suspended from school, an immediate attempt will be made to contact the parent/guardian(s). The student, the parents/guardians, and the Superintendent will be sent written notice (suspension form) within twenty-four hours.

- c. The suspension by the principal may not be for more than ten days. No student will be suspended for more than five days without a school hearing which will adhere to the following procedures:
  - i. A suspension form will be completed giving the date for the hearing (usually on the third or fourth day of the suspension), and it will also include the time, place, and the purpose for the hearing.
  - ii. The hearing will be video and/or audio taped.
  - iii. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.
  - iv. This hearing should include the student and his/her parent/guardian(s) and may also include teachers, administrators, guidance counselors, school psychologists, and/or others as appropriate.
  - v. Decisions will be based on the information presented.
  - vi. At the end of the hearing, the principal will tell the student and the parent/guardian(s) verbally and later in writing what he/she has decided to do about the misbehavior. The Principal may extend the suspension up to 10 days.
  
- 5. The following are procedures for an expellable offense:
  - a. When a student commits an expellable offense (see Zero Tolerance Policy), the Principal/Designee investigates. If after the investigation it is deemed necessary to continue the expulsion process, the Principal/Designee notifies:
    - i. parent/guardian of suspension and sets a hearing date (hand delivered)
    - ii. the District Office
    - iii. ESE, ESOL and School Psychologist (if appropriate)
  
  - b. At the school hearing the following will be present:
    - i. student
    - ii. parent/guardian
    - iii. school personnel
    - iv. district personnel
    - v. witnesses
    - vi. other appropriate personnel
  
  - c. The following guidelines will be adhered to at the school hearing:
    - i. The Principal/Designee will chair the hearing.
    - ii. All information discussed will be recorded.
    - iii. Everyone involved in the incident may give his/her side of the story.
    - iv. All pertinent information will be discussed including the student's discipline, attendance, and academic records and other significant information such as police and witness reports.
    - v. The recommendations of the Principal/Designee may also include, but not be limited to, alternative programs, counseling, community service, drug and rehabilitative treatment centers, extended suspension, and expulsion.
    - vi. If expulsion is recommended to the Superintendent, the suspension is extended for a total of 10 days. The parent/guardian is notified of the date of the School Board Meeting.
    - vii. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.
  
  - d. If the Superintendent concurs with the Principal's decision, he will make a recommendation to the School Board. If the Superintendent does not agree with the expulsion recommendation, the student will be allowed to return to school.
  
  - e. All recommendations for expulsion are placed on the School Board agenda for final action. The Superintendent will give to the Board, prior to the School Board meeting, background information



on the student. The Board will act upon the recommendation of the Superintendent. The principal making the recommendation for expulsion must be present when the case goes before the School Board .

### **CORPORAL PUNISHMENT**

Corporal punishment is prohibited.

### **REASONABLE FORCE**

Florida Statute 1003.32(1) authorizes teachers and other instructional personnel to use reasonable force to protect himself/herself or others from injury. The Department of Education has defined reasonable force as, “appropriate professional conduct including physical force as necessary to maintain a safe and orderly environment.” The Department of Education has clarified that school personnel do have the right and the authority to protect against: conditions harmful to learning, self, and others. Note: Florida Statute 1006.11(2) further provides that a principal, teacher, other staff members, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, and expulsion of students, except in the case of excessive force or cruel & unusual punishment.

### **COLLECTION OF EVIDENCE / SEARCH AND SEIZURE**

The right of students as citizens to be free from unreasonable search shall be preserved in the schools. However, the principal or designee has the right to collect evidence as necessary to provide for the safe and orderly operation of the school and all of its functions. These may include, but not be limited to, the following measures:

1. General Search: In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
2. Lockers: Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.
3. Personal Search: With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. **FRISKING AND STRIP SEARCHES ARE PROHIBITED.**
4. Use of Metal Detectors: As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.
5. Search of Vehicles: Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.

6. Use of Video Cameras: For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.
7. Drug-Sniffing Dog: In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:
  - a. Contact the Superintendent or his designee for approval.
  - b. The search will be conducted to avoid contact between students and the dog.
  - c. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.



## AUTHORITY OF THE SCHOOL BUS DRIVER

1. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.
2. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, if a bus driver has a note from the student's parent/guardian which has been approved by the school, the bus driver may let the student off at another stop. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

## MISCONDUCT ON SCHOOL BUSES

If a student misbehaves on the school bus, the bus driver may report the misbehavior to the principal. The principal may suspend the student from riding the bus for no more than ten (10) school days per offense. Please note: If ESE students do not get a ride to school during the bus suspension, the suspension will count towards the maximum allowable ten (10) day school suspension for the year. If the suspension is for more than five (5) days, a hearing is required. The School Board may change the suspension to an expulsion from the school bus. The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

**Disclaimer: Please be advised these are just guidelines and the principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.**

## BUS OFFENSES

### MINOR OFFENSES

- Shouting/loud talking
- Eating / drinking
- Littering
- Holding hand/head outside of the bus

### Actions To Be Taken

- **BUS DRIVERS' INTERVENTIONS (use one or more)**
- Conduct a conference with the student.
- Assign a new seat assignment.
- Notify the parents/guardians.
- Write a referral and give it to an administrator.
  
- **ADMINISTRATORS' INTERVENTIONS**
- 1st referral: Notify parents/guardians and have a conference with the student.
- 2nd referral: 1- 3 days off bus
- 3rd referral: 3 days off bus
- 4th referral: 5 days off bus (**Hearing Requested**)

### MAJOR OFFENSES

- Being out of seat when bus is in motion
- Using foul language/ racial slurs
- Defacing property
- Throwing objects
- Holding hand/head outside bus while in motion
- Fighting

- Distracting the bus driver with deviant behavior

#### **Actions To Be Taken By Administrators**

- Restitution is paid by the student/parent/guardian.
- 1st referral: 1-3 day off bus
- 2nd referral: 3-5 days off bus
- 3rd referral: 5 days off bus
- 4th referral: 5 days off bus (**Hearing Requested/expulsion considered**)

The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

#### **ZERO TOLERANCE ON THE BUS**

- Threatening/assaulting the driver
- Possessing weapons
- Possessing/using drugs/alcohol

### **GLOSSARY**

**Abuse of property/minor vandalism** - to use wrongly or improperly, or to maltreat any school equipment or property

**Aggravated battery** - Intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery.

**Alcohol possession, use, sale, storage, or distribution** - having on one's person or within one's personal property or under one's control by placement of and knowledge of the whereabouts or reasonable belief that one has assimilated, or reasonably appears, in the judgment of appropriate school officials, to be under the influence of any alcoholic substance

**Armed robbery** - the taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon

**Arson** - to willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being

**Articles disruptive to school** - to possess, display or use anything that is disruptive to the general peace and welfare of a school center, school bus, or a school sponsored activity

**Assault** - an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so which creates a well-founded fear in such other person that such violence is imminent. (F.S 784.011)

**Assault on school board employee** - any intentional, unlawful threat, by word or act, to do violence to a school board employee, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

**Attempted criminal act against a person** - any person who attempts to commit, or who solicits another to commit, or who agrees, conspires, combines, or confederates with another person or persons to commit the offense of a battery against another person or persons, and in such attempt does any act toward the commission of such offense, but fails in the perpetration or is intercepted or prevented in the execution of the offense

**Battery (Aggravated)** - intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery

**Battery or aggravated battery on a school board employee** - a battery or aggravated battery on any elected official or school district employee whether it is committed on school property, on school sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business

**Bomb threat** - intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device

**Breaking and entering/burglary** - the unlawful entry into a building or other structure with the intent to commit a crime

**Bullying** - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

- a. Unwanted teasing;
- b. Social Exclusion;
- c. Threatening;
- d. Intimidation;
- e. Stalking;
- f. Cyberstalking;
- g. Cyberbullying;
- h. Physical violence;
- i. Theft;
- j. Sexual, religious, or racial harassment;
- k. Public humiliation;
- l. Rumor or spreading falsehoods; or
- m. Destruction of school or personal property.

**Bus disruption** - behavior that disrupts and/or distracts the driver from safely operating the school bus

**Cheating (copying work of another, using materials not authorized to use** - copying of anyone else's work or cheating on any test or assignment

**Chemical/hazardous material** - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s).

**Computer misuse/inappropriate use of e-mail/internet** - the inappropriate use of a computer, including, but not limited to, breaking into restricted accounts or networks, modifying, or destroying files without permission, illegally copying software, and entering or distributing or printing unauthorized files; accessing or entering unauthorized internet sites; distributing inappropriate electronic messages

**Confrontation/tussle** - a verbal confrontation, struggle, or scuffle involving more than one person; pushing, shoving, pulling, etc. that has the propensity to escalate into a fight

**Contraband, non-criminal** - possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, portable cellular telephones, etc.; these will be confiscated

**Corporal punishment** - Paddling by the principal/designee on the student's buttocks.

**Criminal assault on a student/person** - any intentional, unlawful threat, by word or act, to do violence to another person, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

**Criminal battery on a student/person (non-School Board Employee)** - an actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual, including child abuse; the malicious and unprovoked physical attack by an aggressor upon another person

**Destructive device** - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage (F.S. 790.001(4)).

**Disobedient/open defiance/insubordination** - refusal or failure to obey, marked by resistance to authority; the flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority

**Disobeying rules on the school bus** - violation of the posted or written rules of conduct for the bus that is not necessarily a disruptive behavior; e.g.: not in assigned seat, eating or drinking on the bus

**Disorderly conduct/disruption of school** - any act which substantially disrupts the orderly conduct of a school function, behavior which substantially disrupts the orderly learning environment or poses a threat to the health, safety, and/or welfare of students, staff, or others

**Disrespectful language** - written or verbal remarks or gestures that show a lack of respect, rudeness or are inappropriate; The use of words or acts which demean, degrade, antagonize, or humiliate a person or group of persons

**Disruptive behavior** - behavior by its nature disrupts the educational process, but is not criminal.

**Disruptive play** - non-confrontational activity that is not appropriate in a school setting and is disruptive to the educational process; engaging in rowdy, rough behavior that interferes with the safe and or purposeful order of a school; e.g.: horseplay, chasing another student in the hallway of classroom, etc.

**Dress code violation** - to dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety; violations of the school dress code

**Drug paraphernalia use, sale, storage, or distribution** - to possess, use, sale, store, or distribute any equipment, device, or equipment used for the purpose of preparing or taking drugs

**Drugs represented as drugs/imitation, use, storage, or possession** - to store, possess, purchase, use, or be under the influence of any mood modifying substance and/or dangerous substance including, but not limited to, marijuana, hallucinogens, inhalants, as well as any substance represented to be an illegal substance, such as designer drugs, or caffeine pills, tablets, or caplets, or any substance which is represented to be any such substance while on school property or jurisdiction of the school district

**Due process** - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. [F.S 1006.07]

**Explosive (F.S. 790.001 (5))** - any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators; but not including:

(a) Shotgun shells, cartridges, or ammunition for firearms;

(b) Fireworks as defined in s. 791.01(4)(a); means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel

them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

(c) Smokeless propellant powder or small arms ammunition primers, if possessed, purchased, sold, transported, or used in compliance with F.. 552.241;

**Explosive devices possession, use, sale, or distribution (not firecrackers, fireworks)** - an explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators

**Expulsion** - Removal of the right and obligation of a student to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance. Expulsion can also mean alternative placement.

**Extortion/blackmail/coercion** - the use of threat or intimidation to obtain anything of value from another person, including, but not limited to, money

**Extracurricular** - any school-authorized or education-related activity occurring during or outside the regular instructional school day. [F.S. 1006.15]

**Failure to comply with class/school rules** - violation of specified posted or written school or class rule that is not necessarily a disruptive behavior; e.g.: repeatedly chewing gum, repeatedly tardy for class, etc.

**False fire alarm/911 call** - whoever, without reasonable cause, by outcry or the ringing of bells, or otherwise makes or circulates, or causes to be made or circulated, a false alarm of fire or 911 call

**False report involving school, school personnel's property, school transportation or school sponsored activity-** Making a false report with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, or other deadly explosive.

**Fighting** - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

**Firearm** - means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. [F.S. 790.001(6)]

**\*Firearm, possession, use, or sale of** - Possession, use, or sale of any firearm, imitation firearm, on school property, school-sponsored transportation or during a school-sponsored activity. A firearm, imitation firearm, is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. [F.S. 790.001(6)]

**Fireworks/firecrackers** - possession, use, sale, storage, or distribution of fireworks or firecrackers or associated devices

**Forgery of a document or signature** - to fashion or reproduce for fraudulent purposes

**Gambling** - one who participates in games of chance or skill for money or profit

**Grievance procedure** - The process of filing appropriate forms resulting from a complaint filed by a student. Forms may be obtained from the principal.

**Harassment** - Any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:



1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

**Hazing - to persecute or harass with meaningless, difficult, or humiliating tasks whether its mental and/or physical.**

**Homicide/murder** - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification

**Illicit drug** - A drug not allowed by law, custom, rule, etc.

**Imitation firearm** – Any toy gun, replica of a firearm, air-soft gun that fires nonmetallic projectiles, or other device that is so substantially similar in coloration and overall appearance to a firearm.

**Inappropriate activity** - any activity that is disruptive and/or inappropriate in a school setting that does not fit into another category

**Intentionally striking a staff member intervening in a fight** - intentionally striking or violently struggling with a staff member intervening in a fight or confrontation

**Kidnapping or abduction** - forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to hold for ransom or reward or as a shield or hostage; commit or facilitate commission of any felony; inflict bodily harm upon or to terrorize the victim or another person

**Leaving School Grounds without permission** - unauthorized leaving of the school grounds

**Lying/misrepresentation** - intentionally providing false or misleading information to, or withholding valid information from a school staff member

**Motor vehicle theft** - theft or attempted theft of a motor vehicle; anything that is self-propelled

**Obscene, lewd, or inappropriate act** - the use of oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting

**Other potentially dangerous weapons/items** - any instrument or object, other than firearms or knives, deliberately used to inflict harm on another person, or used to intimidate any person

**Out of Assigned Area** - out of assigned area without permission and/or in a restricted access area without permission

**Permissible absence** - An absence which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstance. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. Work missed may be made up by the student.

**Petty theft/stealing 1 (\$0-\$10)** - the unlawful taking, carrying, or lending of property less than \$10.00 in value from the possession or constructive possession of another person

**Petty theft/stealing 2 (\$10 -\$25)** - the unlawful taking, carrying, lending, or riding away of property more than \$10, but less than \$25 in value from the possession, or constructive possession of another person

**Petty theft/stealing 3 (\$25-\$50)** - the unlawful taking, carrying, lending, or riding away of property more than \$25, but less than \$50 in value from the possession, or constructive possession of another person

**Physical aggression (not involving law enforcement)** - the intentional physical aggression of one party against another person such as pushing, punching, or striking

**Plagiarism** - The unauthorized use of someone else's material, which is then presented as being the result of the plagiarist's own primary research, creative impulse or insight. Plagiarism technically encompasses the borrowing of ideas of others, as well as their exact words or allowing one's own personal work or homework to be copied

**Possession/use of tobacco products** - possession, use, sale, storage, or distribution of tobacco products on school district property

**Profane/obscene language** - abusive, profane, obscene, or vulgar language (verbal, written, or gestures) or conduct in the presence of another person

**Prohibited items** - An item prevented by law or by an order.

**Public display of affection** - engaging in overtly amorous contact or language not appropriate in a school setting

**Robbery** - the taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and /or by putting the victim in fear

[Synthetic Drug - substances that mimic marijuana, cocaine and other illegal drugs are making users across the nation seriously ill, causing seizures and death.](#)

**Sexual battery (attempted or actual forcible penetration)** - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object

**Sexual harassment** - any slur, innuendo, or other physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational work environment; has the purpose or effect of unreasonably interfering with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities; sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature

**Sexual misconduct** - engaging in a sex act or physical conduct of a sexual nature; the unlawful sexual intercourse, sexual contact or other unlawful behavior or conduct intended to result in sexual gratification without force or threat and where the victim is capable of giving consent

**Stealing more than \$50** - the unlawful taking, carrying, leading, or riding away of property more than \$50, in value from the possession or constructive possession of another person or entity (meaning school)

**Suspension** - Removal of students from their regular school program for a period not to exceed 10 school days. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy.

**Tardiness, Habitual** - consistently late to class or school

**Tear gas gun or chemical weapon or device** - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. [F.S. 790.001(3)(b)]

**Threat against school, school personnel's property, school transportation or school sponsored activity** - Threatening to throw, project, place, or discharge any destructive device with intent to do bodily harm.

**Threat, non-criminal** - a threat (less serious than assault) by word or act to do violence to another person or his/her property; e.g.: "You better watch your back", "I'm going to get you after school."

**Trespassing** - to enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion, employees not required by their employment to be at the particular location; and unauthorized persons who enter or remain on campus or school district facility or sponsored activity after being directed to leave

**Truancy/Unexplained Absence** - An absence from class or school that the reason or excuse is inadequate or does not meet the criteria for an excused absence

**Unauthorized possession or use of prescription medication** - to possess, use, sell, store, or distribute or be under the influence of any substance which requires a physician's prescription, or any over-the-counter medication without parent/guardian approval and school notification

**Unauthorized sale/distribution of materials (non-criminal)** - unauthorized selling or distributing of materials not generally considered illegal; e.g.: candy

**Unexcused absence** - An absence which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit.

**Unintentionally striking a staff member intervening in a fight** - unintentional striking or violently struggling with a staff member intervening in a fight or confrontation

**Unknown weapon possession** - type of instrument or object unknown at the time of the report

**Unserviced detention (extended)** - unexcused absence from a scheduled extended detention

**Unserviced detention (regular)** - unexcused absence from a scheduled regular detention

**Unserviced detention (Saturday)** - unexcused absence from a scheduled Saturday detention

**Use of intoxicants** - the inappropriate use of intoxicants, including but not limited to, glue, solvents, butane, and whipped cream, for the purpose of obtaining a mood-modifying experience

**Vandalism more than \$100 (includes time and labor)** - the willful and/or malicious destruction, damage, or defacement of public or private property, real or personal, without the consent of the owner or the person having custody or control of it. This includes graffiti.

**Weapon** - A weapon may be, but is not limited to, any firearm, imitation firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slung shot (a small mass of metal, stone, sand, or similar material fixed on a flexible handle, strap, or the like, used as a weapon.), billie [billie (also spelled billy) club, night stick, a stick of less than arm's length, usually made of wood, plastic, or metal], tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife [F.S. 790.001(13)] or any item used with intent to cause bodily harm to another individual.

**Weapon/knife possession** - the possession of any knife that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, and common pocket knives or any item used with intent to cause bodily harm to another individual.

FROM: Bill Montford  
Chief Executive Officer

SUBJECT: 2013-2014 FADSS Annual Dues

Florida is fortunate to have in its 67 school superintendents the very best in dedicated and well-prepared professionals. The challenges you face are sometimes overwhelming. Through your leadership and hard work, and that of your teams, Florida students continue to have unprecedented educational opportunities and perform exceptionally well.

We at FADSS are proud to be the support and training organization for you and your staff, as well as an effective and persistent voice on the issues that you consider to be most important and pertinent. Our organization is strong and productive because of your personal involvement in the Association and your commitment and assistance to each other. Our strength lies in our unity.

Attached is an invoice for FADSS dues for 2013-2014. This invoice reflects a return to the 2008-2009 dues level. As some of you may recall, the Board of Directors approved a 5% reduction in the dues amounts in 2009-2010 due to the financial crisis many districts were facing. Your Association maintained this reduced amount for 4 years. The Board of Directors approved at the March 2013 meeting to return to the 2008-2009 dues level.

Thank you for your continued support of your Association and for your collective voice for Florida's students.

If you have any questions, please contact our office at [850/577-5784](tel:8505775784).

c: Finance Officer

Attachment: Membership Dues Invoice