

# AGENDA

## REGULAR SCHOOL BOARD MEETING

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

June 26, 2012

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

### ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**
  - a. May 22, 2012, 4:30 p.m. – School Board Workshop
  - b. May 22, 2012, 6:00 p.m. – Regular School Board Meeting
  - c. June 7, 2012, 9:00 a.m. – Special Board Meeting
  - d. June 7, 2012, Immediately following Special Board Meeting at 9:00 a.m. School Board Workshop

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Personnel 2011 – 2012

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2012 – 2013

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. Budget Amendment Number Thirty – **SEE PAGE #6**

Fund Source: 420 (Federal) Funds  
Amount: \$14,411.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Crossroad Academy Monthly Financial Reports – **SEE PAGE #14**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. School Board Truth In Millage (TRIM) Timetable – **SEE PAGE #20**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENTS/PROJECT/GRANT APPLICATIONS

- a. Purchase Orders for Federal Projects - **SEE PAGE #22**

Fund Source: Title I Part A  
Amount: \$77,494.90

ACTION REQUESTED: The Superintendent recommends approval.

- b. Continuation of Solid Waste Collection Agreement with Waste Pro  
**SEE PAGE #26**

Fund Source: 110  
Amount: \$80,733.84

ACTION REQUESTED: The Superintendent recommends approval.

- c. Continuation of Agreement with Professional Pest Management for Pest and Weed Control for Athletic Fields – **SEE PAGE #29**

Fund Source: 110  
Amount: \$12,629.50

ACTION REQUESTED: The Superintendent recommends approval.

- d. Continuation of Agreement with McCall Services for Pest Control  
**SEE PAGE #33**

Fund Source: 110  
Amount: \$22,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- e. Continuation of Lawn/Grounds Maintenance Agreements – **SEE PAGE #36**  
 Fund Source: 110  
 Amount: \$30,110.00  
 ACTION REQUESTED: The Superintendent recommends approval.
  - f. Continuation of Lawn/Grounds Maintenance Contracts – **SEE PAGE #39**  
 Fund Source: 110  
 Amount: \$98,471.00  
 ACTION REQUESTED: The Superintendent recommends approval.
  - g. Continuation of L. P. Gas Service with Empire Gas – **SEE PAGE #42**  
 Fund Source: 110  
 Amount: \$121,389.56  
 ACTION REQUESTED: The Superintendent recommends approval.
  - h. HVAC Service Agreement with Brooks Air Systems for East Gadsden High School - **SEE PAGE #53**  
 Fund Source: 110  
 Amount: \$45,924.00  
 ACTION REQUESTED: The Superintendent recommends approval.
  - i. HVAC Service Agreement with Brooks Air Systems for West Gadsden High School – **SEE PAGE #62**  
 Fund Source: 110  
 Amount: \$38,220.00  
 ACTION REQUESTED: The Superintendent recommends approval.
9. BIDS
- a. 2012 Fuel Bid for 2012 – 2013 School Year – **SEE PAGE #71**  
 Fund Source: Transportation Department  
 Amount: \$900,000.00  
 ACTION REQUESTED: The Superintendent recommends approval.
  - b. Bread Bid – Bid #1213-01 – **SEE PAGE #75**  
 Fund Source: 410  
 Amount: Bids Awarded to the Vendor with the Lowest Bid  
 ACTION REQUESTED: The Superintendent recommends approval.
  - c. James A. Shanks Road Paving – Bid #1213-04 – **SEE PAGE #78**  
 Fund Source: General (Earmarked for Paving)  
 Amount: \$18,180.00  
 ACTION REQUESTED: The Superintendent recommends approval.

- d. Paving of Outside Basketball Courts – Bid #1213-05 – **SEE PAGE #90**

Fund Source: General (Earmarked for Paving)

Amount: \$46,575.00

ACTION REQUESTED: The Superintendent recommends approval.

10. STUDENT MATTERS – **SEE ATTACHMENT**

- a. Student Transfers – See back-up material

ACTION REQUESTED: The Superintendent recommends approval.

- b. Student Expulsion – See back-up material

Case #95-1112-0051

ACTION REQUESTED: The Superintendent recommends approval.

- c. Student Expulsion – See back-up material

Case #96-1112-0051

ACTION REQUESTED: The Superintendent recommends approval.

- d. Student Expulsion – See back-up material

Case #97-1112-0231

ACTION REQUESTED: The Superintendent recommends approval.

11. SCHOOL FACILITY/PROPERTY

- a. Carpet and Tile Replacement for Greensboro Elementary School  
**SEE PAGE #96**

Fund Source: 379

Amount: \$82,943.30

ACTION REQUESTED: The Superintendent recommends approval.

- b. Carpet and Tile Replacement for Havana Middle School - **SEE PAGE #101**

Fund Source: 379

Amount: \$137,319.33

ACTION REQUESTED: The Superintendent recommends approval.

12. EDUCATIONAL ISSUES

- a. Curriculum Pilot for Expansion at Gadsden Elementary Magnet School  
**SEE PAGE #106**

Fund Source: General Revenue

Amount: Approximately \$36,000 (cost of teacher without benefits)

ACTION REQUESTED: The Superintendent recommends approval.

- b. Florida Association of District School Superintendents Annual Dues for 2012 - 2013 - **SEE PAGE #109**

Fund Source: General  
Amount: \$10,479.00

ACTION REQUESTED: The Superintendent recommends approval.

13. MISCELLANEOUS

- a. Medical Physicals 2012 - 2013 – **SEE PAGE #112**

Fund Source: Transportation  
Amount: \$7,000.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

- a. Discussion and Request to Advertise the Board's Intent to Amend School Board Policy 2.25 (subsection Code of Student Conduct) - **SEE PAGE #120**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

15. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

16. SCHOOL BOARD REQUESTS AND CONCERNS

17. ADJOURNMENT

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7a

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEMS:** Budget Amendment Number Thirty

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

This amendment adjusts budget by function and object in accordance with expenditures and increases Head Start budget by \$14,411.00

**FUND SOURCE:** 420 (Federal) Funds

**AMOUNT:** \$ 14,411.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

Gadsden County School Board  
 420 (Federal) Fund Estimated Revenue  
 Budget Amendment Number Thirty

FUND 420 REVENUE OBJECT	BEGINNING ESTIMATED REVENUE 6/5/2012	BUDGET AMENDMENT NUMBER THIRTY	ENDING ESTIMATED REVENUE 6/5/2012
190	\$ -	\$ -	\$ -
191	\$ -	\$ -	\$ -
199	\$ 2,690,995.57	\$ 14,411.00	\$ 2,705,406.57
201	\$ 192,033.72	\$ -	\$ 192,033.72
226	\$ 683,992.80	\$ -	\$ 683,992.80
227	\$ 600.73	\$ -	\$ 600.73
230	\$ 2,351,225.41	\$ -	\$ 2,351,225.41
240	\$ 8,828,646.60	\$ -	\$ 8,828,646.60
251	\$ 91,314.73	\$ -	\$ 91,314.73
270	\$ -	\$ -	\$ -
290	\$ 1,328,322.43	\$ -	\$ 1,328,322.43
299	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 16,167,131.99</b>	<b>\$ 14,411.00</b>	<b>\$ 16,181,542.99</b>

**Gadsden County School Board  
420 (Federal) Fund Appropriations  
Thirty**

420 FUND					
FUNCTION/ OBJECT	BUDGET BALANCE		BUDGET	BUDGET BALANCE	
	6/5/2012		AMENDMENT NUMBER THIRTY	6/5/2012	
5100	100	\$ 967,380.44	\$ -	\$	967,380.44
	200	\$ 160,812.27	\$ -	\$	160,812.27
	300	\$ 1,483,507.28	\$ -	\$	1,483,507.28
	500	\$ 772,627.47	\$ -	\$	772,627.47
	600	\$ 736,345.55	\$ -	\$	736,345.55
	700	\$ 277.50	\$ -	\$	277.50
	<b>FUNCTOTAL</b>		<b>\$ 4,120,950.51</b>	<b>\$ -</b>	<b>\$</b>
5200	100	\$ 555,040.66	\$ -	\$	555,040.66
	200	\$ 211,157.50	\$ -	\$	211,157.50
	300	\$ 238,692.58	\$ -	\$	238,692.58
	500	\$ 156,063.33	\$ -	\$	156,063.33
	600	\$ 186,086.25	\$ -	\$	186,086.25
	700	\$ 3,000.00	\$ -	\$	3,000.00
	<b>FUNCTOTAL</b>		<b>\$ 1,350,040.32</b>	<b>\$ -</b>	<b>\$</b>
5300	100	\$ 8,987.00	\$ -	\$	8,987.00
	200	\$ 4,914.29	\$ -	\$	4,914.29
	300	\$ 2,533.60	\$ -	\$	2,533.60
	500	\$ 39,070.50	\$ -	\$	39,070.50
	600	\$ 42,847.25	\$ -	\$	42,847.25
	700	\$ 17,445.38	\$ -	\$	17,445.38
	<b>FUNCTOTAL</b>		<b>\$ 115,798.02</b>	<b>\$ -</b>	<b>\$</b>
5400	100	\$ 42,925.35	\$ -	\$	42,925.35
	200	\$ 6,972.26	\$ -	\$	6,972.26
	300	\$ 34,791.95	\$ -	\$	34,791.95
	500	\$ 7,461.79	\$ -	\$	7,461.79
	600	\$ (3,932.27)	\$ -	\$	(3,932.27)
	700	\$ -	\$ -	\$	-
	<b>FUNCTOTAL</b>		<b>\$ 88,219.08</b>	<b>\$ -</b>	<b>\$</b>
5500	100	\$ 1,155,554.20	\$ 49.50	\$	1,155,603.70
	200	\$ 295,201.70	\$ -	\$	295,201.70
	300	\$ 61,923.89	\$ 3,274.24	\$	65,198.13
	500	\$ 46,939.54	\$ 1,439.60	\$	48,379.14
	600	\$ (1,205.31)	\$ -	\$	(1,205.31)
	700	\$ 273.00	\$ -	\$	273.00
	<b>FUNCTOTAL</b>		<b>\$ 1,558,687.02</b>	<b>\$ 4,763.34</b>	<b>\$</b>



**Gadsden County School Board  
420 (Federal) Fund Appropriations  
Thirty**

5900	100	\$	490,313.00	\$	-	\$	490,313.00
	200	\$	83,431.00	\$	-	\$	83,431.00
	300	\$	75,764.37	\$	-	\$	75,764.37
	500	\$	23,422.71	\$	-	\$	23,422.71
	600	\$	801.84	\$	-	\$	801.84
<b>FUNCTOTAL</b>		<b>\$</b>	<b>673,732.92</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>673,732.92</b>
6100	100	\$	850,865.91	\$	-	\$	850,865.91
	200	\$	156,558.69	\$	61.38	\$	156,620.07
	300	\$	223,514.87	\$	(14,598.65)	\$	208,916.22
	500	\$	152,324.10	\$	-	\$	152,324.10
	600	\$	739.48	\$	17,000.00	\$	17,739.48
	700	\$	1,042.90	\$	-	\$	1,042.90
	900	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>1,385,045.95</b>	<b>\$</b>	<b>2,462.73</b>	<b>\$</b>	<b>1,387,508.68</b>
6200	100	\$	27,341.47	\$	-	\$	27,341.47
	200	\$	3,575.53	\$	-	\$	3,575.53
	300	\$	125,608.61	\$	-	\$	125,608.61
	500	\$	4,739.89	\$	-	\$	4,739.89
	600	\$	175,100.00	\$	-	\$	175,100.00
	700	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>336,365.50</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>336,365.50</b>
6300	100	\$	1,259,481.03	\$	(29,469.00)	\$	1,230,012.03
	200	\$	300,954.44	\$	(17,910.38)	\$	283,044.06
	300	\$	154,955.31	\$	3,336.59	\$	158,291.90
	500	\$	66,623.09	\$	300.00	\$	66,923.09
	600	\$	18,041.25	\$	(259.59)	\$	17,781.66
	700	\$	24,015.00	\$	-	\$	24,015.00
<b>FUNCTOTAL</b>		<b>\$</b>	<b>1,824,070.12</b>	<b>\$</b>	<b>(44,002.38)</b>	<b>\$</b>	<b>1,780,067.74</b>
6400	100	\$	1,671,750.55	\$	(40,024.53)	\$	1,631,726.02
	200	\$	344,386.50	\$	5,635.79	\$	350,022.29
	300	\$	879,990.37	\$	18,621.60	\$	898,611.97
	400	\$	-	\$	-	\$	-
	500	\$	132,184.50	\$	-	\$	132,184.50
	600	\$	12,000.00	\$	-	\$	12,000.00
	700	\$	50,000.57	\$	18,275.71	\$	68,276.28
<b>FUNCTOTAL</b>		<b>\$</b>	<b>3,090,312.49</b>	<b>\$</b>	<b>2,508.57</b>	<b>\$</b>	<b>3,092,821.06</b>

**Gadsden County School Board  
420 (Federal) Fund Appropriations  
Thirty**

6500	100	\$	30,832.61	\$	-	\$	30,832.61
	200	\$	4,742.00	\$	-	\$	4,742.00
	300	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
	600	\$	105,158.74	\$	-	\$	105,158.74
	700	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>140,733.35</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>140,733.35</b>
7200	100	\$	47,668.65	\$	-	\$	47,668.65
	200	\$	12,116.58	\$	-	\$	12,116.58
	300	\$	130,730.77	\$	-	\$	130,730.77
	500	\$	-	\$	-	\$	-
	600	\$	1,500.00	\$	-	\$	1,500.00
	700	\$	266,628.68	\$	-	\$	266,628.68
<b>FUNCTOTAL</b>		<b>\$</b>	<b>458,644.68</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>458,644.68</b>
7300	100	\$	(23,675.32)	\$	-	\$	(23,675.32)
	200	\$	(8,406.10)	\$	-	\$	(8,406.10)
	300	\$	-	\$	-	\$	-
<b>FUNCTOTAL 7300</b>		<b>\$</b>	<b>(32,081.42)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>(32,081.42)</b>
7400	600	\$	1,935.00	\$	-	\$	1,935.00
<b>FUNCTOTAL 7400</b>		<b>\$</b>	<b>1,935.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>1,935.00</b>
7600	300	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
7700	100	\$	22,458.88	\$	34,996.43	\$	57,455.31
	200	\$	9,511.19	\$	6,736.00	\$	16,247.19
	300	\$	15,550.00	\$	-	\$	15,550.00
	500	\$	-	\$	28.77	\$	28.77
	600	\$	615.00	\$	-	\$	615.00
	700	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>48,135.07</b>	<b>\$</b>	<b>41,761.20</b>	<b>\$</b>	<b>89,896.27</b>
7800	100	\$	123,850.65	\$	300.00	\$	124,150.65
	200	\$	35,674.15	\$	-	\$	35,674.15
	300	\$	500,352.82	\$	-	\$	500,352.82
	400	\$	32,900.00	\$	-	\$	32,900.00
	500	\$	1,500.00	\$	-	\$	1,500.00
	600	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>694,277.62</b>	<b>\$</b>	<b>300.00</b>	<b>\$</b>	<b>694,577.62</b>

**Gadsden County School Board  
420 (Federal) Fund Appropriations  
Thirty**

7900	100	\$	57,807.56	\$	-	\$	57,807.56
	200	\$	16,546.44	\$	-	\$	16,546.44
	300	\$	152,620.20	\$	1,000.00	\$	153,620.20
	400	\$	6,748.04	\$	-	\$	6,748.04
	500	\$	343.67	\$	200.00	\$	543.67
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>234,065.91</b>	<b>\$</b>	<b>1,200.00</b>	<b>\$</b>	<b>235,265.91</b>
8100	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	300	\$	-	\$	-	\$	-
	500	\$	1,500.00	\$	-	\$	1,500.00
	600	\$	-	\$	5,417.54	\$	5,417.54
<b>FUNCTOTAL</b>		<b>\$</b>	<b>1,500.00</b>	<b>\$</b>	<b>5,417.54</b>	<b>\$</b>	<b>6,917.54</b>
8200	100	\$	(2,458.39)	\$	-	\$	(2,458.39)
	200	\$	(450.31)	\$	-	\$	(450.31)
	600	\$	5,544.00	\$	-	\$	5,544.00
<b>FUNCTOTAL</b>		<b>\$</b>	<b>2,635.30</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>2,635.30</b>
9100	100	\$	62,927.09	\$	-	\$	62,927.09
	200	\$	15,137.46	\$	-	\$	15,137.46
	300	\$	-	\$	-	\$	-
	400	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
<b>FUNCTOTAL</b>		<b>\$</b>	<b>78,064.55</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>78,064.55</b>
<b>GRANDTOTAL</b>		<b>\$</b>	<b>16,171,131.99</b>	<b>\$</b>	<b>14,411.00</b>	<b>\$</b>	<b>16,185,542.99</b>

**1. RECIPIENT**  
**Department of Health and Human Services**  
**Administration for Children and Families**  
**Notice of Award (NOA)**

**SAI NUMBER:**  
 FL 9109300469  
**PMS DOCUMENT NUMBER:**  
 04CH024127

<b>1. AWARDING OFFICE:</b> OA/OGM/Region IV		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant		<b>3. AWARD NO.:</b> 04CH0241/27		<b>4. AMEND. NO.:</b> 3		
<b>5. TYPE OF AWARD:</b> SERVICE			<b>6. TYPE OF ACTION:</b> Supplement			<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.		
<b>8. BUDGET PERIOD:</b> 12/01/2011 THRU 11/30/2012				<b>9. PROJECT PERIOD:</b> INDEFINITE				<b>10. CAT NO./CFDA:</b> 93.600 ...
<b>11. RECIPIENT ORGANIZATION:</b> GADSDEN COUNTY SCHOOL DISTRICT 35 MARTIN LUTHER KING JR. BLVD QUINCY FL 32351 Isaac Simmons, Board Chairman						<b>12. PROJECT / PROGRAM TITLE:</b> PA-22 FYPD & PA-20 T&TA/CDA		

<b>13. COUNTY:</b> GADSDEN		<b>14. CONGR. DIST:</b> 02		<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> MS Carolyn Harden , Head Start Coordinator			
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<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>			
Personnel.....	\$ 1,323,832	A. NON-FEDERAL SHARE.....	\$ 510,606	20.00 %	
Fringe Benefits.....	\$ 375,735	B. FEDERAL SHARE.....	\$ 2,042,425	80.00 %	
Travel.....	\$ 21,800	<b>18. FEDERAL SHARE COMPUTATION:</b>			
Equipment.....	\$ 0	A. TOTAL FEDERAL SHARE.....	\$ 2,042,425		
Supplies.....	\$ 34,500	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$		
Contractual.....	\$ 77,105	C. FED. SHARE AWARDED THIS BUDGET PERIOD.....	\$ 2,042,425		
Facilities/Construction.....	\$ 0	<b>19. AMOUNT AWARDED THIS ACTION:</b>			
Other.....	\$ 147,159			\$ 14,411	
Direct Costs.....	\$ 1,980,131	<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>			
Indirect Costs.....	\$ 62,294	\$			
At % of \$		<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>			
In Kind Contributions.....	\$ 0	ADDITIONAL COSTS			
<b>Total Approved Budget(**)..</b>	<b>\$ 2,042,425</b>	<b>22. APPLICANT EIN:</b>	<b>23. PAYEE EIN:</b>	<b>24. OBJECT CLASS:</b>	
		1-596000615-A1	1-596000615-A1	41.51	

<b>25. FINANCIAL INFORMATION:</b>						<b>DUNS: 152811279</b>	
<b>ORGN</b>	<b>DOCUMENT NO.</b>	<b>APPROPRIATION</b>	<b>CAN NO.</b>	<b>NEW AMT.</b>	<b>UNOBLIG.</b>	<b>NONFED %</b>	
OGM	04CH024127	75-2-1536	2012 G044122	\$14,411			

**26. REMARKS:** (Continued on separate sheets)

Client Population: 259.  
 Number of Delegates: 0.  
 Paid by DHHS Payment Management System (PMS), see attached for payment information.  
 This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
 For the full text of the award term, go to [http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html).  
 This grant is subject to the requirements as set forth in 45 CFR Part 87.  
 (\*\*) Reflects only federal share of approved budget.  
 This grant action awards supplemental funds in Common Accounting Number (CAN) G044122 (\$14,411)

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> <i>Mary W. Jones</i> Mary W. Jones		<b>DATE:</b> 6/1/2012	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> <i>Paula Lee Oliver</i>	
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Jeffrey L. Fredericks, Regional Program Manager			<b>DATE:</b> 05-31-2012	<i>Paula Oliver / Jeff Fredericks</i>

## 1. RECIPIENT

Department of Health and Human Services  
 Administration for Children and Families  
 Notice of Award (NOA)

SAI NUMBER:  
 FL 9109300469  
 PMS DOCUMENT NUMBER:  
 04CH024127

1. AWARDING OFFICE: OA/OGM/Region IV		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 04CH0241/27	4. AMEND. NO. 3
5. TYPE OF AWARD: SERVICE	6. TYPE OF ACTION: Supplement		7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.	
8. BUDGET PERIOD: 12/01/2011 THRU 11/30/2012		9. PROJECT PERIOD: THRU		10. CAT NO./CFDA: 93.600
11. RECIPIENT ORGANIZATION: GADSDEN COUNTY SCHOOL DISTRICT				

## 26. REMARKS: (Continued from previous page)

for the cost-of-living adjustment increase for Fiscal Year (FY) 2012 that permanently increases the base funding level. The projected base funding level for the Head Start program in FY 2013 is \$2,015,883.

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7b

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEMS:** Crossroad Academy Monthly Financial Reports

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

In accordance with Florida Statutes, Crossroad Academy Charter School is required to provide the Sponsor financial statements. The third quarter Balance Sheets and Profit & Loss Statements submitted by Crossroad Academy are attached.

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

**CROSSROAD ACADEMY CHARTER SCHOOL**

**Balance Sheet**

As of March 31, 2012

**Mar 31, 12**

**ASSETS**

**Current Assets**

**Checking/Savings**

1112 · New Facility - CD CCBG	262,073.81
1114 · Premier - Revenue Op Acct	
1115 · PK Academy - Restricted	1,674.28
1116 · Construction Account	553,462.00
1117 · Cheerleaders - Restricted	6,658.35
1118 · PTO - Restricted	9,705.34
1119 · FBLA - Restricted	5,628.47
1120 · Classic Modeling - Restricted	2,381.70
1121 · Athletics - Restricted	6,734.76
1122 · Hospitality - Restricted	937.29
1123 · Inez M. Holt Library-Restricted	1,250.00
1114 · Premier - Revenue Op Acct - Other	515,272.12

**Total 1114 · Premier - Revenue Op Acct** 1,103,704.31

1125 · Premier Bank-Debt Service Acct  
    1125-1 · Capital Outlay Restricted 200,438.31

**Total 1125 · Premier Bank-Debt Service A...** 200,438.31

1126 · Premier Bank - Reserve Account 147,870.00

**Total Checking/Savings** 1,714,086.43

**Other Current Assets**

1142 · Due from CEDO	776.10
1144 · Due from Omega Villas	5,791.31
1145 · Due from VV	3,546.39
1146 · Due from TOA	6,035.37
1230 · Prepaid Insurance	25,033.34

**Total Other Current Assets** 41,182.51

**Total Current Assets** 1,755,268.94

**Fixed Assets**

1310 · Land	299,004.62
1320 · Building Improvements	9,075.00
1330 · School and Improvements	2,995,429.91
1339 · Accumulated Depreciation	-336,672.60
1340 · Computers & Equipments	164,590.77
1341 · Furniture and Equipment	46,693.00
1350 · Automobile/van	12,837.00
1360 · CIP - New School	5,246.00

**Total Fixed Assets** 3,196,203.70

**TOTAL ASSETS** **4,951,472.64**

CROSSROAD ACADEMY CHARTER SCHOOL

Balance Sheet

As of March 31, 2012

Mar 31, 12

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2113 · Payroll Liabilities	254.75
2115 · Unemployment Payable	412.64
2116 · Child Support	1,052.14
2117 · Fica & Fed W/H	-85.12
2120 · Accounts Payables	1,455.59
2200 · PK Academy	1,688.66
2201 · Parent Teach. Org. Account	9,705.34
2202 · CACS Cheerleaders	6,658.35
2203 · FBLA (Royal Court)	
2203-1 · Beta Club/National Honor Soc...	167.70
2203 · FBLA (Royal Court) - Other	5,460.77

Total 2203 · FBLA (Royal Court) 5,628.47

2205 · Classic Modeling Company	2,381.70
2206 · CACS Athletic Department	6,732.76
2207 · Staff Hospitality	937.29
2208 · Inez M. Holt Library/Media Cent	1,250.00
2210 · Accrued Interest	53,227.80
2230 · Gadsden Co School Payables	
2231 · GCSB/Student Breakfast/Lunch	3,012.72

Total 2230 · Gadsden Co School Payables 3,012.72

2312 · CIP - Loan 68750 -147,870.00

Total Other Current Liabilities -53,556.91

Total Current Liabilities -53,556.91

Long Term Liabilities

2310 · RD Loan 2,250,000.00

Total Long Term Liabilities 2,250,000.00

Total Liabilities 2,196,443.09

Equity

2760 · Retained Earnings 2,556,219.88

Net Income 198,809.67

Total Equity 2,755,029.55

**TOTAL LIABILITIES & EQUITY 4,951,472.64**



**CROSSROAD ACADEMY CHARTER SCHOOL****Profit & Loss**

July 2011 through March 2012

	<u>Jul '11 - Mar 12</u>
<b>Income</b>	
3310 · FEFP Program	1,062,508.00
3334 · State Teacher Lead Program	2,808.90
3361 · School Recognition Funds	19,989.00
3397 · Capital Outlay	75,185.99
3399 · Other Misc. State Revenue	13,863.00
3400 · Other Income/Employees	210.00
3431 · Interest Income	306.18
3440 · Other income/donations	1,273.10
3472 · PreK-Early Intervention Fees	108,690.80
3482 · Uniform Income	836.30
3495 · Miscellaneous Sources	
3495-2 · PTO Other Fundraising	456.00
3495-3 · Student Activity Fund	4,734.71
3495-4 · Student Books/Planners	5,043.50
3495-5 · Misc. Local Sources	5,541.96
3495 · Miscellaneous Sources - Other	23.00
<b>Total 3495 · Miscellaneous Sources</b>	<u>15,799.17</u>
<b>Total Income</b>	<u>1,301,470.44</u>
<b>Gross Profit</b>	1,301,470.44
<b>Expense</b>	
5100-12 · Basic Fte/Clstrm Teachr	430,333.49
5100-13 · Classroom Paraprofessi	22,652.81
5100-23 · EE' Group Insurance	86,677.42
5100-24 · Worker's Compensation	-1,759.21
5100-25 · Unemployment Comp	1,668.57
5100-29 · Other Emp Benefits	3,653.64
5100-36 · Rental-Communications/Broadcast	1,570.00
5100-51 · Basic Fte/Supplies	2,010.22
5100-52 · Basic Fte/Textbooks	56,272.29
5100-59 · Misc. Student Activity	4,357.33
5100-64 · Classroom Furnitur Fixt & Equip	
5100-642 NonCapitalized F F & E	3,045.71
<b>Total 5100-64 · Classroom Furnitur Fixt &amp; Equip</b>	<u>3,045.71</u>
5500-00 · PK Expenses	
5500-15 · PK Classroom Personnel	42,985.47
5500-16 · PK Food Service Worker	420.00
5500-35 · PK Maintenance	650.00
5500-37 · Internet Services	838.55
5500-43 · Utilities	1,956.55
5500-51 · PK Supplies	305.96
5500-52 · Curriculum Materials/Textbooks	48.84
<b>Total 5500-00 · PK Expenses</b>	<u>47,205.37</u>

**CROSSROAD ACADEMY CHARTER SCHOOL****Profit & Loss**

July 2011 through March 2012

	<b>Jul '11 - Mar 12</b>
6100-13 · Staff Support Personnel	15,083.30
6200-31 · Instructional Media	872.77
6200-35 · Copier Service Costs	2,484.63
6200-39 · Printing cost	343.00
6300-33 · Travel/Training	0.00
6300-51 · Supplies/Curriculum	2,775.64
6300-62 · Capital Outlay-Audio Visual	4,447.96
6400-17 · Training - board	2,500.00
6400-29 · Training - Teachers	9,990.86
6400-65 · Transportation/Travel	425.71
6400-73 · Training Fees/Tuition	195.00
7100-31 · Professional Services	7,472.60
7100-59 · Other Material and Supplies	740.61
7200-11 · Administration	57,750.00
7200-52 · Legal Publications	54.22
7300-11 · Salary-School Principal	52,552.44
7300-16 · Clerical Staff	
7300-1 · Salary - Receptionist	30,420.78
7300-2 · Office Manager	23,833.30
<b>Total 7300-16 · Clerical Staff</b>	<b>54,254.08</b>
7300-22 · FICA Contributions(Co)	56,843.47
7300-37 · Postage	44.00
7300-51 · Supplies	9,460.64
7300-73 · Membership Fees	2,239.00
7400-31 · Facilities	355.00
7400-63 · Building & Fixed Equipment	0.00
7500-31 · Bookkeeping Services	1,065.00
7500-73 · Bank Charges/Operating Fees	-111.78
7600 · Food Services	
7600-16 · Personnel	34,178.64
7600-51 · Supplies	1,646.02
7600-65 · Vehicle	1,668.22
7600-73 · Dues and Fees	340.00
<b>Total 7600 · Food Services</b>	<b>37,832.88</b>
7720-37 · Advertisement	621.62
7790-51 · Supplies/Office Consum	172.26
7790-59 · Other Materials/Sup	1,501.75
7800-65 · Transportation	26,100.00
7800-66 · Field Trips	513.00
7900-16 · Janitorial/Custodial	19,937.56
7900-32 · Property Insurance	10,385.38
7900-35 · Maintenance	7,200.00
7900-36 · Rental Equipment	533.13
7900-37 · Telephone/internet service	13,708.96
7900-39 · Other Facilities Svcs	2,588.30
7900-40 · Gargbage Collections	1,859.03
7900-43 · Elect/Energy Service	19,050.78

**CROSSROAD ACADEMY CHARTER SCHOOL**

**Profit & Loss**

July 2011 through March 2012

	<b>Jul '11 - Mar 12</b>
7900-51 · Janitorial/Maintenance Supplies	9,662.84
7900-68 · Remodeling & Renovations	1,810.00
8100-35 · Repairs & Maintenance	9,657.49
<b>Total Expense</b>	<b>1,102,660.77</b>
<b>Net Income</b>	<b>198,809.67</b>

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7c

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

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

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

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

Board Meeting	July 17, 2012	Request Permission to Advertise Tentative Budget
Newspaper Ads	July 19, 2012	Advertise Tentative Budget
Board Meeting	July 24, 2012	Tentative Budget Hearing
Board Meeting	September 4, 2012	Final Budget Hearing and Superintendent's Annual Financial Report

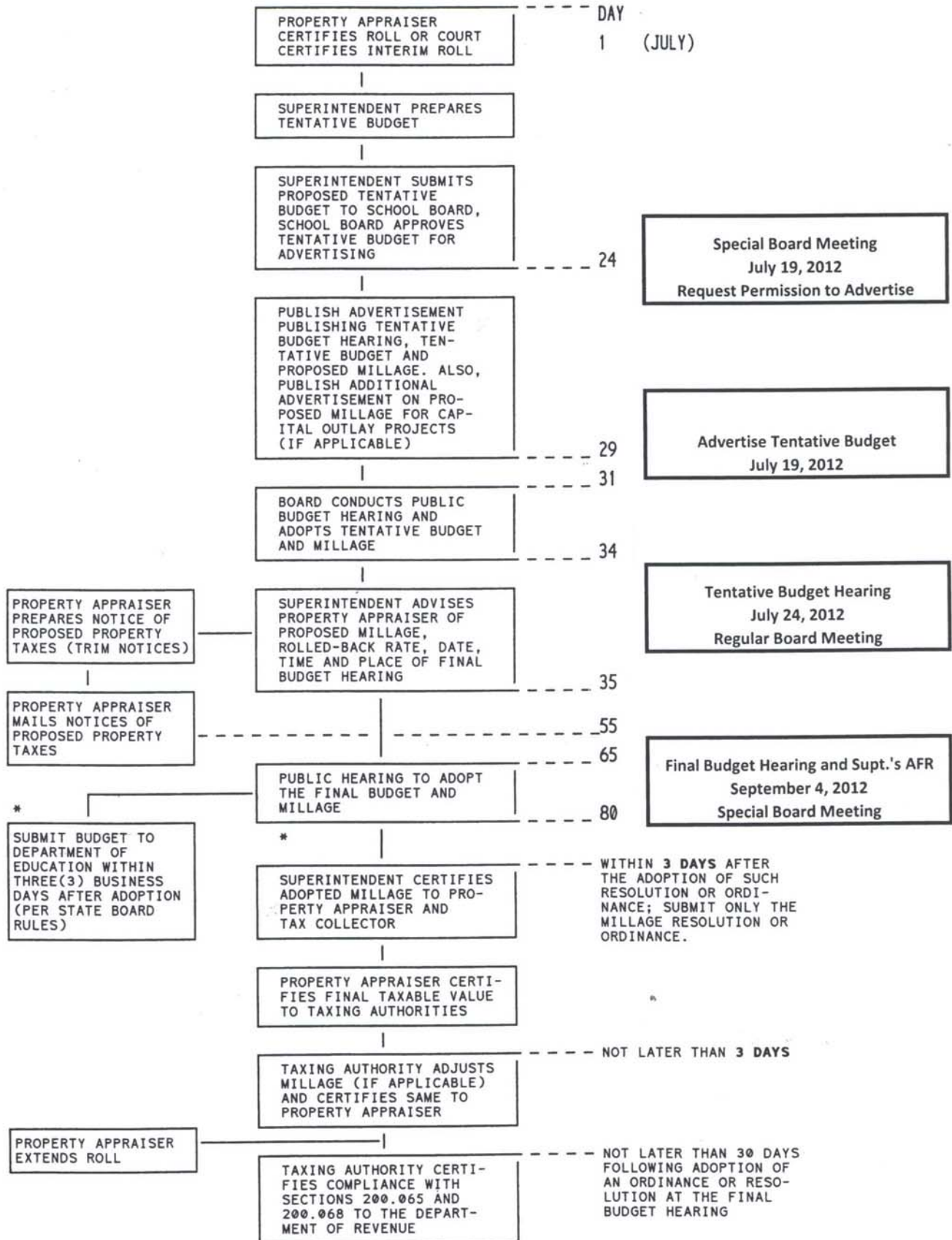
Each of the Board meetings would begin at 6:00 p.m.

See attached schedule.

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

# SCHOOL BOARD TRIM TIMETABLE



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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEMS: Purchase Orders for Federal Projects

DIVISION: Federal Projects

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>	<u>Fund</u>
Curriculum Associates	182862	\$56,043.90	Title I Part A
Curriculum Associates	182863	1,313.40	Title I Part A
Hights Cross Communications	182861	20,137.60	Title I Part A

FUND SOURCE: Title I Part A

AMOUNT: \$77,494.90

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

06/11/12

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

182862

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VC20600000

**SHIP TO THIS ADDRESS**

CURRICULUM ASSOCIATES  
 153 RANGEWAY ROAD  
 P O BOX 2001  
 NORTH BILLERICA MA 01862

FED PRGMS-SCHOOL BOARD GADSDEN  
 35 MARTIN LUTHER KING JR BLVD  
 QUINCY FL 32351

PRINCIPAL / SUPERVISOR

COMPTROLLER

SUPERINTENDENT

*Bonnie Abel*

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
<i>Sole Source</i>				
<i>EPLS r</i>				
		ATTN: ROSE RAYNAK/DM		
		<i>Summer School</i>		
1		FLORIDA READY READING	50949.00	50949.00
		GRADE 3-8		
1		SHIPPING & HANDLING	5094.90	5094.90
	FEDID	26-3954988		

*Bel April*

PAY TERMS: NET 30

TOTAL 56,043.90

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sut grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL	56,043.90	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT		
420	5100	510	0211	4221226	102	8006.27		
420	5100	510	0141	4221226	100	8006.27		
420	5100	510	0061	4221226	102	8006.27		
420	5100	510	0091	4221226	100	8006.27		
420	5100	510	0041	4221226	100	8006.28		
420	5100	510	0171	4221226	100	8006.27		
420	5100	510	0191	4221226	100	8006.27		
/	/	/	/	/				

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

06/11/12

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

182863

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

<b>VENDOR</b> VC20600000	<b>SHIP TO THIS ADDRESS</b>
CURRICULUM ASSOCIATES 153 RANGEWAY ROAD P O BOX 2001 NORTH BILLERICA MA 01862	FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
	<i>Connie Abel</i>	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
<i>EPLS ✓</i>		ATTN: ROSE RAYNAK/DM - GWM		
<i>Sole Source</i>		<i>Summer School</i>		
110		FLORIDA STARS SERIES 3RD GRADE	9.95	1094.50
10		TEACHER GUIDE	9.95	99.50
1		SHIPPING & HANDLING	119.40	119.40
	FEDID	26-3954988		

*Bd April: \_\_\_\_\_*

PAY TERMS: NET 30

TOTAL 1,313.40

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	1,313.40 AMOUNT	
420	5100	510	0041	4221226	100	1313.40	

VENDOR



# THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

06/11/12

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

182861

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

<b>VENDOR</b>	VT09850000	<b>SHIP TO THIS ADDRESS</b>
	HAIGHTS CROSS COMMUNICATIONS DBA-TRIUMPH LEARNING P O BOX 1270 LITTLETON MA 014604270	FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
	<i>Donnie Abel</i>	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN: ROSE RAYNAK/DM		
		<i>Summer School</i>		
		FLORIDA COACH STANDARDS BASED		
		INSTRUCTION, GOLD READING EDTN		
1000		EAST GADSDEN HIGH	8.99	8990.00
1000		WEST GADSDEN HIGH	8.99	8990.00
1		SHIPPING & HANDLING 12%	2157.60	2157.60

*Sole Source*  
*EPLSV*

*Bd Apvd: \_\_\_\_\_*

PAY TERMS: NET 30

TOTAL 20,137.60

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	20,137.60 AMOUNT	
420	5100	510	0071	4221226	100	10068.80	
420	5100	510	0051	4221226	100	10068.80	

**VENDOR**

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8b

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** Continuation of solid waste collection agreement with Waste Pro.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of solid waste collection agreement with Waste Pro for the upcoming fiscal year 2012-2013. Cost for service remains the same as prior fiscal year.

**FUND SOURCE:** 110

**AMOUNT:** \$80,733.84

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# SOLID WASTE COLLECTION AGREEMENT

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

**Term:**

The term of this agreement shall be for (1) year between the dates of July 1, 2012 and June 30, 2013. This agreement can be automatically renewed for additional one year terms at the mutual agreement of the School Board and Waste Pro. Notification by either party needs to take place 60 days prior to the annual contract expiration date.

**Collectors Responsibility:**

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

**Rates for Commercial and Industrial Service:**

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

**Service Guarantee:**

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: Continuation of agreement with Professional Pest Management for pest and weed control for athletic fields.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Gadsden County School District will piggyback Leon County Schools bid award No. 4907 – Pest and Weed control for Athletic Fields with no price increase for 2012-2013. Schools included are West Gadsden High and East Gadsden High.

FUND SOURCE: 110

AMOUNT: \$12,629.50

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# Professional Pest Management, Inc.

4123 Neil Court  
Tallahassee, Fl. 32303

Mobile(850)599-5928  
Fax (850)562-7580  
[Kethppm57@yahoo.com](mailto:Kethppm57@yahoo.com)

May 22, 2012

**Proposal Submitted To:**  
Att: Wayne Sheppard  
Gadsden County Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, Fl. 32351

**Field to be Treated @ West Gadsden High:**  
Football Field = 2.25 Acres  
  
Total Acreage = 2.25 Acres

Dear Wayne,

Below you will proposed applications for your sports turf we discussed. Please let me know if you have any questions concerning this information. I will look forward to hearing back from you.

## 2012-13 SPORTS TURF PROPOSAL (July 1 through June 30)

Month:	DESCRIPTION OF APPLICATION:	Cost Per Acre:	Total Cost:
July	Postemergence Herbicide Application for Sedge control.	\$220.00	\$ 495.00
August	Follow-up Postemergence Herbicide Application for Sedge control.	\$220.00	\$ 495.00
October	Fall pre/postemergence herbicide application for controlling broadleaf weeds and some grasses.	\$172.00	\$ 387.00
March 2013	Spring pre/postemergence herbicide application for controlling broadleaf weeds and some grasses.	\$175.00	\$ 387.00
June 2013	Insecticide application (Top Choice) for mole cricket/ant control.	\$400.00	\$900.00

**Grand Total===== \$2664.00**

Best Regards,

  
Keith Collinsworth

# Professional Pest Management, Inc.

4123 Neil Court  
 Tallahassee, Fl. 32303  
 Mobile(850)599-5928  
 Fax (850)562-7580  
[keithppm57@yahoo.com](mailto:keithppm57@yahoo.com)

May 22, 2012

**Proposal Submitted To:**  
 Att: Wayne Sheppard  
 Gadsden County Schools  
 35 Martin Luther King Jr. Blvd.  
 Quincy, Fl. 32351

**Fields to be Treated @ East Gadsden High:**  
 Football Game Field = 2.50 Acres  
 Practice Field = 2.00 Acres  
 Softball Field = 1.25 Acres  
 Baseball Field = 2.75 Acres  
**Total Acreage = 8.50 Acres**

Dear Wayne,


Below you will proposed applications for your sports turf we discussed. Please let me know if you have any questions concerning this information. I will look forward to hearing back from you.

## 2012-13 SPORTS TURF PROPOSAL (July 1 through June 30)

Month:	Description of Application:	Cost per Acre:	Total Cost:
Growing Season	Five Applications of blended slow release fertilizer on the game Field and practice field. (4.50 acres)	\$135.00	\$3037.50
July	Postemergence Herbicide Application for Sedge control on the Game field and practice field. (4.50 acres)	\$220.00	\$ 990.00
August	Follow-up Postemergence Herbicide Application for Sedge control on the game field and practice field.	\$220.00	\$ 990.00
October	Fall pre/postemergence herbicide application for controlling broadleaf weeds and some grasses and game & practice fields.	\$172.00	\$ 774.00
March 2013	Spring pre/postemergence herbicide application for controlling broadleaf weeds and some grasses.	\$172.00	\$ 774.00
June 2013	Insecticide application (Top Choice) for mole cricket/ant control on all fields	\$400.00	\$3400.00
<b>Grand Total=====</b>			<b>\$9965.50</b>

As always, it is a pleasure doing business with you.

Best Regards,

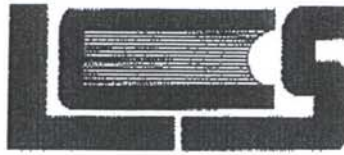


Keith Collinsworth

**Board Chair**  
Dee Dee Rasmussen

**Board Vice Chair**  
Forrest Van Camp

**LEON COUNTY SCHOOLS**



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

**Superintendent**  
Jackie Pons

March 16, 2012

Professional Pest Mgt., Inc.  
Keith Collinsworth, President  
4123 Neil Court  
Tallahassee, FL 32303

Dear Mr. Collinsworth:

The School Board of Leon County awarded **Bid No. 4907-Pest and Weed Control for Athletic Fields** to Professional Pest Mgt., Inc.

The bid specifications state that the contract may be renewed annually, not to exceed three years, if both parties agree to the renewal. The bid prices and conditions must remain the same.

Please advise no later than March 30, 2012 if you wish to renew the contract for another year beginning July 1, 2012 through June 30, 2013.

Your reply may be faxed to the attention of June Kail at (850) 488-3807.

Sincerely,

June Kail  
Purchasing Director

**RENEWAL AGREEMENT**

We agree to renew the above bid, same conditions and requirements for 2012-2013.

Yes:  No:

PROFESSIONAL PEST MANAGEMENT, Inc.  
Company

4123 NEIL COURT  
Street/Box

TALLAHASSEE, FL 32303  
City/State/Zip Code

Keith Collinsworth PRESIDENT  
Signature/Title

MARCH 19, 2012  
Date

**June Kail, Director of Purchasing**

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

**Building the Future Together**

Page 32 of 170  
"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability."



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8d

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

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

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** Gadsden County School District will piggyback Leon County Schools bid award No. 5084-2013 – Pest Control Services District Wide with no price increase for 2012-13.

**FUND SOURCE:** 110

**AMOUNT:** \$22,000.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



Wayne Shepard  
Gadsden County Schools  
35 Martin Luther Blvd.  
Quincy, Fl. 32351

June 8, 2012

Dear Mr. Shepard,

Thank you for the opportunity to provide pest control for Gadsden County Schools. McCall Service Inc. proposes to continue providing pest control service for all current locations at current prices for this fiscal year. McCall service will not adjust price, locations, or specifics of service unless directed by Gadsden County Schools.

Should Gadsden County Schools need additional services, need to add or delete a location, or request any change to existing agreement, McCall Service will provide a written documentation for you prior to starting any service.

We do appreciate your relationship with McCall Service, and look forward to continuing to keep your facilities pest free. Please contact me with any questions, or if you need any more information.

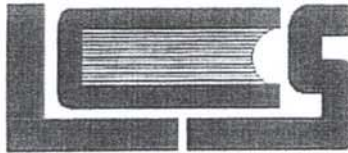
Sincerely,

Tim Schroeder  
Manager  
McCall Service Inc.  
(850) 345-2993

**Board Chair**  
Dee Dee Rasmussen

**Board Vice Chair**  
Forrest Van Camp

LEON COUNTY SCHOOLS



**Superintendent**  
Jackie Pons

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

May 15, 2012

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

Dear Mr. Schroeder:

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

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

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

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

Sincerely,

June Kail  
Purchasing Director

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

**June Kail, Director of Purchasing**

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

Building the Future Together

Page 35 of 170  
"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability."

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8e

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** Continuation of lawn/grounds maintenance agreements.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of lawn/grounds maintenance agreements for 2012-2013 at West Gadsden High School and the Max D. Walker complex.

**FUND SOURCE:** 110

**AMOUNT:** \$30,110.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY


PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

CUSTODIAL

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

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

FROM:  Wayne Shepard – Director of Facilities

RE: Lawn Maintenance Agreement

DATE: May 11, 2012

Dear Mr. Bryant:

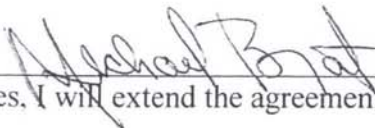
The School Board of Gadsden County would like to extend your agreement for lawn maintenance another year. Continuation of this agreement will be from July 1, 2012 thru June 30, 2013. This is a twelve month agreement.

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

Please review the specifications and terms of your original agreement and provide to the School Board Maintenance Department updated forms and exemptions (*i.e. proof of insurance, exemption from workman's compensation coverage, current pesticide applicators license, form W9*).

Payment schedule will stay the same (invoices and sign off tickets in by the 25<sup>th</sup>, paid by the 10<sup>th</sup> of the following month).

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

 5/17/12  
Yes, I will extend the agreement at the 2011-2012 prices Date

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

# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

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

TO: Rick Shiver - Grounds Maintenance Services Inc.  
736 Havana Hwy., Quincy, FL 32352  
gmsi@tds.net

FROM: Wayne Shepard - Director of Facilities

RE: Grounds Maintenance Agreement

DATE: May 22, 2012

Dear Mr. Shiver:

The School Board of Gadsden County would like to extend your agreement for grounds maintenance another year. Continuation of this agreement will be from July 1, 2012 thru June 30, 2013. Excluded months are noted in your proposal dated 5-9-2011.

Agreement #1 - West Gadsden High football field, not to exceed \$3,900.00  
Irrigation maintenance - \$500.00  
Fertilizing football field - \$1200.00

Agreement #2 - East Gadsden High football field, not to exceed \$4,650.00

Agreement #3 - East Gadsden High baseball and softball fields. Not to exceed \$3,400.00

Agreement #4 - East Gadsden High practice field. Not to exceed \$1,700.00

Agreement #5 - East Gadsden High football field and inside 4 ft fence to track. Not to exceed \$1,260.00  
Irrigation maintenance - \$500.00

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

Payment schedule will stay the same (invoices and sign off tickets in by the 25<sup>th</sup>, paid by the 10<sup>th</sup> of the following month).

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

 5-23-12  
Yes, I will extend the agreement Date

No, I will not extend the agreement Date

Total value - \$17, 110.00

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8f

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** Continuation of lawn/grounds maintenance contracts.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For Board approval of renewing lawn/grounds maintenance contracts for 2012-2013.  
Reference BID # 1011-01

**FUND SOURCE:** 110

**AMOUNT:** \$98,471.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

CUSTODIAL

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

TO: Michael Lundy – Tristate Lawn and Landscaping  
23 Smokey Alley Road  
Colquitt, GA 39837  
tristatelawns@gmail.com

FROM: Wayne Shepard – Director of Facilities

RE: continuation of lawn maintenance contracts, bid# 1011-01

DATE: May 14, 2012

Dear Mr. Lundy:

The School Board of Gadsden County would like to extend your contracts for lawn maintenance another year. Continuation of these contracts will be from July 1, 2012 thru June 30, 2013. **Excluding the months of January and February.**

### **Bid # 1011-01**

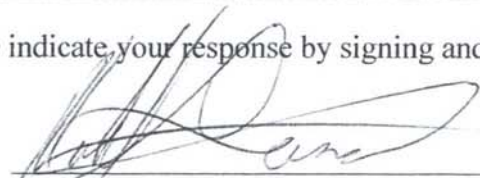
Group #3 Stewart Street Elementary, Maintenance Department, Bus Garage, Gadsden Technical, Food Service Warehouse, Carter Parramore Academy @ \$862.00 per bi-weekly service.

Group #4 Gretna Elementary, Chattahoochee Elementary and St. John Elementary @ \$590.00 per bi-weekly service

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

Payment schedule will stay the same (invoices and sign off tickets in by the 25<sup>th</sup>, paid by the 10<sup>th</sup> of the following month). Sign off tickets must be signed and dated by the principal or head custodian after each service as per original agreement. Payment subject to be withheld if not submitted with invoices.

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

  
Yes, I will extend the contract at the 2011-2012 prices \_\_\_\_\_ Date 5/13/12

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



# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

CUSTODIAL

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

TO: Evans Landscaping, LLC  
P.O. Box 696  
Havana, FL 32333

FROM: Wayne Shepard – Director of Facilities

RE: continuation of lawn maintenance contracts, bid# 1011-01

DATE: May 14, 2012

Dear Mr. Evans:

The School Board of Gadsden County would like to extend your contracts for lawn maintenance another year. Continuation of these contracts will be from July 1, 2012 thru June 30, 2013. **Excluding the months of January and February unless otherwise noted.**

### **Bid # 1011-01**

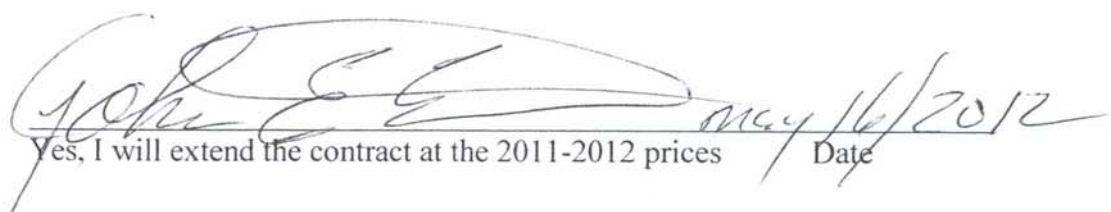
Group #1 Havana Elementary and Havana Middle @ \$625.00 per bi-weekly service  
Group #2 Gadsden Elementary, Shanks Middle, George Munroe Elementary @ \$700.00 per bi-weekly service  
Group #5 West Gadsden High and Greensboro Elementary @ \$600.00 per bi-weekly service  
Group #6 East Gadsden High @ \$800.00 per bi-weekly service (12 month contract)

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

Payment schedule will stay the same (invoices and sign off tickets in by the 25<sup>th</sup>, paid by the 10<sup>th</sup> of the following month).

Sign off tickets must be signed and dated by the principal or head custodian after each service as per original agreement. Payment subject to be withheld if not submitted with invoices.

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

  
Yes, I will extend the contract at the 2011-2012 prices

Date

No, I will not extend the contract

Date

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8g

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** Continuing L.P. gas service with Empire Gas

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** for Board approval to renew the L.P. gas contract with Empire Gas of Donalsonville, GA for the 2012-2013 fiscal year. *Terms are current market price per gallon plus .25 markup.* Reference bid #0708-07

**FUND SOURCE:** 110

**AMOUNT:** \$121,389.56

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                     

CHAIRMAN'S SIGNATURE: page(s) numbered                     

Be sure that the COMPTROLLER has signed the budget page.

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# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

500 SOUTH STEWART STREET, QUINCY, FLORIDA 32351 • (904) 627-8888 • FAX: (904) 318-5788

May 16, 2012

Mr. Lloyd Atkinson  
Empiregas Inc. of Donaldsonville Georgia  
Post Office Box 654  
Donaldsonville, Georgia 32316

Dear Mr. Atkinson:

The School Board of Gadsden County would like to extend your contract for L.P. Gas for another year under the same terms as the original bid #0708-07 (firm mark up .25). Continuation of this contract will be from July 1, 2012 thru June 30, 2013.

\*Please note the addendum below.

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

 5-24-2012

Yes, I will extend the contract      Date

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

Respectfully submitted,

  
Wayne Shepard  
Director of Facilities

\*addendum (1): It is a possibility that during the fiscal year of July 1, 2012 – June 30, 2013 that the entire campus of East Gadsden High School 27001 Blue Star Hwy., Havana, FL 32333 will be converted to natural gas.

DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 09:00

FR-ENTERED-TO BATCH	---VENDOR---	RCP	PO NUM	CHECK#	CNTR
070111 052912	F E07110000				

--VENDOR--	-----INVOICE-----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
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FE07110000	9103057		042512	175.96	Y	020373	087335	050412
FE07110000	9103058		042512	407.40	Y	020373	087335	050112
FE07110000	9103060		042512	376.97	Y	020373	087335	050112

1326.03  
 + 650.79  
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 1976.82  
 x 2  
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 3,953.64

TOTAL 18,927.59

Total

ALL RECORDS DISPLAYED. NEXT?

TERML: 8AD2

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TW1H0109

#54/14

18,927.59  
 3,953.64  
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22,881.23

F.S.

DIST: 20 FY: 12 6. VENDOR INVOICE SCAN TIME: 09:00

FR-ENTERED-TO BATCH ---VENDOR--- RCP PO NUM CHECK# CNTR  
070111 052912 F E0711000

---VENDOR---INVOICE---UT-DATE-AMOUNT---RCP PO NUM CHECK# ENTERED  
FE07110000 3603458-5 022912 193.77 Y 020373 086439 030612

FE07110000 9100598 M 111411 261.95 Y 020373 085518 010912  
FE07110000 9100533 072511 799.39 Y 020356 082360 072511  
FE07110000 9100598 080211 1,128.07 Y 020356 082441 080211  
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FE07110000 9101040 101311 375.54 Y 020373 084134 101311  
FE07110000 9101117 M 101811 559.04 Y 020373 084362 102511

\* SUB 6,513.05

PAGE FULL, ENTER TO CONTINUE TERM: 6AD2

1 Sess-1 199,44,72.2 TW1H0109 #S4/21

4-0

FDD SVCS

DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 09:00

FR-ENTERED-TO BATCH ---VENDOR-- RCP PO NUM CHECK# CNTR  
 070111 052912 \_\_\_\_\_ F E07110000 \_\_\_\_\_

--VENDOR--	-----INVOICE----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
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FE07110000	9101330		100811	289.46	Y	020373	084592	110811
FE07110000	9101368		111411	307.50	Y	020373	084702	111411
FE07110000	9101369		111411	231.04	Y	020373	084702	111411
FE07110000	9101433		112911	493.85	Y	020373	084906	112911
FE07110000	9101736		120511	382.94	Y	020373	085030	120511
FE07110000	9101738		120511	300.12	Y	020373	085030	120511
FE07110000	9101796		M 120611	539.56	Y	020373	085518	010912
FE07110000	9101801		M 120711	337.64	Y	020373	085518	010912
FE07110000	9102113		011712	1,000.20	Y	020373	085624	011712
FE07110000	9102131		011712	324.31	Y	020373	085624	011712
FE07110000	9102140		011712	391.14	Y	020373	085624	011712
FE07110000	9102142		011712	725.29	Y	020373	085624	011712

\* SUB 12,061.40

PAGE FULL. ENTER TO CONTINUE

TERML: 8AD2

4-© 1 Sess-1 199.44.72.2 TW1H0109 #S4/14

DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 09:00

FR-ENTERED-TO BATCH	---VENDOR--	RCP	PO NUM	CHECK#	CNTR
070111 052912	F E07110000				

--VENDOR--	-----INVOICE----	UT	-DATE-	----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
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FE07110000	9102384		020612	820.00	Y	020373	085955	020612
FE07110000	9102394		021412	240.29	Y	020373	086063	021412
FE07110000	9102398		022312	434.25	Y	020373	086175	022312
FE07110000	9102503		021412	540.00	Y	020373	086063	021412
FE07110000	9102705		021512	579.00	Y	020373	086063	021512
FE07110000	9102794	M	030712	241.25	Y	020373	086556	031312
FE07110000	9102804		030812	326.56	Y	020373	086753	032712
FE07110000	9102820		031512	510.87	Y	020373	086753	032912
FE07110000	9102853		032711	601.00	Y	020373	087335	050112
FE07110000	9102892		041012	339.87	Y	020373	087078	041712
FE07110000	9103022		041812	310.92	Y	020373	087214	042412

\* SUB 17,601.56

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650.79

ACCTS PAYABLE

DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 08:57

FR-ENTERED-TO BATCH ---VENDOR--- RCP PO NUM CHECK# CNTH  
 070111 052912 \_\_\_\_\_ V E07090000 \_\_\_\_\_

---VENDOR---	-----INVOICE----	UT	-DATE-	----AMOUNT---	RCP	PO	NUM	CHECK#	ENTRED
VE07090000	9100600-E.GAD		072711	784.78	Y			082442	080211
VE07090000	9100625-G BORO		080211	620.73	Y			082538	080911
VE07090000	9100627-W.GAD		080211	1,240.48	Y			082538	080911
VE07090000	9100755-E.GAD		082311	385.92	Y			082919	082911
VE07090000	9100834-E.GAD #5		091311	241.08	Y			083691	092111
VE07090000	9101029-G BORO		100511	1,058.79	Y			084135	101111
VE07090000	9101031-W.GAD		100511	872.59	Y			084135	101111
VE07090000	9101041-E.GAD #5		101011	2,891.59	Y			084135	101111
VE07090000	9101069-E.GAD #3 & 5		101211	2,152.71	Y			084263	101911
VE07090000	9101118-E.GAD #4 & 5		101811	1,640.82	Y			084263	101911
VE07090000	9101227-W.GAD		102011	453.05	Y			084363	102511
VE07090000	9101276-E.GAD #3 & 5		102711	2,929.86	Y			084593	110811
VE07090000	9101277-E.GAD # 7		102711	564.16	Y			084593	110811

\* SUB 15,836.56

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DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 08:57

FR-ENTERED-TO BATCH ---VENDOR-- RCP PO NUM CHECK# CNTR  
 070111 052912 \_\_\_\_\_ V E07090000 \_\_\_\_\_

--VENDOR--	-----INVOICE----	UT	-DATE-	----AMOUNT---	RCP	PO	NUM	CHECK#	ENTRED
VE07090000	9101329E-GAD #4 & 5		110311	2,109.66	Y			084593	110811
VE07090000	9101366-G'BORO		110811	410.00	Y			085625	011812
VE07090000	9101391-E.GAD #4 & 5		111011	2,152.50	Y			084703	111511
VE07090000	9101440-E.GAD #5		111611	1,640.00	Y			084907	113011
VE07090000	9101483-E.GAD #5		112211	1,436.03	Y			084907	112911
VE07090000	9101735-E.GAD #4 & 5		111311	1,706.42	Y			085031	120711
VE07090000	9101737-GRETNA-FTMBK		111311	882.12	Y			085031	120711
VE07090000	9101795-G'BORO FT/BK		120611	1,568.46	Y			085145	121211
VE07090000	9101808-E.GAD #4 & 5		120711	2,665.62	Y			085145	121211
VE07090000	9101888-E.GAD #4 & 5		122011	2,460.00	Y			085519	011012
VE07090000	9101889-E.GAD #8		122011	1,312.00	Y			085519	011012
VE07090000	9101914-E.GAD #5		010412	1,586.70	Y			085519	011012
VE07090000	9101965-E.GAD 3,4& 5		121411	3,337.61	Y			085405	010512

\* SUB 39,103.68

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DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 08:57

FR-ENTERED-TO BATCH ---VENDOR-- RCP PO NUM CHECK# CNTR  
 070111 052912 \_\_\_\_\_ V E07090000 \_\_\_\_\_

--VENDOR--	-----INVOICE----	UT	-DATE-	----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9102043-GRETNA-FT BK		123011	3,260.32	Y		085405	010412
VE07090000	9102111-G'BORO BK		010612	2,255.62	Y		085833	013112
VE07090000	9102112-G'BORO FT		010612	915.33	Y		085833	013112
VE07090000	9102139-E.GAD #3 & 5		011812	1,845.21	Y		085625	011812
VE07090000	9102163-E.GAD2,3,4,5		010512	3,485.00	Y		085519	011012
VE07090000	9102176-GRETNA-FT BK		010912	2,079.60	Y		085519	011112
VE07090000	9102196-E.GAD 3,4& 5		011912	3,690.00	Y		085833	013112
VE07090000	9102251-GRETNA-FT BK		012512	2,351.35	Y		085833	013112
VE07090000	9102253-G'BORO BK		012512	1,560.05	Y		085833	013112
VE07090000	9102255-E.GAD #3 & 5		012512	2,144.51	Y		085833	013112
VE07090000	9102294-E.GAD #4 & 5		013112	1,889.49	Y		085956	020812
VE07090000	9102385-G'BORO		012712	410.00	Y		086324	022812
VE07090000	9102386-W.GAD		012712	1,435.00	Y		085833	013112

\* SUB 66,425.16

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DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 08:57

FR-ENTERED-TO BATCH ---VENDOR-- RCP PO NUM CHECK# CNTR  
 070111 052912 \_\_\_\_\_ V E07090000 \_\_\_\_\_

--VENDOR--	-----INVOICE----	UT	-DATE-	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9102395-GRETNA-FTMBK		020912	1,483.40	Y		086064	021512
VE07090000	9102397-E.GAD#123&5		021012	1,785.25	Y		086064	021512
VE07090000	9102574-E.GAD #4 & 5		021512	1,834.27	Y		086176	022112
VE07090000	9102604-GRETNA-FT BK		022012	784.55	Y		086176	022112
VE07090000	9102605-GRETNA		022012	761.77	Y		086176	022112
VE07090000	9102622-E.GAD #4 & 5		022312	2,412.69	Y		086324	022812
VE07090000	9102658-W.GAD #1 & 2		022912	689.98	Y		086440	030512
VE07090000	9102660-E.GAD #4 & 5		022912	1,895.45	Y		086440	030512
VE07090000	9102706-G'BORO FT/BK		021412	2,074.75	Y		086064	021512
VE07090000	9102792-GRETNA-FT M		030712	529.79	Y		086557	031312
VE07090000	9102793-GRETNA		030712	217.13	Y		086557	031312
VE07090000	9102803-E.GAD #4 & 5		030812	2,225.10	Y		086557	031312
VE07090000	9102821-E.GAD #3 & 5		031512	2,123.19	Y		086881	033012

\* SUB 85,242.48

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DIST: 20 FY: 12

6. VENDOR INVOICE SCAN

TIME: 08:57

FR-ENTERED-TO BATCH	---	VENDOR--	RCP	PO NUM	CHECK#	CNTR
070111 052912	_____	V E07090000	_____	_____	_____	_____

--VENDOR--	-----INVOICE----	UT	-DATE-	----	AMOUNT---	RCP	PO NUM	CHECK#	ENTRED
VE07090000	9102852-E.GAD	5	032712		1,098.75	Y		086881	040212
VE07090000	9102854-G'BORO		032712		967.32	Y		087453	050912
VE07090000	9103023-E.GAD	5	041812		1,432.18	Y		087215	042412
VE07090000	9103059-G'BORO		042512		1,093.51	Y		087453	050912
VE07090000	9103061-W.GAD		042512		559.20	Y		087336	050112
VE07090000	9103062-W.GAD		042512		484.37	Y		087336	050112
VE07090000	9103143-W.GAD		011812		492.00	Y		085625	011812

$$\begin{array}{r} 3569.26 \\ \times \quad 2 \\ \hline 7138.52 \end{array}$$

TOTAL 91,369.81

Total

ALL RECORDS DISPLAYED. NEXT?

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$$\begin{array}{r} 91,369.81 \\ 7138.52 \\ \hline 98,508.33 \end{array}$$

heating

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: HVAC service agreement with Brooks Air Systems for East Gadsden High

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Continuation of full service HVAC agreement with Brooks Air Systems at East Gadsden High School for the upcoming fiscal year July 01, 2012 – June 30, 2013. Cost for service remains the same as prior fiscal year.

FUND SOURCE: 110

AMOUNT: \$45,924.00

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

## **SERVICE AGREEMENT**

**Presented To:**

**GADSDEN COUNTY  
SCHOOLS BOARD  
WAYNE SHEPARD  
EAST GADSDEN H.S.**

# SERVICE AGREEMENT

Customer Information:

Date: April 11, 2012

Customer Name: Gadsden County School Board  
Contact Name/Title: Wayne Shepard – Director of Facilities  
Street Address: 35 Martin Luther King Jr. Blvd.  
City, State, Zip: Quincy, FL 32351

Locations Covered:

The Campus of East Gadsden High School

Description of Service:

This is a FULL service agreement-coverage includes ALL emergency calls routine maintenance, parts and labor to diagnose, repair or replace failed components of the equipment covered under this agreement. The (3) McQuay chillers will be covered as Preventative Maintenance Only.

Price and Billing Terms:

\$45,924.00/yr to be billed in equal monthly investments of \$3,827.00

Proposal Expiration Date: July 15, 2012 Proposal must be accepted and returned.

This Service Agreement proposal, including the attached pages and special conditions, constitutes the entire agreement, and shall become a valid contract after your acceptance and credit approval by B.A.S. This agreement supersedes all prior presentations and agreements not incorporated herein, and no other verbal or written agreement for service exists between us.

This agreement commences on July 01, 2012 and shall continue until June 30, 2013, and may continue from year to year thereafter until terminated in writing by either party.

Proposed: Brooks Air Systems  
By: Tom Zimmerly

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

Title: Service Sales Engineer

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

Date: April 11, 2012

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

# HVAC EQUIPMENT COVERED

Brooks Air Systems

Item	Equip. Type	MFG.	Order Number	Model No.	Qty	Serial No.	Tag	Area Served	Ship Date	Start-Up Date	Belt Size/ Qty	Filter Sizes / Quantity
				<i>On Record with original Contract</i>								

This is the entire list of mechanical equipment to be maintained as of \_\_\_\_\_



	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED BY PERFORMANCE
<b>MAINTENANCE SCHEDULES</b>				
<b>AIR-COOLED SCROLL CHILLER</b>				
<b>GENERAL</b>				
A) Perform controller check, log, and last fault analysis	X			
B) Inspect for refrigerant and oil leaks	X			
C) Check condenser coils, clean debris from around condenser	X			
D) Verify safety controls for proper operation		X		
E) Check refrigerant system for presence of moisture/acid		X		
F) Check condenser fan motors, verify proper operation		X		
G) Inspect thermal insulation for integrity			X	
H) Inspect entire unit for noise, vibration, cleanliness, and paint			X	
<b>ELECTRICAL</b>				
A) Check terminals for tightness, tighten as necessary			X	
A) Clean control panel interior			X	
B) Visually inspect components for signs of overheating	X			
A) Verify compressor heater operation	X			
A) Megger compressor motor every five years				X
<b>REFRIGERATION</b>				
A) Leak test	X			
B) Check sight glasses for clear flow	X			
C) Check filter-drier pressure drop (see manual for spec)	X			
D) Perform compressor vibration test			X	
<b>CONDENSER (AIR-COOLED)</b>				
A) Clean condenser coils			X	
B) Check fan blades for tightness on shaft			X	
C) Check fans for loose rivets and cracks			X	
D) Check coil fins for damage			X	
<b>AHU MAINTENANCE</b>				
A) Check all moving parts for wear		X		
B) Inspect drain pans and clean as necessary	X			
C) Inspect and replace filters	X			
D) Check for tightness:				
Bearing Collar		X		
Sheave		X		
Wheel Hub Setscrews		X		
Sheave Cap screws		X		
Bearing Hold-Down Bolts		X		
E) Relubricate Motor and Fan Shaft Bearings:				
IF unit runs continuously		X		
IF unit runs 12 hours (or less) a day			X	
<b>KEY</b>				

M = Perform According to Manufacturer's Instructions  
 O = Performed by in-house personnel  
 X = Performed by service personnel

<b>VFD MAINTENANCE</b>				
A)	Check R7/R8 Enclosure Inlet Air Filter (replace if necessary)	X		
B)	Check R7/R8 Enclosure Exhaust Air Filter (replace if necessary)		X	
C)	Check and Clean Heatsink		X	
D)	Replace Drive Module Fan			X
E)	Change Capacitor			X
F)	Replace Battery in the Assistant Control Panel			X
<b>PUMP MAINTENANCE</b>				
A)	Check Motor Lubrication	X		
B)	Check Pump Lubrication	X		
<b>AIR-COOLED SPLIT SYSTEM MAINTENANCE</b>				
<b>ELECTRICAL</b>				
A)	Check terminals for tightness, tighten as necessary			X
A)	Clean control panel interior			X
B)	Visually inspect components for signs of overheating	X		
A)	Verify compressor heater operation	X		
A)	Megger compressor motor every five years			X
<b>REFRIGERATION</b>				
A)	Check sight glasses for clear flow	X		
C)	Check filter-drier pressure drop (see manual for spec)	X		
D)	Perform compressor vibration test			X
<b>CONDENSER (AIR-COOLED)</b>				
A)	Clean condenser coils			X
B)	Check fan blades for tightness on shaft			X
C)	Check fans for loose rivets and cracks			X
D)	Check coil fins for damage			X
<b>AIR HANDLING UNIT</b>				
A)	Check all moving parts for wear		X	
B)	Inspect drain pans and clean as necessary	X		
C)	Inspect and replace filters	X		
D)	Check for tightness:			
	Bearing Collar		X	
	Sheave		X	
	Wheel Hub Setscrews		X	
	Sheave Cap screws		X	
	Bearing Hold-Down Bolts		X	
E)	Relubricate Motor and Fan Shaft Bearings:			
	IF unit runs continuously		X	
	IF unit runs 12 hours (or less) a day			X
<b>KEY</b>				
O = Performed by in-house personnel				
X = Performed by service personnel				

	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED BY PERFORMANCE
<b>EMCS MAINTENANCE SCHEDULE</b>				
<b>GLOBAL CONTROLLER</b>				
A) Remove accumulated dust from interior and exterior	X			
B) Check operation of Modem	X			
C) Make backup copy of database	X			
D) Check power supply voltage	X			
E) Check battery for proper charge	X			
F) Verify operation of battery backup	X			
G) Check voltage levels on communication trunks	X			
H) Check all electrical connections	X			
<b>TERMINAL CONTROLLERS (2 AHU AND 2 VAV)</b>				
A) Perform point-point check of all connected points	X			
B) Calibrate all temperature sensors	X			
C) Verify software sequence of operation	X			
D) Check communications to Global Controller	X			
E) Check all switch settings for proper position	X			
<b>OPERATORS TERMINAL</b>				
A) Thoroughly clean filters, remove dust and dirt from int/ext	X			
B) Check all functions	X			
<b>CPU POWER SUPPLY</b>				
A) Verify operation of all software functions	X			
B) Check cables for chafing and broken insulation; replace	X			
C) Check power supply voltages and surge protection	X			
A) Performance Evaluation (Superheat Control)	X			
<b>PERFORM SYSTEM BACK-UP</b>				
A) 1 set of disks for owner	X			
B) 1 set of disks for Brooks Air Systems	X			
C) System software updates as they become available	X			

<b>KEY</b> O = Performed by in-house personnel X = Performed by service personnel
---

## BROOKS AIR SYSTEMS TERMS AND CONDITIONS OF SALE- SERVICE

This agreement is between Brooks Air Systems, Inc. ("B.A.S.") and the customer. This agreement applies only to equipment installed prior to effective date of this agreement and as described on attachment(s).

**1. PAYMENT AND TAXES** -- Payment shall be net upon receipt of invoice. Brooks Air Systems reserves the right to require cash payment or other alternative method of payment prior to completion of work if Brooks Air Systems determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. Brooks Air Systems reserves the right to discontinue its service anytime payments have not been paid as agreed. In addition to the Agreement price, the Customer shall pay Brooks Air systems any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

**2. WORKING HOURS** -- All services performed under this Agreement including major repairs, are to be provided during Brooks Air Systems normal working hours unless otherwise agreed. Normal working hours (8 a.m. to 5 p.m.) Monday through Friday will apply to all services, unless otherwise stated, including major repairs performed under this agreement. Work performed beyond normal working hours for the convenience of the Customer shall be billed at the difference between overtime and straight time rates. We will respond to all calls within a four (4) hour time period or sooner.

**3. ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Brooks Air Systems prevailing contract labor rate of \$ 82.00 per hour mechanical, \$ 95.00 controls and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

- In the event Brooks Air Systems is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Brooks Air Systems control, the customer shall reimburse B.A.S. for expenses incurred in making repairs and/or replacements and/or replacements, and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

**4. REPAIR OR REPLACEMENT** - Brooks Air Systems shall not be responsible for repair or replacement of any HVAC or EMCS equipment that is damaged by any disaster or weather catastrophes (ie, floods, tornados, hurricanes, etc.), vandalism, other contractors, maintenance personnel, tenants, or any other party.

Brooks Air Systems is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that Brooks Air Systems encounters any asbestos, mold product or any hazardous material in the course of performing its work, Brooks Air Systems may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Brooks Air Systems shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Brooks Air Systems shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Brooks Air Systems, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Brooks Air Systems shall not be required to repair or replace equipment that has not been properly maintained.

**5. SUPPLEMENTAL CONDITIONS SECTION** -- This agreement presupposes that all major pieces of equipment are in proper operating condition at the signing of this agreement.

- It shall be the responsibility of Brooks Air Systems to inspect and report to the customer any malfunctions and defects within sixty (60) days after acceptance date. If equipment cannot be operated within this 60 day period due to seasonal conditions or factors beyond our control, the period for the initial inspection will be extended 60 days after the equipment can be operated and checked.
- It shall also be the responsibility of Brooks Air Systems to make recommendations and assist the customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the customer
- After equipment restoration to original operating conditions has been approved by Brooks Air Systems, coverage will become effective in accordance with the terms of this agreement.

**6. PROPRIETARY RIGHTS**— During the term of this Agreement and in combination with certain services, Brooks Air Systems may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Brooks Air Systems. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on Customer equipment.

7. **DELAYS**– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

#### 8. CUSTOMER OBLIGATIONS

Customer shall:

- Provide a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Brooks Air Systems of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Brooks Air Systems to stop and start equipment necessary to perform service.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Operate the equipment properly and in accordance with instructions.

9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE** – Upon the initial scheduled operating and/or initial annual stop inspection should Brooks Air Systems determines the need for repairs or replacement. Brooks Air Systems will provide the Customer in writing an "equipment condition" report that includes recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Brooks Air Systems recommends certain services (that are not included herein or upon initial inspection). If the Customer does not elect to have such services properly performed in a timely fashion, Brooks Air Systems shall not be responsible for any equipment or control failures, operability and any long-term damage that may result. Brooks Air Systems at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. **CUSTOMER TERMINATION**– Customer shall have the right to terminate this Agreement for Brooks Air Systems non-performance provided Brooks Air Systems fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Brooks Air Systems shall have free access to enter Customer locations to disconnect and remove any Brooks Air Systems personal proprietary property or devices as well as remove any and all Brooks Air Systems-owned parts, tools and personal property. Additionally, Customer agrees to pay Brooks Air Systems for all incurred but unamortized service costs performed by Brooks Air Systems including overheads and a reasonable profit.

11. **CUSTOMER RESPONSIBILITY** – It is agreed that the customer will assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.

12. **LIMITATION OF LIABILITY**– Under no circumstances shall Brooks Air Systems be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Brooks Air Systems shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Brooks Air Systems negligent acts or omissions directly contributed to such injury or property damage. Brooks Air Systems maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Brooks Air Systems under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Brooks Air Systems.

B.A.S. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by B.A.S. impractical: strikes, fires, war, late or non-delivery by suppliers of B.A.S., and all other contingencies beyond the reasonable control of B.A.S. Under no circumstances shall B.A.S. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall B.A.S.'s liability exceed the purchase price paid under this contract.

13. **WASTE DISPOSAL**– Contractor is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

14. **CLAIMS** – Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

15. **SUPERSEDURE, ASSIGNMENT and MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Brooks Air System's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8i

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** HVAC service agreement with Brooks Air Systems for West Gadsden High

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** Continuation of full service HVAC agreement with Brooks Air Systems at West Gadsden High School for the upcoming fiscal year July 01, 2012 – June 30, 2013. Cost for service remains the same as prior fiscal year.

**FUND SOURCE:** 110

**AMOUNT:** \$38,220.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

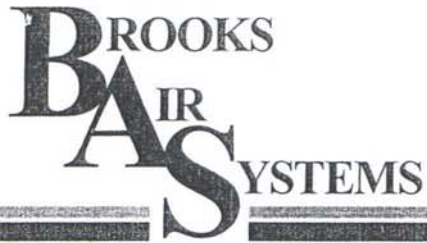
       Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



Commercial HVAC Equipment, Controls, Service, and Parts

## SERVICE AGREEMENT

Presented To:

**GADSDEN COUNTY  
SCHOOL BOARD  
WAYNE SHEPARD  
WEST GADSDEN HIGH  
SCHOOL**

# SERVICE AGREEMENT

---

**Customer Information:**

**Date:** April 11, 2012

**Customer Name:** Gadsden County School Board  
**Contact Name/Title:** Wayne Shepard – Director of Facilities  
**Street Address:** 35 Martin Luther King Jr. Blvd  
**City, State, Zip:** Quincy, Florida 32351

**Locations Covered:**

West Gadsden High School  
200 Providence Road  
Greensboro, FL 32330

**Description of Service:**

This is a FULL service agreement-coverage includes ALL emergency calls routine maintenance, parts and labor to diagnose, repair or replace failed components of the equipment covered under this agreement. The (2) McQuay chillers will be covered as inspections only.

**Price and Billing Terms:**

\$38,220.00 to be billed in equal monthly investments of \$ 3,185.00

**Proposal Expiration Date:** July 15, 2012 Proposal must be accepted and returned.

This Service Agreement proposal, including the attached pages and special conditions, constitutes the entire agreement, and shall become a valid contract after your acceptance and credit approval by B.A.S. This agreement supersedes all prior presentations and agreements not incorporated herein, and no other verbal or written agreement for service exists between us.

This agreement commences on July 01, 2012 and shall continue until June 30, 2013 and may continue from year to year thereafter until terminated in writing by either party.

**Proposed:** Brooks Air Systems  
By: Tom Zimmerly

Title: Branch Manager

Date: April 15, 2012

**Accepted:** \_\_\_\_\_  
By: \_\_\_\_\_

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

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



## HVAC EQUIPMENT COVERED

### West Gadsden High School Greensboro FL

Item	Equip. Type	MFG.	Order Number	Model No.	Qty	Serial No.	Tag	Area Served	Ship Date	Start-Up Date	Belt Size/ Qty	Filter Sizes / Quantity
1	CHILLER	McQuay	E799282130	AGS170CH27	1	STNU060700220	7-2	CAMPUS		8-29-07		
2	CHILLER	McQuay	F7992F2120	AGS170CH27	1	STNU060700221	7-1	CAMPUS		3-28-07		
3	VFD	ABB		ACH550-VD-08A8-4+K465	1	2063000882	AHU		7-25-06	5-31-07		
4	VFD	ABB		ACH550-VD-012A-4+K465	1	2063000883	AHU		7-25-06	5-31-07		
5	VFD	ABB		ACG550-VD-012A-4+K465	1	2063000886	AHU		7-25-06	5-31-07		
6	VFD	ABB		ACH550-VD--023A-4+K465	1	2063000887	PUMP		7-25-06	5-31-07		
7	VFD	ABB		ACH550-VD-023A-4+K465	1	2063000888	PUMP		7-25-06	5-31-07		
8	VFD	ABB		ACH550-VD-023A-4+K465	1	2063000889	AHU		7-25-06	5-31-07		
9	VFD	ABB		ACH550-VD-023A-4+K465	1	2063000890	AHU		7-25-06	5-31-07		
10	VFD	ABB		ACH550-VD-031A-4+K465	1	2063000891	AHU		7-25-06	5-31-07		
11	VFD	ABB		ACH550-VD-031A-4+K465	1	2063000893	AHU		7-25-06	5-31-07		
12	VFD	ABB		ACH550-VD-031A-4+K465	1	2063000894	AHU		7-25-06	5-31-07		
13	VFD	ABB		ACH550-VD-031A-4+K465	1	2063000919	AHU		7-25-06	5-31-07		
14	FANCOILS	ETI		VARIOUS	87	VARIOUS	BY ROOM			6-4-07		
15	Walk-in Cooler			REFRIGATEK	1		KITCHEN			6-6-07		
16	Walk-in Freezer			REFRIGATEK	1		KITCHEN			6-6-07		
17	AHU	MCQUAY		VARIUOS	11	VARIOUS	BY BLDG			5-31-07		
18	PUMPS			PRIMARY	2	"		CAMPUS		5-31-07		
19	PUMPS			SECONDARY	2	"		CAMPUS		5-31-07		

This is the entire list of mechanical equipment to be maintained as of \_\_\_\_\_

	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED BY PERFORMANCE
<b>MAINTENANCE SCHEDULES</b>				
<b>AIR-COOLED SCREW CHILLER</b>				
<b>GENERAL</b>				
A) Perform controller check, log, and last fault analysis	X			
B) Inspect for refrigerant and oil leaks	X			
C) Check condenser coils, clean debris from around condenser	X			
D) Verify safety controls for proper operation		X		
E) Check refrigerant system for presence of moisture/acid		X		
F) Check condenser fan motors, verify proper operation		X		
G) Inspect thermal insulation for integrity			X	
H) Inspect entire unit for noise, vibration, cleanliness, and paint			X	
<b>ELECTRICAL</b>				
A) Check terminals for tightness, tighten as necessary			X	
A) Clean control panel interior			X	
B) Visually inspect components for signs of overheating	X			
A) Verify compressor heater operation	X			
A) Megger compressor motor every five years				X
<b>REFRIGERATION</b>				
A) Leak test	X			
B) Check sight glasses for clear flow	X			
C) Check filter-drier pressure drop (see manual for spec)	X			
D) Perform compressor vibration test			X	
<b>CONDENSER (AIR-COOLED)</b>				
A) Clean condenser coils			X	
B) Check fan blades for tightness on shaft			X	
C) Check fans for loose rivets and cracks			X	
D) Check coil fins for damage			X	
<b>AHU MAINTENANCE</b>				
A) Check all moving parts for wear		X		
B) Inspect drain pans and clean as necessary	X			
C) Inspect and replace filters	X			
D) Check for tightness:				
Bearing Collar		X		
Sheave		X		
Wheel Hub Setscrews		X		
Sheave Cap screws		X		
Bearing Hold-Down Bolts		X		
E) Relubricate Motor and Fan Shaft Bearings:				
IF unit runs continuously		X		
IF unit runs 12 hours (or less) a day			X	

KEY

M = Perform According to Manufacturer's Instructions  
 O = Performed by in-house personnel  
 X = Performed by service personnel

<b>VFD MAINTENANCE</b>				
A)	Check R7/R8 Enclosure Inlet Air Filter (replace if necessary)	X		
B)	Check R7/R8 Enclosure Exhaust Air Filter (replace if necessary)		X	
C)	Check and Clean Heatsink		X	
D)	Replace Drive Module Fan			X
E)	Change Capacitor			X
F)	Replace Battery in the Assistant Control Panel			X
<b>PUMP MAINTENANCE</b>				
A)	Check Motor Lubrication	X		
B)	Check Pump Lubrication	X		
<b>AIR-COOLED SPLIT SYSTEM MAINTENANCE</b>				
<b>ELECTRICAL</b>				
A)	Check terminals for tightness, tighten as necessary			X
A)	Clean control panel interior			X
B)	Visually inspect components for signs of overheating	X		
A)	Verify compressor heater operation	X		
A)	Megger compressor motor every five years			X
<b>REFRIGERATION</b>				
A)	Check sight glasses for clear flow	X		
C)	Check filter-drier pressure drop (see manual for spec)	X		
D)	Perform compressor vibration test			X
<b>CONDENSER (AIR-COOLED)</b>				
A)	Clean condenser coils			X
B)	Check fan blades for tightness on shaft			X
C)	Check fans for loose rivets and cracks			X
D)	Check coil fins for damage			X
<b>AIR HANDLING UNIT</b>				
A)	Check all moving parts for wear		X	
B)	Inspect drain pans and clean as necessary	X		
C)	Inspect and replace filters	X		
D)	Check for tightness:			
	Bearing Collar		X	
	Sheave		X	
	Wheel Hub Setscrews		X	
	Sheave Cap screws		X	
	Bearing Hold-Down Bolts		X	
E)	Relubricate Motor and Fan Shaft Bearings:			
	IF unit runs continuously		X	
	IF unit runs 12 hours (or less) a day			X

**KEY**

O = Performed by in-house personnel  
 X = Performed by service personnel

	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED BY PERFORMANCE
<b>EMCS MAINTENANCE SCHEDULE</b>				
<b>GLOBAL CONTROLLER</b>				
A) Remove accumulated dust from interior and exterior	X			
B) Check operation of Modem	X			
C) Make backup copy of database			X	
D) Check power supply voltage		X		
E) Check battery for proper charge			X	
F) Verify operation of battery backup		X		
G) Check voltage levels on communication trunks			X	
H) Check all electrical connections			X	
<b>TERMINAL CONTROLLERS (AHU AND VAV)</b>				
A) Perform point-point check of all connected points	X			
B) Calibrate all temperature sensors			X	
C) Verify software sequence of operation	X			
D) Check communications to Global Controller		X		
E) Check all switch settings for proper position			X	
<b>OPERATORS TERMINAL</b>				
A) Thoroughly clean filters, remove dust and dirt from int/ext			X	
B) Check all functions	X			
<b>CPU POWER SUPPLY</b>				
A) Verify operation of all software functions		X		
B) Check cables for chafing and broken insulation	X		X	
C) Check power supply voltages and surge protection		X		
A) Performance Evaluation (Superheat Control)			X	
<b>PERFORM SYSTEM BACK-UP</b>				
A) 1 set of disks for owner			X	
B) 1 set of disks for Brooks Air Systems			X	
C) System software updates as they become available	X			

**KEY**  
O = Performed by in-house personnel  
X = Performed by service personnel

## BROOKS AIR SYSTEMS TERMS AND CONDITIONS OF SALE- SERVICE

This agreement is between Brooks Air Systems, Inc. ("B.A.S.") and the customer. This agreement applies only to equipment installed prior to effective date of this agreement and as described on attachment(s).

**1. PAYMENT AND TAXES** -- Payment shall be net upon receipt of invoice. Brooks Air Systems reserves the right to require cash payment or other alternative method of payment prior to completion of work if Brooks Air Systems determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. Brooks Air Systems reserves the right to discontinue its service anytime payments have not been paid as agreed. In addition to the Agreement price, the Customer shall pay Brooks Air systems any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

**2. WORKING HOURS** -- All services performed under this Agreement including major repairs, are to be provided during Brooks Air Systems normal working hours unless otherwise agreed. Normal working hours (8 a.m. to 5 p.m.) Monday through Friday will apply to all services, unless otherwise stated, including major repairs performed under this agreement. Work performed beyond normal working hours for the convenience of the Customer shall be billed at the difference between overtime and straight time rates. We will respond to all calls within a four (4) hour time period or sooner.

**3. ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Brooks Air Systems prevailing contract labor rate of \$ 82.00 per hour mechanical, \$ 95.00 controls and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

- In the event Brooks Air Systems is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Brooks Air Systems control, the customer shall reimburse B.A.S. for expenses incurred in making repairs and/or replacements and/or replacements, and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

**4. REPAIR OR REPLACEMENT** - Brooks Air Systems shall not be responsible for repair or replacement of any HVAC or EMCS equipment that is damaged by any disaster or weather catastrophes (ie, floods, tornados, hurricanes, etc.), vandalism, other contractors, maintenance personnel, tenants, or any other party.

Brooks Air Systems is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that Brooks Air Systems encounters any asbestos, mold product or any hazardous material in the course of performing its work, Brooks Air Systems may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Brooks Air Systems shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Brooks Air Systems shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, and state, municipal or other authority. However, in the event any such recommendations occur, Brooks Air Systems, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Brooks Air Systems shall not be required to repair or replace equipment that has not been properly maintained.

**5. SUPPLEMENTAL CONDITIONS SECTION** -- This agreement presupposes that all major pieces of equipment are in proper operating condition at the signing of this agreement.

- It shall be the responsibility of Brooks Air Systems to inspect and report to the customer any malfunctions and defects within sixty (60) days after acceptance date. If equipment cannot be operated within this 60 day period due to seasonal conditions or factors beyond our control, the period for the initial inspection will be extended 60 days after the equipment can be operated and checked.
- It shall also be the responsibility of Brooks Air Systems to make recommendations and assist the customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the customer
- After equipment restoration to original operating conditions has been approved by Brooks Air Systems, coverage will become effective in accordance with the terms of this agreement.

**6. PROPRIETARY RIGHTS**-- During the term of this Agreement and in combination with certain services, Brooks Air Systems may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Brooks Air Systems. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on Customer equipment.

7. **DELAYS**– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

**8. CUSTOMER OBLIGATIONS**

Customer shall:

- Provide a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Brooks Air Systems of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Brooks Air Systems to stop and start equipment necessary to perform service.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Operate the equipment properly and in accordance with instructions.

9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE** – Upon the initial scheduled operating and/or initial annual stop inspection should Brooks Air Systems determines the need for repairs or replacement. Brooks Air Systems will provide the Customer in writing an "equipment condition" report that includes recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Brooks Air Systems recommends certain services (that are not included herein or upon initial inspection). If the Customer does not elect to have such services properly performed in a timely fashion, Brooks Air Systems shall not be responsible for any equipment or control failures, operability and any long-term damage that may result. Brooks Air Systems at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. **CUSTOMER TERMINATION**– Customer shall have the right to terminate this Agreement for Brooks Air Systems non-performance provided Brooks Air Systems fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Brooks Air Systems shall have free access to enter Customer locations to disconnect and remove any Brooks Air Systems personal proprietary property or devices as well as remove any and all Brooks Air Systems-owned parts, tools and personal property. Additionally, Customer agrees to pay Brooks Air Systems for all incurred but unamortized service costs performed by Brooks Air Systems including overheads and a reasonable profit.

11. **CUSTOMER RESPONSIBILITY** – It is agreed that the customer will assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.

12. **LIMITATION OF LIABILITY**– Under no circumstances shall Brooks Air Systems be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Brooks Air Systems shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Brooks Air Systems negligent acts or omissions directly contributed to such injury or property damage. Brooks Air Systems maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Brooks Air Systems under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Brooks Air Systems.

B.A.S. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by B.A.S. impractical: strikes, fires, war, late or non-delivery by suppliers of B.A.S., and all other contingencies beyond the reasonable control of B.A.S. Under no circumstances shall B.A.S. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall B.A.S.'s liability exceed the purchase price paid under this contract.

13. **WASTE DISPOSAL**– Contractor is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

14. **CLAIMS** – Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

15. **SUPERSEDURE, ASSIGNMENT and MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Brooks Air System's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

SUMMARY SHEET

GADSDEN SCHOOL BOARD  
OFFICE OF ASSISTANT  
SUPERINTENDENT

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA: 02

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: 26 June 2012

TITLE OF AGENDA ITEM: 2012 Fuel Bid for 2012-2013 school year

DIVISION: Transportation Department



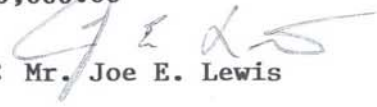
       This is a CONTINUATION of a current project, grant, etc.

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

2012-2013 fuel bid for supplying #2 ultra low sulfer clear diesel fuel  
to the Transportation Department

FUND SOURCE: Transportation Department

AMOUNT: \$900,000.00

PREPARED BY:  Mr. Joe E. Lewis

POSITION: Director of Transportation

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered       

CHAIRMAN'S SIGNATURE: page(s) numbered       

This form is to be duplicated on light blue paper.

REVIEWED BY:

# The School Board of Gadsden County



**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

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

*"Building A Brighter Future"*

June 26, 2012

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

Dear Mr. James,

After reviewing the bids that were received for supplying #2 Ultra Low Sulfur Clear Diesel fuel to the Transportation Department for the 2012-2013 school year, we recommend that the contract be awarded to Mansfield Oil Company, 1025 Airport Parkway, S.W., Gainesville, Georgia 30501-0198.

Sincerely,

Joe Lewis  
Director of Transportation  
Gadsden County Schools

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

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

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

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

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

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**  
EQUAL OPPORTUNITY EMPLOYER



**BID PROPOSAL FORM**

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

#2 ULTRA LOW SULFUR CLEAR DIESEL - 0.0055 /GALLON

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

Further our company recommends using the PAD 1 report, O.P.I.S., for the following terminal of record:

Panama City, Florida  
CITY STATE

**RENEWAL:**

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

YES  NO

COMPANY Mansfield Oil Company

AUTHORIZED SIGNATURE 

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

TALLY SHEETS FOR BIDS

BID NO: 1213-01

BID NAME: DIESEL FUEL BID

BID OPENING DATE: 5/25/12

BID OPENING TIME: 1100

PER GALLON

COMPANY SUBMITTING BID	MARKUP #2 DIESEL	TERMINAL	RENEWAL
SOUTHWEST GA OIL CO	NOT	RETURNED	
WARE OIL & SUPPLY CO	.045	BAIN	YES
MANFIELD OIL CO.	.0055	PANAMA CITY	YES
INDIGO ENERGY	NOT	RETURN	
SHARBER OIL CO	.0085	BAIN	YES
JIM HINTON OIL CO	.0224	BAIN	YES
RKA PETROLEUM CO	.0163	BAIN	YES
PETROLEUM TRADERS CORP	.0013	BAIN	YES
HINSON OIL CO	.04	BAIN	YES
PILOT TRAVEL CENTERS	.0219	BAIN	YES

PRESENT AT BID OPENING:

Bob ~~Amundson~~  
 Marshall George  
 Deborah Anderson  
 Lucy Woods

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: Bread Bid for 2012-2013

DIVISION: Gadsden County School Food Service

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

PURPOSE AND SUMMARY OF ITEM:

**Bid #1213-01 – Bread** for July 1, 2012 - June 30, 2013 School year

FUND SOURCE:

AMOUNT: Bids are awarded to the vendor with the lowest bid

PREPARED BY: Paula Milton / Elizabeth Thompson

POSITION: **FSMT Member / Secretary**

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

This form is to be duplicated on light blue paper.

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

# The School Board of Gadsden County



*"Building A Brighter Future"*

**REGINALD C. JAMES**  
SUPERINTENDENT OF SCHOOLS

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

**TO:** Mr. Reginald James, Superintendent of Schools  
**FROM:** *pm*  
*Mrs. Paula Milton/FSMT, Elizabeth Thompson*  
**DATE:** June 20, 2012  
**SUBJECT:** *Bread Bid Award Notice 2012-2013 School Year ( BID #1213-01)*

The Gadsden County School Food Service bid opening for the 2012-2013 school year was held on Wednesday, June 20, 2012 at the food service office. Bread bid opening was held from 9:30 AM-10:00 AM. The following vendors were sent bids.

**Flowers Baking Company**  
P. O. Box 1219  
Thomasville, Ga.

**IBC Sales Corporation**  
201 Busch Drive East  
Jacksonville, Fl 32218

**Sara Lee**  
1112 South Bell St.  
Dothan, Alabama 36301

Based on pack size, service and quality, our lowest bidder for bread is Flowers Baking Company. It is recommended that **Flowers Baking Company** receive the bid for bread for the 2012-2013 school year.

ERIC F. HINSON  
DISTRICT NO. 1  
HAVANA, FL 32333

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

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

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

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

**ITEM SUMMARY WORKSHEET DOCUMENT**

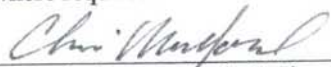
**BREAD AND BREAD PRODUCTS**

ITEM #	DESCRIPTION	PACK SIZE	ESTIMATED USUAGE ANUALLY	UNIT PRICE
1	White Pullman sandwich bread thin to regular sliced	24 oz. loaf 28 usable slices	<b>13,500 loaves</b>	1.42
2	White Pullman Wheat Bread	20oz. 22 usable sl		1.42
3	Hamburger Buns enriched flour	30ct. <del>25-30</del> per pkg.	<b>4,000 loaves</b>	3.20
4	Wheat Hamburger Buns	30ct. <del>25-30</del> Per pkg.	<b>1500 Packages</b>	3.95
5	Hot Dog Buns 6"	16 count Pkg.	<b>6,500 dozens</b>	1.85
6	Submarine Bun 6" Enriched flour	24ct. <del>Dozen</del>	<b>12, 500 Packages</b>	4.65
7	Wheat Submarine Bun 6"	24ct. <del>Dozen</del> 8 count Pkg.	<b>12,500</b>	4.65

**Vendor Acknowledgment and Approval**

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

Chris Mulford  
Vice President of Sales  
Authorized Representative's Name/Title  
Flowers Baking Co. of  
Thomasville, LLC  
Company's Name

  
Authorized Representative's Signature

June 13, 2012  
Date

229-226-5331  
Telephone Number

229-225-5586  
FAX Number

P. O. Box 1219  
Address

Thomasville GA  
City State

31799  
Zip Code

Troy McDaniel  
Area Representative

Cell 850-294-8518  
Telephone Number  
Office 850-877-2642

850-942-8503  
FAX Number

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 9c

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** James A. Shanks Road Paving Bid # 1213-04

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board Approval of lowest and best bid for Bid #1213-04 James A. Shanks Road Paving Project, given by North Florida Asphalt of Tallahassee for paving the eastside service driveway, a section behind the gym, and a section in the bus circle.

**FUND SOURCE:** General Earmarked for Paving

**AMOUNT:** \$18,180.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                     

CHAIRMAN'S SIGNATURE: page(s) numbered                     

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# MAINTENANCE DEPARTMENT

## SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

---

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

To: Mr. Reginald C. James – Superintendent of Schools  
From: Wayne Shepard – Director of Facilities  
Re: Shanks Middle School Paving Bid # 1213-04  
Date: June 1, 2012

The Gadsden County School Maintenance Department opened Bid # 1213-04 on Thursday May 31, 2012 at 2:00pm. This bid was for grade work, patching and Re-paving of the Eastside Service entrance, a section of the bus circle, and a section behind the gym at James A. Shanks Middle School.

We received six (6) bids total with the lowest and best bid coming from North Florida Asphalt of Tallahassee. They have done work for the district in the past and have always done a good job. Their bid price for the job is \$18,180.00.

I would like to recommend that we award North Florida Asphalt the contract for bid # 1213-04.

If you have any questions please feel free to call me at 850-627-9888 or 545-7918.

CC. Mrs. Bonnie Wood  
Mrs. Rosalyn Smith  
Mrs. Juanita Ellis

**Gadsden County School Board Maintenance Department**  
**James. A. Shanks Road Paving Project Bid # 1213-04**  
**May 31, 2012**

Company Name	Worker's Comp Insurance	Liability Insurance	Auto Liability Insurance	Minority Owned	Sworn Stmt	W-9	Signature	Bid
North Florida Asphalt, Inc.								18,180.00
C & C Asphalt, LLC.								
Dixie Paving & Grading								
Apache Asphalt, Inc.								26,950.00
N. FLA. Construction							<i>[Signature]</i>	39,825.00
C.W. Roberts							<i>Bryce Newsome</i>	33,998.00
Peavy Construction								
Mitchell Bros/Capital Asphalt								19,050.00
Kimmel Development Services, Inc.								24,332.00

*Wayne Shepard MAY 31, 2012*  
*NAME [unclear] [unclear]*





NORTH FLORIDA ASPHALT, INC.  
 2006 PLANN STREET  
 TALLAHASSEE, FL 32310  
 Phone: 904-875-1200  
 Fax: 904-875-1200

**JOB ESTIMATE**

5/31/2012

4537

Submitted to:

Gadsden County School Board  
 Attention: Wayne Shepard  
 875-8795 Fax

We hereby propose to furnish labor and materials, complete and in accordance with the below specifications:

Job: Shanks Middle School, 1400 West King Street

Yellow area includes:

Excavating a 6' x 60' area in inside of bus circle, filling with 6" of base material and then paving with 1 1/2" OF 9.5 hot mix asphalt. Finished area to be cleaned and ready for traffic

1,000.00

Purple area includes grading and packing a 10' x 65' area on the back side of gym. Paving will be 10' x 65' continuous from 2' past west entrance door to 2' past east entrance door. Pave with 1 1/2" of 9.5 hot mis asphalt

1,200.00

Green area will consist of approximately 165 sq. yds of base material and approximately 1400 sq. yds of paving

15,980.00

Our price does not include delivery, permits, or Fuel or System charges.

All work by our company carries a one year warranty against defective workmanship and materials.

All changes to the above request shall be stated with a written agreement and/or unperformed work or change order.

Payment is due upon completion of work unless stated otherwise. All North Florida Asphalt Inc. discretion a late charge of

of 5% may be added for payment of a late order 15 days after work is complete. The right to repossess our materials and equipment

for in storage. This is a general liability for the contractor. Other work orders may be above said.

Authorized Signature

Accepted by:

Date:

Signature

TOTAL

\$18,180.00

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

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

From: Wayne Shepard, Director of Facilities  
Re: James A. Shanks Middle School Paving Project

The School Board of Gadsden County Florida is accepting sealed bids for road work at James A. Shanks Middle School, 1400 W King Street in Quincy, Florida.

Bids should reflect the attached site plan and legend.

1. Yellow area includes excavating a 6 ft x 60 ft area in inside of bus circle, filling with six (6) inches of base material and then paving with 1 ½ inches of 9.5 hot mix asphalt. Finished area must be clean and ready for traffic.
2. Purple area includes grading and packing if necessary a 10 ft x 65 ft area on the back side of the gymnasium. Paving will also be 10 ft x 65 ft continuous from two (2) feet past west entrance door to two (2) feet past east entrance door. Pave with 1 ½ inches of 9.5 hot mix asphalt.
3. Green area will consist of approximately 165 square yards of base material and approximately 1400 square yards of paving.

To give a competitive bid, the contractor should make an appointment to walk the area with Wayne Shepard, Director of Facilities at (850) 627-9888 or (850) 545-7918. Realizing this is not an engineered drawing and set of specifications, I would ask that you give me a call and set up a meeting to look at this project.

If your company is interested in bidding on this project, bids must be turned in and time/date stamped at the Administration Building at 35 Martin Luther King Jr. Blvd, Quincy, Florida 32351 no later than Thursday, May 31, 2012 by 2 p.m.

Bid(s) must be sealed in an envelope. Clearly write on the outside of the envelope:

**James A. Shanks Road Paving Project Bid # 1213-04**  
**May 31, 2012**  
**2:00 p.m.**

Continued on page 2

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

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

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

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

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

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

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

Successful contractor must provide general liability and workers compensation insurance and have all employees working on site have to be cleared under the Jessica Lundsford Act to meet level (2) security. **NO** exceptions.

This work will be done prior to school starting back August 15, 2012. Any questions can be directed to Wayne Shepard at (850) 627-9888 or (850) 545-7918.

Thank you,

Wayne Shepard,  
Director of Facilities

CC: Mr. Reginald James  
Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

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

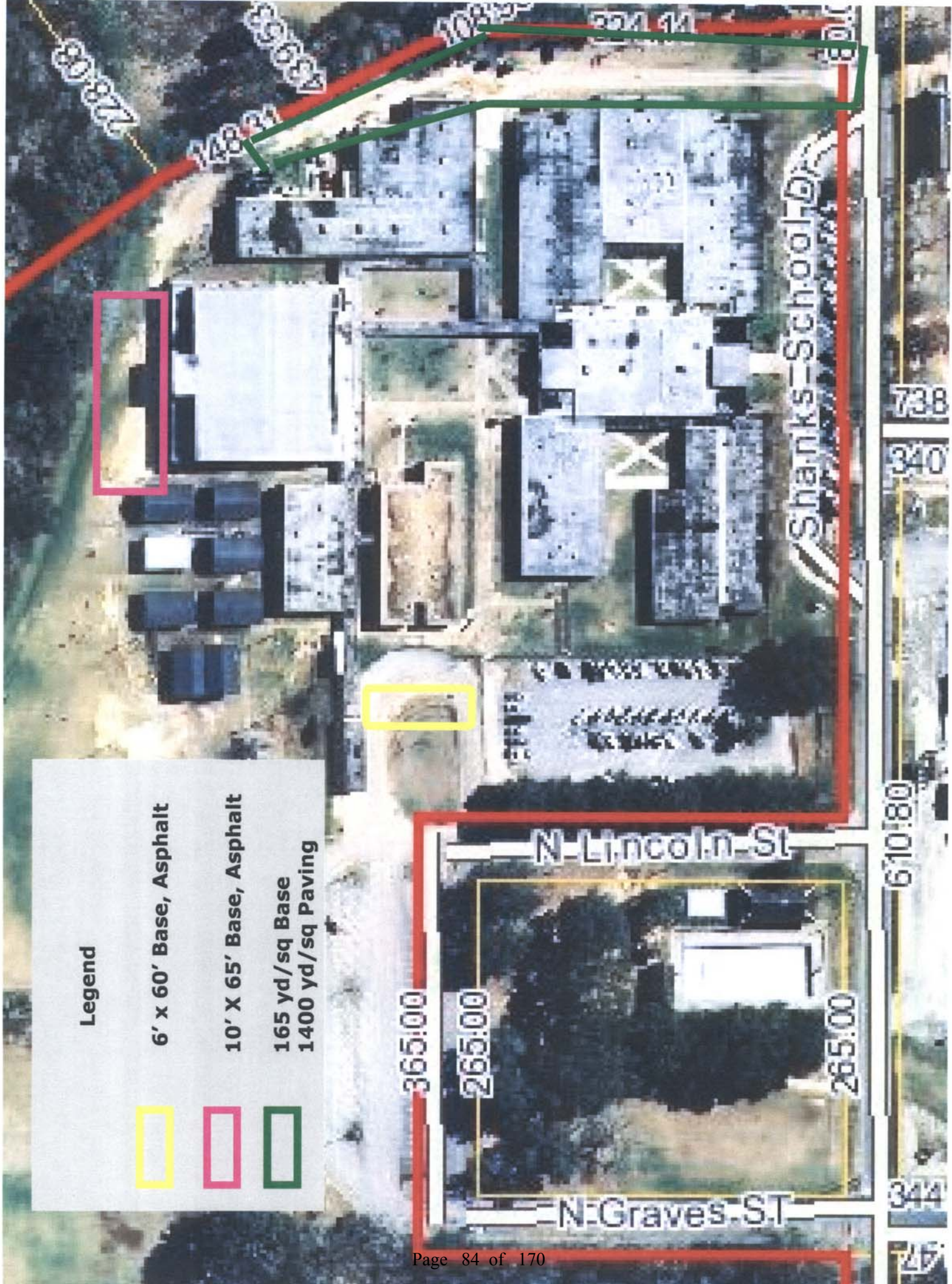
Judge B. Helms, Jr.  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

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

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

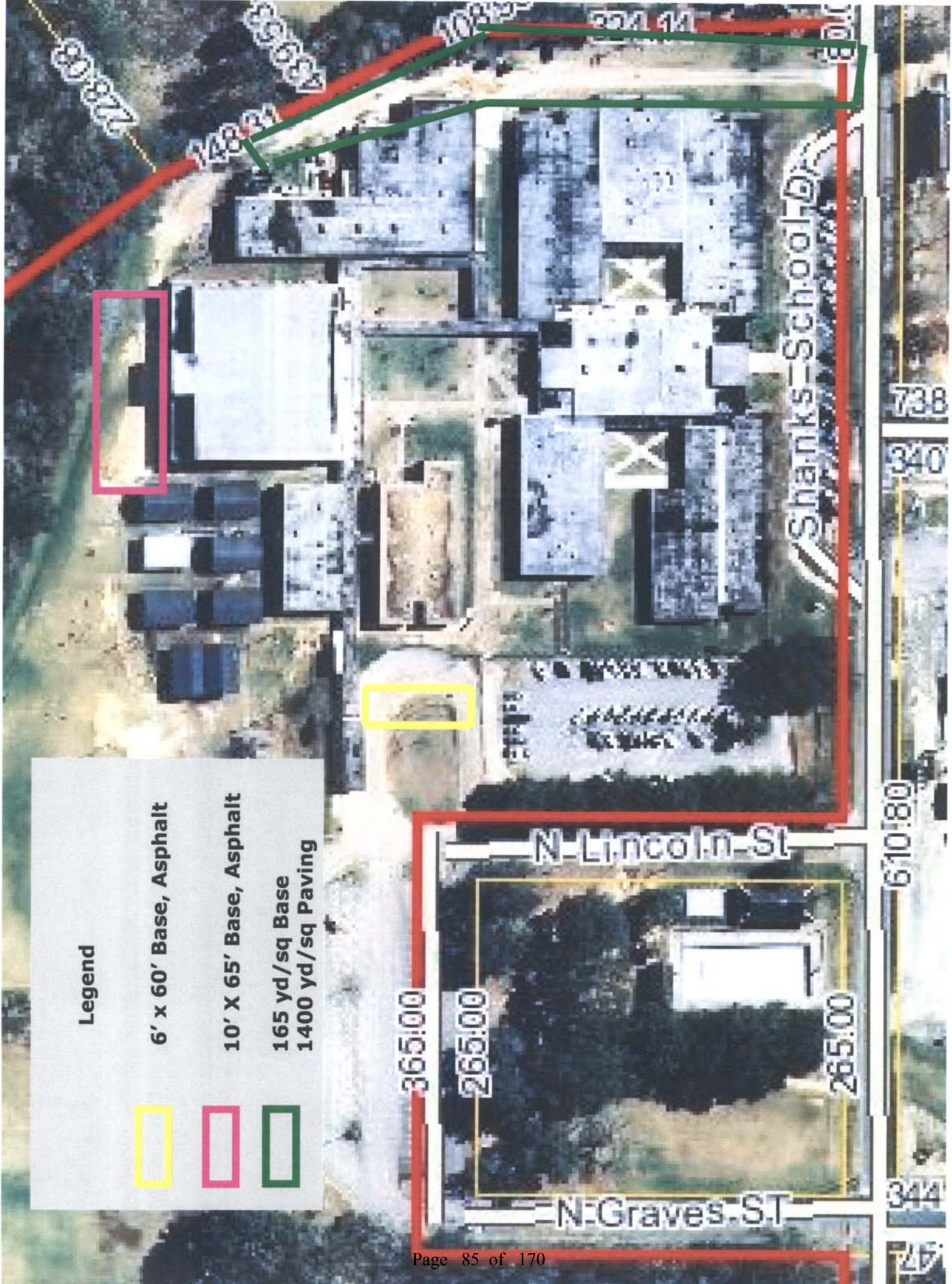
ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH**



**Legend**

- 6' x 60' Base, Asphalt
- 10' X 65' Base, Asphalt
- 165 yd/sq Base  
1400 yd/sq Paving



**Legend**

- 6' x 60' Base, Asphalt
- 10' X 65' Base, Asphalt
- 165 yd/sq Base  
1400 yd/sq Paving

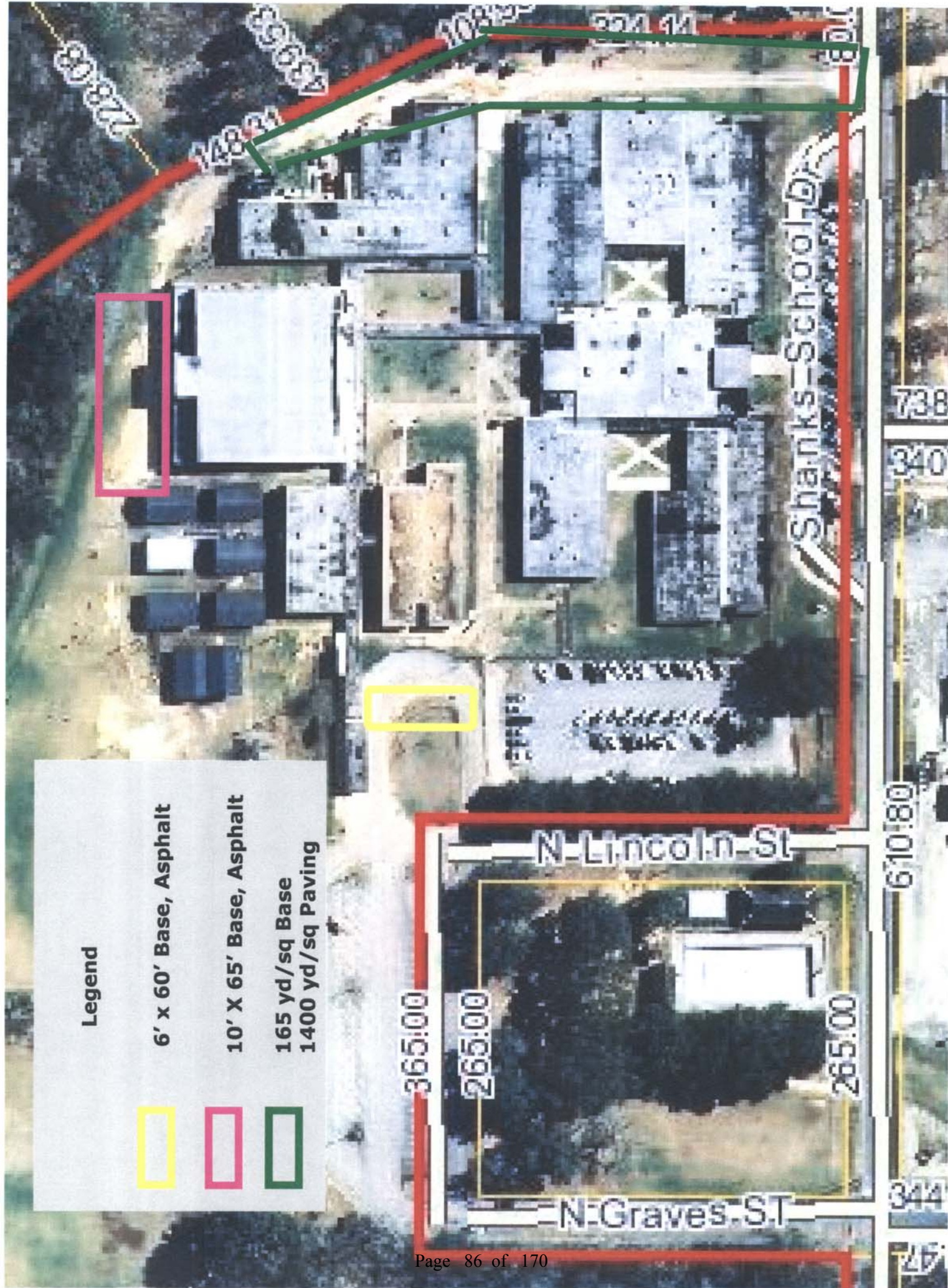
**Legend**

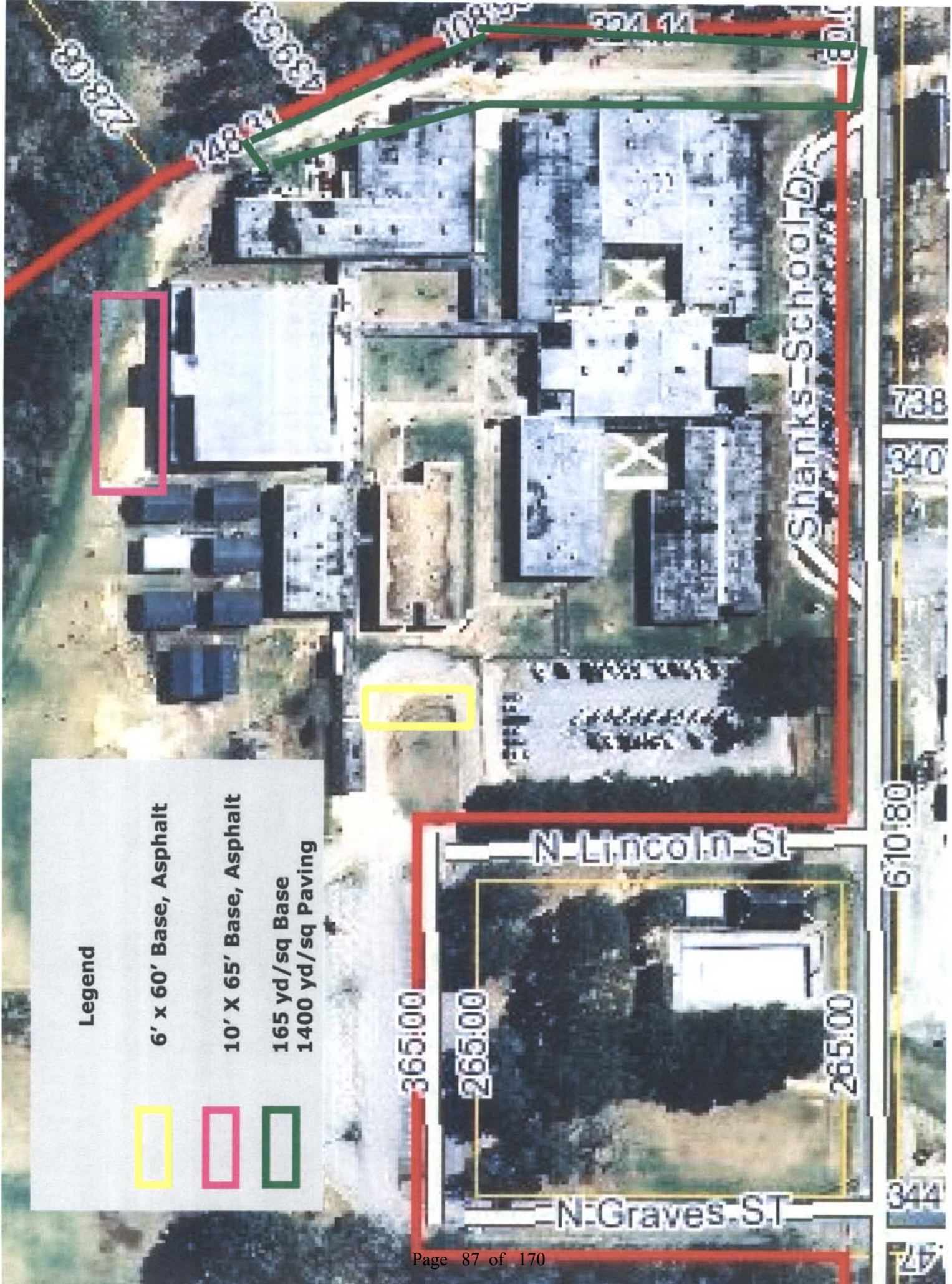


**6' x 60' Base, Asphalt**

**10' X 65' Base, Asphalt**

**165 yd/sq Base  
1400 yd/sq Paving**





**Legend**

- 6' x 60' Base, Asphalt
- 10' X 65' Base, Asphalt
- 165 yd/sq Base  
1400 yd/sq Paving

365:00

265:00

265:00

N Lincoln St

N Graves St

Shanks-School Dr

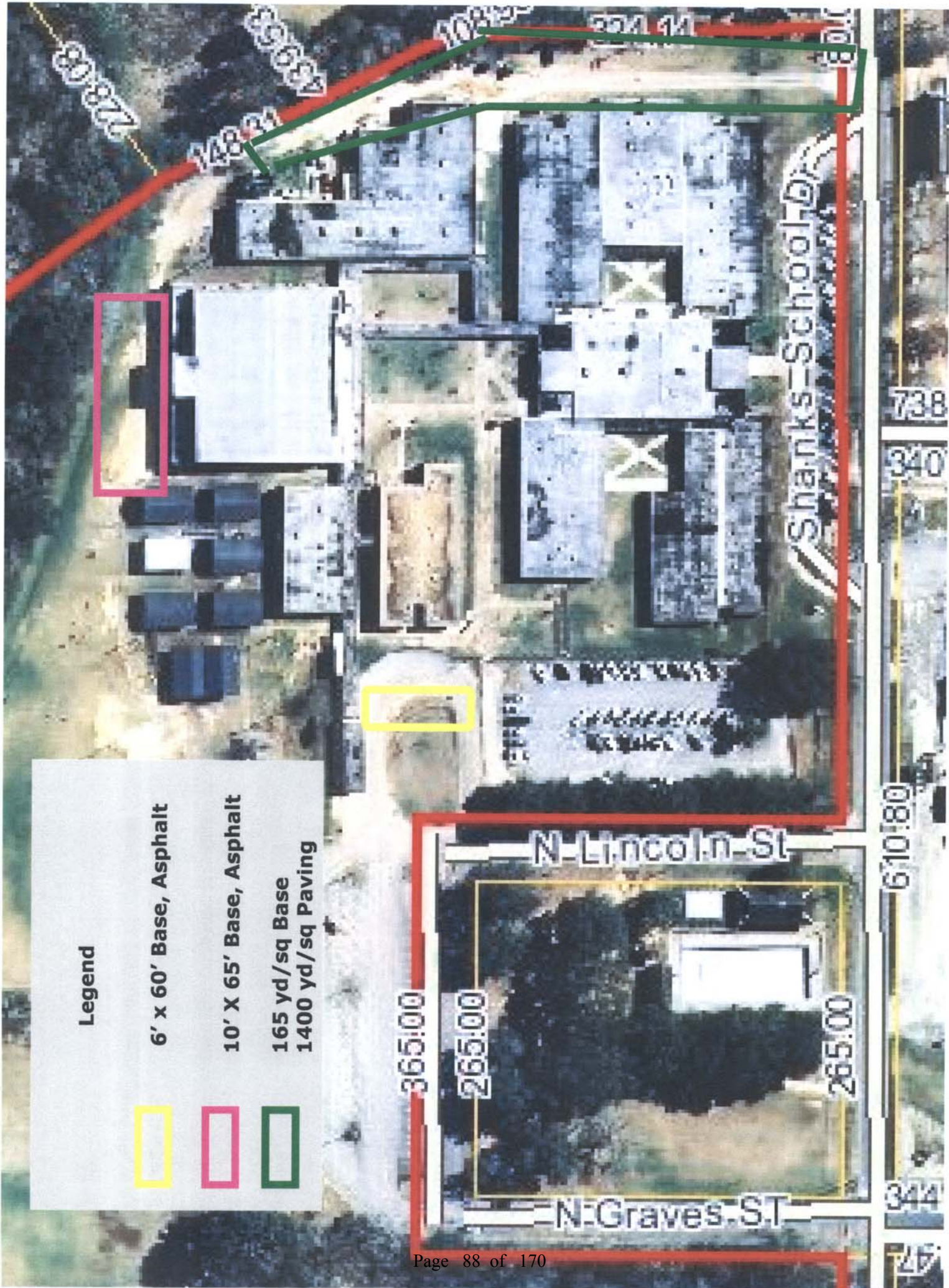
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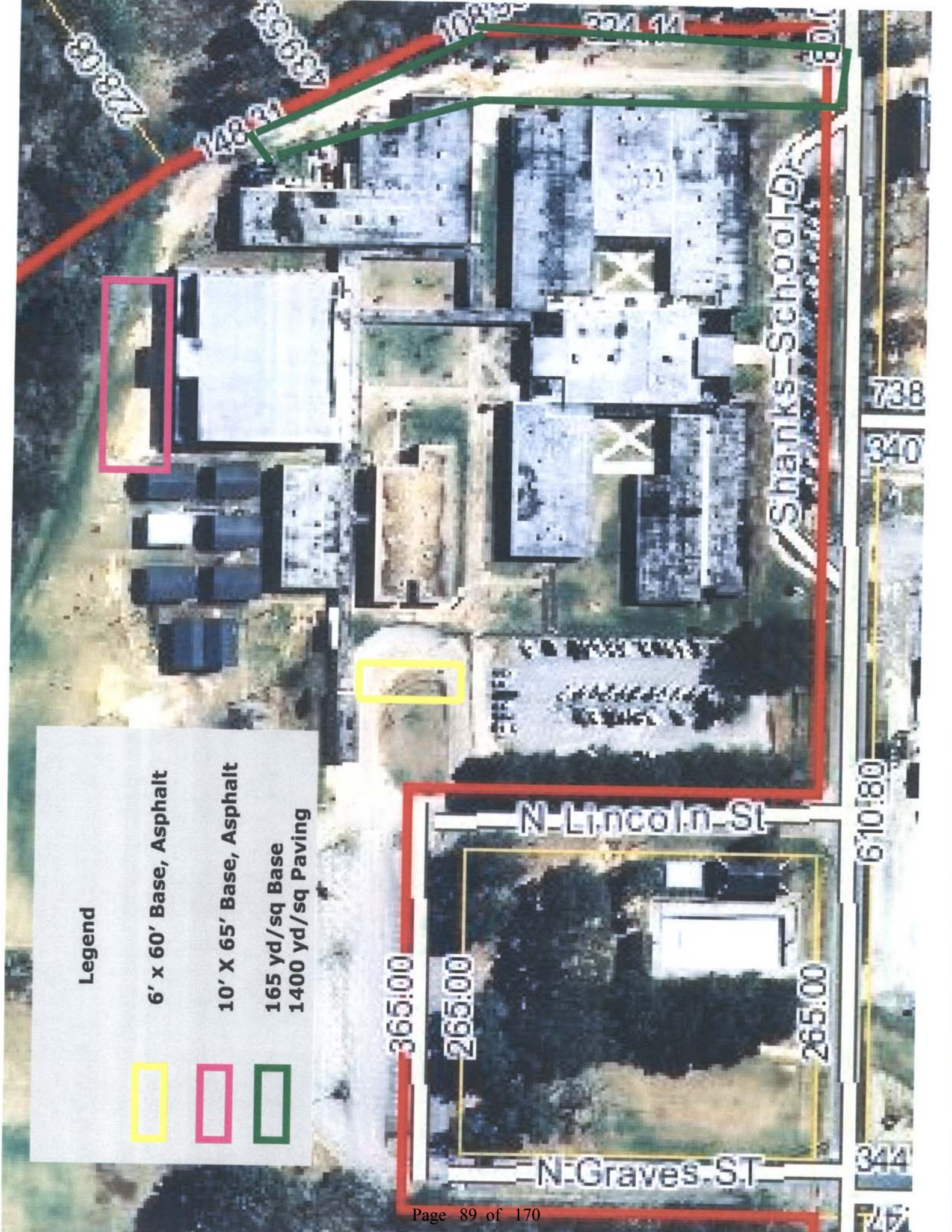
77

738

340







**Legend**

- 6' x 60' Base, Asphalt
- 10' X 65' Base, Asphalt
- 165 yd/sq Base  
1400 yd/sq Paving

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9d

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: Paving of Outside Basketball Courts Bid # 1213-05

DIVISION: Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board Approval of lowest and best bid for Bid #1213-05 Paving of Outside Basketball Courts given by North Florida Asphalt of Tallahassee. The courts to be paved are at Chattahoochee Elementary, Havana Elementary, Stewart Street, and George W. Munroe Elementary

**FUND SOURCE:** GENERAL EARMARKED FOR PAVING

**AMOUNT:** \$46,575.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# **MAINTENANCE DEPARTMENT**

## **SCHOOL BOARD OF GADSDEN COUNTY**

PLUMBING  
ELECTRICAL

CARPENTRY  
HVAC

---

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

To: Mr. Reginald C. James – Superintendent of Schools  
From: Wayne Shepard – Director of Facilities  
Re: Outside Paving of Basketball Courts Bid # 1213-05  
Date: June 1, 2012

The Gadsden County School Maintenance Department opened Bid # 1213-05 on May 31, 2012 at 2:00pm. This bid was for the paving of one basketball court at each of the following schools, Chattahoochee Elementary, George W. Munroe Elementary, Havana Elementary and Stewart Street Elementary.

We received a total of four (4) bids with the lowest and best bid coming from North Florida Asphalt of Tallahassee. They have done work for the district in the past and have always done a good job. Their total price for paving four (4) courts as mentioned above is \$46,575.00.

I would like to recommend that we award North Florida Asphalt the contract for bid # 1213-05.

If you have any questions please feel free to call me at 850-627-9888 or 545-7918.

CC. Mrs. Bonnie Wood  
Mrs. Rosalyn Smith  
Mrs. Juanita Ellis



5/31/2012 4560

Submitted to:

Gadsden County School Board  
 Attention: Wayne Shepard  
 875-8795 Fax

We hereby propose to furnish labor and materials complete and in accordance with the below specifications:

Job: Chattahoochee Elementary School, 335 Maple Street

Treat weeds	
Paving and re-striping Court Size 118' x 100' (1311 Sq. Yds.)	16,900.00
Havana Elementary School, 705 US 27 South	
Paving and restriping Court Size 55' x 100' (611 Sq. Yds.)	7,800.00
George W. Munroe Elementary School, 1830 West King St.	
Paving and restriping Court Size 102' x 102' (1156 Sq. Yds)	14,150.00
Stewart Street Elementary School, 749 South Stewart Street	
Paving and re-striping Court Size 55' x 100' (611 Sq. Yds)	7,725.00

Our proposal does not include the following: Materials and Fees of System Changes  
 All work by our company includes a 12-month guarantee against defective workmanship and materials.  
 All changes in the above description shall be approved in writing and/or accompanied by a work or change order.  
 Payment in full is due upon completion of work and acceptance of the Florida Asphalt Seal Co. duration is 60 days or 1/2  
 of 5% Long term bond is required before 20% of money. We reserve the right to refuse any payment if we feel  
 that it may be necessary to stop work unless advised from the other side.

Authorized Signature 

Accepted by

Date

Signature

**Gadsden County School Board Maintenance Department**  
**Outside Basketball Courts Paving Bid # 1213-05**  
**May 31, 2012**

Company Name	Worker's Comp Insurance	Liability Insurance	Auto Liability Insurance	Minority Owned	Sworn Stmnt	W-9	Signature	Bid
✓ North Florida Asphalt, Inc.								46,575 00
✗ C & C Asphalt, LLC.								
Dixie Paving & Grading								
Apache Asphalt, Inc.								
✓ N. FLA. Construction								75,131 00
✓ C.W. Roberts							<i>Brya Newsome</i>	55,765 00
Peavy Construction								
✓ Mitchell Bros/Capital Asphalt								59,535.00
McLean Tennis Inc								

*Mary Sutton* 5/31/12  
*11/1/12* X 2 11 11 11 11

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

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

From: Wayne Shepard, Director of Facilities  
Re: Paving Outside Basketball Courts

The School Board of Gadsden County Florida is accepting sealed bids for paving and re-stripping four (4) outside basketball courts. These courts can be found at the following locations:

1. Chattahoochee Elementary School- 335 Maple Street, Chattahoochee, Florida 32324 (Court size 118 ft x 100 ft)
2. Havana Elementary School-705 US 27 South, Havana, Florida 32333 (Court size 55 ft x 100 ft)
3. George W. Munroe Elementary School- 1830 West King Street, Quincy, Florida 32351 (Court size 102 ft x 102 ft)
4. Stewart Street Elementary School-749 South Stewart Street, Quincy, Florida 32351 (Court size 55 ft x 100 ft)

Basketball courts must be treated with weed killer or other material to keep grass and weeds from growing back through new asphalt. Courts must be swept clean and tack material applied for bonding new asphalt to old before applying new asphalt. Then, apply 1 ½ inches of 9.5 hot mix asphalt over entire court. Re-stripe court to original design unless otherwise directed by the Director of Facilities. Contractors are encouraged to field measure these courts before submitting their bids.

Bid(s) must be turned in and time/date stamped at the Administration Building at 35 Martin Luther King Jr. Blvd, Quincy, Florida 32351 no later than Thursday, May 31, 2012 at 2 p.m.

Bid(s) must be sealed in an envelope. Clearly write on the outside of the envelope:

**Outside Basketball Courts Bid # 1213-05**

**May 31, 2012**

**2:00 p.m.**

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

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

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

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

Continued on Page 2  
ROGER P. MILTON  
DISTRICT NO. 5  
QUINCY, FL 32351

# The School Board of Gadsden County



*"Building A Brighter Future"*

**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

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

Contractor must have liability and workers compensation insurance, and must have all workers on the jobsite to be cleared under the Jessica Lundsford Act to meet level two (2) security. This can be done through the School Board Office in Quincy. (This has to be done, **NO** exceptions.)

Work will be done prior to school starting back August 15, 2012. Any questions can be directed to Wayne Shepard at (850) 627-9888 or (850) 545-7918.

Thank you,

Wayne Shepard  
Director of Facilities

CC: Mr. Reginald James  
Mrs. Rosalyn Smith  
Mrs. Bonnie Wood

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

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

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

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

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: **Carpet and Tile Replacement  
Greensboro Elementary School**

DIVISION: Facilities

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

**PURPOSE AND SUMMARY OF ITEM: For School Board approval of purchasing from State Contract # 360-240-06-1 Shaw Integrated Solutions-Carpet and VCT (Tile) for replacement at Greensboro Elementary School. Buildings 2 and 3—all classrooms and hallways Building 2 and all of cafeteria multi-purpose and teacher dining in building 3.**

FUND SOURCE: 379

AMOUNT: \$82,943.30

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



A Berkshire Hathaway Company

<b>Proposal Submitted To</b> School Board of Gadsden County		<b>Attention</b> Wayne Shepard		<b>Phone</b> (850) 627-9888		<b>Fax</b> (850) 875-8795		<b>Date</b> 05/18/12	
<b>Proposal Name</b> SBGC- Greenboro Elem Cafeteria Bldg#2				<b>Job Name</b> SBGC- Greenboro Elem Cafeteria Bldg#2				<b>Job #</b> 23838	
<b>Street</b> Accounts Payable 35 MLK Jr Blvd				<b>Job Street</b> 35 Martin Luther King, Jr. Blvd				<b>Proposal ID</b> 27952	
<b>City, State and Zip</b> Quincy, FL 32351		<b>Architect</b> State of Florida	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> QUINCY, FL 32351		<b>Customer Job #</b> None	<b>Customer PO</b> None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Azrock Std		4,050.00	SF	\$1.67	\$6,763.50
Base - Furnish & Install 4"		400.00	LF	\$1.65	\$660.00
Carpet Disposal		450.00	SY	\$0.35	\$157.50
Remove sheet vinyl/vct		450.00	SY	\$4.94	\$2,223.53
<b>Base Bid Total:</b>					<b>\$9,804.53</b>

**Proposal Inclusions and Exclusions:**

1. State Contract # 360-240-06-1  
Federal Tax ID # 35-2162582
2. Local Contact: Rebecca Crosby. Installation Partner: The Carpet Studio
3. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
4. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 770-387-8217 to initiate the order process. A purchase order is required before materials can be shipped.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Farrah Finley Farrah Finley \$9,804.53  
Email: Farrah.Finley@shawinc.com

**Conditions of Proposal:**

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.  
You are authorized to do the work as specified.

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**A Berkshire Hathaway Company**

<b>Proposal Submitted To</b> School Board of Gadsden County		<b>Attention</b> Wayne Shepard		<b>Phone</b> (850) 627-9888	<b>Fax</b> (850) 875-8795	<b>Date</b> 05/16/12
<b>Proposal Name</b> SBGC-Greenboro Elem Corridors				<b>Job Name</b> SBGC-Greenboro Elem Corridors		<b>Job #</b> 23781
<b>Street</b> Accounts Payable 35 MLK Jr Blvd				<b>Job Street</b> 35 MArtin Luther King, Jr. Blvd		<b>Proposal ID</b> 27887
<b>City, State and Zip</b> Quincy, FL 32351	<b>Architect</b> State of Florida	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> QUINCY, FL 32351	<b>Customer Job #</b> None	<b>Customer PO</b> None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Azrock Std		4,365.00	SF	\$1.67	\$7,289.55
Base - Furnish & Install 4"		1,000.00	LF	\$1.65	\$1,650.00
Carpet Disposal		485.00	SY	\$0.35	\$169.75
Remove sheet vinyl/vct		485.00	SY	\$4.94	\$2,396.47
<b>Base Bid Total:</b>					<b>\$11,505.77</b>

**Proposal Inclusions and Exclusions:**

1. State Contract # 360-240-06-1  
Federal Tax ID # 35-2162582
2. Local Contact: Rebecca Crosby. Installation Partner: The Carpet Studio
3. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
4. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 770-387-8217 to initiate the order process. A purchase order is required before materials can be shipped.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Farrah Finley Farrah Finley \$11,505.77  
Email: Farrah.Finley@shawinc.com

**Conditions of Proposal:**

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

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**You are authorized to do the work as specified.**

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_

P. O. Box 2128 Mail Drop UA-A 1016 Vista Drive  
 Dalton, GA 30722

Shaw Industries, Inc.

A Berkshire Hathaway Company

<b>Proposal Submitted To</b> School Board of Gadsden County		<b>Attention</b> Wayne Shepard		<b>Phone</b> (850) 627-9888	<b>Fax</b> (850) 875-8795	<b>Date</b> 05/23/12
<b>Proposal Name</b> SBGC- Greenboro Elem Bldg#2				<b>Job Name</b> SBGC- Greenboro Elem Bldg#2		<b>Job #</b> 23782
<b>Street</b> Accounts Payable 35 MLK Jr Blvd				<b>Job Street</b> 35 Martin Luther King, Jr. Blvd.		<b>Proposal ID</b> 27888
<b>City, State and Zip</b> Quincy, FL 32351	<b>Architect</b> State of Florida	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> QUINCY, FL 32351	<b>Customer Job #</b> None	<b>Customer PO</b> None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Nothing To It EW24. Commodity: 360-240-230-0220	81310/Green	1,710.00	SY	\$25.75	\$44,032.50
Azrock Std		1,530.00	SF	\$1.67	\$2,555.10
Base - Furnish & Install 4"		2,800.00	LF	\$1.65	\$4,620.00
Carpet Removal		1,710.00	SY	\$2.78	\$4,753.80
Carpet Disposal		1,880.00	SY	\$0.35	\$658.00
Furniture Remove and Replace		1,880.00	SY	\$2.22	\$4,173.60
Remove sheet vinyl/vct		170.00	SY	\$4.94	\$840.00
<b>Base Bid Total:</b>					<b>\$61,633.00</b>

Proposal Inclusions and Exclusions:

- State Contract # 360-240-06-1  
Federal Tax ID # 35-2162582
- Local Contact: Rebecca Crosby. Installation Partner: The Carpet Studio
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will be notified and a price estimate for the completion of the additional work will be prepared.
- All pricing is based on work being completed during normal working hours.
- Proposal does not include removal of any materials containing asbestos.
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
- Please fax your Purchase Order to Shaw Integrated Solutions at fax # 770-387-8217 to initiate the order process. A purchase order is required before materials can be shipped.

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_

P. O. Box 2128 Mail Drop UA-A 1016 Vista Drive  
Dalton, GA 30722  
Proposal ID: 27888



Phone: (800) 720-7429  
Fax: (706) 271-0611

A Berkshire Hathaway Company

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Farrah Finley Farrah Finley \$61,633.00  
Email: Farrah.Finley@shawinc.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
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6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.  
You are authorized to do the work as specified.

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 11b

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** Carpet and Tile Replacement Havana Middle School

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board approval of purchasing from State Contract #360-240-06-1 Shaw Integrated Solutions-Carpet and VCT (Tile) for replacement at Havana Middle School. Buildings 100, 200, 300, 400, 600, 700, 800, and the cafeteria (multi-purpose area).

**FUND SOURCE:** 379

**AMOUNT:** \$137,319.33

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

         Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                         

CHAIRMAN'S SIGNATURE: page(s) numbered                         

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

A Berkshire Hathaway Company

<b>Proposal Submitted To</b> School Board of Gadsden County		<b>Attention</b> Wayne Shepard		<b>Phone</b> (850) 627-9888		<b>Fax</b> (850) 875-8795		<b>Date</b> 05/16/12	
<b>Proposal Name</b> SBGC- Havana Middle School Bld 100-200				<b>Job Name</b> SBGC- Havana Middle School Bld 100-200				<b>Job #</b> 23784	
<b>Street</b> Accounts Payable 35 MLK Jr Blvd				<b>Job Street</b> 35 Martin Luther King, Jr. Blvd				<b>Proposal ID</b> 27890	
<b>City, State and Zip</b> Quincy, FL 32351		<b>Architect</b> State of Florida	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> QUINCY, FL 32351		<b>Customer Job #</b> None	<b>Customer PO</b> None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Nothing To It EW24. Commodity: 360-240-230-0220	81310/Green	906.66	SY	\$25.75	\$23,346.48
Tru Colours EW24. Commodity 360-240-230-0220:	TBS/To Be Selected	63.99	SY	\$30.60	\$1,958.10
Azrock Std, color V214		3,735.00	SF	\$1.67	\$6,237.45
Base - Furnish & Install 4", color black		2,600.00	LF	\$1.65	\$4,290.00
Carpet Removal, cushion back		906.00	SY	\$3.34	\$3,026.04
Carpet Disposal		1,321.00	SY	\$0.35	\$462.35
Furniture Remove and Replace		1,321.00	SY	\$2.22	\$2,932.62
Remove sheet vinyl/vct		415.00	SY	\$4.94	\$2,050.59
<b>Base Bid Total:</b>					<b>\$44,303.63</b>

Proposal Inclusions and Exclusions:

1. State Contract # 360-240-06-1  
Federal Tax ID # 35-2162582
2. Local Contact: Rebecca Crosby. Installation Partner: The Carpet Studio
3. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
4. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
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7. All pricing is based on work being completed during normal working hours.
8. Proposal does not include removal of any materials containing asbestos.
9. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
10. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 770-387-8217 to initiate the order process. A purchase order is required before materials can be shipped.

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_

P. O. Box 2128 Mail Drop UA-A 1016 Vista Drive  
Dalton, GA 30722  
Proposal ID: 27890



Phone: (800) 720-7429  
Fax: (706) 271-0611

A Berkshire Hathaway Company

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Farrah Finley Farrah Finley \$44,303.63  
Email: Farrah.Finley@shawinc.com

**Conditions of Proposal:**

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
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**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.**

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_



A Berkshire Hathaway Company

<b>Proposal Submitted To</b> School Board of Gadsden County		<b>Attention</b> Wayne Shepard		<b>Phone</b> (850) 627-9888		<b>Fax</b> (850) 875-8795		<b>Date</b> 05/17/12	
<b>Proposal Name</b> Bldgs 301,401,600,700,800 Cafeteria				<b>Job Name</b> SBGC Havana Middle School				<b>Job #</b> 23786	
<b>Street</b> Accounts Payable 35 MLK Jr Blvd				<b>Job Street</b> 35 Martin Luther King, Jr. Blvd				<b>Proposal ID</b> 27892	
<b>City, State and Zip</b> Quincy, FL 32351		<b>Architect</b> State of Florida	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> QUINCY, FL 32351		<b>Customer Job #</b> None	<b>Customer PO</b> None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Nothing To It EW24. Commodity: 360-240-230-0220	81310/Green	1,226.66	SY	\$25.75	\$31,586.48
Azrock Std, V214		18,675.00	SF	\$1.67	\$31,187.23
Base - Furnish & Install 4", black		4,500.00	LF	\$1.65	\$7,425.00
Carpet Removal, cushion back		1,223.00	SY	\$3.34	\$4,088.19
Carpet Disposal		3,298.00	SY	\$0.35	\$1,154.30
Furniture Remove and Replace		3,298.00	SY	\$2.22	\$7,321.56
Remove sheet vinyl/vct		2,075.00	SY	\$4.94	\$10,252.94
<b>Base Bid Total:</b>					<b>\$93,015.70</b>

**Proposal Inclusions and Exclusions:**

1. State Contract # 360-240-06-1  
Federal Tax ID # 35-2162582
2. Local Contact: Rebecca Crosby. Installation Partner: The Carpet Studio
3. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
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Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_



P. O. Box 2128 Mail Drop UA-A 1016 Vista Drive  
Dalton, GA 30722  
Proposal ID: 27892



Phone: (800) 720-7429  
Fax: (706) 271-0611

A Berkshire Hathaway Company

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Farrah Finley Farrah Finley \$93,015.70  
Email: Farrah.Finley@shawinc.com

**Conditions of Proposal:**

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
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**ACCEPTANCE OF PROPOSAL:** *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.*

Customer: School Board of Gadsden County Signed: \_\_\_\_\_ Date: \_\_\_\_\_

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 12a

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: Curriculum Pilot for Expansion at Gadsden Elementary  
Magnet School

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

This is a pilot program to expand Gadsden Elementary Magnet School to include 7<sup>th</sup> grade course offerings. The purpose of this pilot is to offer an accelerated curriculum for 7<sup>th</sup> grade students, which will lead to high school credits and early high school graduation.

**FUND SOURCE:** General Revenue

**AMOUNT:** Approximately \$36,000 (cost of teacher without benefits)

**PREPARED BY:** Rosalyn W. Smith 

**POSITION:** Assistant Superintendent for Academic 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: \_\_\_\_\_

## Project: "Soaring to Higher Heights"

### Gadsden Elementary Magnet: Home of the Magnificent Owls

#### **Purpose**

Gadsden Elementary Magnet School is the only Magnet Initiative for student in grades Pk-6, who are identified as bright and talented. This pilot program will provide an expansion for one grade (7<sup>th</sup>) and provide an opportunity for students in the middle grade setting to earn high school credits. Additionally, this scheme of visionary planning will allow students to complete high school course work and accelerate graduation, while providing the capacity to be dually enrolled in college as early as 10<sup>th</sup> grade.

#### **Programmatic Implications:**

Records indicate that many of the Gadsden Elementary Magnet School students exit our school district in an effort to seek programs, which will maintain an accelerated curriculum. Therefore, many parents are requesting out-of-district transfers in an effort to seek accelerated curriculum for 7<sup>th</sup> grade.

#### **Program Duration**

August 20, 2012 – May 31, 2013

#### **Teacher Cost**

\$36,447.00 (one Gadsden Professional Service Contract Instructor; certification in elementary education; certification English 5-9)

#### **Administrative Certification**

Educational Leadership (all levels); Social Science (5-9); Elementary Education (K-6); ESOL Endorsement; PreK/Primary Education (Ages 3 – grade 3); English (5-9)

#### **Teacher Certification**

Language Arts (5-9)

#### **Teaching Capacity for Additional Course Offerings**

Florida Virtual High (Online)  
Gadsden Distant Learning

#### **Classroom Space Availability**

The school has adequate space to accommodate the additional expansion.

#### **Student Recruitment**

- This pilot program will provide priority placement for students attending Gadsden Elementary Magnet (6<sup>th</sup> grade) during the school year 2011-2012.

- A waiting list will be generated for Gadsden students who are identified as “talented and gifted” students
- Students must complete and adhere to the magnet school application process, as well as the code of student behavior and dress.

**Parent Involvement**

Parents are expected to be involved with the educational expectations of the school and support extra-curricular activities, leading to academic success.

**Curriculum for 7<sup>th</sup> Grade**

Language Arts Advanced	1001050	Lang Arts 5-9	
M/J Research II	1700010	Any certification	
M/J Peer Counseling II	1400010	Any certification	
M/J Spanish Beginning	0708000	FL Virtual High School	these 2 are equivalent to Spanish I 0708340 (high school credit)
M/J Spanish Intermediate	0708010	FL Virtual High School	
M/J Comprehensive Science II	2002070	FL Virtual High School	
M/J Civics Advanced w/ career planning	2106026	Social Science 5-9	
Pre-Algebra 9-12	1200300	Gadsden Distance Learning	
Spanish I (9-12)	0708340	FL Virtual High School	
M/J Comprehensive Physical Education II	1501110	Physical Education 6-12	

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 12b

**DATE OF SCHOOL BOARD MEETING:** June 26, 2012

**TITLE OF AGENDA ITEM:** Florida Association of District School Superintendents Annual Dues  
for 2012 - 2013

**DIVISION:** Administration

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

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

Florida Association of District School Superintendents Annual Membership Dues for 2012 – 2013.

**FUND SOURCE:** General

**AMOUNT:** \$10,479.00

**PREPARED BY:** Mr. Reginald C. James

**POSITION:** Superintendent

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

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

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



## **FADSS**

Florida Association of  
District School Superintendents

**SUPERINTENDENT  
DEVELOPMENT**

**GOVERNMENTAL  
RELATIONS**

**ORGANIZATIONAL &  
LEADERSHIP DEVELOPMENT**

**MR. WILLIAM J. MONTFORD, III**  
Chief Executive Officer

**MR. DON GRIESHEIMER**  
Associate Executive Officer

**Ms. Joy Frank**  
General Counsel

**Mrs. Angela Freeland**  
Executive Secretary to CEO/  
Office Manager

**Mr. Jim Messer**  
Chief Financial Officer

**Ms. Diann Morell**  
Director of Training and  
Development

**Mrs. Diana Oropallo**  
Director of Communications

**Dr. Luther R. Rogers**  
Consultant for Executive Services

**Ms. Tara Vafadari**  
Receptionist/Office Assistant

**Ms. Renae Wallace**  
Staff Assistant

**MAILING ADDRESS:**

208 South Monroe Street  
Tallahassee, FL 32301-1824

Phone: 850-577-5784  
Fax: 850-577-5781

# **Florida Association of District School Superintendents**

May 31, 2012

## **MEMORANDUM**

**TO:** District School Superintendents

**FROM:** Bill Montford  
Chief Executive Officer

**SUBJECT:** 2012-2013 FADSS Annual Dues

Florida is fortunate to have in its 67 school superintendents the very best in dedicated and well-prepared professionals. The challenges you face are sometimes overwhelming. Through your leadership and hard work, and that of your teams, Florida students continue to have unprecedented educational opportunities and perform exceptionally well.

We at FADSS are proud to be the support and training organization for you and your staff, as well as an effective and persistent voice on the issues that you consider to be most important and pertinent. Our organization is strong and productive because of your personal involvement in the Association and your commitment and assistance to each other. Our strength lies in our unity.

We are preparing for the 2012-2013 year. Enclosed is an invoice for FADSS dues for next year. There is no change in our dues structure. Thanks for your continued support of your Association and for your collective voice for Florida's students.

If you have any questions, please contact our office at 850/577-5784.

**c:** Finance Officer

**Enclosure:** Membership Dues Invoice



SUMMARY SHEET

*Paul Skuter*  
6/19/12

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 13a

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: Medical Physicals 2012-2013

DIVISION: Transportation

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

PURPOSE AND SUMMARY OF ITEM: Recommended physicians to examine bus drivers and  
(Type and Double Space) certain personnel for a recommended fee of \$70.00 per examination.

Dr. Chookiert Emko	Quincy, FL
Dr. Carla M. Holloman	Quincy, FL
Dr. Mark A. Newberry	Havana, FL
Dr. Helen Nitsios	Quincy, FL
Tallahassee Memorial Family Medicine, Quincy	Quincy, FL

FUND SOURCE: Transportation

AMOUNT: \$7,000.00

PREPARED BY: *Joe E. Lewis*  
Joe E. Lewis

POSITION: Director of Transportation

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered       

CHAIRMAN'S SIGNATURE: page(s) numbered       

This form is to be duplicated on light blue paper.

REVIEWED BY: *Linda Z...*

2012 JUN 19 AM 11:40  
GASOHN SCHOOL BOARD  
OFFICE OF THE SUPERINTENDENT  
300 W. 11th Street  
Tallahassee, FL 32301



# The School Board of Gadsden County



**Reginald C. James**  
SUPERINTENDENT  
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2780  
www.gcps.k12.fl.us

"Building A Brighter Future"

May 30, 2012

## LETTER OF INTEREST



**FAXED**  
6/18/12

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2012-2013.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

### DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

QUINCY FAMILY MEDICINE, INC.  
Physician's Name or Group

CARLA M. HOLLOMAN, D.O.  
(Please print or type)

300 EAST JEFFERSON STREET QUINCY, FL 32351-2503  
Mailing Address

(850) 875-1146  
Telephone Number

[Signature]  
Signature of Physician or Business Manager

6/18/12  
Date

**PLEASE RETURN THIS FORM BY JUNE 8, 2012**  
**TO THE FOLLOWING ADDRESS:**

**MR. JOE LEWIS**  
**DIRECTOR OF TRANSPORTATION**  
**35 MARTIN LUTHER KING, JR. BLVD.**  
**QUINCY, FL 32351**  
**FAX NUMBER 875-8895**

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

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

ISAAC SIMMONS, JR.  
DISTRICT NO. 3  
CHATTACHOOCHIEE, FL 32324  
GREENSBORO, FL 32309

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

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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH  
EQUAL OPPORTUNITY EMPLOYER

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May 30, 2012

## LETTER OF INTEREST

X

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2012-2013.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00

School Board Approved fee per physical examination.

## DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

MARK A. NEWBERRY, M.D.

Physician's Name or Group

(Please print or type)

602 E. 5TH AVENUE HAVANA, FL 32333

Mailing Address

(850) 539-4747

Telephone Number

Julie A. Church  
Signature of Physician or Business Manager -- office manager

06/11/2012  
Date

**PLEASE RETURN THIS FORM NO LATER THAN JUNE 8, 2012**  
**TO THE FOLLOWING ADDRESS:**

**MR. JOE LEWIS**  
**DIRECTOR OF TRANSPORTATION**  
**35 MARTIN LUTHER KING, JR. BLVD.**  
**QUINCY, FL 32351**  
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"Building A Brighter Future"

May 30, 2012

## LETTER OF INTEREST

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NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

### DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

CARDIOLOGY AND INTERNAL MEDICINE GROUP OF N. FL. PA      HELEN NITSIOS, M.D.  
Physician's Name or Group (Please print or type)

230 EAST CRAWFORD STREET (850) 627-4327  
Mailing Address Telephone Number

[Signature]      NITSIOS      5/30/12  
Signature of Physical or Business Manager Date

**PLEASE RETURN THIS FORM NO LATER THAN JUNE 8, 2012**  
**TO THE FOLLOWING ADDRESS:**

**MR. JOE LEWIS**  
**DIRECTOR OF TRANSPORTATION**  
**35 MARTIN LUTHER KING, JR. BLVD.**  
**QUINCY, FL 32351**  
**FAX NUMBER 875-8895**

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May 30, 2012

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NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00

School Board Approved fee per physical examination.

## DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

TALLAHASSEE MEMORIAL FAMILY MEDICINE QUINCY

Physician's Name or Group

(Please print or type)

178 LASALLE LEFFALL DRIVE, QUINCY, FL 32351

Mailing Address

(850) 875-3600

Telephone Number

Signature of Physician or Business Manager

6-5-12

Date

G.A. Whiddon, M.D.

**PLEASE RETURN THIS FORM NO LATER THAN JUNE 8, 2012**

**TO THE FOLLOWING ADDRESS:**

**MR. JOE LEWIS  
DIRECTOR OF TRANSPORTATION  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FL 32351  
FAX NUMBER 875-8895**

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May 30, 2012

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NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

## DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

CHOOKIERT EMKO, M.D.

Physician's Name or Group

*SAME*

(Please print or Type)

21 NORTH LOVE STREET QUINCY, FL 32351

Mailing Address

(850) 627-9563

Telephone Number

*C. Emko, M.D.*

Signature of Physician or Business Manager

*5/30/12*  
Date

**PLEASE RETURN THIS FORM NO LATER THAN JUNE 8, 2012**

**TO THE FOLLOWING ADDRESS:**

**MR. JOE LEWIS  
DIRECTOR OF TRANSPORTATION  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FL 32351  
FAX NUMBER 875-8895**

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QUINCY, FL 32352

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QUINCY, FL 32351

**BOARD MEETS FOURTH TUESDAY OF EACH MONTH  
EQUAL OPPORTUNITY EMPLOYER**

# Florida School Bus Operators Medical Examination Report for Commercial Driver Fitness Determination



**1. DRIVER'S INFORMATION** Driver completes this section

Driver's Name (Last, First, Middle) \_\_\_\_\_ Social Security No. \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_ Sex  M  F  New Certification Recertification Follow-up \_\_\_\_\_ Date of Exam \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_ Work Tel. \_\_\_\_\_ Home Tel. \_\_\_\_\_ Driver License No. \_\_\_\_\_ License Class  A  B  C  D  Other \_\_\_\_\_ State of Issue \_\_\_\_\_

**2. HEALTH HISTORY** Driver completes this section, but medical examiner is encouraged to discuss with driver:

Yes No <input type="checkbox"/> Any illness or injury in last 5 years? <input type="checkbox"/> Head/brain injuries, disorder, or seizure <input type="checkbox"/> Seizures, epilepsy <input type="checkbox"/> Medication <input type="checkbox"/> Eye disorder or impaired vision (except corrective lenses) <input type="checkbox"/> Ear disorder, loss of hearing or balance <input type="checkbox"/> Heart disease or heart attack; other cardiovascular condition <input type="checkbox"/> Medication <input type="checkbox"/> Heart surgery (valve replacement/bypass, angioplasty, pacemaker) <input type="checkbox"/> High blood pressure <input type="checkbox"/> Medication	Yes No <input type="checkbox"/> Muscular disease <input type="checkbox"/> Shortness of breath <input type="checkbox"/> Lung disease, emphysema, asthma, chronic bronchitis <input type="checkbox"/> Kidney disease, dialysis <input type="checkbox"/> Liver disease <input type="checkbox"/> Digestive problems <input type="checkbox"/> Diabetes or elevated blood sugar controlled by: <input type="checkbox"/> diet <input type="checkbox"/> pills <input type="checkbox"/> insulin <input type="checkbox"/> Nervous or psychiatric disorder, e.g., severe depression <input type="checkbox"/> Medication	Yes No <input type="checkbox"/> Loss of, or altered consciousness <input type="checkbox"/> Fainting, dizziness <input type="checkbox"/> Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring <input type="checkbox"/> Stroke or paralysis <input type="checkbox"/> Missing or impaired hand, arm, foot, leg, finger, toe <input type="checkbox"/> Spinal injury or disease <input type="checkbox"/> Chronic low back pain <input type="checkbox"/> Regular, frequent alcohol use <input type="checkbox"/> Narcotic or habit forming drug use
--	--	--

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently.

I certify that the above information is complete and true. I understand that inaccurate, false, or missing information may invalidate the examination and my Medical Examiner's Certificate.

Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*Note: All Florida public school bus drivers, including charter school bus drivers, must obtain a Commercial Driver's Medical Examination every year.**

**3. VISION** Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70° peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

**Testing (Medical Examiner completes Sections 3 through 7)**

NUMERICAL READINGS MUST BE PROVIDED:

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/	20/	Right Eye
Left Eye	20/	20/	Left Eye
Both Eyes	20/	20/	

Complete next line only if vision testing is done by an ophthalmologist or optometrist.

Date of Examination \_\_\_\_\_ Name of Ophthalmologist or Optometrist (print) \_\_\_\_\_ Telephone No. \_\_\_\_\_ License No./State of Issue \_\_\_\_\_ Signature \_\_\_\_\_

Applicant can recognize and distinguish among traffic control signs and devices showing standard red, green, and amber colors?  Yes  No

Applicant meets acuity requirement only when wearing:  Corrective Lenses  Yes  No

Monocular Vision:  Yes  No

**4. HEARING** Standard: a) Must first perceive forced whispered voice 2 ft. with or without hearing aid, or b) average hearing less in better ear 5/40 dB.

Check if hearing aid used for tests.  Check if hearing aid required to meet standard.

INSTRUCTIONS: To convert audiometric test results from dB to ANEL -1 dB from dB for 300Hz, -10 dB for 1,000 Hz, -8.5 dB for 2,000 Hz. To average, add the results for 3 frequencies tested and divide by 3.

NUMERICAL READINGS MUST BE RECORDED:

600 Hz	RIGHT EAR			LEFT EAR		
	1000 Hz	2000 Hz	Average	300 Hz	1000 Hz	2000 Hz

Medical examiner should take at least 2 readings to confirm BP.

On initial exam	Examination/Date	Recertification
# 140 - 139/90-99	6 months	6 months if < 140/90
# 140 - 139/100-109	3 months	9 months if < 140/90
> 140/110	Disqualified from date of exam until BP is < 140/90	

Medical examiner should take at least 2 readings to confirm blood pressure.

**5. BLOOD PRESSURE/PULSE RATE** Numerical readings must be recorded.

Medical examiner should take at least 2 readings to confirm blood pressure.

Medical examiner should take at least 2 readings to confirm blood pressure.

**6. LABORATORY AND OTHER TEST RESULTS** Numerical readings must be recorded.

Urine Specimen \_\_\_\_\_ SPEC. GRAVITY \_\_\_\_\_ PROTEIN \_\_\_\_\_ BLOOD \_\_\_\_\_ SUGAR \_\_\_\_\_

**7. PHYSICAL EXAMINATION**

Height (in) \_\_\_\_\_ Weight (lbs) \_\_\_\_\_

Check YES if there are any abnormalities. Check NO if the body system is normal. Discuss any YES answers in detail in the space below, and indicate whether it would affect the driver's ability to operate a commercial motor vehicle safely. Enter applicable item number before each comment. If organic disease is present, note that it has been compensated for. See instructions to the Medical Examiner for guidance.

BODY SYSTEM	CHECK FOR:	YES	NO	BODY SYSTEM	CHECK FOR:	YES	NO
1. General appearance	Marked overweight, tremor, signs of alcoholism, problem drinking, or drug abuse.			7. Abdomen and viscera	Enlarged liver, enlarged spleen, masses, bruits, hernia, significant abnormal wall muscle weakness.		
2. Eyes	Fixation, equal reaction to light, accommodation, ocular motility, ocular muscle imbalance, extraocular movement, nystagmus, esophthalmos, strabismus uncorrected by corrective lenses, retinopathy, cataracts, aphakia, glaucoma, muscular degeneration.			8. Muscular system	Abnormal pulse and amplitude, contort or arterial bruits, radioactive veins.		
3. Ears	Middle ear disease, occlusion of external canal, perforated eardrums.			9. Genito-urinary system	Hernias.		
4. Mouth and throat	Irreversible deformities likely to interfere with breathing or swallowing.			10. Extremities - limb	Loss or impairment of leg, foot, toe, arm, hand, or finger. Perceptible limp, deformities, atrophy, weakness, paralysis, clubbing, edema, hypostasis. Insufficient grip and prehension in upper limb to maintain steering wheel grip. Insufficient mobility and strength in lower limb to operate pedals properly.		
5. Heart	Murmurs, extra sounds, enlarged heart, pacemaker.			11. Spine - other musculoskeletal	Previous surgery, deformities, limitation of motion, tenderness.		
6. Lungs and chest, not including breast examination	Abnormal chest wall expansion, abnormal respiratory rate, abnormal breath sounds including wheezes or rales, impaired respiratory function, dyspnea, cyanosis. Abnormal findings on physical exam may require further testing such as pulmonary tests and/or x-ray of chest.			12. Neurological	Impaired equilibrium, coordination, or speech pattern; cerebellar, symmetrical deep tendon reflexes, sensory or positional abnormalities, abnormal postural and Babinski's reflexes, ataxia.		

**COMMENTS:**

Make certification status here. See instructions to the Medical Examiner for guidance.

Meets standards in 49 CFR 391.41; qualifies for a 13-month certificate  Wearing corrective lenses  49 CFR Performance Evaluation (PE) Certificate

Does not meet standards  Wearing hearing aid  Driving within an exempt liability zone

Meets standards, but periodic evaluation required  Accompanied by a \_\_\_\_\_ vehicle/resumption  Qualified by operation of 49 CFR 391.64

Due to \_\_\_\_\_ driver qualified only for:  
 3 months  6 months  Other \_\_\_\_\_

Temporarily disqualified due to (condition or medication): \_\_\_\_\_ Medical Examiner's Signature \_\_\_\_\_  
 Return to medical examiner's office for follow up on \_\_\_\_\_ Medical Examiner's home (print) \_\_\_\_\_  
 If needs standards, complete a Medical Examiner's Certificate according to 49 CFR 391.43(n). (Driver must carry certificate when operating a commercial vehicle.) \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone \_\_\_\_\_

**8. DRIVER TESTING FOR SCHOOL BUS DRIVER** (For each item, mark "Y" or "N")

Item	Y	N
1. Applicant did not climb the rear steps of a 45 passenger or larger bus without pivoting.	<input type="checkbox"/>	<input type="checkbox"/>
2. Applicant did open and close a fully opened 45 passenger or larger bus entrance door without difficulty while seated in the driver's seat or from a seated position; got out of seat and manually opened or closed door and stepped down on ground.	<input type="checkbox"/>	<input type="checkbox"/>
3. Applicant did activate the brake pedal with the right foot in 2 1/2 seconds or less after removing the right foot from the throttle pedal.	<input type="checkbox"/>	<input type="checkbox"/>
4. Applicant did move from a seated position in the driver's seat of a 45 passenger or larger bus to the rear of the bus, open the emergency door, or use side door on one engine motor, and set the bus off within 20 seconds.	<input type="checkbox"/>	<input type="checkbox"/>
5. Applicant did operate the parking brake using both arms, upper body and back. For example, activate the parking brake switches or shift gear while keeping one hand on the steering wheel of a 45 passenger bus (brakes applied for no more than 4 1/2 to be done test, one if full gear shifting one acceptable completed).	<input type="checkbox"/>	<input type="checkbox"/>

Signature of School District Examiner \_\_\_\_\_ Date Examined \_\_\_\_\_ Signature Testing Exp. Date \_\_\_\_\_

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined \_\_\_\_\_ in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-43) and with knowledge of the Florida Rules, 1940 PA persons qualified and not applicable otherwise.

Wearing corrective lenses  Driving within exempt liability zone (49 CFR 391.42)

Wearing hearing aid  Accompanied by a 99 Performance Evaluation Certificate (PE)

Accompanied by a \_\_\_\_\_ vehicle/resumption  Qualified by operation of 49 CFR 391.64

Signature of Medical Examiner \_\_\_\_\_ Signature of Driver \_\_\_\_\_

Medical Examiner's Name (Print) \_\_\_\_\_ Medical Examiner's Home (Print) \_\_\_\_\_  
 Address \_\_\_\_\_ Address of Driver \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone \_\_\_\_\_  
 State \_\_\_\_\_ State \_\_\_\_\_

**ATTENTION:**  
**MEDICAL PROVIDERS PLEASE BE SURE PHYSICAL AND MEDICAL EXAMINER'S CERTIFICATE ARE FILLED OUT COMPLETELY AND IS LEGIBLE. THANKING YOU IN ADVANCE!**  
**\*PLEASE NOTE THAT MEDICAL EXAMINER'S CERTIFICATE IS VALID FOR 13 MONTHS FROM DATE OF EXAM\***



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 14a

DATE OF SCHOOL BOARD MEETING: June 26, 2012

TITLE OF AGENDA ITEM: Discussion and Request to Advertise the Board's Intent to Amend School Board Policy 2.25 (subsection Code of Student Conduct).

DIVISION: Administration

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this item is to request amendments to School Board Policy 2.25 (Code of Student Conduct) and to request approval to advertise the Board's intent to amend School Board Policies.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rosalyn W. Smith *RWS*

POSITION: Assistant Superintendent for Academic 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: \_\_\_\_\_



**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA  
NOTICE OF INTENT TO AMEND A POLICY**

DATE OF THIS NOTICE: June 26, 2012

The School Board of Gadsden County, Florida hereby gives notice of its intent to amend Gadsden County School Board Policy Numbered 2.25 (Code of Student Conduct).

**PURPOSE AND EFFECT:** The purpose and effect of this policy revision is to update job descriptions.

**RULEMAKING AUTHORITY:** Subsection 1000.41, and 1000.43, Florida Statutes

**LAWS IMPLEMENTED:** 1000.40, 1000.42, and 1000.43, 1003.31 Florida Statutes

**SUMMARY OF THE ESTIMATED ECONOMIC IMPACT:** NONE

**FACTS AND CIRCUMSTANCES JUSTIFYING RULE:** It is necessary to amend Policy 2.25 (Code of Student Conduct) in order to update the School Board Policy.

**A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M. ON:** Thursday, July 24, 2012.

**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:** Rosalyn W. Smith  
Assistant Superintendent for Academic Services

**NAME OF THE PERSON WHO APPROVED THIS RULE:** Reginald C. James  
Superintendent of Schools

**DATE OF SUCH APPROVAL:** June 26, 2012

A COPY OF THE POLICY PROPOSED FOR AMENDMENT MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Reginald C. James, Superintendent of Schools  
For Gadsden County, Florida, and Secretary and  
Chief Executive Officer of the School Board of  
Gadsden County, Florida.

Field Code Changed

# GADSDEN COUNTY SCHOOL DISTRICT



*"Building a Brighter Future"*

## Code of Student Conduct

**2012-2013**

Deleted: 2011-2012

Mr. Reginald C. James  
Superintendent of Schools  
35 Martin Luther King, Jr. Blvd.  
Quincy, Florida 32351  
(850) 627-9651  
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Field Code Changed

Field Code Changed

# The School Board of Gadsden County

*"Building A Brighter Future"*



**Reginald C. James**  
SUPERINTENDENT OF SCHOOLS

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## SUPERINTENDENT'S MESSAGE

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

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

This document will explain the rules of the Gadsden County School District, student rights and student responsibilities, disciplinary actions, and the disposition of school records. While this document does not contain the exact Florida Statutes referenced herein, a copy of those statutes can be obtained from the district office at 35 Martin Luther King, Jr. Boulevard in Quincy upon request or viewed on the State of Florida website at <http://www.flsenate.gov/statutes>.

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

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

Respectfully yours,

*Reginald C. James*

Reginald C. James  
Superintendent of Schools

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BOARD MEETS FOURTH TUESDAY OF EACH MONTH  
EQUAL OPPORTUNITY EMPLOYER

## VISION

The Gadsden County Public School District is committed to working together to *"Build A Brighter Future"* for our boys and girls.

We, the partners for excellence, recognize the need for multicultural awareness and education and envision that schools, communities, and parents/guardians will cooperatively embrace one another to offer an educational program that will meet the needs of students, parents/guardians, and the community. We further believe that ALL children can learn, and we envision that schools, using new and emerging technologies in conjunction with traditional approaches, will provide academic, intellectual, emotional, psychological, physical, and social experiences that will develop the whole student. Our product will be students who possess foundational, marketable, and/or functional skills that will enable them to broaden their horizons in any post-secondary endeavor upon which they might choose to embark.

## MISSION STATEMENT

The mission of the district is *"To Build a Brighter Future as We Prepare Students for Success in Life"*.

## JURISDICTION OF THE SCHOOL BOARD

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

## DISCRIMINATION STATEMENT

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

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

## STUDENTS' RIGHTS AND RESPONSIBILITIES

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

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

### I. ATTENDANCE

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

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

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

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

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

#### **Rights:**

Students will be given an explanation of excused absences, unexcused absences, and tardies. Students can make up work for credit if the absence is excused.

A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date upon which he or she attains that age if the student files a Student Declaration of Intent to Terminate School Enrollment form. This form is available from the school administration or guidance office.

#### **Responsibilities:**

Students are required to attend school every school day. If absent, a written note from the parent/guardian stating why the student was absent must be brought to school on the day the student returns. The principal shall consider each absence as being either "excusable," "permissible," or "unexcused."

It is the responsibility of the student's parent/guardian to notify the school when his/her child will not be in attendance. The school is to be notified of an absence the morning the student is absent or within twenty-four hours.

#### Excusable Absence:

An excusable absence is one caused by illness of the student or by serious illness or death in the family, legal reasons and other special conditions or extenuating circumstances. The student shall be given an opportunity to make up all missed work.

Excused Absence for Religious Holidays:

A student shall be excused from attendance for observation of a religious holiday or because the tenets of his religion forbid secular activity on that day. Prior notification to the school principal is required.

A student who has been excused for observance of a religious holiday shall be given up to 3 school days to complete any work missed, including examinations and work assignments. No adverse or prejudicial effects shall result from any such religious observance.

Permissible Absence (Excused):

A permissible absence is one which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstances. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. The student shall be given an opportunity to make up all missed work.

Unexcused Absence:

An unexcused absence (this does not include suspensions) is one which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy. Therefore, suspension is not an appropriate disciplinary action for students who fall within the mandatory state attendance requirements.

Students who are more than five (5) minutes late for a class will be recorded as being tardy.

**Rule:**

All students between the ages of six (6) and sixteen (16) must attend school regularly.

**Disciplinary Action:**

A student may receive counseling, attendance conferences, parent/guardian contact, and may be referred to other appropriate disciplinary programs.

The law allows absences for illness and certain other special circumstances. Under these circumstances, district and school policies regard these absences as excused absences. A student with an excused absence is not subject to any disciplinary or academic penalties for that absence. It is the student's responsibility to obtain and complete all makeup work. An unexcused absence takes place any time a child is out of school for reasons not recognized in the law. In these cases, the child may be subject to academic penalties.

For students in grades 9-12 a minimum of 135 hours in attendance is required to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each 18 week grading period or demonstrate mastery of the course performance standards for the defined course by passing the semester exam. Credits are awarded at the end of each 18 week grading period.

Each school must implement procedures to increase student attendance. An attendance committee will be established at each school to review the reason(s) for absence(s).

### Minimum School-Based Intervention Procedures for Truant Students

Minimum School-Based Intervention Procedures for Truant Students may be as follows (Appropriate Documentation of Interventions Must Be Maintained):

1. After 3 days of unexcused absences, within a 90-day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
2. After 5 days of unexcused absences, within a 90-day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. *NOTE: A student study team is to convene when a student misses 5 unexcused absences within 30 calendar days, or when a student misses 10 days within 90 calendar days.*
3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
4. After 15 unexcused absences within a 90-day period, the student is considered "habitually truant." Florida statutes 1003.27(b).

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

### Middle-High School Attendance

A minimum of 135 hours of attendance is required for students to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each semester or demonstrate mastery of the course performance standards for the defined course by passing the semester exam.

Each school will document attempts to notify parents/guardians of each student's absence either through an automated system or other method. However, failure to successfully notify parents/guardians shall not negate the attendance policy.

### Absences

- Students are to sign in/out when missing a class for excusable appointments or emergencies and are to comply with the individual school procedures established with the school attendance office. Failure to sign out may result in an unexcused absence and the consequences thereof.
- Excused absences/tardies may only be used for the following legitimate, documented reasons:
  1. Illness and/or medical care
  2. Death in the family
  3. Legal reasons
  4. Religious Holidays, administratively pre-approved observance
  5. Pre-arranged absences approved by an administrator, school sponsored field trips, or school approved activities
  6. Other special circumstances or insurmountable conditions
- In the event 4 or more unexcused absences occur in a course during a 9-week grading period, an attendance conference may be held to determine which, if any, absences are excusable.
- For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes described above, a grade of "F" will be assigned for that grading period.
- The teacher's grade book and/or the attendance sheet signed by the teacher will be the final authority in determining the number of absences for each student.



### **Attendance Conference / Appeal Procedures**

- In order to appeal an unexcused absence, the following must occur:
  1. The student and parent/guardian must request a hearing by completing and submitting an Attendance Conference Application (form available at school).
  2. Written documentation of absences from a doctor or recognized agency, legal proceedings or other relevant information should be attached to the application when it is submitted, and may be accepted in lieu of an attendance conference provided all absences are included.
  3. An attendance conference may not be necessary if written documentation for each absence is submitted to the attendance office. Other circumstances made known to the attendance office may also make the conference unnecessary. The need for a conference will be made by the principal/designee. The school will notify the parent/guardian(s) if a conference is not necessary.
- The school will make every effort to schedule conferences at a time convenient for parents/guardians, including evening hours when necessary.
- One administrator/designee and two teachers will hear and rule on the appeal.
- The parent/guardian will be notified of the decision in a timely manner.
- Teachers will be notified of the decision in a timely manner.
- The principal may overrule the findings of the attendance committee should special circumstances occur or excuse any student from any consequence arising from recorded absences.

### **Other Considerations**

- Students who are suspended will be considered administratively absent and the absences will not count toward the “four unexcused” policy for the nine weeks grading period.
- Students who are absent for an “educationally valuable experience” other than a field trip may receive an excused absence if the following criteria are met:
  - a. The absence must be pre-approved at least one week in advance.
  - b. There must be stated and written educational objectives for the trip that are related to the performance standards for each course in which the student is enrolled and include at least one objective for each course. This information shall be attached to the Prior Approval Request Form when it is turned in to the attendance office and initialed by the teacher of each course.
  - c. The attendance administrator and/or the attendance committee will review the pre-arranged absence request. The absences may then be pre-excused pending the completion of (d) below.
  - d. Within ten (10) calendar days of the student’s return to school following the trip, the student and parent/guardian will present a student prepared report and other appropriate exhibits to the attendance committee documenting the completion of each written objective. The committee shall determine whether the absences are to be excused.
- College recruitment trips are to be scheduled when school is not in session. Days missed will be considered as part of the three (3) allowed per 9-week grading period. Administrative exception may be granted for a planned program scheduled for a specific day if the student has a pre-planned appointment, with a specific college administrator that is verified in writing by the college.
- Any student with fifteen (15) or more absences due to a physical or mental condition, which confines the student to a home or a hospital, may be referred to the Homebound Program. If placed in the Homebound Program, attendance records become the responsibility of the Homebound Program.

## **II. RESPECT FOR PERSONS AND PROPERTY**

### **Rights:**

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

### **Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**III. RIGHT TO LEARN**

**Rights:**

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

**Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**IV. RIGHT OF ASSEMBLY**

**Rights:**

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

**Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**V. RIGHT OF PRIVACY**

**Rights:**

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

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**Responsibilities:**

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

**Rule:**

Students will respect the privacy of others.

**Disciplinary Action:**

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

**VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES**

**Rights:**

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

**Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**VII. DRESS AND GROOMING**

**Rights:**

Students have a right to dress comfortably.

**Responsibilities:**

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

**Rule:**

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

**Elementary and Middle School Requirements:**

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

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

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

**The "generic uniform" shall consist of the following:**

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

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

**Elementary/Middle School Disciplinary Action:**

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

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

**High School Disciplinary Action:**

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

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

**APPROPRIATE ATTIRE**

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student's middle finger when placed against the student's attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- **The waistband of pants, shorts, or skirts must be worn and secured between the hips and the waist.** 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.

**Deleted:** Young men will wear belts or suspenders with their pants

**INAPPROPRIATE ATTIRE**

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants / saggy pants (F.S. 1006.07 and F.S. 1006.15)

\* 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:**

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

## VIII. DISCRIMINATION/SEXUAL HARASSMENT

### **Rights:**

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

### **Responsibilities:**

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

### **Rules:**

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

### **Disciplinary Actions:**

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

## IX. COUNSELING

### **Rights:**

Students have the right:

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

### **Responsibilities:**

Students have the responsibilities:

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

### **Rule:**

Students should participate appropriately in the counseling process.

**Disciplinary Action:**

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

**X. FREE SPEECH AND PUBLICATION**

**Rights:**

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

**Responsibilities:**

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

**Rule:**

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

**Disciplinary Action:**

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

**XI. STUDENT GOVERNMENT**

**Rights:**

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.
2. To have access to policies of the School Board and the individual school.
3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.
4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

**Responsibilities:**

Students have the following responsibilities:

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

**Rule:**

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

**Disciplinary Action:**

The principal/designee may apply disciplinary procedures as appropriate.

**XII. STUDENT RECORDS**

**Rights:**

Students/Parents/guardians have the following rights:

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

Rules/Procedures Relating to Student Records:

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

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



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

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

**Notification of Rights for Elementary and Secondary Schools**

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

1. The right to inspect and review the student’s education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

Parents/guardians have the following rights:

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

9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to: 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.

**XIII. GRADES**

**Rights:**

Students have the following rights:

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

**Responsibilities:**

Students have the following responsibilities:

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

**Rules:**

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

## GENERAL DISCIPLINARY PROCEDURES

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

### I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED

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

### II. AUTHORITY OF THE TEACHER

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

### III. OFFENSES

- A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.
- B. The principal may discipline any student for, including but not limited to, the following misbehaviors:
  - 1. disobeying or threatening any school personnel
  - 2. profanity; offensive gestures
  - 3. destroying property
  - 4. disturbing school functions (FS 1006.145)
  - 5. leaving school without proper permission
  - 6. excessive tardies and/or unexcused absences from school
  - 7. breaking school rules
  - 8. serious misconduct
  - 9. sexual harassment
  - 10. multiple offenses
  - 11. fighting (to include instigating a fight)
  - 12. ~~Usage of wireless communication devices and all other electronic devices~~ (such as pagers, cellular phones, iPods, MP3 players)
  - 13. possession of weapons and/or any firearm, to include imitation firearm
  - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.

Deleted: possession of wireless

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

**IV. DEFERRED PUNISHMENT FOR OFFENSES**

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

**BULLYING AND HARASSMENT – GADSDEN SCHOOL BOARD POLICY #5.321**

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

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

**1. Statement Prohibiting Bullying and Harassment**

- A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying. The District will not tolerate bullying and harassment of any kind. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
- B. The District upholds that bullying or harassment of any student or school employee is prohibited:
  - 1. During any education program or activity conducted by a public K- 12 educational institution;

**Deleted: ¶**

**¶ Bullying and Harassment – gadsden school Board Policy #5.321¶**

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

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

2. During any school-related or school-sponsored program or activity;
3. On a school bus of a public K-12 educational institution; or
4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K-12 education institution.

2. **Definitions**

- A. **Bullying means systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:**
1. Unwanted teasing;
  2. Social Exclusion;
  3. Threatening;
  4. Intimidation;
  5. Stalking;
  6. Cyberstalking;
  7. Cyberbullying;
  8. Physical violence;
  9. Theft;
  10. Sexual, religious, or racial harassment;
  11. Public humiliation;
  12. Rumor or spreading falsehoods; or
  13. Destruction of school or personal property.
- B. **Harassment means any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:**
1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
  2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
  3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
  4. Has the effect of substantially disrupting the orderly operation of a school.
- C. **Cyberstalking is defined in F. S. 784.084(d) means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.**
- D. **Cyberbullying is defined as the willful and repeated harassment and intimidation of a person through the use of digital technologies, including, but not limited to, email, blogs, social websites (e.g., MySpace, Facebook), chat rooms, and instant messaging.**
- E. **Bullying, Harassment, and/or Cyberbullying also encompass:**
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
  2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
    - a. Incitement or coercion;
    - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;

- c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.
    - 3. Unwanted harm towards a student or employee in regard to their real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, linguistic preference, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs and therefore prohibits bullying of any student or employee by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District. For Federal requirements when these acts are against Federally identified protected categories, refer to Policy 4001.1.
  - F. Accused is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.
  - G. Complainant is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other
3. Behavior Standards
  - A. The Gadsden County School District expects students and adults to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with proper regard to the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.
  - B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
  - C. The School District prohibits the bullying of any student or school employee:
    - a. During any educational program or activity conducted by Gadsden County Schools District;
    - b. during any school-related or school-sponsored program or activity or on a Gadsden County school bus;
    - c. Through the use of any electronic device or data while on school grounds or on a Gadsden County school bus, computer software that is accessed through a computer, computer system, or computer network of the Gadsden County School Board. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated under this section.
    - d. Through threats using the above to be carried out on school grounds. This includes threats made outside of school hours, which are intended to be carried out during any school-related or school-sponsored program or activity, or on a Gadsden County school bus.
    - e. While the District does not assume any liability for incidences that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying against a student and the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate, which may include the use of the School Resource Officer. The principal/designee shall use all District Reporting Systems to log all reports and interventions.
  - D. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition



through positive reinforcement for good conduct, self discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior (the school's Discipline Plan).

- E. Student rights shall be explained as outlined in this policy and in the Student Code of Conduct: Respect for Persons and Property.
- F. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the Student Code of Conduct and this Policy.

4. Stakeholder Responsibilities

- A. By August 2009, each school principal shall create a School Safety team and designate one of its members as a School Safety Liaison and contact who shall serve on a district School Safety team that address acts of violence and school safety. The district's Safety Investigation's Officer will be head the School Safety Team. At minimum, school teams should include staff members from administration, guidance, and instruction. These persons will serve as the key school based personnel who will receive prevention/safety training and assist in the dissemination of prevention/safety procedures, intervention, and curriculum, for bullying and other issues that impact the school culture and welfare of students and staff.
- B. The Academic Services' Office, in collaboration with other District departments, will collaborate with school based staff members, families, and community stakeholders to utilize this Policy and associated procedures to promote academic success, enhance resiliency, build developmental assets, and promote protective factors within each school by ensuring that each and every staff member and student is trained on violence prevention. These trainings will work to create a climate within each school and within the District that fosters the safety and respect of children and the belief that adults are there to protect and help them. Additionally, students and staff (including but not limited to school based employees, administrators, district personnel, counseling staff, bus drivers) will be given the skills, training, and tools needed to create the foundation for preventing, identifying, investigating, and intervening when issues of bullying arise.
- C. The Parent Services' Office, in collaboration with other District departments, will train a wide range of community stakeholders, profit, non-profit, School Resource Officers, and faith based agencies to provide the dissemination and support of violence prevention curriculums to students, their families and school staff. This collaboration will make effective use of available school district and community resources while ensuring seamless service delivery in which each and every school and student receives an equitable foundation of violence prevention.
- D. The District School Safety Team will serve as the coordinators and trainers of prevention/safety for all school staff and outside agencies/community partners. The District Safety Team will receive training in violence prevention programs. These team will ensure that these programs are evidence-based and proven. The team will be responsible for implementing the evidence-based interventions and proven programs within each of their schools.
- E. The Parent Services' Office, in collaboration with other District departments, will provide opportunities and encourage parents to participate in prevention efforts with their children in meaningful and relevant ways that address the academic, social, and health needs of their children. The District will offer parents and parent associations' trainings on violence prevention as well as knowledge of and/or opportunity to participate in any violence prevention initiatives currently taking place in their school via the district and school websites, open houses, and school newsletters. Training will provide resources and support for parents by linking them with internal supports as well as referral to community-based resources as needed.
- F. Evaluations to determine the effectiveness and efficiency of the services being provided will be conducted at least every three years and shall include data-based outcomes.
- G. The Superintendent, other district administrators, as well as school principals, will be held accountable for implementation of these student support services consistent with the standards of this policy. These administrators will take steps to assure that student support

services are fully integrated with their instructional components at each school as well as in policy and practice.

V. Training for all Stakeholders

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

VI. Consequences

A. Committing an act of bullying or harassment

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

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

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

C. Reporting an Act of Bullying or Harassment

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

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

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

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

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

- ii. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or
- iii. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

**H. Reporting Incidents of Bullying and Harassment**

1. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
2. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related as a related element code.
  - i. Bullying and/or harassment incidents shall be reported and coded appropriately in SESIR using the relevant incident code and the bullying-related code as indicated in the *Code of Student Conduct*.
3. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
4. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the Department of Education.

**I. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment**

1. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
2. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.

**J. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim**

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

**K. Publicizing the Policy**

1. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
2. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.

3. The Superintendent shall also make all contractors contracting with the District aware of this policy.
4. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.
5. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

**PROCEDURES FOR THE DISCIPLINE OF  
STUDENTS WITH DISABILITIES**

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

**6A-6.03312. Discipline Procedures for Students with Disabilities**

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

**PROCEDURES FOR THE DISCIPLINE  
OF K-12 STUDENTS INCLUDING PREKINDERGARTEN**

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

Definitions specific to this policy:

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

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

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

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

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

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

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

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

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

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

## DISCIPLINARY PROCEDURES GRADES K-12

### 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

Deleted: beepers, cellular phones

#### Actions To Be Taken By Teachers

##### 1st Offense

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

##### 2nd Offense

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

##### 3rd Offense

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

##### 4<sup>th</sup> Offense

#### ACTIONS TO BE TAKEN BY ADMINISTRATORS

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.

- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

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

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.

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.

**Deleted: 3rd Offense ¶**  
 <#> An administrator calls the parents/guardians. **[required]¶**  
 <#> The teacher/administrator writes a referral.¶  
 <#> Administrator confers with student.¶  
 <#> An administrator assigns 5 days out-of-school suspension with a hearing.¶  
 <#> An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.¶  
 <#> An administrator conducts a hearing for expulsion and/or alternative placement considerations.¶  
 <#> 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 with a hearing for possible alternative placement and/or expulsion considerations.

**CLASS III**

**GROUP C**

**MAJOR OFFENSES**

**ZERO TOLERANCE OFFENSES**

**REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.**

**Florida Statute: 1006.13 - Zero Tolerance Policy**

1. The Gadsden County School Board has a zero tolerance policy for:
  - (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
  - (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.
2. The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. . (See definition of expulsion.)
  - (a) Bringing a firearm, imitation firearm, or weapon (as defined in F.S. Chapter 790) to school, to any school function, or possessing a firearm, imitation firearm, at school. (to include the possession, use, or sell of a firearm, imitation firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or
  - (b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity, bring, possess, use, or sell a firearm, imitation firearm, or explosive on campus

The Gadsden County School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student with a disability, the district school board shall comply with applicable State Board of Education rules.

**Offenses Prohibited**

1. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.
  - a. homicide (murder, manslaughter)
  - b. sexual battery
  - c. armed robbery

- d. aggravated battery
- e. assault, battery or aggravated battery on a teacher or other school personnel
- f. kidnapping or abduction
- g. arson
- h. possession, use, or sale of any firearm, to include an imitation firearm
- i. display, use, threaten, or attempt to use any imitation firearm
- j. possession, use, or sale of any explosive device
- k. possession, use, or sale of drugs or alcohol
- l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
- m. bomb threat
- n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

- 2. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. 784.081, he/she shall be expelled or placed in an alternative school setting (F.S. 1006.13(4)).
- 3. **All incidents involving firearms, imitation firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**
- 4. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.
- 5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

#### WEAPONS PROHIBITED

- 2. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. For use in this policy, weapons shall include but not be limited to the following: air rifle, BB or pellet gun, rifle, shot gun, zip gun, stun gun, pistol, ammunition or explosive device (no matter how limited), incendiary device, ice pick, knife, box cutter, pocket knife, machete, hypodermic needle(s), laser pointer, brass knuckles, club, nunchakus, razor blade, self-defense sprays (such as mace or pepper gas), sling shot, spear, sword, or any item used with intent to cause bodily harm to another individual.
- 3. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.
- 4. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.
- 5. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.
- 6. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

### CERTAIN DRUGS PROHIBITED

1. The use, distribution, sale and/or unlawful possession of mood modifiers, controlled substances or alcohol on campus, at school activities, or on school-sponsored transportation, including designated bus stops, is strictly prohibited. If, after an investigation, a student has been determined to be in violation of this section, he or she will be referred to the School Board for expulsion.
2. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**
3. With written parent/guardian permission, using Form GCSB 893, a prescribed or nonprescribed medication may be given to a student by authorized school personnel. (See School Board rule 5.62.)
4. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

### PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

1. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:
  - a. has been formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a prosecuting attorney; and
  - b. the incident for which he/she has been charged occurred on other than school property, and
  - c. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and
  - d. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.
2. If the principal proposes a felony transfer, he/she will, in accordance with Section 1006.09(2), Florida Statutes, conduct an administrative hearing for the purpose of determining whether or not the student should be assigned to an alternative program pending determination of his/her guilt or innocence, or the dismissal of the charge, by a court of competent jurisdiction. The following procedures shall be followed if the principal proposes a felony transfer.
  - a. Upon receiving proper notice that a student has been formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, the principal shall notify the parent/guardian of the student, in writing of the specific charges against the student and of the right to a hearing.
  - b. Such notice shall set a date for the hearing which shall not be less than two (2) school days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.\* A hearing can be held without the attendance of the parent/guardian after proper notification.

#### **\*Waiver of Discipline:**

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

- i. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or
- ii. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statutes 1006.09.

3. The hearing shall be conducted by the principal, or designee, and may be attended by the student, the parent/guardian, the student's representative or counsel, and any witnesses requested by the student or the principal.
4. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.
5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.
6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.
7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)
8. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.

#### SUSPENSION/EXPULSION

Suspension, also referred to as out-of-school suspension, is the temporary removal of a student from all classes of instruction on public school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee for a period not to exceed ten (10) school days. During the suspension, the student is remanded to the custody of the parent/guardian with specific homework assignments for the student to complete. Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the School Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

1. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.
2. If a student is suspended or expelled from school, the student will not be allowed to attend any other school or school activity in the district until the time of suspension or expulsion has ended, or the School Board or the Superintendent has assigned an alternative setting. Failure to adhere to this rule could result in the extension of the suspension/expulsion and/or arrest.
3. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.
4. The following are procedures for suspension:
  - a. Before suspending a student, the principal/designee will investigate the alleged offense, giving the student a chance to tell his/her side of the story and obtain written statements from witnesses, if appropriate.
  - b. When a student is suspended from school, an immediate attempt will be made to contact the parent/guardian(s). The student, the parents/guardians, and the Superintendent will be sent written notice (suspension form) within twenty-four hours.

- c. The suspension by the principal may not be for more than ten days. No student will be suspended for more than five days without a school hearing which will adhere to the following procedures:
  - i. A suspension form will be completed giving the date for the hearing (usually on the third or fourth day of the suspension), and it will also include the time, place, and the purpose for the hearing.
  - ii. The hearing will be video and/or audio taped.
  - iii. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.
  - iv. This hearing should include the student and his/her parent/guardian(s) and may also include teachers, administrators, guidance counselors, school psychologists, and/or others as appropriate.
  - v. Decisions will be based on the information presented.
  - vi. At the end of the hearing, the principal will tell the student and the parent/guardian(s) verbally and later in writing what he/she has decided to do about the misbehavior. The Principal may extend the suspension up to 10 days.
  
- 5. The following are procedures for an expellable offense:
  - a. When a student commits an expellable offense (see Zero Tolerance Policy), the Principal/Designee investigates. If after the investigation it is deemed necessary to continue the expulsion process, the Principal/Designee notifies:
    - i. parent/guardian of suspension and sets a hearing date (hand delivered)
    - ii. the District Office
    - iii. ESE, ESOL and School Psychologist (if appropriate)
  
  - b. At the school hearing the following will be present:
    - i. student
    - ii. parent/guardian
    - iii. school personnel
    - iv. district personnel
    - v. witnesses
    - vi. other appropriate personnel
  
  - c. The following guidelines will be adhered to at the school hearing:
    - i. The Principal/Designee will chair the hearing.
    - ii. All information discussed will be recorded.
    - iii. Everyone involved in the incident may give his/her side of the story.
    - iv. All pertinent information will be discussed including the student's discipline, attendance, and academic records and other significant information such as police and witness reports.
    - v. The recommendations of the Principal/Designee may also include, but not be limited to, alternative programs, counseling, community service, drug and rehabilitative treatment centers, extended suspension, and expulsion.
    - vi. If expulsion is recommended to the Superintendent, the suspension is extended for a total of 10 days. The parent/guardian is notified of the date of the School Board Meeting.
    - vii. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.
  
  - d. If the Superintendent concurs with the Principal's decision, he will make a recommendation to the School Board. If the Superintendent does not agree with the expulsion recommendation, the student will be allowed to return to school.

- e. All recommendations for expulsion are placed on the School Board agenda for final action. The Superintendent will give to the Board, prior to the School Board meeting, background information on the student. The Board will act upon the recommendation of the Superintendent. The principal making the recommendation for expulsion must be present when the case goes before the School Board.

#### **CORPORAL PUNISHMENT**

Corporal punishment is prohibited.

#### **REASONABLE FORCE**

**Florida Statute 1003.32(1) authorizes teachers and other instructional personnel to use reasonable force to protect himself/herself or others from injury. The Department of Education has defined reasonable force as, "appropriate professional conduct including physical force as necessary to maintain a safe and orderly environment." The Department of Education has clarified that school personnel do have the right and the authority to protect against: conditions harmful to learning, self, and others. Note: Florida Statute 1006.11(2) further provides that a principal, teacher, other staff members, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, and expulsion of students, except in the case of excessive force or cruel & unusual punishment.**

#### **COLLECTION OF EVIDENCE / SEARCH AND SEIZURE**

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

1. **General Search:** In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
2. **Lockers:** Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.
3. **Personal Search:** With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. **FRISKING AND STRIP SEARCHES ARE PROHIBITED.**
4. **Use of Metal Detectors:** As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.

5. Search of Vehicles: Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.
6. Use of Video Cameras: For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.
7. Drug-Sniffing Dog: In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:
  - a. Contact the Superintendent or his designee for approval.
  - b. The search will be conducted to avoid contact between students and the dog.
  - c. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.



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

**2<sup>nd</sup> Offense:** A **FORMAL TEACHER/STUDENT CONFERENCE** was held on \_\_\_\_\_  
(DATE) at \_\_\_\_\_ (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

**3<sup>rd</sup> 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

### AUTHORITY OF THE SCHOOL BUS DRIVER

1. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.
2. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, if a bus driver has a note from the student's parent/guardian which has been approved by the school, the bus driver may let the student off at another stop. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

### MISCONDUCT ON SCHOOL BUSES

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

## BUS OFFENSES

### MINOR OFFENSES

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

### Actions To Be Taken

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

### MAJOR OFFENSES

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

**Actions To Be Taken By Administrators**

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

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

**ZERO TOLERANCE ON THE BUS**

- Threatening/assaulting the driver
- Possessing weapons
- Possessing/using drugs/alcohol

## GLOSSARY

Field Code Changed

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

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

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

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

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

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

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

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

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

**Battery (Aggravated)** - intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery

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

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

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

**Bullying** - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create

an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

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

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

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

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

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

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

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

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

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

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

**Destructive device** - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage (F.S. 790.001(4)).

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

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

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

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

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

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

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

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

**Drugs represented as drugs/imitation, use, storage, or possession** - to store, possess, purchase, use, or be under the influence of any mood modifying substance and/or dangerous substance including, but not limited to, marijuana, hallucinogens, inhalants, as well as any substance represented to be an illegal substance, such as designer drugs, or caffeine pills, tablets, or caplets, or any substance which is represented to be any such substance while on school property or jurisdiction of the school district

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

**Explosive (F.S. 790.001 (5))** - any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators; but not including:

(a) Shotgun shells, cartridges, or ammunition for firearms;

(b) Fireworks as defined in s. 791.01(4)(a); means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

(c) Smokeless propellant powder or small arms ammunition primers, if possessed, purchased, sold, transported, or used in compliance with F.. 552.241;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Homicide/murder** - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Sexual battery (attempted or actual forcible penetration)** - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object

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

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

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

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

**Tardiness, Habitual** - consistently late to class or school

**Tear gas gun or chemical weapon or device** - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. [F.S. 790.001(3)(b)]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Weapon** - A weapon may be, but is not limited to, any firearm, imitation firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slungshot (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.