

AGENDA

REGULAR SCHOOL BOARD MEETING

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

July 27, 2021

Immediately Following Tentative Budget Hearing at 6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

ITEMS FOR CONSENT

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

- a. June 16, 2021, 6:00 p.m. – Special School Board Meeting
- b. June 22, 2021, 4:30 p.m. – School Board Workshop
- c. June 22, 2021, 6:00 p.m. - Regular School Board Meeting
- d. July 6, 2021, 6:00 p.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Personnel 2020 – 2021

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2021 – 2022

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Renewal of Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C. - **SEE PAGE #7**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. Purchase Order Request for Mark's Lawn Maintenance, Inc. – **SEE PAGE #20**

Fund Source: 1100E 8100 3500 0051 31000 00000 00000 (Gadsden County HS)
1100E 8100 3500 0052 31000 00000 00000 (West Gadsden MS)
1100E 8100 3500 0091 31000 00000 00000 (Havana Magnet)

Amount: \$20,800 for Gadsden County HS
\$20,800 for West Gadsden MS
\$3,900 for Havana Magnet

ACTION REQUESTED: The Superintendent recommends approval.

- b. Purchase Order Requests for Sonitrol of Tallahassee – **SEE PAGE #24**

Fund Source: General Fund
Amount: \$33,276.72 for school locations
\$14,888.32 for administrative locations
\$2,500.00 for trip charges and other items not covered

ACTION REQUESTED: The Superintendent recommends approval.

- c. RFP 2021- 005 Pre-Qualification of Construction Managers – **SEE PAGE #43**

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

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

- a. Gadsden Technical Institute Name Change – **SEE PAGE #76**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Approval of 2021 – 2022 Code of Student Conduct - **SEE PAGE #79**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

- a. Adoption / Approval of Policy Revisions - **SEE PAGE #154**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

12. SCHOOL BOARD REQUESTS AND CONCERNS

13. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY

6a & b



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www.gadsdenschools.org

Elijah Key, Jr.
Superintendent
keye@gcpsmail.com

“Putting Children First”

July 27, 2021

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

Dear School Board Members:

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

Item 6A Instructional and Non-Instructional Personnel 2020-2021
Item 6B Instructional and Non-Instructional Personnel 2021-2022

The following reflects the total number of full-time employees in this school district for the 2020-2021 school term, as of July 27, 2021.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees July 2021</u>
Classroom Teachers and Other Certified	120 & 130	294.00
Administrators	110	55.00
Non-Instructional	150, 160, & 170	361.00
		<u>710.00</u>

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

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

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

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

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

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

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021

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

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Chapman, Youri	HMS	Educational Paraprofessional	06/23/2021
Frierson, Annell	GBES	SFS Worker	06/21/2021
Monroe, Chenell	Transportation	Bus Driver	06/18/2021
Pruitt, Shonda	SSES	Teacher	06/24/2021
Robbins, Margaret	SSES	SFS Worker	06/21/2021
Robinson, Khalik	HMS	Teacher	06/22/2021
Ross, Takesha	Transportation	Bus Aide	04/20/2021
Rouse, Daphnee	HMS	Teacher	06/22/2021
Solz, Brooke*	District	Reading Specialist	06/25/2021
White, Kevin	GCHS	JROTC Instructor	06/22/2021
Wood, Bonnie	District	Director of Finance	06/30/2021
Young, Maria	GWM	Educational Paraprofessional	06/23/2021

*Resigned to accept another position within the District

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2021-2022

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Fitzgerald, Tamra	GCHS	Teacher	08/09/2021
Gray, Ursula	SSES	Teacher	08/09/2021
Kauffman, Megan	GBES	Teacher	08/09/2021

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Boddie, Desiree	Transportation	Bus Driver	08/16/2021
Green, Floria	GTI	Office Manager	07/14/2021
Jackson, Juliette	District	Director, Secondary Education	07/26/2021
Jones, Valarie	WGMS	Principal	07/26/2021
Robinson, Lisa	District	Director, Elementary Education	07/01/2021
Ryan, Lloyd	District	ESE Program Specialist	07/01/2021

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

LEAVE

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Smith, Peggy	GBES/Teacher	08/09/2021	06/09/2022

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bailey, Rhett	WGMS	Teacher	07/07/2021
Estrada, Jacquelin	District	Administrive Assistant	07/06/2021
Frederick, Cassandra	GWM	Teacher	07/16/2021
Green, Floria*	GCHS	Secretary	07/09/2021
Gurley, Anita	GWM	Teacher	07/13/2021
Mathews-Nelloms, Dionne	HMS	Reading Coach	07/09/2021
Ogunti, Sharon	Transportation	Bus Aide	07/30/2021
Sailor, Ronishia	SSES	Teacher	07/13/2021
Smith, Yolanda	SSES	Teacher	07/07/2021
Taylor, Kaleigh	GEMS	Teacher	07/01/2021
York, Eric	GCHS	Educational Paraprofessional	07/14/2021

*Resigned to accept another position within the District

TRANSFERS

<u>Name</u>	<u>Location/Position</u> <u>Transferring From</u>	<u>Location/Position</u> <u>Transferring To</u>	<u>Effective Date</u>
Copeland, Robert	JASMS/Teacher	GWM/Teacher	08/09/2021

INSTRUCTIONAL AND NON INSTRUCTIONAL 2021/2022

PS INSTRUCTIONAL

Knight, Anthony

Russ, Jr. Gary

Scales, Ricardo

Showers, Camelia

Part Time

Taylor, Jeanne

AC INSTRUCTIONAL

Aggelis, Steven

Thomas, Raneceia

White, Burnell

Atherton, Taylor

Walker, Keenan

Bailey, Renita

Williams, Montessia

Baker, Carlucia

Williams, Omeka

Carroll, Damarius

Copeland, Robert

NA NON INSTRUCTIONAL ANNUAL

Flood, Quashier

Curry, Andreka

Gant, Kayla

Palm, Efren

Hendley, Natasha

SOCIAL WORKER

Jones, Gamocha

Joseph, Deandrea

Floyd, Mary

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: Renewal of Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C.

DIVISION: Adult Career and Technical Education

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

PURPOSE AND SUMMARY OF ITEM:

This annual agreement allows CHP Champions to work with Gadsden County School District students and employees to provide before, during, and after-school fitness and exercise programs.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Dr. Sylvia R. Jackson



POSITION: Assistant Superintendent for Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

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

This Agreement is entered into this 27 day of July, 2021, by and between the School Board of Gadsden County, Florida; Capital Health Plan, Inc., a Florida Corporation, not for profit; World Class Schools of Leon County, Inc., a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce; and Titus Sports Academy, LLC. The School Board of Gadsden County, Florida, Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, LLC are collectively referred to as "the Parties." The term "Party" shall be the singular of "Parties."

Recitals

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

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

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

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

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

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

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

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

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

WHEREAS, the Parties desire to enter into a contractual relationship reflecting the Parties' respective responsibilities regarding the implementation and operation of the *CHP Champions* program in the District for the 2021-2022 school year which starts July 1, 2021 and ends June 30, 2022, which start and end dates for implementation of the program are to be agreed upon by Titus and WCS, after consultation with SBGC.

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

1. **Purpose**

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

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

2. **SBGC Rights and Responsibilities**

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

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

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

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

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

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

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

3. **CHP Responsibilities.**

3.1 CHP shall provide funds to WCS for the implementation of the *CHP Champions* program in accordance with the approved budget and including an administration fee of \$27,000 payable from CHP to WCS at the rate of \$2,250 per month. CHP will work in coordination with WCS and Titus in developing and maintaining an annual budget for the program. Any changes to the budget after approval must be

agreed upon in writing by CHP, Titus and WCS.

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

4. **WCS Responsibilities.**

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

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

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

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

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

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

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

5. **Titus Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Compensation.**

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

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

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

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

8. **Protection of Student Information.**

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

9. **Term of the Agreement.**

This Agreement shall commence on the date signed ("Effective Date") and shall end on June 30, 2022, unless earlier terminated pursuant to paragraph 10. This Agreement may be extended or renewed, upon written approval of the parties.

10. **Termination of Agreement.**

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

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

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

11. **Indemnification.**

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

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

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

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

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

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

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

12. **Other Terms and Conditions.**

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

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

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

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

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

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

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

**School Board of Gadsden County,
Florida**

**School Board of Gadsden County,
Florida**

By: _____

Elijah Key

Its: Superintendent

By: _____

Leroy McMillan

Its: School Board Chair

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

Titus Sports Academy, LLC

By: _____

Sue Dick

Its: President

By: _____

Adam Faurot

Its: President

Capital Health Plan

By: _____

John Hogan

Its: President

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: Purchase Order Request for Mark's Lawn Maintenance, Inc.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to issue a purchase order for the 2021-2022 fiscal year with Mark's Lawn Maintenance, Inc in the amount of \$45,500.00. Attached are three quotes that include the proposed services at four locations. The services detailed for West Gadsden MS are conducted at Greensboro Elementary on the football field and at West Gadsden Middle on the practice football, baseball and softball fields.

FUND SOURCE: 1100E 8100 3500 0051 31000 00000 00000 (Gadsden County HS)

1100E8100 3500 0052 31000 00000 00000 (West Gadsden MS)

1100E8100 3500 0091 31000 00000 00000 (Havana Magnet)

AMOUNT: \$20,800.00 for Gadsden County HS

\$20,800.00 for West Gadsden MS

\$3,900.00 for Havana Magnet

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: [Signature] page(s) numbered N/A

REVIEWED BY: [Signature] 7/15/25



Mark's Lawn Maintenance, Inc.

P. O. Box 180306

Tallahassee, FL 32318

Phone (850) 524-2771

E-mail: markslawninc@yahoo.com

TO: William Hunter

DATE: June 14, 2021

FOR: East Gadsden High School
27001 Blue Star Highway, Havana, FL 32333

Athletic Field Maintenance

\$20,800.00 annually
(to be billed at \$1,733.33 per month)

Fields Included in Above Cost:

Football
Football Practice
Softball
Baseball

Scope of Services:

- Athletic playing surfaces grass height shall be maintained between $\frac{3}{4}$ " to 1 $\frac{1}{4}$ ". A minimum of one mowing per week with additional mowings as required during growing season. Athletic fields are over-seeded during the winter; therefore, athletic playing surfaces must be mowed year-round to maintain between $\frac{3}{4}$ " to 1 $\frac{1}{4}$ " grass height. Cutting height may be lowered for extenuating circumstances such as: in winter, prior to over seeding to allow seed to have soil contact and in spring, to aid in elimination of ryegrass.
- Grassed area between track and fence is included in mowing area.
- All activities will be coordinated with maintenance department.
- Edge or weed eat along edge of track.
- Spray herbicides or weed eat along fence lines of above fields.
- Athletic field irrigation system will be tested to make sure it is working properly. This includes checking all zones for leaks, clogged nozzles, coverage, broken pipes/heads, etc. Mark's Lawn will coordinate with maintenance department when watering schedule is adjusted to make sure sprinklers do not run during a scheduled event.
- Mark's Lawn will keep maintenance department informed of any conditions that could adversely affect the athletic fields.
- Fields shall be aerated as needed.
- Above price includes over-seeding, top dressing and fertilizing fields as needed. Gadsden County School Board to provide seed, sand for top dressing and fertilizer.



Mark's Lawn Maintenance, Inc.

P. O. Box 180306

Tallahassee, FL 32318

Phone (850) 524-2771

E-mail: markslawninc@yahoo.com

TO: William Hunter

DATE: June 14, 2021

FOR: West Gadsden Middle School
200 Providence Road, Quincy, FL 32351

Athletic Field Maintenance

\$20,800.00 annually
(to be billed at \$1,733.33 per month)

Fields Included in Above Cost:

Football
Football Practice
Softball
Baseball

Scope of Services:

- Athletic playing surfaces grass height shall be maintained between $\frac{3}{4}$ " to $1\frac{1}{4}$ ". A minimum of one mowing per week with additional mowings as required during growing season. Athletic fields are over-seeded during the winter; therefore, athletic playing surfaces must be mowed year-round to maintain between $\frac{3}{4}$ " to $1\frac{1}{4}$ " grass height. Cutting height may be lowered for extenuating circumstances such as: in winter, prior to over seeding to allow seed to have soil contact and in spring, to aid in elimination of ryegrass.
- Grassed area between track and fence is included in mowing area.
- All activities will be coordinated with maintenance department.
- Edge or weed eat along edge of track.
- Spray herbicides or weed eat along fence lines of above fields.
- Athletic field irrigation system will be tested to make sure it is working properly. This includes checking all zones for leaks, clogged nozzles, coverage, broken pipes/heads, etc. Mark's Lawn will coordinate with maintenance department when watering schedule is adjusted to make sure sprinklers do not run during a scheduled event.
- Mark's Lawn will keep maintenance department informed of any conditions that could adversely affect the athletic fields.
- Fields shall be aerated as needed.
- Above price includes over-seeding, top dressing and fertilizing fields as needed. Gadsden County School Board to provide seed, sand for top dressing and fertilizer.



Mark's Lawn Maintenance, Inc.

P. O. Box 180306

Tallahassee, FL 32318

Cell: (850) 524-2771

E-mail: markslawninc@yahoo.com

PROPOSAL

TO: William Hunter

DATE: June 14, 2021

RE: Havana Magnet School
1210 Kemp Road
Havana, FL

ATHLETIC FIELD MAINTENANCE:

\$3,900.00 per year
(to be billed at \$325.00 per month.)

Football field only: Mow entire area inside track with athletic field mower. A minimum of one mowing per week with additional mowing as needed during growing season.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: Purchase Order Requests for Sonitrol of Tallahassee

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the agreement and issue three purchase orders for the 2021-2022 fiscal year with Sonitrol of Tallahassee. The purchase order requests are as follows:

1. \$33,276.72 - monitoring and maintenance of security systems at school locations. This also includes monitoring of the fire system at Shanks Middle.
2. \$14,888.32 – monitoring and maintenance of security systems at administrative locations. This includes monitoring of the fire system at Transportation and access and temperature monitoring at the Warehouse.
3. \$2,500.00 - trip charges associated with a service ticket and any labor or parts not covered under the original agreement or any applicable addendums.

FUND SOURCE: General Fund

AMOUNT: \$33,276.72 for school locations
\$14,888.32 for administrative locations
\$2,500.00 for trip charges and other items not covered

PREPARED BY: William Hunter 

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: shj 7/9/21

Sonitrol Accounts and Services - School Locations FY 21-22

Site Name	Buildings Served	Service Level	System Type	2020-2021 monthly rate	2020-2021 Quarterly Payment	2020-2021 Annual	2021-2022 monthly rate	2021-2022 Quarterly Payment	2021-2022 Annual
Carter Parramore Academy	Bldg 1 (Office, Media Center and Classrooms)	Monitoring & Maintenance*	Security System	\$135.67	\$407.00	\$1,628.02	\$135.67	\$407.01	\$1,628.04
Carter Parramore Academy	Bldg 3 (Cafeteria)	Monitoring & Maintenance*	Security System	\$135.67	\$407.00	\$1,628.02	\$135.67	\$407.01	\$1,628.04
Carter Parramore Academy	Bldg 4 (Gym)	Monitoring & Maintenance*	Security System	\$135.68	\$407.04	\$1,628.15	\$135.68	\$407.04	\$1,628.16
Carter Parramore Academy	Bldg 5 (Bold Step Infant Care)	Monitoring & Maintenance*	Security System	\$135.67	\$407.00	\$1,628.02	\$135.67	\$407.01	\$1,628.04
Havana Magnet	Bldg 1 (Office), Bldg 2 (Media Center), Bldg 6 (Classrooms), Bldg 7 (Classrooms) and Bldg 8 (Classrooms) and Bldg 9 (Classrooms)	Monitoring & Maintenance*	Security System	\$157.53	\$472.59	\$1,890.34	\$157.53	\$472.59	\$1,890.36
Havana Magnet	Bldg 10 (Music/Band Room), Bldg 11 (Gym) and Bldg 12 (Cafeteria)	Monitoring & Maintenance*	Security System	\$157.53	\$472.59	\$1,890.34	\$157.53	\$472.59	\$1,890.36
Greensboro Elementary	Bldg 1 (Office), Bldg 2 (Classrooms), Bldg 5 (Media Center and Classrooms)	Monitoring & Maintenance*	Security System	\$60.05	\$180.14	\$720.55	\$60.05	\$180.15	\$720.60
Greensboro Elementary	Bldg 3 (Cafeteria)	Monitoring & Maintenance*	Security System	\$60.05	\$180.14	\$720.55	\$60.05	\$180.15	\$720.60
Greensboro Elementary	Bldg 4 (Clinic)	Monitoring & Maintenance*	Security System	\$60.06	\$180.17	\$720.68	\$60.06	\$180.18	\$720.72
Greensboro Elementary	Bldg 6 (Gym)	Monitoring & Maintenance*	Security System	\$60.06	\$180.17	\$720.68	\$60.06	\$180.18	\$720.72
Gadsden Elementary Magnet	Bldg 7 (Office and Classrooms) and Bldg 8 (Classrooms)	Monitoring & Maintenance*	Security System	\$106.64	\$319.92	\$1,279.68	\$106.64	\$319.92	\$1,279.68
Stewart Street Elementary	Bldg 1 (Office and Media Center), Bldg 2 (Cafeteria), Bldg 3 (Classrooms), Bldg 4 (Classrooms), Bldg 5 (Classrooms), Bldg 7 (Classrooms) and all portables	Monitoring & Maintenance*	Security System	\$155.49	\$466.47	\$1,865.88	\$155.49	\$466.47	\$1,865.88
Gadsden County HS	Bldg 1 (Office), Bldg 2 (Media Center), Bldg 3 (Classrooms), Bldg 4 (Classrooms), Bldg 5 (Cafeteria), Bldg 6 (Gym), Bldg 7 (ROTC), Bldg 8 (Vo-tech), Bldg 9 (Band)	Monitoring & Maintenance*	Security System	\$516.83	\$1,550.49	\$6,201.96	\$516.83	\$1,550.49	\$6,201.96
Shanks Middle	Bldg 1 (Office and Media Center), Bldg 2 (Classrooms), Bldg 3 (Classrooms), Bldg 5 (Cafeteria and Classrooms), Bldg 6 (Gym), Bldg 7 (Band Room), Bldg 15 (Classrooms), Bldg 16 (Classrooms)	Monitoring & Maintenance*	Security System	\$402.83	\$1,208.50	\$4,834.01	\$402.83	\$1,208.49	\$4,833.96
Shanks Middle			Fire Alarm System				\$30.00	\$90.00	\$360.00
West Gadsden MS	Bldg 1 (Office), Bldg 2 (Media Center), Bldg 3 (Classrooms), Bldg 4 (Classrooms), Bldg 5 (Gym), Bldg 6 (Band and ROTC), Bldg 7 (Cafeteria), Bldg 8 (Classrooms), Bldg 9 (Classrooms)	Monitoring & Maintenance*	Security System	\$463.30	\$1,389.90	\$5,559.62	\$463.30	\$1,389.90	\$5,559.60
Total					\$6,229.12	\$32,916.50		\$8,319.18	\$33,276.72

*prices do not include \$59.00 per trip charge for each service ticket

March 22, 2021

GCSB-Carter- Parramore Academy
Attn. Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M150570**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$1628.07 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$6512.28**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M150570 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting, or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB-Havana Middle School
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175469**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$945.18 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$3780.72**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M175469 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB/Greensboro Elementary
Attn. Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175725**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$720.66 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$2882.64**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M175725 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB-Quincy Educational Academy
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M600602**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$319.92 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$1279.68**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M600602 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB/Stewart St. Elementary
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M600155**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$466.47 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$1865.88**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M600155 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB/East Gadsden High
Attn: Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M601147**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$1550.49 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$6201.96**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M601147 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

May 4, 2021

GCSB-Shanks Middle School
Attn. Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M601482**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$1298.49 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$5193.96**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M601482 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB-W Gadsden High
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M602184**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$1389.90 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$5559.60**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M602184 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting, or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

**Sonitrol Accounts and Services - Administrative Locations
FY 21-22**

Site Name	Buildings Served	Service Level	System Type	2020-2021 monthly rate	2020-2021 Quarterly Payment	2020-2021 Annual	2021-2022 monthly rate	2021-2022 Quarterly Payment	2021-2022 Annual
Facilities	Bldg 4	Monitoring & Maintenance*	Security System	\$207.70	\$623.11	\$2,492.46	\$207.70	\$623.10	\$2,492.40
Family Information Resource Center	Portable #99-38	Monitoring & Maintenance*	Security System	\$55.24	\$165.71	\$662.83	\$55.24	\$165.72	\$662.88
Assessment	Bldg 5	Monitoring & Maintenance*	Security System	\$106.27	\$318.80	\$1,275.22	\$106.27	\$318.81	\$1,275.24
Max Walker Administration	Bldg 1	Monitoring & Maintenance*	Security and Access System	\$290.04	\$870.12	\$3,480.48	\$290.04	\$870.12	\$3,480.48
Food Service Warehouse	Bldg 3	Monitoring & Maintenance*	Security System, Access System and Temperature Monitoring	\$161.79	\$485.36	\$1,941.43	\$161.79	\$485.37	\$1,941.48
Transportation	Bldg	Monitoring & Maintenance*	Security System and Fire Alarm Monitoring	\$265.20	\$795.60	\$3,182.40	\$265.21	\$795.63	\$3,182.52
HeadStart PreK	Bldg 5 at 500 West King Street	Monitoring & Maintenance*	Security System	\$96.11	\$288.32	\$1,153.28	\$96.11	\$288.33	\$1,153.32
Total					\$3,547.02	\$14,188.10		\$3,547.08	\$14,188.32

*prices do not include \$59.00 per trip charge for each service ticket

March 22, 2021

GCSB-Maintenance & Transportation Dept
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M150092**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$623.10 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$2492.40** This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M150092 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB-Family Info Resource Center
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M602040**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$165.72 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$662.88**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M602040 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.

March 22, 2021

GCSB - Gadsden Co School Board
Attn Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M176575**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$318.81 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$1275.24**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M176575 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

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March 22, 2021

GCSB-Admin Offices
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175514**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$870.12 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$3480.48**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M175514 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

We appreciate and value your business. Your safety and protection are our highest priority and we look forward to continuing to serve you.

Sincerely,

Sonitrol Accounting Department

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March 22, 2021

GCSB-Food Service Whse
Attn. Maintenance
35 Milk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M602225**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$485.37 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$1941.48**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M602225 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

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Sincerely,

Sonitrol Accounting Department

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March 22, 2021

GCSB-Transportation
Attn. Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175060**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$795.63 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$3182.52**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M175060 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting, or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

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Sincerely,

Sonitrol Accounting Department

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March 22, 2021

GCSB-Head Start Center
Attn:Maintenance
35 Mlk Jr Blvd.
Quincy FL 32351

Re: Sonitrol Account Number: **R1M600108**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2021. In anticipation of this event, we are writing to inform you of changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The established rate for this account is **\$288.33 Quarterly** for the period of 7/01/21-6/30/22. The **annual** amount totals **\$1153.32**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

Your account number R1M600108 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. or emailed to sonitrolaccounting@sonitrolfl.com.

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards. If you require assistance, please contact the accounting department at 850-205-5000 Option 6 or email sonitrolaccounting@sonitrolfl.com.

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Sincerely,

Sonitrol Accounting Department

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: RFP 2021-005 Pre-Qualification of Construction Managers
for Capital Improvements Projects

DIVISION: Finance Department

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

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested for
pre-qualifying construction managers for capital improvements projects in accordance with
the attached RFP 2021-005 and Addendum #1. The qualifications of the eleven Construction
Managers on the attached list were reviewed and approved. Approval of this list of construction
managers allows the eleven firms to bid on District capital outlay projects regardless of the size
of the project for capital improvements.

FUND SOURCE: Capital Projects and Federal Projects Funds

AMOUNT: Budgeted by Project within Available Revenues

PREPARED BY: Bill Hunter 

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:  7/9/21

Review Tabulation sheet for RFQ 2021-0005 CM Continuing Services

CM's Name	Initials	Cover page	Tab 1	Tab 2	Tab 3	Tab 4	Tab 5	Tab 6	Tab 7	Tab 8	Tab 9	Tab 10	Tab 11	Tab 12	Tab 13	Tab 14	Tab 15	Totals
Possible Points		1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Ajax	WBH	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		300
Albritton Williams	WBH	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	0	85
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		285
Allstate Construction	WBH	1	5	23	25	2	5	5	5	5	1	1	1	1	1	2	15	98
	AL	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95
	MB	1	4	25	25	2	5	5	5	0	1	1	1	1	1	2	15	94
Grand Total																		287
Cook Brothers	WBH	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		300
Childers	WBH	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		300
Construct Two	WBH	1	5	25	20	2	5	5	5	5	1	1	1	1	1	2	15	95
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		295

Review Tabulation sheet for RFQ 1617-11 CM Continuing Services

CM's Name	Initials	Cover page	Tab 1	Tab 2	Tab 3	Tab 4	Tab 5	Tab 6	Tab 7	Tab 8	Tab 9	Tab 10	Tab 11	Tab 12	Tab 13	Tab 14	Tab 15	Totals
Concrete Services Inc	WBH	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		300
Riley Palmer	WBH	1	5	10	25	2	5	5	5	5	1	1	1	1	1	2	15	85
	AL	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95
	MB	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95
Grand Total																		275
Shaffield	WBH	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		300
Southland Contractors	WBH	1	5	23	25	2	5	5	5	5	1	1	1	1	1	2	15	98
	AL	1	4	25	25	2	5	5	5	5	1	1	1	1	1	2	15	99
	MB	1	4	25	25	2	5	5	5	5	1	1	1	1	1	2	15	99
Grand Total																		296
Tip Top Construction	WBH	1	5	25	23	2	5	5	5	5	1	1	1	1	1	2	15	98
	AL	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
	MB	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100
Grand Total																		298

Request for Qualifications (RFQ)

Gadsden County School District's

***Pre-Qualification of Construction
Managers***



"Putting Children First"

District Wide, Gadsden County Florida

Date Issued: 6/8/2021

Date Due: 7/8/2021

RFP Number: 2021-005

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

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

ADVERTISEMENT

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

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

Proposers must possess the following minimum qualifications to be considered:

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

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

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

Proposals shall be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **7/8/2021**. Proposal will be opened on **7/8/2021** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

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

Please direct all questions by e-mail to: Andrea Lawson, E-mail: lawsona@gcpsmail.com

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

SCHEDULE OF EVENTS

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

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

Schedule of Events

Description	Date	Time
Public posting	<u>6/8/2021</u>	<u>8:00 am</u>
Last day for written inquiries	<u>6/18/2021</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>6/23/2021</u>	<u>5:00 pm</u>
Proposal due date	<u>7/8/2021</u>	<u>1:45 pm</u>
Proposal opening	<u>7/8/2021</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>7/8/2021</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>7/27/2021</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS

PART 1 – GENERAL CONDITIONS

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

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

- 1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.
- A. **Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05*.
1. The Gadsden County School Board policy requires a Bid Bond of 10% on all projects \$25,000 and up.
 2. For Work \$100,000 or less, no payment and performance bond shall be required unless specified otherwise.
 3. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
 4. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
 5. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
 6. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- B. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.

1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
 - a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
 2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a. The Owner shall be exempt from and in no way liable for any sums of money which may ~~represent~~ a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
 3. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
 - a. The Gadsden County School Board shall be named as additional insured on policy.
 - b. For project less than \$100K, Property Insurance may be waived at the Owner's discretion.
 - c. Any special insurance requirements will be addressed in the Special Conditions.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*

- A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
- 1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.
- A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.
- 1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.
- Where:** School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351
- When:** Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment
- Contact:** Human Resources Department @ 850-627-9651
- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.

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

- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** This proposal must contain an original manual signature of an authorized representative. Failure to properly sign the document may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFQ.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete document and two (2) complete copies. In addition to the hard copies, they shall submit one (1) electronic copy on a USB flash drive in PDF format.
- A. The Original shall be signed, as specified above, with all supporting documentation as defined in part 2 of this document.
- B. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this request.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.

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

A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gadssdenschools.org/?DivisionID=21299>

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

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

PART 2 – RFQ REQUIRED FORMATTING

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

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

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

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

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

1. Each project description shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

using the label provided herein. The number of proposal copies is specified in section 1.27.

PART 3 – GENERAL REQUIREMENTS

3.1 **Summary:** This section is general information for consideration. Pre-qualification will be for one year and advertised annually.

A. Unless specified differently, each project specific agreement will be a GMP contract utilizing AIA Document A102-2007, Standard form of agreement between owner and contractor where the basis of payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price.

B. The GMP shall include 1) the Cost of work, 2) Overhead and Profit (O&P) and 3) General Conditions (labor burden).

3.2 **Overhead:** Overhead is the administrative duties that are not specifically listed in the construction documents but must take place in order to fulfill the terms of the contract. They're usually off-site personnel that would include the project manager, estimator, principals, project engineers, bookkeeping, and administrative personnel.

3.3 **Profit:** Profit is the allowable percentage over the cost of work negotiated prior to execution of the contract.

3.4 **Overhead & Profit:** The percentage for overhead and profit shall be calculated as one number. This shall be written and recorded with the contract.

A. Unless contested, the CM's overhead and profit shall be a fixed fee. The CM, in writing, may request the Owner to review justification to award O&P fees above the standard fixed fee.

1. **Fixed fee scale:** 14% is the maximum O&P percentage GCS will pay.

a.	Work less than \$100,000.00	14%
b.	\$100,000.00 to \$249,000.00	13%
c.	\$250,000.00 to \$499,000.00	12%
d.	\$500,000.00 to \$749,000.00	11%
e.	\$750,000.00 to \$999,000.00	10%
f.	\$1,000,000.00 and over	To be negotiated committee

2. **Negotiated O&P:** In addition to cost, overhead and profit may be adjusted based on complexity of the work and duration of schedule. It is the burden of the CM to provide enough detailed information to justify an increased O&P rate.

2.1 **General Conditions:** General Conditions are the on-site expenses that are reimbursable such as supervision, permit fees, site safety expenses, miscellaneous cleanup, and security and on larger projects, site office and storage trailers. Only onsite personnel and equipment will be considered in General Conditions.

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

PART 4 – EVALUATION PROCESS

- 4.1 **Selection:** The School Board intends to confirm qualifications of Construction Manager to prequalify them to bid on future capital projects.
- 4.2 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

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

FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

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

PRE-BID QUESTIONS and ANSWERS

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

Preparer's Name _____

Date _____

Authorizing Agent _____

Date _____

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

FORM 00450

DRUG-FREE WORK PLACE

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

If **yes** please complete the form.

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

_____ does:
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

FORM 00451

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

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

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

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

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

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

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

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

Signature

Date

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

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

Notary Public

FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

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

Type of Business (check applicable area):

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

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

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

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

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

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

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

FORM 00453**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

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

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

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

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Printed Names and Title

Signature

Date

FORM 00454

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

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

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

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

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

EXCEPTIONS to items above (List): _____

Signature: _____ Printed Name _____ Firm Name: _____ Date: _____

STATE OF _____ COUNTY OF _____

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

Notary Public – State of _____ Type or print name: _____

(Seal)

Commission No.: _____ Commission Expires: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

FORM 00455

PROPOSER REGISTRATION

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

Date: _____

ITB, RFP, RFQ Number: _____

Vendor ID Number: _____

Project Name: _____

Company Name: _____

Federal ID Number: _____

City, State and Zip Code: _____

Primary Contact's Name _____

Office No.: (____) _____

Cell No.: (____) _____

Fax No.: (____) _____

E-mail Address: _____

Qualifying Agents Name : _____

Qualifying Agents Title: _____

Signature

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

FORM 00457

IDENTIFICATION LABEL

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

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

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

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

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

FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. 1

Date: July 1, 2021

RFQ No. 2021-0005

Project Name: CM Pre-qualification

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal.

PRE-BID QUESTIONS and ANSWERS

Table with 2 columns: Question Number and Question/Answer. Contains 8 rows of Q/A pairs.

Preparer's Name
[Signature]
Authorizing Agent

Date
7/2/2021
Date

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: Gadsden Technical Institute Name Change

DIVISION: Adult Career and Technical Education

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

PURPOSE AND SUMMARY OF ITEM:

This is a request to change the name of Gadsden Technical Institute to Gadsden Technical College. This change is consistent with best practices for Career and Technical Education in the State of Florida and will assist in marketing the school to increase enrollment.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Thomas Saxton TES

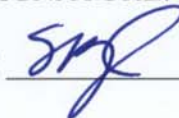
POSITION: Director, Adult Career Technical Education

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:  7/9/21

The School Board of Gadsden County



"Opportunity at Your Fingertips"

Mrs. Evonski Bulger
School Administrator

ELIJAH KEY
SUPERINTENDENT OF SCHOOLS

GADSDEN TECHNICAL
INSTITUTE

Dr. Sylvia R. Jackson, Director
Career Technical and Adult Education



"Opportunity at Your Fingertips"

Mrs. Angela G. Sapp
CTE Coordinator

201 Martin Luther King Jr. Blvd.
Quincy, FL 32351
Telephone: (850)875-8324 FAX: (850)875-7297
<http://www.gadsdentech.org>

April 13, 2021

Mr. Elijah Key, Jr., Superintendent
Gadsden County District Schools
35 Martin L. King, Jr. Blvd.
Quincy, Florida 32351

Dear Superintendent Key,

Gadsden Technical Institute (GTI) has been an integral part of the Gadsden County Community for almost 50 years. Recent changes in the nature and focus of Career and Technical Education warrant a rebranding of Gadsden Technical Institute in a way that makes it more marketable to Gadsden County and surrounding communities' residents. As a part of the school's rebranding process, the Gadsden Technical Institutional Advisory Committee is requesting to change the name of the school to Gadsden Technical College. We believe this change will clarify the school's mission with the public; thus, enhancing its overall perception in the community and its ability to recruit recent high school graduates. The name change is also supported by state-wide feedback from technical college directors indicating targeted students prefer to attend a college as opposed to a center.

Schools throughout the state who changed their names reported an initial increase in enrollment in CTE programs with a solid increase every year thereafter. Florida has 48 Career and Technical Education schools that are accredited by the Council of Occupational Education. Of these 48 schools, only 4 have remained technical centers rather than technical college. Gadsden Technical is one of the four remaining Technical Centers that has not changed its name to College.

As confirmation of Gadsden Technical Institution's advisory committee support, I am enclosing a roster of the Institutional Advisory Committee Members who were in attendance at the March 10, 2021 meeting and voted unanimously for the name change. Gadsden Technical Institute is striving to become the institution that Gadsden County's 46,000 residents explore first when seeking Career and Technical Education training. The Gadsden Technical Institutional Advisory Committee fully supports the efforts of the school to relaunch Gadsden Technical Institute to the public as a College rather than a Center.

Sincerely,

Maciel D. Green

Maciel Green, Chairperson
Gadsden Technical Institution Institutional Advisory Committee

Mission Statement: The mission of Gadsden Technical Institute is to recognize the worth and potential of each student. We are committed to providing opportunities for basic and advanced instruction in a conducive learning environment. The Center encourages academic and technical curiosity, innovation and creativity by integrating applied academic skills in all occupational areas. We strive to instill the attitudes and skills necessary to produce motivated, self-sufficient individuals who are able to function effectively in our ever-changing, complex society.

CATHY S. JOHNSON
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

LEROY MCMILLAN
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

KAREMA D. DUDLEY
DISTRICT NO. 5
QUINCY, FL 32353

**Gadsden Technical Institute 2020-2021
Institutional Advisory Committee**

Name	Business	Position	Address	City	State	Zip	Telephone	Email
Anderson, Joy	Gadsden Cty. Health Start Coalition	Executive Director	P. O. Box 1323	Quincy	FL	32353	850-662-1061	joy.anderson@gadsdencountyhsc.org
Cicchetti, Beth	Gadsden Cty Development Council	Executive Director	221 Madison St.	Quincy	FL	32351	850-627-0452	bethkirkland@gadsdenfldev.com
Garcia, Fabiola	Tallahassee Community College	Gadsden Center Director	223 Pat Thomas Pky.	Quincy	FL	32351	850-201-6062	fabiolaj@tcc.fl.edu
Green, Maciel	Talquin Electric, Coop. Inc.	Media & External Affairs, Dir.	P. O. Box 1679	Quincy	FL	32353	850-627-7651	maicel.green@talquinelectric.com
McCall, Carmita	Gadsden Cty. Health Start Coalition	Program Development, Dir.	P. O. Box 1323	Quincy	FL	32353	850-662-1061	carmita.mccall@gadsdencountyhsc.org
Williams, Lisa	Florida Dept. of Education	Program Specialist IV	325 W. Gaines St.	Tallahassee	FL	32399	850-245-7884	lisa.williams@fldoe.org
Flowers-Thomas, Tatia	Gadsden Technical Institute	Career Counselor	210 MLK, Jr. Blvd.	Quincy	FL	32351	850-875-8324	flowerst@gcpsmail.com
Jackson, Dr. Sylvia	Gadsden Technical Institute	Director, ACTE	210 MLK, Jr. Blvd.	Quincy	FL	32351	850-875-8324	jacksons@gcpsmail.com
Sapp, Angela	Gadsden Technical Institute	Coordinator, CTE	210 MLK, Jr. Blvd.	Quincy	FL	32351	850-875-8324	sappa@gcpsmail.com

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: Approval of 2021-2022 Code of Student Conduct

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested for the revision of the 2021-2022 Code of Student Conduct as required by School Board Policy 2.25.

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

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Matthew Bryant 

POSITION: Safety and Security Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:  7/7/21

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

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

Human Resources Management and Development (HRMD) Plan

Position Descriptions

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
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

STATUTORY AUTHORITY:

1001.41, 1001.42, F. S.

LAWS IMPLEMENTED:

1001.41, 1001.43, F.S.

HISTORY:

**ADOPTED:
REVISION DATE(S):
FORMERLY: 8.220; 8.301; 8.302**

Gadsden County Public Schools

2021-2022

STUDENT CODE OF CONDUCT



"Putting Children First"

Elijah Key

SUPERINTENDENT OF SCHOOLS
35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gadsdenschools.org

Board Approved
00/00/0000

CATHY S. JOHNSON
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

LEROY McMILLAN.
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CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

KAREMA D. DUDLEY
DISTRICT NO. 5
QUINCY, FL 32353

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

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THE SCHOOL BOARD OF GADSDEN COUNTY



"Putting Children First"

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

Elijah Key
Superintendent
keye@gcpsmail.com

SUPERINTENDENT'S MESSAGE

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

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

This document will explain the rules of the Gadsden County School District, student rights and student responsibilities, disciplinary actions, and the disposition of school records. While this document does not contain all the 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.leg.state.fl.us/statutes/>

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

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

Respectfully yours,

Elijah Key

Superintendent of Schools

EK:jb

CATHY S. JOHNSON
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

LEROY McMILLAN
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

KAREMA D. DUDLEY
DISTRICT NO. 5
QUINCY, FL 32353

JURISDICTION OF THE SCHOOL BOARD

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

DISCRIMINATION STATEMENT

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

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

PLEDGE OF ALLEGIANCE

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

STUDENTS' RIGHTS AND RESPONSIBILITIES

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

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

I. ATTENDANCE (brick and mortar or remote learning)

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

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

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

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

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

DISTRICT ATTENDANCE GOAL 2021-2022 SCHOOL TERM

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

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

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

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

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

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

School-Based Intervention Procedures for Truant Students

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

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

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

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

Excused Absence

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

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

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

- I. Religious holiday (See Board Policy 3.18 and 5.40 ~~5225~~).
- J. Death in the immediate family.

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

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

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

The Superintendent shall develop administrative procedures that:

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

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

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

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

F.S. [F.S. 1002.20](#), [1003.21](#), [1003.24](#), [1003.26](#), [1003.27](#), [1006.09](#)

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II. RESPECT FOR PERSONS AND PROPERTY

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

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

III. RIGHT TO LEARN

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

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

IV. RIGHT OF ASSEMBLY

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

Unauthorized or disorderly meetings will be terminated immediately by the principal/designee, and violators may be subject to further administrative disciplinary action.

V. RIGHT OF PRIVACY

Rights:

1. Only authorized persons may have access to student records as governed by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g. Regulations: 34 CFR Part 99.)
2. Students and their storage area, under the jurisdiction of the School Board, may be searched in cases of reasonable suspicion. Strip searching is prohibited. The use of metal detectors or specially trained animals is permissible.

Responsibilities:

1. Students, parents/guardians should give the school any information needed to work with the student.
2. Students should not bring prohibited items to school.

Rule:

Students will respect the privacy of others.

Disciplinary Action:

Prohibited items will be confiscated by school personnel and the students will be subject to disciplinary actions allowed by School Board policy.

VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES

Rights:

All students will be a part of classroom instruction and other school activities for which they are qualified, without regards to their race, sex, religion, national origin, age, marital status, disability, or perceived disability.

Responsibilities:

Students should do their best in school or while participating in school activities. They should also be aware of the rights and responsibilities of others so as to make the school the best place of learning possible.

Rule:

Students who participate in or attend school activities will do so in a manner which promotes the objectives of the school and/or the activity.

Disciplinary Action:

Students who violate the above stated rule may be subject to disciplinary actions allowed by School Board policy.

VII. DRESS AND GROOMING

Disciplinary action resulting from a student's clothing or accessories must be determined pursuant to the school district's dress code unless the wearing of such clothing or accessories causes a substantial disruption of student learning, in which case the infraction may be addressed in a manner consistent with district school board policies for similar infractions. **Moved from section on weapons**

Rights:

Students have a right to dress comfortably.

Responsibilities:

Students have a responsibility to wear clothes that are not dangerous to their health or safety and to dress in a manner that is not disrupting to the educational process. Clothes worn should not advertise drugs, gangs, alcohol, tobacco, inappropriate language and/or sexual behavior.

Rule:

Student will dress and groom in such a way as to express personal preferences within the guidelines of the school dress code. Students are prohibited from wearing bandannas, dropped pants, low riding jeans, and shorts revealing the buttocks or underwear, short tops revealing the belly button, and inappropriate short dresses, shorts, or skirts. Middle and high school students are required to have shirts tucked in and pants are to be worn with a belt.

Elementary and Middle School Requirements:

Appropriate dress is the primary responsibility of the student and his/her parent or guardian. In order to promote safety, personal hygiene, academic well-being and moral and character development, students shall be expected to comply with reasonable requirements relating to dress, grooming and personal appearance as follows:

- 1) All students in elementary or middle school shall wear a school uniform while in attendance during the regular school day and on school sponsored field trips.
- 2) Colors shall be that of the official school colors and other colors as recommended by the School Advisory Committee and approved by the principal of the school.
- 3) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
- 4) Uniform style bottoms will be dark blue, black, tan (khaki). No sweat pants, overalls, or jeans will be allowed.
- 5) The legs of pants shall not extend below the heels of shoes.
- 6) Uniform knee-length shorts/skirts will be acceptable.
- 7) Sneakers and leather shoes are both acceptable, but must be black, or white with matching shoelaces.
- 8) Socks must be black, white, or other color as approved by the principal.
- 9) Boys and girls must wear belts if pants/shorts have belt loops. No sagging of pants will be allowed.
- 10) Outer garments for cold weather are permissible.

A student who transfers from one school to another in the county will be required to wear the "generic school uniform", and will have 15 days to acquire the new school's uniform.

The "generic uniform" shall consist of the following:

- A. Khaki or black pants, shorts, or skirt
- B. White collared shirt
- C. Dark or white leather shoes or sneakers with black, dark brown, or white socks

At the beginning of the school year, students will be required to conform to the uniform dress code within but no later than the first ten (10) school days. Likewise, students transferring into the district will have the first fifteen (15) days of school enrollment in order to conform to the uniform dress code.

Elementary/Middle School Disciplinary Action:

Any student enrolled in an elementary or middle school who reports to school improperly attired shall be disciplined as follows:

- A. First and second offense consequences are:
 - a. Notification of parent or guardian and require student to change into appropriate attire
- B. Third offense consequences are:
 - a. Notification of parent or guardian and require student to change in to appropriate attire and
 - b. One day of in-school suspension (if available) or three (3) days of after school detention.
- C. The fourth and subsequent offenses are considered to be willful disobedience that will result in further disciplinary action that may include additional days of in-school suspension, after school detention, or work detail.
- D. Any absence resulting from a violation of the uniform dress code will be excused.

High School Disciplinary Action:

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted.

Clothing and/or other personal adornment that is so unusual or non-traditional that it attracts undue attention and distracts from the academic climate of the classroom cannot be allowed.

APPROPRIATE ATTIRE

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student's middle finger when placed against the student's attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- Young men must wear belts or suspenders with their pants. Elastic waist band/draw strings are acceptable.
- Hats and hoods may be worn outside of the building only.
- Shirts and blouses that are designed to be worn inside will be tucked into the pants/skirts.
- Undergarment shirts need to be white or grey.

INAPPROPRIATE ATTIRE

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants / saggy pants (F.S. 1006.07(2)(d) and F.S. 1006.15(4))
- No hoodies allowed on campus.

* These dress code guidelines are subject to the interpretation of the administration, faculty, and staff. Any other type of clothing or garment that is distracting, immodest, or interferes with learning will not be allowed.

ALL STUDENTS (ELEMENTARY, MIDDLE AND HIGH) FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:

- For first offenders, the school is required to give the student a verbal warning, and the principal must call the student's parent or guardian;
- For second offenders, the student is ineligible to participate in extracurricular activities for up to 5 days, and the principal must meet with the parent or guardian;
- For the third or subsequent offenders, the extracurricular activity exclusion is extended to up to 30 days; the school must place the student in in-school suspension for up to 3 days; and the principal must both call and send written notice to a parent or guardian.

VIII. WIRELESS COMMUNICATION DEVICES

The School Board is aware that wireless communication devices (WCDs) are used by students and parents to communicate with each other. However, the use of wireless communication devices (WCDs) on school grounds must be appropriately regulated to protect students, staff, and the learning environment. This policy sets forth the District's policy with respect to WCDs.

Students may possess wireless communication devices (WCDs) in school, on school property, during after school activities (e.g. extra-curricular activities) and at school-related functions, provided that during school hours and on school vehicles the WCDs are powered completely off (i.e., not just placed into vibrate or silent mode) and concealed and secured in lockers or vehicles and stored out of sight.

A "wireless communication device" is a device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor. The following devices are examples of WCDs: cellular and wireless telephones, pagers/beepers, personal digital assistants (PDAs), BlackBerries/Smartphones, WiFi-enabled or broadband access devices, two-way radios or video broadcasting devices, laptops, and other devices that allow a person to record and/or transmit, on either a real time or delayed basis, sound, video or still images, text, or other information. Students may not use WCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school.

Also, during after school activities when directed by the administrator or sponsor, WCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight.

The requirement that WCDs must be powered completely off will not apply in the following circumstances when the student obtains prior approval from the building principal:

- A. The student is a member of a volunteer fire company/department, ambulance or rescue squad.
- B. The student has a special health circumstance (e.g. an ill family member, or his/her own special health condition).

The student is using the WCD for an educational or instructional purpose (e.g. taking notes, recording a class lecture, writing papers) with the teacher's permission and supervision. However, the use of any communication functionality of the WCD is expressly prohibited. This includes, but is not limited to, wireless Internet access, peer-to-peer (ad-hoc) networking, or any other method of communication with other devices or networks. In no circumstances shall the device be allowed to connect to the District's network. The preceding prohibitions do not apply to Board-owned and issued laptops, PDAs or authorized assistive technology devices.

Students are prohibited from using WCDs to capture, record or transmit the words (i.e. audio) and/or images (i.e., pictures/video) of any student, staff member or other person in the school or while attending a school-related activity, without express prior notice and explicit, written consent for the capture, recording or transmission of such words or images. Using a WCD to take or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the building principal. Students who violate this provision and/or use a WCD to violate the privacy rights of another person may have their WCD confiscated and held until the parent is contacted and picks up the device from the school.

"Sexting" is prohibited at any time on school property or at school functions. As set forth in State law, sexting is the knowing transmission or distribution to another minor by a computer or similar device any photograph or video of any person that depicts nudity and is harmful to minors. Sexting also includes possessing a photo of any person that was transmitted or distributed by another minor that depicts nudity. Such conduct not only is potentially dangerous for the involved students, but can lead to unwanted exposure of the messages and images to others, and could result in criminal violations related to the transmission or possession of child pornography. Such conduct will be subject to discipline and possible confiscation of the WCD.

The use of WCDs that contain built-in cameras (i.e. devices that take still or motion pictures, whether in a digital or other format) is prohibited in locker rooms and/or bathrooms and other areas where there is an expectation of privacy.

No expectation of confidentiality will exist in the use of WCDs on school premises/property.

Students are prohibited from using a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy 5.321 – Bullying and Harassment. In particular, students are prohibited from using their WCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs; and (2) send, share, view or possess pictures, text messages, e-mails or other materials of a sexual nature (i.e., sexting) in electronic or any other form. As set forth in State law, sexting is the knowing transmission or distribution to another minor by a computer or similar device any photograph or video of any person that depicts nudity and is harmful to minors. Sexting also includes possessing a photo of any person that was transmitted or distributed by another minor that depicts nudity and is harmful to minors. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a WCD to capture and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using their WCDs to receive such information.

Possession of a WCD by a student is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of this privilege.

Violations of this policy may result in disciplinary action and/or confiscation of the WCD. The building principal may also refer the matter to law enforcement if the violation involves an illegal activity (e.g. child pornography). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the WCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed. In particular, egregious offenses involving the invasion of another person's privacy, the Board reserves the right to confiscate the WCD and hold it. A confiscated device will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian. WCDs in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with Policy 5.321 Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a WCD to school for a designated length of time or on a permanent basis.

A person who discovers a student in possession of or using a WCD in violation of this policy is required to report the violation to the building principal.

Students are personally and solely responsible for the care and security of their WCDs. The Board assumes no responsibility for theft, loss, damage, or vandalism to WCDs brought onto its property, or the unauthorized use of such devices.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians. Students may use their WCDs after the school day has ended.

[F.S. 847.0141](#), [1006.07\(2\)](#)

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IX. DISCRIMINATION/SEXUAL HARASSMENT

Rights:

Students have the right to attend school and learn in an environment free from discrimination and sexual harassment.

Responsibilities:

Students should report occurrences of discrimination or sexual harassment to the principal through the proper grievance procedures.

Rules:

No student shall on the basis of race, sex, religion, national origin, age, marital status, disability, or perceived disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination/sexual harassment under any educational program or activity.

Disciplinary Actions:

Students who violate the above-stated rule may be subject to disciplinary actions allowed by School Board policy.

X. COUNSELING

Rights:

Students have the right:

1. To be informed as to the nature of the guidance services available in their school.
2. To have access to individual and group counseling.
3. To request a change of counselor as applicable.
4. Students have the right of confidentiality except in the following circumstances:
 - a. Reports of abuse or neglect,
 - b. Indication of harm to self/others.

Responsibilities:

Students have the responsibilities:

1. To use guidance services for their own educational and personal improvement.
2. To schedule appointments in advance unless the problem or concern is one of an emergency.
3. To work cooperatively with all school personnel.

Rule:

Students should participate appropriately in the counseling process.

Disciplinary Action:

Students who fail to participate appropriately in the counseling process may temporarily have their opportunities for counseling suspended, or other disciplinary measures may be taken.

XI. FREE SPEECH AND PUBLICATION

Rights:

1. Students will be given the opportunity to participate freely in class discussions.
2. Students may, with the approval of the principal/designee, write and distribute non-commercial printed materials. This shall include freedom of the press for all student publications.
3. Students may decide whether or not to participate in symbolic (e.g. flag salute) or religious activities.
4. After receiving permission from the principal, students may display posters, notices, magazines, or articles.
5. Students participation in classroom instruction or other school activities may not be denied based on race, sex, religion, national origin, age, marital status, exceptionality, or perceived disability.

Responsibilities:

1. Students must use appropriate language when expressing their thoughts, concerns, and opinions.
2. Students must respect the principal's decision concerning the request to display printed material.
3. Students should respect others' rights, responsibilities, and opinions.

Rule:

The principal/designee will ensure that all printed materials distributed in the school reflect appropriate journalistic ethics and are not obscene or offensive by school and community standards.

Disciplinary Action:

The principal may discipline any student for infraction of the above stated rule.

XII. STUDENT GOVERNMENT

Rights:

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.
2. To have access to policies of the School Board and the individual school.
3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.

4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

Responsibilities:

Students have the following responsibilities:

1. To elect student government officers and representatives who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.
2. To become knowledgeable of School Board and individual school policies governing the actions of students.
3. To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.
4. To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

Rule:

Students will use the democratic process to conduct student government operations.

Disciplinary Action:

The principal/designee may apply disciplinary procedures as appropriate.

XIII. STUDENT RECORDS

Rights:

Students/Parents/guardians have the following rights:

1. Information contained in records that relates directly to the student may be inspected, reviewed, and challenged.
2. Personal identifiable information will be protected by legal provisions which prohibit its release to any person who is not legally authorized by the consent of the parent, guardian, or eligible student. (An eligible student is one who is 18 years of age or over and/or one who attends a post-secondary institution.)
3. Parents/guardians will receive annual notification, written in their native language, stating that they may review their child's record.

Rules/Procedures Relating to Student Records:

Student Records: The principal of each school shall be responsible for all student records and will ensure that all state and federal rules are followed. The Superintendent will make all rules available to principals.

- I. Purposes. Rules cover all school records of all students.
- II. Definitions:
 - A. Education Records: Records required by law containing information about the student
 1. Category A - Permanent Information: student information that is required by law to be kept indefinitely.

2. Category B - Temporary Information: student information that may be kept for a short time then discarded or changed
 - B. Child: a person who is under 18 years of age
 - C. Pupil/Student: a person who is enrolled in a school
 - D. Eligible Student: a person who is 18 years old or older and who is enrolled in one or more offered educational programs by the Gadsden County district (see section IV.)
- III. The Cumulative Record: The principal is responsible for all cumulative records. These records must be kept at school and may be relocated to other schools upon appropriate written request.
- A. Content of Category A Records: Category A records contain the permanent report card and education records. These records are kept up to date and cannot be changed without the permission of the principal. The person making the change will initialize each change.
 1. Student's birth certificate name
 2. Birth date, place of birth, race, and sex
 3. Current address of the student
 4. Name of parent(s) or guardian(s)
 5. Name of last school attended
 6. Number of days present, absent
 7. Date enrolled, date withdrawn
 8. Classes/subjects taken, grades received
 9. Date of graduation or program completion
 - B. Content of Category B Records:
 1. Health information
 2. Information about the student's family
 3. Test scores
 4. School and vocational plans
 5. Honors and school activities
 6. Reports of special classes required by law
 7. List of schools attended
 8. Driver education certificate
 9. Letters from other groups
 10. Written requests for permission to review the record
 11. List of people who requested and received a copy of the record
 12. Written information indicating any changes made in the record
 13. Summary of state student assessment test results
 14. Copies of exceptional student education placement reports as required by law.
 15. Records of discipline, suspension, and expulsion
 16. Records of counselors' and teachers' conferences with students
 17. Free lunch applications, work experience interviews, and other records
- IV. The following strategies may be used for an eligible student or parent/guardian to change or remove a portion of the student record:
- A. A written request must be submitted to the principal, clearly identifying the part of the record to be changed, and specifying why it is inaccurate or misleading.

- B. If the request is approved, the change or removal shall be made in writing and signed and dated by the eligible student or parent/guardian and a school official. The written agreement shall show only that the record has been corrected or a portion removed.
 - C. If the District denies the request for the change of record, the District will notify the eligible student or parent/guardian of the decision, advising them of their right to a hearing. Information regarding the hearing procedures will be provided to the eligible student or parent/guardian.
 - D. If a hearing is held and a decision is made to keep the record intact without the proposed change, the eligible student or parent/guardian may include a written statement in the record. The statement may indicate disagreement with the decision and state reasons for disagreement.
- V. Procedures for Transfer of Education Records.
- A. Records shall be transferred immediately upon written request from an eligible student or parent/guardian or from a school to which a student has transferred. The principal or designee shall transfer all Category A and Category B information and shall keep a copy of Category A information.
 - B. Records shall not be prohibited from transfer for unpaid fees or fines assessed by the school.
 - C. For all Gadsden County schools, current records shall be passed to a middle or high school upon student promotion to that school. This transfer will occur automatically without request.
 - D. If a school is closed by order of the School Board, student records shall be transferred to the school at which students will attend the following year. If students will not attend school the following year, the Superintendent shall decide where records will be kept.

Notification of Rights for Elementary and Secondary Schools

FERPA affords parents/guardians and students over 18 years of age (“eligible students”) certain rights with respect to the student’s educational records. These rights are:

1. The right to inspect and review the student’s education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an

administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

Parents/guardians have the following rights:

- a. They may review their child's school records.
 - b. They may give permission for others to review the records.
 - c. They may challenge information in the records.
 - d. Upon request they will receive a copy of this rule from the Superintendent's office.
4. Eligible students or parents/guardians of the student may review individual records. Copies of records may be obtained through written request to the principal or School Board contact person. All requests will be granted within 5 working days.
 5. An eligible student or parent/guardian may give permission for others to review letters or statements in the student's records. Permission must be in writing and signed by the eligible student or parent/guardian. Access by others to a student's record will be closed upon written request by the eligible student or parent/guardian.
 6. The fee for copying the school records shall be as provided by School Board Policy.
 7. Student records are located at the school/district office.
 8. Records that give personal information may not be released without an appropriate request, except to the following:
 - a. District and school administrators and supervisors
 - b. District and school personnel, their interns, and substitutes
 - c. Administrative secretaries (as required for record keeping duties)
 - d. Gadsden County Health Department (health records only)
 - e. Florida Diagnostic and Learning Resource System personnel
 - f. Officials from a school to which a student has moved
 - g. State and federal officers, if records are needed to meet legal requirements, including Judicial and law enforcement agencies as specified within signed interagency agreements.
 - h. Persons requiring information for the purpose of donating money for tuition and other related expenses
 - i. State and local people who collect data for factual reporting
 - j. Colleges/Universities needing information for the benefit of students
 - k. People who set standards for schools
 - l. Parents/guardians for tax reasons
 - m. To comply with a court order
 - n. Any person requiring information for health or safety emergencies
 - o. Persons needing information for student expulsion hearings
 - p. Educational researchers who will not publish personal identification, and who destroy the information at the end of the study
 9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-4605

Responsibilities:

Students/Parents/guardians have the following responsibilities:

1. To inform the school of any information that may be useful in making appropriate educational decisions.
2. To authorize release of pertinent information to those individuals or agencies who are working actively and constructively for the benefit of the student.

Rule:

Students and parents/guardians must comply with board policies related to student records.

Disciplinary Action:

Failure of students/parents/guardians to provide accurate information may result in inaccurate maintenance of student records and a delay in delivery of services in a timely manner. For additional information regarding student records, and procedures, see Appendix.

XIV. GRADES

Rights:

Students have the following rights:

1. To receive a teacher's grading criteria at the beginning of each year or semester course.
2. To receive reasonable notification of failure or potential failure at any time during the grading period when it is apparent unsatisfactory work is being performed.
3. To receive periodic academic reports which may include, but not be limited to, academic and/or conduct grades. A conduct grade may not affect an academic grade.

Responsibilities:

Students have the following responsibilities:

1. To become informed of the grading criteria and behavior standards.
2. To maintain standards of academic performance commensurate with ability.

Rules:

Students enrolled in the Gadsden County School District will comply with the provisions of the Student Progression Plan.

GENERAL DISCIPLINARY PROCEDURES

Students are under the authority of the principal/designee, teacher, or bus driver any time they are going to or from school, at school, or at any school activity. Law enforcement or other appropriate agencies may be notified by the principal/designee as deemed necessary. Law enforcement must be notified for battery, homicide, kidnapping and sexual battery.

I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED

Students have permission to be on the school grounds during the regular school day and during special activities. The principal will use appropriate disciplinary procedures with any student who is found on campus without permission.

II. AUTHORITY OF THE TEACHER

- A. The principal gives to the teacher authority to control students while on school campus or at any school event.
- B. Florida Statutes [F.S. 1003.32\(1\)\(c\)](#) authorizes the teacher to remove from class, students with abusive, disruptive, or unruly behavior. According to the statute, a teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

III. OFFENSES

- A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.
- B. The principal may discipline any student for, including but not limited to, the following misbehaviors:
 - 1. disobeying or threatening any school personnel
 - 2. profanity; offensive gestures
 - 3. destroying property
 - 4. disturbing school functions (FS 1006.145)
 - 5. leaving school without proper permission
 - 6. excessive tardies and/or unexcused absences from school
 - 7. breaking school rules
 - 8. serious misconduct
 - 9. sexual harassment
 - 10. multiple offenses
 - 11. fighting (to include instigating a fight)
 - 12. usage of wireless communication devices and all other electronic devices (such as pagers, cellular phones, iPods, MP3 players)
 - 13. possession of weapons and/or any firearm, to include imitation firearm
 - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.
- D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary procedure, an interpreter will participate in the process.
- E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.

- F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student is disciplined, the student has the right to tell his/her side of the story and he/she should be told why he/she is receiving the punishment.
- G. If a student is to be suspended, he/she will be told why before being suspended and will also get an explanation of the evidence and a chance to tell his/her side. Every effort will be made to notify the parent/guardian(s) as soon as possible. A principal may suspend for five days. If the suspension is for more than five days, or if the student is recommended for expulsion, a hearing will be held. If the student is a danger to other students or constantly keeps others from learning, he/she may be immediately removed from class and/or school. Only the School Board can expel a student. (See VIII A-B.) When a student is suspended, privileges to participate in extra-curricular activities will be revoked.
- H. All disciplinary referrals will be maintained in the district's student database.

IV. DEFERRED PUNISHMENT FOR OFFENSES

Disciplinary action for offenses occurring near the end of the school year may be carried over to the next school term.

BULLYING AND HARASSMENT – Gadsden School Board Policy #5.321
(F.S. 1006.147)

The Gadsden County School Board prohibits acts of bullying and harassment. The School Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying or harassment is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or school employees.

Bullying or harassment is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, or wireless handheld device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

- 1. Statement Prohibiting Bullying and Harassment
 - A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying. The District will not tolerate bullying and harassment of any kind. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
 - B. The District upholds that bullying or harassment of any student or school employee is prohibited:
 - 1. During any education program or activity conducted by a public K- 12 educational institution;
 - 2. During any school-related or school-sponsored program or activity;
 - 3. On a school bus of a public K-12 educational institution; or
 - 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution.

2. Definitions

- A. **Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:
1. Unwanted teasing;
 2. Social Exclusion;
 3. Threatening;
 4. Intimidation;
 5. Stalking;
 6. Cyberstalking;
 7. Cyberbullying;
 8. Physical violence;
 9. Theft;
 10. Sexual, religious, or racial harassment;
 11. Public humiliation;
 12. Rumor or spreading falsehoods; or
 13. Destruction of school or personal property.
 14. Private humiliation
- B. **Harassment** means any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:
1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
 2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
 3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
 4. Has the effect of substantially disrupting the orderly operation of a school.
- C. **Cyberstalking** is defined in [F.S. 784.048\(d\)](#) means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- D. **Cyberbullying** means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
- E. **Bullying, Harassment, and/or Cyberbullying** also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
 - a. Incitement or coercion;
 - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
 - c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.
 3. Unwanted harm towards a student or employee in regard to their real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, linguistic preference, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs and therefore prohibits bullying of any student or employee by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District. For Federal requirements when these acts are against Federally identified protected categories, refer to **Board Policy 4001-1 2.70 (F.S. 1000.05(2)(a))**
 4.
 - 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~~ **Family and Community Engagement** 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~~ **Family and Community Engagement** Office, in collaboration with other District departments, will provide opportunities and encourage parents to participate in prevention efforts with their children in meaningful and relevant ways that address the academic, social, and health needs of their children. The District will offer parents and parent associations' trainings on violence prevention as well as knowledge of and/or opportunity to participate in any violence prevention initiatives currently taking place in their school via the district and school websites, open houses, and school newsletters. Training will provide resources and support for parents by linking them with internal supports as well as referral to community-based resources as needed.
 - F. Evaluations to determine the effectiveness and efficiency of the services being provided will be conducted at least every three years and shall include data-based outcomes.

- G. The Superintendent, other district administrators, as well as school principals, will be held accountable for implementation of these student support services consistent with the standards of this policy. These administrators will take steps to assure that student support services are fully integrated with their instructional components at each school as well as in policy and practice.

V. Training for all Stakeholders

- At the beginning of each school year, the school principal/designee and or appropriate area/district administrator shall provide awareness of this policy, as well as the process for reporting incidents, investigation and appeal, to students, school staff, parents, or other persons responsible for the welfare of a pupil through appropriate references in the Student Code of Conduct, Employee Handbooks, the school website, and/or through other reasonable means.

VI. Consequences

A. Committing an act of bullying or harassment

1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.
2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, gross acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.
4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

B. Wrongful and intentional accusation of an act of bullying or harassment

1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.
3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

C. Receiving Reports of Acts of Bullying or Harassment

1. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
2. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
3. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
4. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.

5. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
 6. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
 7. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
 8. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).
 9. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- D. Investigation of a Report of Bullying or Harassment
1. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at a school bus stop.
 2. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
 3. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
 4. The investigator shall collect and evaluate the facts including but not limited to:
 - i. Description of incident(s) including nature of the behavior;
 - ii. Context in which the alleged incident(s) occurred;
 - iii. How often the conduct occurred;
 - iv. Whether there were past incidents or past continuing patterns of behavior;
 - v. The relationship between the parties involved;
 - vi. The characteristics of parties involved, *i.e.*, grade, age;
 - vii. The identity and number of individuals who participated in bullying or harassing behavior;
 - viii. Where the alleged incident(s) occurred;
 - ix. Whether the conduct adversely affected the student's education, educational environment or mental well-being;
 - x. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
 - xi. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.
 5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include but not limited to:
 - i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 - ii. A written final report to the principal.
 6. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
 7. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.

- E. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District
1. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
 2. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
 - i. If it is within the scope of the District, a thorough investigation shall be conducted.
 - ii. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
 - iii. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.
- F. Notification to Parents/Guardians of Incidents of Bullying or Harassment
1. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.
 - i. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
 - ii. If the bullying incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states “. . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school.”
 2. Immediate notification to the parents/legal guardians of the perpetrator of an act of bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
 3. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.
- G. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling
- When bullying or harassment is suspected or when a bullying incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.
1. The teacher or parent/legal guardian may request informal consultation with school staff, *e.g.*, school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student’s parents or legal guardian are included.
 2. School personnel or the parent/legal guardian may refer a student to the school intervention team for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.

3. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
 4. The intervention team may recommend
 - i. Counseling and support to address the needs of the victims of bullying or harassment;
 - ii. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or
 - iii. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.
- H. Reporting Incidents of Bullying and Harassment
1. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
 2. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related as a related element code.
 - i. Bullying and/or harassment incidents shall be reported and coded appropriately in SESIR using the relevant incident code and the bullying-related code as indicated in the *Code of Student Conduct*.
 3. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
 4. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the Department of Education.
- I. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment
1. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
 2. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.
 3. The policy includes, but not limited to, student behavioral assemblies, Parent Teacher Meetings, Pre-Planning, Staff Awareness Training, grade level meetings with students on identifying, preventing, and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventative action based on those observations. These programs/trainings are available, but not limited to:
 - Students
 - Parents
 - Teachers
 - School administrators
 - Counseling staff
 - School volunteers
- J. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim
- The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal

guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

K. Publicizing the Policy

1. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
2. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
3. The Superintendent shall also make all contractors contracting with the District aware of this policy.
4. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.
5. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

Disclaimer: The Gadsden County School District prohibits bullying & harassment of any kind; if you know, heard, and/or witness any infraction, Please fill out a form from the district's website or any school in Gadsden's County. You may remain anonymous, if you desire.

DUE PROCESS PROCEDURES FOR SUSPENSION/EXPULSION OF STUDENTS WITH DISABILITIES

Any student eligible under *Gadsden County Programs and Procedures for Exceptional Students*, who commits an offense which may be grounds for suspension/expulsion, shall have his/her case considered and decided on an individual basis.

A. Suspension

1. A student with a disability may be suspended from the Gadsden County schools for infractions described in the Code of Student Conduct and Student Rights and Responsibilities.
2. In order to protect the rights of students and parents, the principal, or his/her designee, shall follow the procedures for suspension as contained in School Board Policy.
3. Whenever a student with a disability is suspended, the principal, or his/her designee, shall immediately send written notification to the Director of Exceptional Student Education or Designee.
4. The principal, or his/her designee, shall be responsible for convening an IEP meeting when an exceptional student accumulates a total of ten (10) days of suspensions within a school year.
5. If the school did not conduct a functional behavioral assessment and implement a behavioral intervention plan for each child before the behavior that resulted in the suspension, the IEP team will develop an assessment plan to address that behavior; or if the child already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

B. Expulsion

1. Dismissal of a student with a disability shall follow the procedures contained in School Board Policy.
2. Prior to making a recommendation for expulsion to the Superintendent or (his/her designee), the principal (or his/her designee) shall notify the Director of Exceptional Student Education (or designee) in writing that this action is being considered.

3. The principal, or his/her designee, shall meet with the school staffing committee and the Director of Exceptional Student Education (or designee) to determine if the student's actions are a result of his/her disabling condition (Manifestation Determination). The staffing committee will be comprised of the following personnel: Director of Exceptional Student Education or designee, School Administrator, ESE teacher, general education teacher(s), parents, school counselor, and any other appropriate individuals.
4. If the staffing committee determines that the student's actions are not a result of his/her disabling condition, the principal, or his/her designee, may submit a recommendation for alternative placement or expulsion to the Superintendent, or his/her designee. This recommendation shall contain the school staffing committee report, the Functional Behavior Assessment (FBA), Behavior Intervention Plan (BIP), and the student's Individual Educational Plan (IEP). A copy of this recommendation shall be sent to the Director of Exceptional Student Education.
5. If the staffing committee determines the student's conduct is a manifestation of his/her disability, then an IEP meeting must be held to determine the adequacy of the current special program and related services.
6. Prior to any Change of Placement, the Individual Educational Plan Procedures, as outlined in *Gadsden County Special Programs and Procedures for Exceptional Students*, will be followed to ensure that parents/guardians are provided safe-guards consistent with State Board of Education Rule 6A-6.03311.
7. Any change in the educational placement of a student with a disability will not result in a cessation of education services.

PROCEDURES FOR THE DISCIPLINE OF STUDENTS WITH DISABILITIES

(as defined under Section 504 Rehab Act 1973, ADA & IDEA)

6A-6.03312 Discipline Procedures for Students with Disabilities

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior must be considered in the development of their **individual educational plans (IEPs)**. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in this rule, is appropriate for a student with a disability who violates a code of student conduct.

PROCEDURES FOR THE DISCIPLINE OF PREKINDERGARTEN STUDENTS

The use of corporal punishment, humiliation, total or extended isolation, and/or withholding of food is prohibited as a form of discipline for prekindergarten students. (ACYF/HS 4.02;45 CFR 1304). When necessary, additional assistance will be acquired to provide for the needs of individual children.

Definitions specific to this policy:

Corporal Punishment - Paddling, slapping, pulling of hair, pinching, or any other means of causing bodily harm.

Denial of Participation in Extracurricular Activities - Denying a child the opportunity to participate in out-of-class activities such as field trips or parties. When necessary, additional assistance will be acquired to provide for the needs of individual children.

Extended Isolation in the Classroom - Denying a child the opportunity to participate in classroom activities for an unreasonable period of time. (e.g. long periods in time out).

Humiliation - Using derogatory remarks when referring to a child, name calling, or any other action that could lower the pride, dignity, or self-respect of a student.

Withholding of Food - Denying a child food that is provided to his/her peers such as dessert, snack, party foods, etc.

Total Isolation - Placing a child out of view of a responsible adult.

Suspension- The temporary removal of a child from his regular school program or the school bus.

Expulsion - The removal of the right and obligation of a child to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance.

Suspension and/or expulsion are NOT RECOMMENDED in disciplining prekindergarten children. These procedures should only be used for the safety, health, or welfare of any student, teacher, or staff member.

If a child's problem behavior is extensive or has escalated over a period of time, this may be an indicator of a physical or emotional problem and a referral to the prekindergarten office and the student study team may be needed.

DISCIPLINARY PROCEDURES GRADES K-12

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

Discipline Guidelines and Procedures

CLASS I	MINOR OFFENSES
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Document All Actions Taken in Class I on the Classroom Behavior Management Form

- Chewing gum, eating food, or drinking beverages during class
- Being unprepared for class/no materials
- Arriving late to class (up to 5 minutes)
- Refusing to do classroom work
- Sleeping in class
- Using offensive language in general conversation with peers
- Disrupting the classroom (talking out loud, getting out of seat, laughing or talking at inappropriate times)
- Displaying intimate affection in public
- Possessing inappropriate items, (toys, games, tape players,)
- Disrupting the class by any other minor offense

Actions To Be Taken By Teachers

1st Offense

- Contact the parent/guardian. **[required]**
- Hold a teacher/student conference with documentation **[complete applicable section of Classroom Behavior Management Form (CBM)]**.
- Collect inappropriate items from the student and return them at end of the day or when a parent/guardian collects them.

2nd Offense

- Use creative teacher interventions (may include behavior improvement plan, disciplinary work, etc.).
- Refer the student to the homeroom teacher (If student is an athlete, refer to coaches)
- Hold formal teacher-student conference and contact the parent/guardian. **(complete applicable section of CBM)**
- Refer the student to the team leader or designee, if applicable.

- Refer the student to the Guidance Counselor/Resource person/Student Study Team.
- Arrange peer mediation for the student.

3rd Offense

- Contact the parent/guardian. **[required]**
- Render a verbal reprimand.
- Provide notification of the consequences of the next offense.
- Arrange peer mediation for the student.
- Refer the student to the team leader or designee.
- Refer the student to a Guidance Counselor.

4th Offense

ACTIONS TO BE TAKEN BY ADMINISTRATORS

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.
- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS II	INTERMEDIATE OFFENSES
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- Repeating classroom disruptions
- Failing to serve detention or other disciplinary interventions
- Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
- Throwing food or drinks in cafeteria
- Loitering in an unauthorized location
- Using obscene or profane language or gestures
- Possessing or using tobacco products
- Cheating, plagiarism, abuse of technology, or forgery
- Skipping class/Leaving class (Skipping class is also considered arriving to class after 5 minutes.)
- Throwing or propelling objects or spitting
- Intimidating or harassing another student
- Dressing in opposition to the dress code
- Repeating Class I offenses
- Unauthorized usage of electronic devices
- Drop Pants / Saggy Pants (reference page 12)
- Student use of cell telephones/wireless communication devices

Personal cell telephones may be brought to school with the following conditions:

- a. Phones must be turned off and kept out of sight during school hours and while riding on the school buses or using school transportation at any time.
- b. If emergency calls to or from students are necessary, they should be placed through the school office and not to or from the student's telephone.
- c. Phones should be kept secure to prevent theft (vehicles, purses, backpacks, lockers, etc.) The school is not responsible for lost or stolen phones or any other electronic device.

Actions To Be Taken By Administrators

- An administrator calls the parent/guardian. **[required]**
- An administrator will assign In-school suspension (ISS) for specified number of days.

- An administrator will assign 3 - 5 days out-of-school suspension (OSS) /parent/guardian contact.
- An administrator will assign 5 days OSS [school level hearing/ parent/guardian conference]
- An administrator will provide a hearing with the option to give OSS of 5 more days.
- The School Resource Officer will issue a citation.
- An administrator will provide peer mediation for the student.
- An administrator will involve the Guidance Counselors in fact-finding and counseling of students.
- Drop pants / saggy pants: verbal warning; ineligibility to participate in extracurricular activities; in-school suspension

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS III	GROUP A	MAJOR OFFENSES
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- Defying a school district employee (an attitude or action designed to provoke a confrontation)
- Defacing school property/malicious mischief
- Inciting or participating in riotous behavior
- Obstructing school employees from their duty (preventing fight breakups, etc.)
- Possessing merchandise stolen on school campus
- Trespassing
- Using school property without authorization (computers, A/V or PE equipment)
- Exhibiting lewd and lascivious behavior
- Possessing obscene literature or objects
- Stealing
- Repeating Class II offenses
- leaving school campus without permission
- under the influence of alcohol and/or drugs

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral and administrator confers with the student.
- An administrator assigns 3-5 days out of school suspension.
- An administrator warns the student and parents/guardians of the consequence of the second offense.
- Guidance Counselors assist with fact finding and counseling of students.
- The student/parent/guardian makes restitution
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out of school suspension and conducts a hearing.
- An administrator warns the student and parent/guardian of the consequences of the third offense.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS III	GROUP B	MAJOR OFFENSES
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- Fighting (involvement in physical confrontation in which the participant either initiated the fight or failed to take advantage of an opportunity to avoid escalation of the incident that led to the fight)
- Creating a hostile environment that includes harassing, physical, verbal, graphic or written conduct that is sufficiently severe, pervasive or persistent as to interfere with an individual's ability to participate in or benefit from school activities. This includes all forms of sexual, racial, national origin, disability or other forms of discrimination or harassment prohibited by school board policies
- Threatening, harassing or intimidating a school district employee/adult
- Bullying & Harassment that is systematic in gesture or written, verbal, graphic, or physical acts. Also, a repeated behavior that has been already addressed.

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension.
- Guidance Counselors assist in fact finding and counseling of student.
- An administrator reads the second offense consequences to the students and parent/guardian.
- An administrator provides peer mediation.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension with a hearing for possible alternative placement and/or expulsion considerations.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

CLASS III	GROUP C	MAJOR OFFENSES
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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, or weapon (as defined in [F.S. 790.001](#)) to school, to any school function, or possessing a firearm, at school. (to include the possession, use, or sell of a firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or
 - (b) Making a threat or false report (as defined by subsection [790.162](#) and [790.163](#)) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity **by bringing, possessing, using or selling** ~~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.~~ **Moved to Suspension/Expulsion**

Offenses Prohibited

1. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.
 - a. homicide (murder, manslaughter) – law enforcement must be notified
 - b. sexual battery – law enforcement must be notified
 - c. armed robbery
 - d. aggravated battery – law enforcement must be notified
 - e. assault, battery or aggravated battery on a teacher or other school personnel
 - f. kidnapping or abduction – law enforcement must be notified
 - g. arson
 - h. possession, use, or sale of any firearm
 - i. display, use, threaten, or attempt to use any firearm
 - j. possession, use, or sale of any explosive device (including firecrackers or fireworks)
 - k. possession, use, or sale of drugs or alcohol
 - l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
 - m. bomb threat
 - n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)
2. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. [F.S. 784.081](#), he/she shall be expelled or placed in an alternative school setting ([F.S. 1006.13\(5\)](#)).

3. **All incidents involving firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**
4. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.
5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

WEAPONS PROHIBITED

1. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. For use in this policy, weapons shall include but not be limited to the following: air rifle, BB or pellet gun, rifle, shot gun, zip gun, stun gun, pistol, ammunition or explosive device (no matter how limited), incendiary device, ice pick, knife, box cutter, pocket knife, machete, hypodermic needle(s), laser pointer, brass knuckles, club, nunchakus, razor blade, self-defense sprays (such as mace or pepper gas), sling shot, spear, sword, or any item used with intent to cause bodily harm to another individual.
2. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.
3. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.
4. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.
5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.
6. Pursuant to [F.S. 790.001](#), simulating a firearm or weapon or wearing clothing or accessories that depict a firearm or weapon or expressing an opinion regarding a right guaranteed by the Second Amendment of the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. Simulating a firearm or weapon while playing includes, but is not limited to:
 - Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon
 - Possessing a toy firearm or weapon that is 2 inches or less in overall length
 - Possessing a toy firearm or weapon made of plastic snap-together building blocks
 - Using a finger or hand to simulate a firearm or weapon
 - Vocalizing an imaginary firearm or weapon
 - Drawing a picture, or possessing an image of a firearm or weapon
 - Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon

However, a student may be subject to disciplinary action if simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. The severity of the consequences imposed on the student must be proportionate to the severity of the infraction and consistent with school board policies for similar infractions. ~~Disciplinary action resulting from a student's clothing or accessories must be determined pursuant to the school district's dress code unless the wearing of such clothing or accessories causes a substantial disruption of student learning, in which case the infraction may be addressed in a manner consistent with district school board policies for similar infractions.~~ **Moved to dress code**

CERTAIN DRUGS PROHIBITED

1. The use, distribution, sale and/or unlawful possession of mood modifiers, MDMA/"Molly", FLAKKA, synthetic drugs, **edibles**, 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 **WITH 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.
1. 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) schools days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.* A hearing can be held without the attendance of the parent/guardian after proper notification.

***Waiver of Discipline:**

Any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under chapter F.S. 893, may request a waiver of the discipline code:

- i. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or

- ii. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statutes 1006.09.
2. 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.
3. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.
5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.
6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.
7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)
7. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.
8. Pursuant to Florida law pertaining to a lawful arrest, if a student commits a delinquent act or violation of law which would be a felony if committed by an adult or involves a crime of violence, after the arresting authority notifies the district school superintendent, or the superintendent's designee, the information must be released within 48 hours after receipt to appropriate school personnel, including the principal of the child's school, or as otherwise provided by law. The principal must immediately notify all the child's assigned classroom teachers.

SUSPENSION/EXPULSION

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. **Moved from Zero Tolerance Offenses**

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\(j\)](#) 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: [F.S. 1006.11\(2\)](#) further provides that a principal, teacher, other staff members, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, and expulsion of students, except in the case of excessive force or cruel & unusual punishment.

COLLECTION OF EVIDENCE / SEARCH AND SEIZURE

The right of students as citizens to be free from unreasonable search shall be preserved in the schools. However, the principal or designee has the right to collect evidence as necessary to provide for the safe and orderly operation of the school and all of its functions. These may include, but not be limited to, the following measures:

1. General Search: In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
2. Lockers: Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or

welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.

3. Personal Search: With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. **FRISKING AND STRIP SEARCHES ARE PROHIBITED.**
4. Use of Metal Detectors: As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.
5. Search of Vehicles: Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.
6. Use of Video Cameras: For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.
7. Drug-Sniffing Dog: In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:
 - a. Contact the Superintendent or his designee for approval.
 - b. The search will be conducted to avoid contact between students and the dog.
 - c. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.

AUTHORITY OF THE SCHOOL BUS DRIVER

1. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.
2. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, students' that have written permission from a parent/guardian and the request has been approved by the principal or designee **and the Transportation Department** may be transported to an alternate stop provided the bus has sufficient occupancy. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

MISCONDUCT ON SCHOOL BUSES

If a student misbehaves on the school bus, the bus driver may report the misbehavior to the principal. The principal may suspend the student from riding the bus for no more than ten (10) school days per offense. Please note: If ESE students do not get a ride to school during the bus suspension, the suspension will count towards the maximum allowable ten (10) day school suspension for the year. If the suspension is for more than five (5) days, a hearing is required. The School Board may change the suspension to an expulsion from the school bus. The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

Disclaimer: The principal has authority, within Florida Statutes, to increase consequences based upon the severity of the infraction.

BUS OFFENSES

MINOR OFFENSES

- Shouting/loud talking
- Eating / drinking
- Littering
- Holding hand/head outside of the bus

Actions To Be Taken

- **BUS DRIVERS' INTERVENTIONS (use one or more)**
- Conduct a conference with the student.
- Assign a new seat assignment.
- Write a referral and give it to an administrator.
- **ADMINISTRATORS' INTERVENTIONS**
- 1st referral: Notify parents/guardians and have a conference with the student.
- 2nd referral: 1- 3 days off bus
- 3rd referral: 3 days off bus
- 4th referral: 5 days off bus (**Hearing Requested**)

MAJOR OFFENSES

- Being out of seat when bus is in motion
- Using foul language/ racial slurs
- Defacing property
- Throwing objects
- Holding hand/head outside bus while in motion
- Fighting
- Distracting the bus driver with deviant behavior

Actions To Be Taken By Administrators

- Restitution is paid by the student/parent/guardian.
- 1st referral: 1-3 day off bus
- 2nd referral: 3-5 days off bus
- 3rd referral: 5 days off bus
- 4th referral: 5 days off bus (**Hearing Requested/expulsion considered**)

The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

ZERO TOLERANCE ON THE BUS

- Threatening/assaulting the driver
- Possessing weapons / **Imitation of Weapons**
- Possessing/using drugs/alcohol

ENROLLMENT OF STUDENTS EXPELLED/DISMISSED FROM OTHER SCHOOL DISTRICTS OR PRIVATE SCHOOLS

The records of students seeking to enroll in Gadsden County Public Schools, who have been assigned to an alternative school by another public school district, a private school, or a charter school, must be reviewed by the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education. The

student will be assigned to the district alternative school or a reentry program for the period of time as determined to be appropriate.

The records of students seeking to enroll in Gadsden County Public Schools who are currently being recommended for expulsion or dismissal, or who have been expelled or dismissed from another public school district, a private school, or a charter school, must be reviewed by the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education. The student will be assigned to the district alternative school or other alternative school program or a reentry program for a period of time as determined to be appropriate.

If a final order of expulsion has been imposed upon the student from a previous school/district, the Superintendent or Designee, Coordinator of DropOut Prevention, and the Principal of Alternative Education may choose to:

1. honor the expulsion or dismissal of the student from the previous school/district;
2. assign the student to a district alternative school; or
3. assign the student to a zoned school of attendance.

DRAFT

GLOSSARY

Abuse of property/minor vandalism - to use wrongly or improperly, or to maltreat any school equipment or property, including school buses.

Aggravated battery - Intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery.

Alcohol possession, use, sale, storage, or distribution - having on one's person or within one's personal property or under one's control by placement of and knowledge of the whereabouts or reasonable belief that one has assimilated, or reasonably appears, in the judgment of appropriate school officials, to be under the influence of any alcoholic substance

Armed robbery - the taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon

Arson - to willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being

Articles disruptive to school - to possess, display or use anything that is disruptive to the general peace and welfare of a school center, school bus, or a school sponsored activity

Assault - an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so which creates a well-founded fear in such other person that such violence is imminent. ([F.S. 784.011](#))

Assault on school board employee - any intentional, unlawful threat, by word or act, to do violence to a school board employee, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Attempted criminal act against a person - any person who attempts to commit, or who solicits another to commit, or who agrees, conspires, combines, or confederates with another person or persons to commit the offense of a battery against another person or persons, and in such attempt does any act toward the commission of such offense, but fails in the perpetration or is intercepted or prevented in the execution of the offense

Attendance - the action or state of going regularly to or being present at a place or event.

Battery (BAT)-Level I - (physical attack/harm) The physical use of force or violence by an individual against another. The attack must be serious enough to warrant consulting law enforcement and result in more serious bodily injury. (To distinguish from Fighting, report an incident as Battery only when the force or violence is carried out against a person who is not fighting back.) Law enforcement must be notified.

Battery or aggravated battery on a school board employee - a battery or aggravated battery on any elected official or school district employee whether it is committed on school property, on school sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business

Bomb threat - intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device

Breaking and entering/burglary - the unlawful entry into a building or other structure with the intent to commit a crime

Bullying - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

- a. Unwanted teasing;
- b. Social Exclusion;
- c. Threatening;
- d. Intimidation;
- e. Stalking;
- f. Cyberstalking;
- g. Cyberbullying;
- h. Physical violence;
- i. Theft;
- j. Sexual, religious, or racial harassment;
- k. Public humiliation;
- l. Rumor or spreading falsehoods; or
- m. Destruction of school or personal property.

Bus disruption - behavior that disrupts and/or distracts the driver from safely operating the school bus

Cheating (copying work of another, using materials not authorized to use - copying of anyone else's work or cheating on any test or assignment

Chemical/hazardous material - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s).

Computer misuse/inappropriate use of e-mail/internet - the inappropriate use of a computer, including, but not limited to, breaking into restricted accounts or networks, modifying, or destroying files without permission, illegally copying software, and entering or distributing or printing unauthorized files; accessing or entering unauthorized internet sites; distributing inappropriate electronic messages

Confrontation/tussle - a verbal confrontation, struggle, or scuffle involving more than one person; pushing, shoving, pulling, etc. that has the propensity to escalate into a fight

Contraband, non-criminal - possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, portable cellular telephones, etc.; these will be confiscated

Corporal punishment - Paddling by the principal/designee on the student's buttocks.

Criminal assault on a student/person - any intentional, unlawful threat, by word or act, to do violence to another person, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Criminal battery on a student/person (non-School Board Employee) - an actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual, including child abuse; the malicious and unprovoked physical attack by an aggressor upon another person

Destructive device - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage ([F.S. 790-001\(4\)](#)).

Disobedient/open defiance/insubordination - refusal or failure to obey, marked by resistance to authority; the flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority

Disobeying rules on the school bus - violation of the posted or written rules of conduct for the bus that is not necessarily a disruptive behavior; e.g.: not in assigned seat, eating or drinking on the bus

Disorderly conduct/disruption of school - any act which substantially disrupts the orderly conduct of a school function, behavior which substantially disrupts the orderly learning environment or poses a threat to the health, safety, and/or welfare of students, staff, or others

Disrespectful language - written or verbal remarks or gestures that show a lack of respect, rudeness or are inappropriate; The use of words or acts which demean, degrade, antagonize, or humiliate a person or group of persons

Disruptive behavior - behavior by its nature disrupts the educational process, but is not criminal.

Disruptive play - non-confrontational activity that is not appropriate in a school setting and is disruptive to the educational process; engaging in rowdy, rough behavior that interferes with the safe and or purposeful order of a school; e.g.: horseplay, chasing another student in the hallway of classroom, etc.

Dress code violation - to dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety; violations of the school dress code

Drug paraphernalia use, sale, storage, or distribution - to possess, use, sale, store, or distribute any equipment, device, or equipment used for the purpose of preparing or taking drugs

Drug Use/Possession Excluding Alcohol (DRU)-Level III - (illegal drug possession or use) The use or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

Due process - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. ([F.S. 1006.07](#))

Edibles - commercially produced food items made with marijuana oil, but no other form of marijuana, that are produced and dispensed by a medical marijuana treatment center.

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 [F.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.S. 552.241](#).

Explosive devices possession, use, sale, or distribution (not firecrackers, fireworks) - an explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators

Expulsion - Removal of the right and obligation of a student to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance. Expulsion can also mean alternative placement.

Extortion/blackmail/coercion - the use of threat or intimidation to obtain anything of value from another person, including, but not limited to, money

Extracurricular - any school-authorized or education-related activity occurring during or outside the regular instructional school day. ([F.S. 1006.15](#))

FLAKKA – Synthetic drug that can be snorted, smoked, injected or swallowed. This designer drug is sweeping the State of Florida.

Failure to comply with class/school rules - violation of specified posted or written school or class rule that is not necessarily a disruptive behavior; e.g.: repeatedly chewing gum, repeatedly tardy for class, etc.

False fire alarm/911 call - whoever, without reasonable cause, by outcry or the ringing of bells, or otherwise makes or circulates, or causes to be made or circulated, a false alarm of fire or 911 call

False report involving school, school personnel's property, school transportation or school sponsored activity- Making a false report with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, or other deadly explosive.

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

Firearm - means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. ([F.S. 790.001\(6\)](#))

***Firearm, possession, use, or sale of** - Possession, use, or sale of any firearm, on school property, school-sponsored transportation or during a school-sponsored activity. A firearm, is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. ([F.S. 790.001\(6\)](#))

Fireworks/firecrackers - possession, use, sale, storage, or distribution of fireworks or firecrackers or associated devices

Forgery of a document or signature - to fashion or reproduce for fraudulent purposes

Gambling - one who participates in games of chance or skill for money or profit

Grievance procedure - The process of filing appropriate forms resulting from a complaint filed by a student. Forms may be obtained from the principal.

Harassment - Any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

Hazing - to persecute or harass with meaningless, difficult, or humiliating tasks whether its mental and/or physical.

Homicide/murder - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification. Law enforcement must be notified.

Illicit drug - A drug not allowed by law, custom, rule, etc.

Imitation firearm – Any toy gun, replica of a firearm, air-soft gun that fires nonmetallic projectiles, or other device that is so substantially similar in coloration and overall appearance to a firearm.

Inappropriate activity - any activity that is disruptive and/or inappropriate in a school setting that does not fit into another category

Incendiary device - means any material, substance, device, or combination thereof which is capable of supplying the initial ignition and/or fuel for a fire and is designed to be used as an instrument of willful destruction.

Intentionally striking a staff member intervening in a fight - intentionally striking or violently struggling with a staff member intervening in a fight or confrontation

Kidnapping or abduction - forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to hold for ransom or reward or as a shield or hostage; commit or facilitate commission of any felony; inflict bodily harm upon or to terrorize the victim or another person. Law enforcement will be notified.

Leaving School Grounds without permission - unauthorized leaving of the school grounds

Lying/misrepresentation - intentionally providing false or misleading information to, or withholding valid information from a school staff member

MDMA/"Molly" – Methylenedioxy-methamphetamine is a pure form of an ingredient found in Ecstasy.

Motor vehicle theft - theft or attempted theft of a motor vehicle; anything that is self-propelled

Obscene, lewd, or inappropriate act - the use of oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting

Other potentially dangerous weapons/items - any instrument or object, other than firearms or knives, deliberately used to inflict harm on another person, or used to intimidate any person

Out of Assigned Area - out of assigned area without permission and/or in a restricted access area without permission

Permissible absence - An absence which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstance. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. Work missed may be made up by the student.

Petty theft/stealing 1 (\$0-\$10) - the unlawful taking, carrying, or lending of property less than \$10.00 in value from the possession or constructive possession of another person

Petty theft/stealing 2 (\$10 -\$25) - the unlawful taking, carrying, lending, or riding away of property more than \$10, but less than \$25 in value from the possession, or constructive possession of another person

Petty theft/stealing 3 (\$25-\$50) - the unlawful taking, carrying, lending, or riding away of property more than \$25, but less than \$50 in value from the possession, or constructive possession of another person

Physical aggression (not involving law enforcement) - the intentional physical aggression of one party against another person such as pushing, punching, or striking

Plagiarism - The unauthorized use of someone else's material, which is then presented as being the result of the plagiarist's own primary research, creative impulse or insight. Plagiarism technically encompasses the borrowing of ideas of others, as well as their exact words or allowing one's own personal work or homework to be copied

Possession/use of tobacco products - possession, use, sale, storage, or distribution of tobacco products on school district property

Profane/obscene language - abusive, profane, obscene, or vulgar language (verbal, written, or gestures) or conduct in the presence of another person

Prohibited items - An item prevented by law or by an order.

Public display of affection - engaging in overtly amorous contact or language not appropriate in a school setting

Remote learning - is where the student and the educator, or information source, are not physically present in a traditional classroom environment. Information is relayed through technology, such as discussion boards, video conferencing, and online assessments.

Robbery - the taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and /or by putting the victim in fear

Synthetic Drug - substances that mimic marijuana, cocaine and other illegal **drugs** are making users across the nation seriously ill, causing seizures and death.

Sexual battery (attempted or actual forcible penetration) - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object. Law enforcement must be notified.

Sexual harassment - any slur, innuendo, or other physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational work environment; has the purpose or effect of unreasonably interfering with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities; sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature

Sexual misconduct - engaging in a sex act or physical conduct of a sexual nature; the unlawful sexual intercourse, sexual contact or other unlawful behavior or conduct intended to result in sexual gratification without force or threat and where the victim is capable of giving consent

Stealing more than \$50 - the unlawful taking, carrying, leading, or riding away of property more than \$50, in value from the possession or constructive possession of another person or entity (meaning school)

Suspension - Removal of students from their regular school program for a period not to exceed 10 school days. Pursuant to [Florida Statutes 1006.09](#), no student who is required by law to attend school shall be suspended for unexcused absence or truancy.

Tardiness, Habitual - consistently late to class or school

Tear gas gun or chemical weapon or device - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-

defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. [\(F.S. 790.001\(3\)\(b\)\)](#)

Threat against school, school personnel's property, school transportation or school sponsored activity - Threatening to throw, project, place, or discharge any destructive device with intent to do bodily harm.

Threat, non-criminal - a threat (less serious than assault) by word or act to do violence to another person or his/her property; e.g.: "You better watch your back", "I'm going to get you after school."

Trespassing - to enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion, employees not required by their employment to be at the particular location; and unauthorized persons who enter or remain on campus or school district facility or sponsored activity after being directed to leave

Truancy/Unexplained Absence - An absence from class or school that the reason or excuse is inadequate or does not meet the criteria for an excused absence

Unauthorized possession or use of prescription medication - to possess, use, sell, store, or distribute or be under the influence of any substance which requires a physician's prescription, or any over-the-counter medication without parent/guardian approval and school notification

Unauthorized sale/distribution of materials (non-criminal) - unauthorized selling or distributing of materials not generally considered illegal; e.g.: candy

Unexcused absence - An absence which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit.

Unintentionally striking a staff member intervening in a fight - unintentional striking or violently struggling with a staff member intervening in a fight or confrontation

Unknown weapon possession - type of instrument or object unknown at the time of the report

Unserviced detention (extended) - unexcused absence from a scheduled extended detention

Unserviced detention (regular) - unexcused absence from a scheduled regular detention

Unserviced detention (Saturday) - unexcused absence from a scheduled Saturday detention

Use of intoxicants - the inappropriate use of intoxicants, including but not limited to, glue, solvents, butane, and whipped cream, for the purpose of obtaining a mood-modifying experience

Vandalism more than \$100 (includes time and labor) - the willful and/or malicious destruction, damage, or defacement of public or private property, real or personal, including bus seats and buses, without the consent of the owner or the person having custody or control of it. This includes graffiti.

Weapon - A weapon may be, but is not limited to, any firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slung shot (a small mass of metal, stone, sand, or similar material fixed on a flexible handle, strap, or the like, used as a weapon.), billie [billie (also spelled billy) club, night stick, a stick of less than arm's length, usually made of wood, plastic, or metal], tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife [F.S. 790.001(13)] or any item used with intent to cause bodily harm to another individual.

Weapon/knife possession - the possession of any knife that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, and common pocket knives or any item used with intent to cause bodily harm to another individual.

APPENDICES

DRAFT

Gadsden Public School District
Declaration of Intent to Terminate School Enrollment



"Putting Children First"

Compulsory Attendance Requirements

- All youths between the age of 6 and under 16 per [Florida Statute 1003.21](#) must attend school.
- Students ages 16 and 17 are not required to attend school when and if a FORMAL DECLARATION OF INTENT TO TERMINATE SCHOOL ENROLLMENT FORM AND DOE EXIT SURVEY is on file with the district, and must be completed by Parent/Guardian and Student.

These forms are available with the Guidance Counselor at your child's school.

Elijah Key, Superintendent of Schools
35 Martin Luther King, Jr. Boulevard
Quincy, Florida
32351

Phone: (850) 627-9651 Fax: (850) 627-2760

**Florida Department of Education
Exit Interview Student Survey**

School Name:	School District:
Student Name:	Student DOB:
Grade Level:	Date:

Directions: Please ~~circle~~ **check** the response that best describes your experience or provide a description of your experience in the ~~space~~ **tables** provided.

1. Which of the following best describes your **primary** reason for terminating school enrollment?

<input type="checkbox"/> Classes were not interesting/bored	<input type="checkbox"/> Student-teacher conflict
<input type="checkbox"/> Missed too many days and could not catch up	<input type="checkbox"/> Employment/have to work full-time
<input type="checkbox"/> Did not like school	<input type="checkbox"/> Friends dropped out
<input type="checkbox"/> Failing classes/couldn't keep up with school work	<input type="checkbox"/> Failed to pass FCAT Florida Required Assessment
<input type="checkbox"/> Illness	<input type="checkbox"/> Intimidated/Threatened/Bullied
<input type="checkbox"/> Became a parent	<input type="checkbox"/> Migrant
<input type="checkbox"/> Getting married	<input type="checkbox"/> Homeless
<input type="checkbox"/> Felt like I did not belong	<input type="checkbox"/> Family Problems
<input type="checkbox"/> Expelled from school	<input type="checkbox"/> Other

2. Which of the following best describes your **secondary** reason for terminating school enrollment?

<input type="checkbox"/> Classes were not interesting/bored	<input type="checkbox"/> Student-teacher conflict
<input type="checkbox"/> Missed too many days and could not catch up	<input type="checkbox"/> Employment/have to work full-time
<input type="checkbox"/> Did not like school	<input type="checkbox"/> Friends dropped out
<input type="checkbox"/> Failing classes/couldn't keep up with school work	<input type="checkbox"/> Failed to pass FCAT Florida Required Assessment
<input type="checkbox"/> Illness	<input type="checkbox"/> Intimidated/Threatened/Bullied
<input type="checkbox"/> Became a parent	<input type="checkbox"/> Migrant
<input type="checkbox"/> Getting married	<input type="checkbox"/> Homeless
<input type="checkbox"/> Felt like I did not belong	<input type="checkbox"/> Family Problems
<input type="checkbox"/> Suspended from school often	<input type="checkbox"/> Other
<input type="checkbox"/> Expelled from school	

3. What would have improved your chances of staying in school? (~~Circle~~ **Check** all that apply.)

<input type="checkbox"/> Opportunities for real-world learning (internships, service learning)	<input type="checkbox"/> Better communication with your parents
<input type="checkbox"/> Better teachers	<input type="checkbox"/> Increased parental involvement
<input type="checkbox"/> Smaller classes	<input type="checkbox"/> Less freedom and more supervision from parents
<input type="checkbox"/> More individualized instruction	<input type="checkbox"/> Less freedom and more supervision from school officials
<input type="checkbox"/> Better communication with your teachers	<input type="checkbox"/> Other

Exit Interview Student Survey (continued)

4. What actions did your school personnel take to keep you enrolled in school?

- Provide student counseling
- Scheduled a conference with parent(s), guardian(s), student, and school staff
- Discussed and offered options for tutoring
- Discussed the consequences of dropping out
- Discussed and offered options for continuing education in a different environment (e.g., Adult Education, home school, virtual school, hospital homebound)
- Discussed and offered alternative options for graduation (e.g., diploma options, GED Exit Option or GED Testing)
- Conducted home visits
- Referred student to agencies/programs to address problems interfering with school success (e.g., substance abuse counseling, psychological counseling, family counselor)
- Discussed and offered participation in a credit recovery course/program
- Discussed and offered access to Dropout Prevention Program(s) (e.g., alternative education, disciplinary, teenage parent)
- Tracked student progress (by teacher, counselor, social worker, graduation coach, etc.)
- Changed or revised course schedule
- Implemented intervention contracts (e.g. attendance or behavior)
- Student reported that school staff took no action
- Other

Please check and sign below to certify that each of the following statements were addressed by school personnel.

I am at least 16 years of age and it is my intent to terminate my school enrollment. I received counseling from a guidance counselor or other school personnel which addressed the following:

- Terminating school enrollment prior to graduation will likely reduce my potential earnings and negatively affect my career options.
- Termination of school enrollment will result in the revocation/denial of my driving privileges until age 18
- My reasons for leaving school prior to graduation.
- Possible actions that could keep me from leaving school prior to graduation.
- Options for continuing my education in a different environment, e.g., Adult Education or GED testing.
- For Bright Futures eligibility, GED students must complete credit requirements before taking GED exam.

Student Signature:	Date:
Parent/Guardian Signature: (if student is under 18 years of age)	Date:
School Personnel Signature:	Date:

Optional:

1. What is the highest level of education completed by your maternal parent/guardian? (~~circle~~ check one)

- Elementary Middle School High School College Graduate School Unknown

2. What is the highest level of education completed by your paternal parent/guardian? (~~circle~~ check one)

- Elementary Middle School High School College Graduate School Unknown

**Florida Department of Education
Exit Interview
(Designated School Personnel)**

To be completed by school guidance counselor or other school personnel:

School Name:	School District:
Student Name:	Withdrawal date:
Grade Level:	Student ID#:
Student DOB:	School Transcript: <i>(Please attach)</i>

What is the **primary** reason the student is terminating school enrollment (~~check~~ **check** one)

<input type="checkbox"/> Classes not interesting	<input type="checkbox"/> Marriage	<input type="checkbox"/> Employment
<input type="checkbox"/> Student/teacher conflict	<input type="checkbox"/> Parenting	<input type="checkbox"/> Suspended to often
<input type="checkbox"/> Friends dropped out	<input type="checkbox"/> Illness	<input type="checkbox"/> Homeless
<input type="checkbox"/> Failing classes	<input type="checkbox"/> Migrant	<input type="checkbox"/> Truancy/absenteeism
<input type="checkbox"/> Did not like school	<input type="checkbox"/> Expelled	<input type="checkbox"/> Failed to pass FCAT Florida Required Assessment
<input type="checkbox"/> Family problems	<input type="checkbox"/> Intimidated/Threatened/Bullied	

Other:

Was the student in an alternative program prior to withdrawal from school? YES NO
 If no, was an alternative program available YES NO
 If yes, describe the alternative program:

Had the student received individual counseling prior to this meeting: YES NO
 If no, was counseling made available to the student? YES NO

Has a child study team been convened on the student's behalf? YES NO
 If yes, please list the interventions taken by the child study team:

Was the student involved in school sponsored extracurricular activities YES NO
 Does the student have an IEP or Section 504 Accommodation Plan YES NO
 Has the student received any remediation services in the past two (2) years? YES NO
 If yes, please describe the remediation services:

What is the average number of days the student was absent over the past two (2) years Year 1 Year 2

How many unexcused absences or tardies has the student accumulated over the past two years?

Unexcused Absences:	Year 1	Year 2
Unexcused Tardies:	Year 1	Year 2

What interventions did the school attempt in response to unexcused absences or tardinesses of the student while enrolled?

<input type="checkbox"/>	Communication between the school/teacher and the family/school	<input type="checkbox"/>	Attendance contract
<input type="checkbox"/>	Formal meeting with the parent	<input type="checkbox"/>	Mentoring
<input type="checkbox"/>	Changes to the learning environment	<input type="checkbox"/>	Referral to other agencies/services on behalf of family needs
<input type="checkbox"/>	Student counseling	<input type="checkbox"/>	Truancy petition
<input type="checkbox"/>	Tutoring	<input type="checkbox"/>	Other (please describe)

Has the student ever been suspended?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Has the student ever been expelled?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Is the student eligible for the free/reduced lunch program?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Does the student plan to earn a GED? If yes, inform student, for Bright Futures eligibility, GED students must complete credit requirements before taking GED exam.

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Has the student been informed of options for continuing his/her education?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Has the parent been notified of the student's intent to terminate school enrollment?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

If yes provide the date of parent notification:

The student has identified the following as actions that could be taken to keep them in school

<input type="checkbox"/>	Opportunities for real-world learning (internships, service learning)	<input type="checkbox"/>	Better communication with your parents
<input type="checkbox"/>	Better teachers	<input type="checkbox"/>	Increased parental involvement
<input type="checkbox"/>	Smaller classes	<input type="checkbox"/>	Less freedom and more supervision from parents
<input type="checkbox"/>	More individualized instruction	<input type="checkbox"/>	Less freedom and more supervision from school officials
<input type="checkbox"/>	Better communication with your teachers		

Other:

Has the student completed the student survey?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

If no, how many attempts did the school make to obtain a completed survey from the student? _____

The following section is included to encourage dropout retrieval efforts.

Three (3) month follow-up: (Please check all that apply)

Method of contact:

- Letter (Level I) Phone Call (Level II) Home visit (Level III)
 Contact successful Contact unsuccessful

Employment status:

- Employed full-time Employed part-time Unemployed Unknown

Education status:

- Working on GED Earned GED Enrolled in another school (private/vocational) Unknown

Other (please explain)

Did the student return to school following this contract? YES NO

Final contact (prior to start of next school year)

Not applicable: Student returned to school **Date:** _____

Method of contact:

- Letter (level I) Phone call (level II) Home visit (level III)
 Contact successful Contact unsuccessful

Employment status:

- Employed full-time Employed part-time Unemployed Unknown

Education status:

- Working on GED Earned GED Enrolled in another school (private/vocational) Unknown

Other (please explain)

Did the student return to school following this contract? YES NO

School Violence: Suggested Prevention By District Safety Committee

School violence can be prevented. Research shows that prevention efforts – by teachers, administrators, parents, community members, and even students – can reduce violence and improve the overall school environment. No one factor in isolation causes school violence, so stopping school violence involves using multiple prevention strategies that address the many individual, relationship, community, and societal factors that influence the likelihood of violence. Prevention efforts should ultimately reduce risk factors and promote protective factors at these multiple levels of influence.

A. What Is a School Crime Watch?

Based on the Neighborhood Watch concept, a school crime watch helps youth watch out for each other to make the entire school area safer and more enjoyable. The school crime watch is a student-led effort that helps youth take a share of responsibility for their school community. Youth who participate in a school crime watch learn how to keep from becoming victims. They also learn the best ways to report suspicious activities or arguments between students before they turn into fights or other disturbances.

B. Planning a Successful Project

For more information on how to plan a successful project, see the National Youth Network's Planning a Successful Crime Prevention Project. This 28-page workbook explains the five steps of the Success Cycle:

- Assessing Your Community's Needs.
- Planning a Successful Project.
- Lining Up Resources.
- Acting on Your Plans.
- Nurturing, Monitoring, and Evaluating.

The workbook includes six worksheets for you to take notes on. You can get a copy of this planning workbook from the Juvenile Justice Clearinghouse, listed in the Resources section.

C. What Are Some Possible School Crime Watch Activities?

Student Patrol Program

A student patrol can be a powerful component of a school crime watch. These groups go beyond traffic safety patrol programs. They look for and report signs of crime and help keep crime off campuses. This moves the program from an informational and teaching posture to one of action. Patrol activities include monitoring halls and parking lots between classes and during lunch. This alone can reduce the number of crime related incidents. In schools with active patrols, crime has dropped 20 to 75 percent. Recognize, however, that if the patrol is not accepted by a majority of students, it can easily be seen as a group of "snitches."

Anonymous Reporting System

Another school crime watch activity is setting up an anonymous reporting system. A reporting system is critical to the success of a school crime watch program. Students should report crime or incidents because they are serious issues, not because they want to get someone they don't like into trouble. If an incident is not reported, it might escalate into a dangerous situation for the students involved. Reporting should be done on an anonymous basis, and all crime watch reports should be kept confidential. Such a reporting system can produce tips on areas to watch on the school grounds and reveal other issues of concern to students.

Crimestoppers International and Youth Crime Watch of America have worked with schools to implement these kinds of programs and can provide you with more specific information..

D. Other Activities for School Crime Watch

Student crime watch programs can perform a number of other activities to promote the overall health of the school. These include: Hosting drug- and alcohol-free parties.

- Sponsoring crime prevention fairs.
- Working with local elementary schools on child safety issues.
- Writing a column about crime prevention for your local or school newspaper.
- Presenting daily or weekly crime prevention tips over the PA system during morning announcements.
- Teaching drug prevention, personal safety, and conflict resolution to peers and younger students.
- Organizing school cleanups.

Resources –

For more information, contact one of the following organizations or visit the U.S. Department of Justice Kids Page Web site at www.usdoj.gov/kidspage. This site includes information for kids, youth, parents, and teachers.

Juvenile Justice Clearinghouse

P.O. Box 6000
Rockville, MD 20849–6000
800–638–8736
301–519–5212 (Fax)
Internet: www.ncjrs.org/ojjhome.htm

National Crime Prevention Council

1700 K Street NW., Second Floor
Washington, DC 20006–3817
202–466–6272
Internet: www.ncpc.org

Youth Crime Watch of America

9300 South Dadeland Boulevard, Suite 100
Miami, FL 33156
305–670–2409
305–670–3805 (Fax)
Internet: www.ycwa.org

National School Safety Center

4165 Thousand Oaks Boulevard
Westlake Village, CA 91362
805–373–9977
Internet: www.nsscl.org

Scholastic Crimestoppers International

Larry Wieda
4441 Prairie Trail Drive
Loveland, CO 80537
303–441–3327
303–441–4327 (Fax)
Internet: www.c-s-i.org



**Gadsden County School District
BULLYING AND HARASSMENT FINAL REPORT FORM**

School Personnel Completing Form:	Position:
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Today's Date	Month	Day	Year	School:
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Name of Person Who Reported the Incident (From Reporting Form):

Date of Initial Report:	Telephone:	E-mail:
--------------------------------	-------------------	----------------

Student	Parent/guardian	Other (specify)
Written Report (form)	Verbal Report	Other (specify) Anonymous Report

Name of alleged victim:

Male/Female	Grade	Age	Race	Disabled <input type="checkbox"/> YES <input type="checkbox"/> NO	Days absent as a result of the incident:
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Name(s) of alleged offender(s) (if known)	Age	School	Is he/she a student?		Days absent due to incident (include OSS)
			YES	NO	

INVESTIGATION

3. Parents/legal guardians of all involved were notified after the investigation was initiated.

Date:	Method:
--------------	----------------

4. What actions were taken to investigate this incident? (choose all that apply)

<input type="checkbox"/> Interviewed alleged victim Date:	<input type="checkbox"/> Interviewed alleged victim's parent/guardian Date:
<input type="checkbox"/> Interviewed alleged offender(s) Date:	<input type="checkbox"/> Interviewed alleged offender's parent/guardian Date:
<input type="checkbox"/> Interviewed witnesses Date:	<input type="checkbox"/> Examined physical evidence
<input type="checkbox"/> Witness statements collected in writing	<input type="checkbox"/> Conducted student record review (for past incidents, etc.)
<input type="checkbox"/> Reviewed any medical information available	<input type="checkbox"/> Obtained copy of police report
<input type="checkbox"/> Interviewed teacher/relevant school staff Date:	<input type="checkbox"/> Other (specify)

5. Nature of Incident: Possible reasons/alleged motives for the bullying incident (choose all that apply – be specific)

<input type="checkbox"/> Because of race	<input type="checkbox"/> Because of physical appearance
<input type="checkbox"/> Because of national origin	<input type="checkbox"/> To impress others
<input type="checkbox"/> Because of marital status	<input type="checkbox"/> Just to be mean
<input type="checkbox"/> Because of gender	<input type="checkbox"/> Past conflicts
<input type="checkbox"/> Because of gender identity	<input type="checkbox"/> Retaliation
<input type="checkbox"/> Because of religion	<input type="checkbox"/> Because of another reason (specify):
<input type="checkbox"/> Because of imbalance of power	<input type="checkbox"/> The reason is unknown

6.	Brief summary of incident:
7.	Where has the alleged bullying/harassment occurred:
8.	Was a clear threat involved? <input type="checkbox"/> YES <input type="checkbox"/> NO
9.	<p>Frequency and History: Did the alleged bullying occur at regular times/occasions/places? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>How Often?</p> <p>Have any incidents occurred in the past by the same person/people? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Any past incidents from a different person/people? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

10. Effects of the bullying or harassment incident:

<input type="checkbox"/>	Disrupted school environment and the educational process
<input type="checkbox"/>	Physical Harm. Any possible permanent effects? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/>	Emotional/psychological harm or discomfort
<input type="checkbox"/>	Absenteeism
<input type="checkbox"/>	Damage to reputation and/or relationships
<input type="checkbox"/>	Other (specify)

11. What corrective actions were taken in this case?

UNSUBSTANTIATED

SUBSTANTIATED – LEVEL III

<input type="checkbox"/>	Parent contact	<input checked="" type="checkbox"/>	Parent contact
<input type="checkbox"/>	Student conference	<input type="checkbox"/>	Behavior/No Contact contract
<input type="checkbox"/>	Student warning	<input type="checkbox"/>	Suspension from bus – How many days _____
<input type="checkbox"/>	Withdrawal of privileges	<input type="checkbox"/>	In-school suspension – How many days _____
<input type="checkbox"/>	Detention – How many days _____	<input type="checkbox"/>	Out-of-school suspension – How many days _____
<input type="checkbox"/>	In-school suspension – How many days _____	<input type="checkbox"/>	Referral to law enforcement
<input type="checkbox"/>	Counseling: Details _____	<input type="checkbox"/>	Counseling: Details _____
<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	Other (specify) _____

12. What actions were taken in this case to protect the victim? (choose all that apply in both cases of substantiated and unsubstantiated incidents)

<input checked="" type="checkbox"/>	Safety plan in place	<input type="checkbox"/>	No contact directive
<input checked="" type="checkbox"/>	Monitoring situation	<input type="checkbox"/>	Additional bullying prevention education delivered
<input checked="" type="checkbox"/>	Schedule change	<input type="checkbox"/>	Following-up meeting in place
<input checked="" type="checkbox"/>	Transportation supervision	<input type="checkbox"/>	Counseling: Details _____
<input type="checkbox"/>	Recommended staff the victim can go to if they feel unsafe	<input type="checkbox"/>	Other: _____

13. Parents/legal guardians of all involved were notified that the investigation is complete.

Date: _____ **Method** _____

14. Parents informed of the investigation outcome and the actions taken to protect the victim. **Date** _____

Informed: By Phone In Parent Conference By Letter

15. Additional pertinent information gained during investigation _____

(Attach a separate sheet if necessary)

16. Physical evidence collected _____

(Attach a separate sheet if necessary)

This allegation is:

Substantiated

Unsubstantiated

17. Entered in district discipline system: Yes No

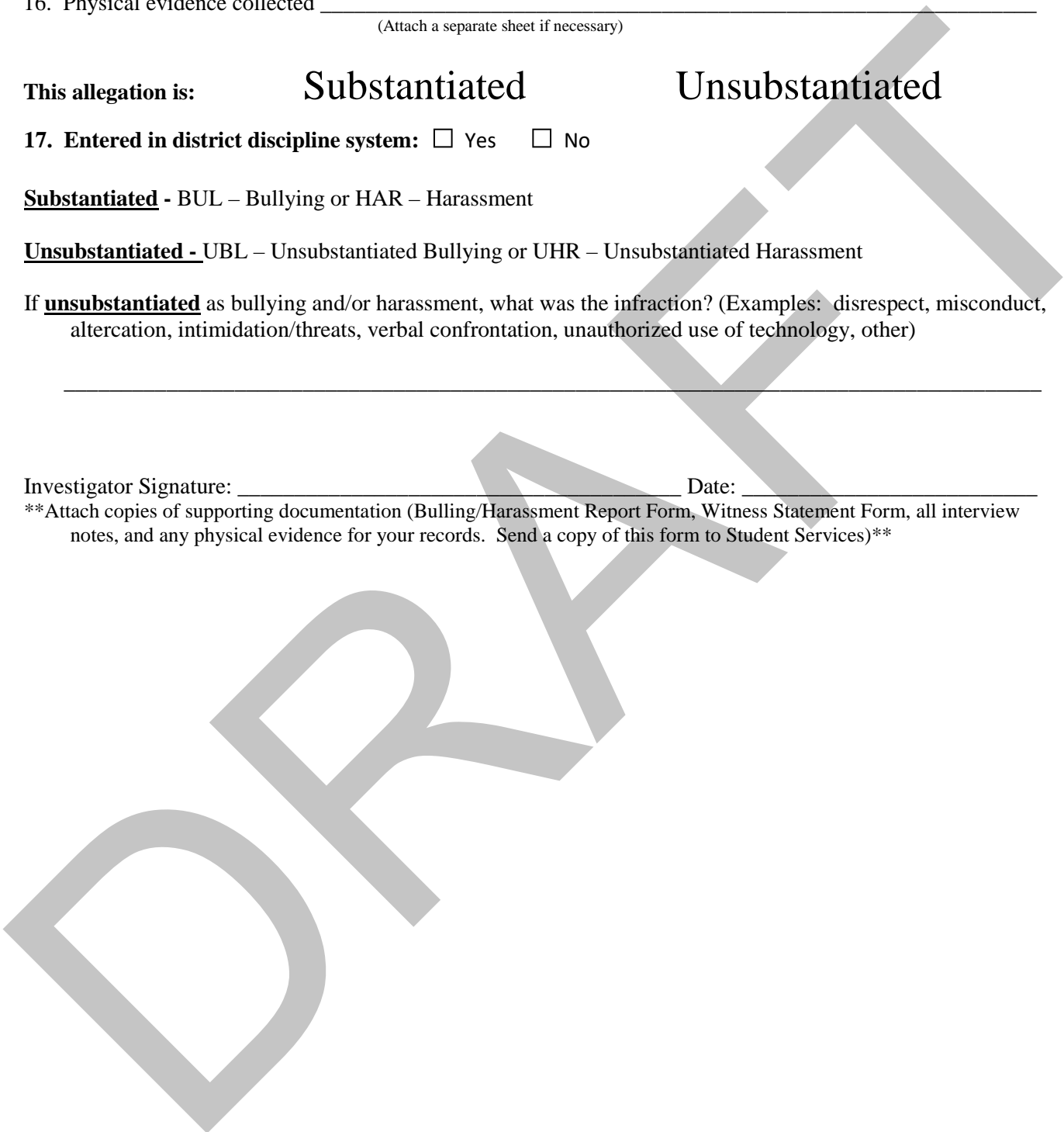
Substantiated - BUL – Bullying or HAR – Harassment

Unsubstantiated - UBL – Unsubstantiated Bullying or UHR – Unsubstantiated Harassment

If **unsubstantiated** as bullying and/or harassment, what was the infraction? (Examples: disrespect, misconduct, altercation, intimidation/threats, verbal confrontation, unauthorized use of technology, other)

Investigator Signature: _____ Date: _____

Attach copies of supporting documentation (Bullying/Harassment Report Form, Witness Statement Form, all interview notes, and any physical evidence for your records. Send a copy of this form to Student Services)



Bullying or Harassment Reporting Form (Rev. 5/13)

This form should be used to report a possible incident of bullying as defined in the Gadsden County School District's Policy Prohibiting Bullying and Harassment.

Any student can report bullying or harassment by talking to an administrator or completing this form and returning it to an assistant principal or principal. This form can be placed in the school's designated drop off spot for anonymous reporting.

PLEASE PRINT

Your name (optional): _____

School: _____

Name(s) of student(s) accused of bullying and/or harassment: _____

Is this the first time you have been bullied or harassed? Yes No
If NO, is the bullying by the same person(s) or a different person(s): Same person Different person
Were any of these incidents previously reported? Yes No To Whom: _____

Where do the incidents happen (choose all that apply)
 On school property At a school sponsored activity or event off of school property On the computer
 On a school bus On the way to/from school Other
On what dates did the incidents happen? _____

Choose the statement(s) that best describes what happened (choose all that apply)
 Teasing Threat Stalking Theft Cyberbullying
 Social exclusion Intimidation Physical violence Public humiliation other

What did the alleged offender(s) say or do? _____

Were there any witnesses? Yes No

Signature of student/employee completing this form (optional) _____ Date _____

Thank you. This report will be followed up in a prompt manner. By completing this form, you are verifying that your statements are true and exact to the best of your knowledge. If you fear a student is in IMMEDIATE danger, please contact a trusted adult right away!

For Office Use Only

Date Received: _____

Bullying Witness Statement Form (Rev. 5/13)

This form must be completed when there is a witness to an incident of alleged bullying. One form must be completed for each witness. All witness statements that relate to one incident should be attached to the Bullying or Harassment Reporting Form.

DATE OF INTERVIEW: _____

WITNESS NAME	WITNESS TITLE (ex. Parent, Student, or Teacher)
VICTIM NAME	
ACCUSED NAME	
PRINCIPAL/SCHOOL	INCIDENT DATE

Describe the location where the incident took place:

Description of incident witnessed:

Did you take any action to intervene? Yes No
 If so, what did you do?

Have you witnessed any other bullying/harassing behavior towards the victim before? Yes No

If yes, was it by the accused or someone different? Yes No

List any other witness names and grades:

I agree that all the information on this form is accurate and true to the best of my knowledge.

 Signature of witness Date

 Name of person interviewing witness

Bullying Complaint Report Form

This report **MUST** be completed to file a complaint relating to an incident of alleged bullying (*for the purpose of this form, bullying encompasses bullying, harassment, and discrimination*) and turned in to the school Principal/ designee of the victim’s home school or the appropriate area/district office.

PERSON FILING COMPLAINT (last, first, middle)	SEX	GRADE
VICTIM’S NAME (last, first, middle)	SEX	GRADE
ACCUSOR’S NAME (last, first, middle)	SEX	GRADE
SCHOOL SITE (or site where incident occurred)	HOME SCHOOL/DEPT. OF VICTIM	
PRINCIPAL/ADMINISTRATOR	INCIDENT DATE / /	

Describe the location where the incident took place: _____

Describe the incident: _____

List all witness names and grades: List evidence of bullying (letters, photos, etc. – attach evidence if possible):

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature of complainant _____

Date _____

Be sure to attach any supporting documentation/evidence/investigation.

Action	Agreed to Informal Resolution (Student-Student only)	Formal Resolution	Appeals: Referral to Area Superintendent and/or Appropriate Area/District
Date			
Outcome			
Signatures			

Thank you. This report will be followed up within 2 school/work days.

If you fear a student is in IMMEDIATE danger, please contact the police immediately!

CLASSROOM BEHAVIOR MANAGEMENT FORM FOR MINOR OFFENSES IN K-12 SCHOOLS

STUDENT _____ I.D. _____ DATE _____
 TEACHER _____ SUBJECT _____ PERIOD _____
 CIRCLE IF APPLICABLE TO STUDENT: ESE _____ ESOL _____

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

 Teacher Signature

 Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
 (DATE) (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. **[Send this form and the student to the office.]**

 Date/Time Student Sent

 Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

Discipline Incident Form

Gadsden County Public Schools

School

Student #	Student name	Date	Time	Officer #	Reported by	Location
-----------	--------------	------	------	-----------	-------------	----------

Incident Codes:

- AR Arson
- AS Assault, Personnel/Student
- AU Alcohol, Using/ Possession
- BA Battery, Personnel/Student
- BE Breaking & Entering/Burglary
- BU Bullying, Cyber/Physical/Verbal
- DE Defiance/Disrespectful
- ID Disruptive, Classroom/Bus
- DC Disruption on Campus/Major
- DI Driving Infraction
- DU Drugs, Use/Sale/Possession
- ED Electronic Device, School/Bus
- EX Extortion
- FI Instigating a Fight
- FO Fighting

Please check the appropriate infraction and circle the action/category if needed

- FR Failure to Report as Assigned
- HA Harassment, Physical/Sexual/Verbal
- HP Horse-playing, Campus/Bus
- II Inappropriate, Behavior/Clothing/Gesture/Language
- I2 Indecent Exposure
- LS Leaving School Grounds/Activity/Class
- OD Defacing/Destroying Property, School/Student
- SX Sexual, Act/Activity/Battery
- SG Stolen Goods, Possession
- T1 Threat, Property/Student/Personnel
- TL Theft, Personnel/School/Student
- TO Tobacco, Using/Possession
- TP Trespassing on School Campus/Activity
- VA Vandalism
- WF Weapon, Possession/Use

Detailed Information:

A. More Serious B. Less Serious

Drugs: M- Marijuana N- Non Controlled Substance

Incident needs to be reported to Law Enforcement: yes or no

Weapon: Description _____

of weapons _____

Student in possession of weapon(s) Yes No

Student arrested: Yes No

Comments:

Parental Contact

Parent Notification: Personal Contact Phone Message Written Communication

Name of Parent/Guardian: _____ Phone: _____

Notes:

Administrative Use Only

Administrative Disposition:

- | | | |
|--|---|--|
| <input type="checkbox"/> BR Bus Suspension | <input type="checkbox"/> DJ Placed in Time-Out | <input type="checkbox"/> DS Saturday Detention |
| <input type="checkbox"/> BS Ban from School Activities | <input type="checkbox"/> DK Require Restitution | <input type="checkbox"/> EX Recommending Expulsion |
| <input type="checkbox"/> DA Changed Assignment | <input type="checkbox"/> DN Assigned Detention | <input type="checkbox"/> IS In-School Suspension |
| <input type="checkbox"/> DG Referred to Guidance | <input type="checkbox"/> DO Work Detail | <input type="checkbox"/> LP Alternative Placement |
| <input type="checkbox"/> DH Conference w/ Student | <input type="checkbox"/> DP Parent Conference | <input type="checkbox"/> OS Suspension from School |

Number of Days: _____

Beginning Date: _____

Return Date: _____

SWD Student: If the student has received more than ten days

of suspension during the current school year a manifestation

meeting is required within 10 days.

Please check, if you sent notification to the Director

of Exceptional Student Education. (All suspensions requires

notification.)

Comment:

Action by: _____ Date: _____ Time: _____ Witness: _____

Principal / Asst principal / Dean: _____

Copies: White-Parents Canary-Teacher Pink-Office Gold-Bus Driver

ATTENDANCE & SOCIAL WORK REFERRAL FORM

School _____ Referred by _____ Date _____

Student's Name _____ Computer ID # _____

Date of Birth _____ Age _____ Grade _____ Gender _____

Mailing Address _____ Physical Address _____

PERSONAL INFORMATION
 (current only)

PARENT/GUARDIAN

Father _____ Phone (w) _____ (h) _____

Mother _____ Phone (w) _____ (h) _____

EMERGENCY CONTACT

Name _____ Relation _____ Phone _____

Specific directions to home (use major hwy, churches, businesses, left, right, landmarks, etc.)

Mark in attendance-key: excused tardy unexcused
 Total: _____ excused _____ tardy _____ unexcused

2021

Aug	16	17	18	19	20	23	24	25	26	27	30	31												
Sept	1	2	3	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30			
Oct	1	4	5	6	7	8	11	12	13	14	15	19	20	21	22	25	26	27	28					
Nov	1	2	3	4	5	8	9	10	12	15	16	17	18	29	30									
Dec	1	2	3	6	7	8	9	10	13	14	15	16	17											

2022

Jan	5	6	7	10	11	12	13	14	18	19	20	21	24	25	26	27	28	31						
Feb	1	2	3	4	7	8	9	10	11	14	15	16	17	18	22	23	24	25	28					
Mar	1	2	3	4	7	8	9	10	11	22	23	24	25	28	29	30	31							
Apr	1	4	5	6	7	8	11	12	13	14	18	19	20	21	22	25	26	27	28	29				
May	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	31			
June	1	2	3	6	7																			

INTERVENTIONS

(must provide written documentation)

3 unexcused (Teacher)

Date: _____

Summary of parent/child conference

5 unexcused (Guidance Counselor/Child Study Team)

Date: _____

8 unexcused (Administrator)

Date: _____

Summary: _____

8 unexcused-certified letter from school administrator (send copy of certified letter)

10 unexcused (send referral to Visiting Teacher)

Social Work Referral (state problem)

**GADSDEN COUNTY SCHOOL DISTRICT
LETTER OF ACKNOWLEDGMENT
and
NOTICE REGARDING CODE OF STUDENT CONDUCT
FOR SCHOOL YEAR 2021-2022**

In order to conserve resources, schools will not distribute paper copies of the *Code of Student Conduct* (Code) to every student. You can locate an electronic copy of the Code online at the District website at: www.gadsdenschools.org. **If you require a paper copy of the Code, please check the box where indicated below, sign and return this sheet, and one will be provided to your child.**

This Code has been adopted to help your son/daughter gain the greatest possible benefit from his/her education; therefore, please read and discuss the Code with your son/daughter. **To request a printed copy of the Code, please sign this sheet and return it to your child's teacher or guidance counselor.** I, as well as my child, acknowledge and will comply with the duties, responsibilities and requirements outlined in the Student Code of Conduct.

This form will be kept at the school. Training on the Code of Student Conduct will be provided to all students, teachers and administration during the first month of school.

FAILURE TO RETURN THIS REQUEST FORM WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OF STUDENT CONDUCT OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO GADSDEN COUNTY PUBLIC SCHOOL PROPERTY.

Please check only if you require a paper copy of the 2021-2022 *Code of Student Conduct*. **One (1) copy per household will be provided.**

Please provide a paper copy of the Code

Check here

_____ Name of your child's school

_____ Print Student Name

_____ Student Signature

_____ Date

_____ Print Parent/Guardian Name

_____ Parent/Guardian Signature

_____ Date

_____ School and Teacher Printed Name

_____ Teacher Signature

_____ Date

FOR DISTRICT USE ONLY

A copy of the Code of Conduct has been printed and returned to _____ on _____ . Please return this request and the paper copy of the Code to the parent/guardian of _____ .

_____ Signature of District Office Employee

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: July 27, 2021

TITLE OF AGENDA ITEM: Adoption/Approval of Policy Revisions

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This is to request approval to adopt/amend Gadsden County School Board policies:

- 3.40
- 6.918
- 8.50
- 9.30

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Dr. Sylvia R. Jackson 

POSITION: Assistant Superintendent for Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

GADSDEN COUNTY SCHOOL BOARD

REGULAR MEETING: July 27, 2021

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

CHAIRMAN	<p>The next agenda item is Item Number ____ which includes consideration of, and action upon adopting and/or amending School Board Policies. Based upon professional judgment and past experience, modifications of these policies will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on July 27, 2021, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on adopting and/or amending policies. This hearing is being electronically recorded. The hour is now ____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action. At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.</p>
SUPERINTENDENT	<p>Mr. Chairman, each member of the Board has been furnished a copy of the proposed policies previously described by you. I recommend that the Board adopt and/or amend School Board Policies.</p>
CHAIRMAN	<p>If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time. (QUESTIONS, COMMENTS, ETC., IF ANY.)</p>

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

THE HERALD
Published Weekly
Havana, Gadsden County, Florida
State of Florida
County of Gadsden

Before the undersigned authority personally appeared Mark Pettus, who on oath says that he is the publisher of The Herald, a weekly newspaper published at Havana, in Gadsden County, Florida; that the attached copy of the advertisement, being a Legal in the matter of Notice of Intent to Amend/ Adopt Policies

The above public notices were published in The Havana Herald newspaper in the issues of

June 3, 2021

Affiant further says that the said The Herald is a newspaper published at Havana, in said Gadsden County, Florida, and that the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each week and has been entered as second class mail matter at the post office in Havana, in said Gadsden County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporations any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Mark Pettus, who is personally known to me

Sworn to and subscribed before me this 3

Day of June, A.D. 2021

Seal 

Notary Public Colleen Sperry

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

DATE OF THIS NOTICE: May 25, 2021

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

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

RULEMAKING AUTHORITY: Subsection 1001.41(2), Florida Statutes

LAWS IMPLEMENTED: 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, F.S. SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

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

A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M. ON: Tuesday, July 27, 2021

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

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NAME OF THE PERSON ORIGINATING THIS RULE: Dr. Sylvia R. Jackson Area Director

NAME OF THE PERSON WHO APPROVED THIS RULE: Elijah Key Superintendent of Schools

DATE OF SUCH APPROVAL: May 25, 2021

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

Elijah Key, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida
1t: 6/3

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SAFE AND SECURE SCHOOLS

3.40+

I. Introduction

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

II. Orderly Environment

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

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

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

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

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

Emergency Response Agency

Agency	Address	Telephone	Type of Emergency
Quincy Police Department	121 E. Jefferson St. Quincy, FL 32351	850-627-7111	Public Safety/First Responder
Gadsden County Sheriff's Office	339 E. Jefferson St. Quincy, FL 32351	850-627-9233	Public Safety/First Responder
Gretna Police Department	120 Beech Ave. Gretna, FL 32332	850-856-5257	Public Safety/First Responder
Chattahoochee Police Department	32 Jefferson St. Chattahoochee, FL 32324	850-663-4383	Public Safety/First Responder
Havana Police Department	121 7 th Avenue E Havana, FL 32333	850-539-2800	Public Safety/First Responder
Quincy Fire Department	20 N. Stewart Street Quincy, FL 32351	850-875-7315	Emergency Medical Response/Fire Prevention
Midway Police Department	50 ML King Blvd Midway, FL 32343	850-574-3057	Public Safety/First Responder
Gadsden County Emergency Management	339 E. Jefferson St. Quincy, FL 32351	850-662-4068	Emergency Operations (Weather related disaster)

	Type of Emergency
Quincy Fire Department	Emergency Medical Response/Fire Prevention
Gadsden County Sheriff's Department	Public Safety/First Responder
Quincy Police Department	Public Safety/First Responder
Havana Police Department	Public Safety/First Responder
Chattahoochee Police Department	Public Safety/First Responder
Gretna Police Department	Public Safety/First Responder
Midway Police Department	Public Safety/First Responder
Gadsden County Emergency Management	Emergency Operations (Weather related disaster)

IV. Safety, Security and – Emergency Plans

A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Gadsden County Health Department.

- B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.
- C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.
- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.
- F. Emergency management and preparedness plans shall include notification procedures for weapon use and hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

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- I. Copies of school plans shall be provided county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.
- B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
 1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.
 2. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the student's parent or legal guardian. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.

3. The threat assessment team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.
4. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

VI. Safety – Procedures

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

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

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the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school that establishes policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

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

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

STATE BOARD OF EDUCATION RULE(S):

6A-1.0403, 6A-3.0171

HISTORY:

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

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Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

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CHAPTER 3.00 - SCHOOL ADMINISTRATION

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Adopted: 10/22/2019

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Chattahoochee Police Department	32 Jefferson St. Chattahoochee, FL 32324	850-663-4383	Public Safety/First Responder
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Midway Police Department	50 M.L. King Blvd Midway, FL 32343	850-875-8825 850-574-3057	Public Safety/First Responder
Gadsden County Emergency Management	9 E. Jefferson St. Quincy, FL 32353	850-875-8650	Emergency Operations (Weather related disaster)

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- C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional

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

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

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

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

VI. Safety – Procedures

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

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school that establishes policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.

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

VIII. Security

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

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

STATE BOARD OF EDUCATION RULE(S):

6A-1.0403, 6A-3.0171

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PAEC

Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Gadsden 3.40+

HISTORY:

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

CHAPTER 7.00 – BUSINESS SERVICES

WORKERS COMPENSATION RETURN-TO-WORK PROGRAM

6.918

In order to provide employees the opportunity to return to work as soon as possible after being injured while at work, and at the same time reducing the District's liability for workers compensation costs, it is the policy of the Gadsden County School Board to provide a formal Return-To-Work Program.

1. While injured employees may return to work only in accordance with direction from their authorized medical provider, it is the policy of the Gadsden County School Board to accommodate these employees by modifying the work requirements of their position or to temporarily place them in another appropriate position as necessary. In this way, they are provided the opportunity to work at their normal rate of pay during the time of their recovery.
2. These accommodations are temporary and will be limited to a maximum of 60 days.
3. The accommodations must be in accordance with restrictions provided by the authorized medical provider.
4. The employee will not be required to participate in the program; however, in such cases the employee's benefits will be limited under Workers Compensation Laws.
5. The District shall develop procedures for the implementation of this policy.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.23, F. S.

LAWS IMPLEMENTED: 1012.22, 1012.23, 1012.27, F. S.

HISTORY: **ADOPTED:**
REVISION DATE(S):
FORMERLY: NEW

CHAPTER 8.00 - AUXILIARY SERVICES

SCHOOL CONSTRUCTION BID PROCESS

8.50*

- I. All applicable laws and School Board policies shall be observed in all construction bid procedures. All construction or capital improvement bids shall be accompanied by evidence that the bidder holds an appropriate certificate or license or that the prime contractor has a current valid license.
 - A. Prequalification of Contractors. The Board shall prequalify contractors on an annual basis or for a specific project. This section is applicable to bids, construction management, design build, and any other construction services application.
 - B. Selection Process. Those contractors desiring to bid on Board projects must be prequalified. The Board may reject any application that contains inaccurate information.
 - C. Application. Each contractor, firm or person requesting pre-qualification shall submit an application. The application shall include the following:
 1. Detailed information setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crime statement and references.
 2. Audited financial information current within the past 12 months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
 3. General information about the contractor company, its principals, and its history, including state and date of incorporation, regardless of whether the contractor is resident or non-resident of the geographic area served by the Board.
 4. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors

entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - c. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - d. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
5. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.
 6. A list of projects completed within the last five (5) years, including dates, client approximate dollar value, size, and reference name ~~and contact information that includes phone and e-mail address~~ for each project.
 7. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
 8. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.

9. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate, and the signature shall be notarized.
- II. Alternative Construction Methods. The Facilities Department will consider the following factors when determining which construction method (traditional bid; design-build; construction management or negotiated contract) will be used for each project: scope of work of the project, complexity of the task, the schedule for construction, availability of skilled personnel in the local marketplace and past experience on other projects.
 - III. Advertising, Bidding and Awarding Contracts. Construction projects shall be advertised in a local newspaper within general circulation throughout the District for a minimum of once a week for three (3) consecutive weeks. The last notice shall appear at least seven (7) days prior to the ~~Q and A deadline~~ **date set for bid opening**. Projects estimated to cost less than \$300,000 shall be advertised for a minimum of one week. All applicable Florida Statutes, State Board of Education rules, and School Board rules shall be observed in school construction bid procedures.
 - IV. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education rules and contains the information needed by the prospective bidders to include ~~but not limited to~~ the following
 - A. Project name and location;
 - B. Brief statement describing the work
 - C. From whom and when contract documents are available, including deposit or charge;
 - D. Date, time and place relating to submitting of bids;
 - E. Pre-qualifications of bidder;
 - F. Procedures for presenting bids;
 - G. Conditions and terms for receiving bids;
 - H. Procedures to be followed in opening and presenting bids to the School Board; and,
 - I. Conditions for awarding contracts based on bids.
 - V. In addition to the publishing of the advertisement for bids, the bid documents shall be sent to at least three (3) prospective bidders. The advertisement or specifications shall not specify the use of materials or systems by a sole source.

- VI. Construction Bids. General conditions are all costs incidental to but are not incorporated into the project after it is completed. General conditions and the project contingency will be negotiated. General conditions include (but are not limited to) the following:
- A. Utilities including water, electric, phone, internet service, restrooms and septic services if required. Contractor is responsible for utilities until the District accepts the project as substantially complete or at the option of the Board, upon Final Completion.
 - B. Office Space which includes all costs related to rental and setup of those spaces.
 - C. Temporary Fencing and site security. The contractor has total control and is responsible for all liabilities on the Construction Site.
 - D. Equipment rental or purchase of equipment such as computers and copy machines.
 - E. Vehicles for mobility at the site such as golf carts. IF the contractor plans to rent company owned equipment to the project documentation shall be provided that the charges will not exceed rental cost. Cost to include fuel, repairs and maintenance. Rental should be consistent with industry standard.
 - F. Waste, trash, debris and disposal costs.
 - G. Erosion and dust control
 - H. Mobilization and demobilization.
 - I. Drinking water
 - J. Salaries of contractor staff working onsite. Contractor staff stationed at the home office and are related to the firms general operations should not be included.
 - K. Mileage reimbursement for travel to and from an employee's home is not reimbursable.
 - L. Safety and first aid cost.
 - M. Tools may be included. (Any tools or equipment paid for by the District will remain the property of the District).

- VII. Bid bonds shall be required on all new construction and any renovations or remodeling that ~~exceeds~~ **exceeding twenty-five thousand (\$25,000)** dollars.
- VIII. These provisions shall be followed for construction bids
- A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
 - B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the purchasing office.
 - C. ~~Bid openings shall be open to the public unless otherwise specified and allowed by law.~~ All bids shall be **opened**, read aloud, and recorded in the presence of all persons. ~~in attendance. Results shall be publicly posted as specified by statute.~~
 - D. ~~When bonding is required,~~ Each bid shall be accompanied by a bid bond, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.
 - E. The Board will consider all bids received and within the time limit stated in the advertisement for bids will either reject all bids or award the contract to the lowest and best bid with preference to materials, contracts, builders, architects, and laborers who reside within the county and state, whenever such materials can be purchased at no greater expense.
 - F. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the ~~ten~~ **five** percent (~~10~~ **5**%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.

- IX. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.

- X. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

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

LAW(S) IMPLEMENTED: **218.735, 255.04, 255.078, 287.055, 287.057, 288.061, 448.095, 1001.43, 1013.46 - .48, F.S.**

HISTORY: **ADOPTED: 10/22/19**
REVISION DATE(S): 12/15/20
FORMERLY:

NEFEC
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Adopted: 10/22/19
Revised: 12/15/2020
Revised: 07/27/21

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CHAPTER 8.00 - AUXILIARY SERVICES

SCHOOL CONSTRUCTION BID PROCESS

8.50*

- I. All applicable laws and School Board policies shall be observed in all construction bid procedures. All construction or capital improvement bids shall be accompanied by evidence that the bidder holds an appropriate certificate or license or that the prime contractor has a current valid license.
 - A. Prequalification of Contractors. The Board shall prequalify contractors on an annual basis or for a specific project. This section is applicable to bids, construction management, design build, and any other construction services application.
 - B. Selection Process. Those contractors desiring to bid on Board projects must be prequalified. The Board may reject any application that contains inaccurate information.
 - C. Application. Each contractor, firm or person requesting pre-qualification shall submit an application. The application shall include the following:
 1. Detailed information setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crime statement and references.
 2. Audited financial information current within the past 12 months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
 3. General information about the contractor company, its principals, and its history, including state and date of incorporation, regardless of whether the contractor is resident or non-resident of the geographic area served by the Board.
 4. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors

entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - c. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - d. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
5. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.
 6. A list of projects completed within the last five (5) years, including dates, client approximate dollar value, size, and reference name for each project.
 7. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
 8. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.

9. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate, and the signature shall be notarized.
- II. Alternative Construction Methods. The Facilities Department will consider the following factors when determining which construction method (traditional bid; design-build; construction management or negotiated contract) will be used for each project: scope of work of the project, complexity of the task, the schedule for construction, availability of skilled personnel in the local marketplace and past experience on other projects.
 - III. Advertising, Bidding and Awarding Contracts. Construction projects shall be advertised in a local newspaper within general circulation throughout the District for a minimum of once a week for three (3) consecutive weeks. The last notice shall appear at least seven (7) days prior to the date set for bid opening. Projects estimated to cost less than \$300,000 shall be advertised for a minimum of one week. All applicable Florida Statutes, State Board of Education rules, and School Board rules shall be observed in school construction bid procedures.
 - IV. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education rules and contains the information needed by the prospective bidders to include the following
 - A. Project name and location;
 - B. Brief statement describing the work
 - C. From whom and when contract documents are available, including deposit or charge;
 - D. Date, time and place relating to submitting of bids;
 - E. Pre-qualifications of bidder;
 - F. Procedures for presenting bids;
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 - H. Procedures to be followed in opening and presenting bids to the School Board; and,
 - I. Conditions for awarding contracts based on bids.
 - V. In addition to the publishing of the advertisement for bids, the bid documents shall be sent to at least three (3) prospective bidders. The advertisement or specifications shall not specify the use of materials or systems by a sole source.

- VI. Construction Bids. General conditions are all costs incidental to but are not incorporated into the project after it is completed. General conditions and the project contingency will be negotiated. General conditions include (but are not limited to) the following:
- A. Utilities including water, electric, phone, internet service, restrooms and septic services if required. Contractor is responsible for utilities until the District accepts the project as substantially complete or at the option of the Board, upon Final Completion.
 - B. Office Space which includes all costs related to rental and setup of those spaces.
 - C. Temporary Fencing and site security. The contractor has total control and is responsible for all liabilities on the Construction Site.
 - D. Equipment rental or purchase of equipment such as computers and copy machines.
 - E. Vehicles for mobility at the site such as golf carts. IF the contractor plans to rent company owned equipment to the project documentation shall be provided that the charges will not exceed rental cost. Cost to include fuel, repairs and maintenance. Rental should be consistent with industry standard.
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 - G. Erosion and dust control
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 - M. Tools may be included. (Any tools or equipment paid for by the District will remain the property of the District).

- VII. Bid bonds shall be required on all new construction and any renovations or remodeling exceeding twenty-five thousand (\$25,000) dollars.
- VIII. These provisions shall be followed for construction bids
- A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
 - B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the purchasing office.
 - C. All bids shall be opened, read aloud, and recorded in the presence of all persons.
 - D. Each bid shall be accompanied by a bid bond, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.
 - E. The Board will consider all bids received and within the time limit stated in the advertisement for bids will either reject all bids or award the contract to the lowest and best bid with preference to materials, contracts, builders, architects, and laborers who reside within the county and state, whenever such materials can be purchased at no greater expense.
 - F. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the five percent (5%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.
- IX. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School

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Adopted: 10/22/19
Revised: 12/15/2020
Revised: 07/27/21

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Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.

- X. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

STATUTORY AUTHORITY: 1001.42, F.S.

LAW(S) IMPLEMENTED: 218.735, 255.04, 255.078, 287.055, 287.057, 288.061, 448.095, 1001.43, 1013.46 - .48, F.S.

HISTORY: ADOPTED: 10/22/19
REVISION DATE(S): 12/15/20
FORMERLY:

CHAPTER 9.00 - SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

USE OF FACILITIES

9.30*+

The principal may approve the use of school property, facilities, and equipment for any group provided herein. The use of school property, facilities and equipment shall not interfere with the educational program of the school. The principal shall be responsible for safeguarding the school property, facilities, and equipment, enforcing and informing groups of School Board rules, executing proper forms, and collecting payments.

- I. Use of School Property Without Charge - The Superintendent may authorize the use of school facilities without charge, except as may be required for supervision or clean-up. If the principal is unsure about the eligibility of the organization to use facilities without charge, the matter shall be referred to the Superintendent for resolution. School facilities may be made available to:
 - A. National youth groups, *e.g.*, scout groups operating under the sponsorship of a county organization provided the group is properly supervised. District use agreements may be executed with the community organization for all schools or for an individual school.
 - B. The Supervisor of Elections for voting precincts in any election provided the election does not interfere with the school's operation.
 - C. Any governmental or community agency when specifically approved by the School Board as being in the public interest.

- II. Use of Facilities With a Charge - The principal may permit the use of school facilities by a civic, religious, or other organization for non-school activities on a specific, temporary, or short-term basis. The following conditions shall apply:
 - A. The payment of the fee shall be in accordance with section III. herein.
 - B. School Board approval, upon the Superintendent's and principal's recommendations, shall be required for repetitious use for a period of more than six (6) months.
 - C. Sufficient supervision and adequate custodial service of the school facility shall be determined by the principal.
 - D. The use of the cafeteria shall require permission from the principal. The use of school food service facilities shall require that the kitchen be operated by a food service employee(s) or School Board employee.

CHAPTER 9.00 - SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

- III. Fees - If the facility or equipment is being used for commercial or private gain and an admission or attendance fee is being charged, a rental fee will be charged for the use of the facility and equipment. The amount of rental fee will be based on a schedule of fees approved by the Board upon the recommendation of the Superintendent.
- IV. Payment of Required Fees - Fees as specified in section III. herein shall be paid in advance for use of facilities. Full reimbursement for custodial, supervisory, and other required services or for damages to the facility, furnishings, or equipment shall be paid within ten (10) days of billing. Checks shall be made payable to the individual school.
- V. Liability and Insurance Coverage - Each organization utilizing school facilities shall
 - A. Agree to hold the School Board harmless from any liability which the School Board may accrue as a result of use;
 - B. Provide general liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00) naming the School Board as an additional insured; and,
 - C. Execute a form of indemnity agreement as prescribed by the Superintendent.
 - D. Insurance coverage on the building must be in possession of the District at least five (5) days before facility is to be used.
- VI. Prohibited Uses of School Facilities - School property, facilities, and equipment shall not be used for the following purposes
 - A. Programs involving any form of gambling or other illegal activity;
 - B. Private teaching for personal gain, unless specifically approved in advance by the School Board;
 - C. Programs in violation of Florida Statutes or School Board rules; and,
 - D. Events where alcoholic beverages are served.

CHAPTER 9.00 - SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

- VII. Special Provisions - The following special provisions shall apply
- A. Restrooms shall be made available for all organizations using the school facilities.
 - B. Any school or community event sponsor or vendor who uses school facilities shall notify the local public health unit not less than three (3) days prior to a scheduled school carnival, fair, or other celebration involving the sale or preparation of food or beverages.
 - C. If a principal has a request from a group which he/she feels may be controversial, he/she may require this group to present their request to the Superintendent to be included in an agenda for a regular school board meeting for consideration by the School Board.
- VIII. Appeals to the Superintendent - A person who feels his/her organization was improperly denied use of school facilities or an improper charge or fee was assessed may file a written appeal with the Superintendent for resolution.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**106.15, 509.032, 509.232, 1001.33,
1001.43, 1001.51, 1013.10, F.S.**

HISTORY:

**ADOPTED: _____
REVISION DATE(S): _____
FORMERLY:**

CHAPTER 9.00 - SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

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The principal may approve the use of school property, facilities, and equipment for any group provided herein. The use of school property, facilities and equipment shall not interfere with the educational program of the school. The principal shall be responsible for safeguarding the school property, facilities, and equipment, enforcing and informing groups of School Board rules, executing proper forms, and collecting payments.

- I. Use of School Property Without Charge - The Superintendent may authorize the use of school facilities without charge, except as may be required for supervision or clean-up. If the principal is unsure about the eligibility of the organization to use facilities without charge, the matter shall be referred to the Superintendent for resolution. School facilities may be made available to:
 - A. National youth groups, *e.g.*, scout groups operating under the sponsorship of a county organization provided the group is properly supervised. District use agreements may be executed with the community organization for all schools or for an individual school.
 - B. The Supervisor of Elections for voting precincts in any election provided the election does not interfere with the school's operation.
 - C. Any governmental or community agency when specifically approved by the School Board as being in the public interest.
- II. Use of Facilities With a Charge - The principal may permit the use of school facilities by a civic, religious, or other organization for non-school activities on a specific, temporary, or short-term basis. The following conditions shall apply:
 - A. The payment of the fee shall be in accordance with section III. herein.
 - B. School Board approval, upon the Superintendent's and principal's recommendations, shall be required for repetitious use for a period of more than six (6) months.
 - C. Sufficient supervision and adequate custodial service of the school facility shall be determined by the principal.

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- D. The use of the cafeteria shall require permission from the principal. The use of school food service facilities shall require that the kitchen be operated by a food service employee(s) or School Board employee.
- III. Fees - If the facility or equipment is being used for commercial or private gain and an admission or attendance fee is being charged, a rental fee will be charged for the use of the facility and equipment. The amount of rental fee will be based on a schedule of fees approved by the Board upon the recommendation of the Superintendent.
- IV. Payment of Required Fees - Fees as specified in section III. herein shall be paid in advance for use of facilities. Full reimbursement for custodial, supervisory, and other required services or for damages to the facility, furnishings, or equipment shall be paid within ten (10) days of billing. Checks shall be made payable to the individual school.
- V. Liability and Insurance Coverage - Each organization utilizing school facilities shall
 - A. Agree to hold the School Board harmless from any liability which the School Board may accrue as a result of use;
 - B. Provide general liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00) naming the School Board as an additional insured; and,
 - C. Execute a form of indemnity agreement as prescribed by the Superintendent.
 - D. Insurance coverage on the building must be in possession of the District at least five (5) days before facility is to be used.
- VI. Prohibited Uses of School Facilities - School property, facilities, and equipment shall not be used for the following purposes
 - A. Programs involving any form of gambling or other illegal activity;
 - B. Private teaching for personal gain, unless specifically approved in advance by the School Board;
 - C. Programs in violation of Florida Statutes or School Board rules; and,
 - D. Events where alcoholic beverages are served.

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- VII. Special Provisions - The following special provisions shall apply
- A. Restrooms shall be made available for all organizations using the school facilities.
 - B. Any school or community event sponsor or vendor who uses school facilities shall notify the local public health unit not less than three (3) days prior to a scheduled school carnival, fair, or other celebration involving the sale or preparation of food or beverages.
 - C. If a principal has a request from a group which he/she feels may be controversial, he/she may require this group to present their request to the Superintendent to be included in an agenda for a regular school board meeting for consideration by the School Board.
- VIII. Appeals to the Superintendent - A person who feels his/her organization was improperly denied use of school facilities or an improper charge or fee was assessed may file a written appeal with the Superintendent for resolution.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**106.15, 509.032, 509.232, 1001.33,
1001.43, 1001.51, 1013.10, F.S.**

HISTORY:

**ADOPTED: _____
REVISION DATE(S): _____
FORMERLY:**