

AGENDA

SPECIAL BOARD MEETING

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

July 21, 2009

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEMS FOR CONSENT

2. BUDGET AND FINANCIAL TRANSACTIONS

- a. School Board Truth in Millage (TRIM) Timetable – **SEE PAGE #4**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Contract for Professional Services: PSTB Consulting, LLC; NCN Consulting, LLC; and Christian C. Ukaga - **SEE PAGE #8**

Fund Source: Character Education
Amount: \$112,500.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Contract for Professional Services: Davis Monk and Company; and Pine Hill Consulting - **SEE PAGE #45**

Fund Source: Feneral (110) Fund
Amount: \$30,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Memorandum of Agreement with Gadsden County Health Department – **SEE PAGE #48**

Fund Source: General Fund
Amount: \$100,100.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

3. AGREEMENTS AND CONTRACTS

- a. Student Data Management System – CROSSPOINTE – **SEE PAGE #53**

Fund Source: General Fund, Capital Outlay, Title I, Title II, IDEA, Title II Part D
Amount: \$254,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Life Insurance Premium Increase – **SEE PAGE #67**

Fund Source: All funds that have payroll
Amount: Undetermined at this time

ACTION REQUESTED: The Superintendent recommends approval.

- c. Health Insurance Premium Increase – **SEE PAGE #74**

Fund Source: All funds that have payroll
Amount: Undetermined at this time

ACTION REQUESTED: The Superintendent recommends approval.

4. 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 Rules 2.25 (Code of Student Conduct) and 7.51 (Payroll Procedures) **SEE PAGE #77**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

5. EDUCATIONAL (IMPROVEMENT PLAN OF ACTION)
 - a. Carter Parramore Academy
 - b. West Gadsden High School
6. ITEMS BY THE SUPERINTENDENT
7. SCHOOL BOARD REQUESTS AND CONCERNS
8. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

2a

AGENDA ITEM NO. _____

DATE OF SCHOOL BOARD MEETING: July 21, 2009

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

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Amended 2009 Certified Tax Roll Values were not received by the District until July 10 which requires an adjustment to the TRIM schedule approved by the Board on June 23, 2009.

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

Board Meeting	July 28, 2009	Request Permission to Advertise Tentative Budget
Newspaper Ads	July 30, 2009	Advertise Tentative Budget
Board Meeting	August 4, 2009	Tentative Budget Hearing
Board Meeting	September 8, 2009	Superintendent's Annual Financial Report
Board Meeting	September 15, 2009	Final Budget Hearing

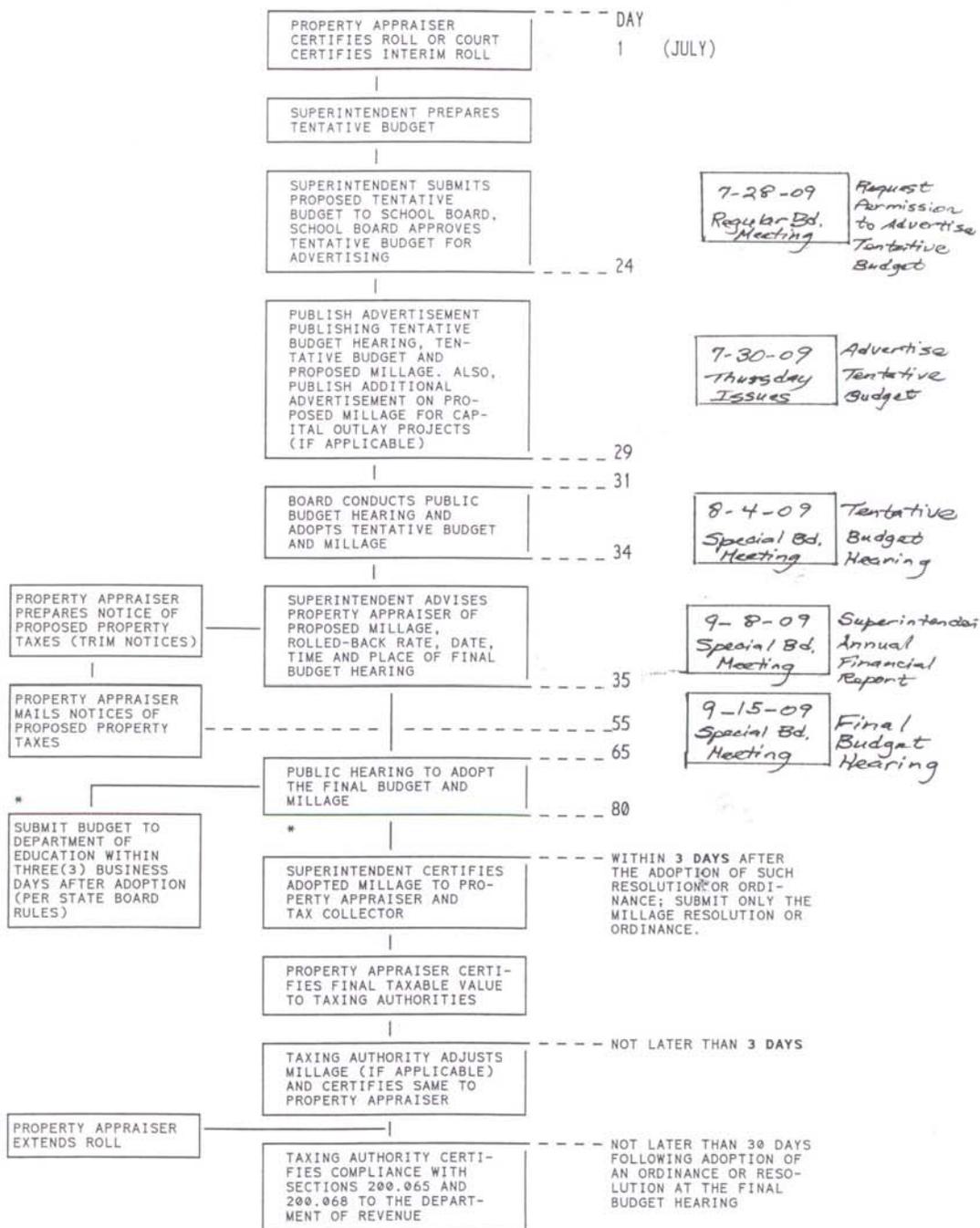
In accordance with the attached copy of a July 13 email from Clay VanLandingham, the Final Budget Hearing cannot be held prior to September 13. Therefore, the Annual Financial Report and the Final Budget Hearing will be on separate meeting dates in order to comply with state laws.

PREPARED BY: Bonnie B. Wood

POSITION: Assistant Superintendent for Business Services

SCHOOL BOARD TRIM TIMETABLE

REVISED



*** 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



GADSDEN COUNTY PROPERTY APPRAISER

Clay VanLandingham, CFA.
Property Appraiser

16 S. Calhoun St.
Quincy, Fl. 32351
Telephone: 850.627.7168

www.qpublic.net/gadsden

Post Office Box 585
Quincy, Fl. 32353
Fax: 850.627.0396

July 10, 2009

Mr. Reginald James, Superintendent
Gadsden County School Board
35 Martin Luther King Blvd.
Quincy, Florida 32351

Re: Amended 2009 Certified Tax Roll Values

Dear Mr. James:

Enclosed is the 2009 Tax Year form DR 420S which sets out the Certified Taxable Values for The Gadsden County School Board.

Normally this form is provided to you on July 1 of each year; however, due to programming issues with our tax roll vendor you are receiving this from today.

Florida Statutes 200.065(4)(b) provides that within thirty-five (35) days of certification of value you shall advise this office of your "Proposed Millage Rate". The thirty five day time period ends on August 13, 2009, however, we are requesting that you return the completed form back to our office no later than August 4, 2009. The return date of August 4th will insure that the 2009 tax bills will be mailed on November 1, 2009 and the County Tax Collector can begin collecting taxes on that date.

If you have any questions concerning this matter, please do not hesitate to call our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Clay VanLandingham".

Clay VanLandingham, CFA
Gadsden County Property Appraiser

Appraiser's Responsibility - By state law, it is the responsibility of the Appraiser to locate, identify, and appraise, based upon current market value, all property subject to ad valorem taxes, maintain tax roll equity and process allowable exemptions. The appraiser has no jurisdiction or responsibility for area budgets, tax rates, special assessments or amounts of taxes paid. These matters are handled by the various taxing authorities performing services, such as the County Commission, City Councils, School Board and other taxing districts.

Subject: DR-420

From: "Clay VanLandingham" <clayv.gadsdenpa@tds.net>

Date: Mon, 13 Jul 2009 09:10:24 -0400

To: "Rick Hoffmann" <RHoffmann@gadsdencountyfl.gov>, "Bonnie Wood" <woodb@mail.gcps.k12.fl.us>, <kingm@mail.gcps.k12.fl.us>, "Vivian Howard" <vhoward@gadsdencountyfl.gov>, <asalpers@midwayfl.com>, <rcopeland@midwayfl.com>, <dowens@midwayfl.com>, "Antonio Jefferson" <ajefferson@mygretna.com>, <amanda.bedenbaugh@nwfwm.d.state.fl.us>, <cityclerk@fairpoint.net>, <townofgreensboro@tds.net>, <hmgr@mchsi.com>, <jmclean@myquincy.net>

CC: <moorem.gadsdenpa@tds.net>, "Dale Summerford" <dsummerford@tds.net>

Ladies and Gentlemen:

In reference to the FORM DR-420 and the dates for your PUBLIC BUDGET HEARINGS , note that no hearing may be held sooner than 65 days of certification, nor later than 80 days from the date of certification. This time table sets the following date limits: no meeting may be held before September 13, 2009 or later than September 28th, 2009.

Florida Statutes 200.065(2) states the following: These hearings shall be held after 5 P.M. No hearing shall be held on Sunday. The County Commission shall not schedule its hearing on days scheduled for hearings by the School Board. The hearing dates scheduled by the School Board and County Commission shall not be used by any other taxing authority within the county for its public hearing.

Please note the dates set out above, and the procedures in FS 200.065(2).

Please contact our office if you have any questions, and if you need any help in coordinating you hearing dates, please let me know.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2b

DATE OF SCHOOL BOARD MEETING: July 21, 2009

TITLE OF AGENDA ITEMS: Contract for Professional Services

DIVISION: Academic Services and Finance Departments

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached purchase orders within the grant award for the 2009-2010 Character Education Program:

Dr. James Brown	PSTB Consulting, LLC	\$ 22,500.00
Dr. Beverly Nash	NCN Consulting, LLC	\$ 80,000.00
Christian C. Ukaga		\$ 10,000.00

FUND SOURCE: Character Education

AMOUNT: \$ 112,500.00

PREPARED BY: Bonnie B. Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____
Be sure that the Comptroller has signed the budget page.

PURCHASE ORDER

THE SCHOOL BOARD OF GADSDEN COUNTY

ABSOLUTELY NO BACK ORDERS

35 Martin Luther King, Jr., Blvd.
 Quincy, Florida 32351
 Phone (850) 627-9651 FAX (850) 627-2760
 www.gcps.k12.fl.us

GADSDEN SCHOOL
 OFFICE OF ASSISTANT
 SUPERINTENDENT

DATE

SALES TAX EXEMPT
 NO. 30-10-005215-53C
 FED. ID. 59-6000615

2009 JUL 16 PM

PURCHASE ORDER NO.
 2-22

FOR PROMPT PAYMENT
 MAIL ORIGINAL COPY OF YOUR INVOICE
 TO THE ABOVE ADDRESS ATTN: ACCOUNTS PAYABLE

THIS NUMBER MUST
 APPEAR ON YOUR INVOICE

PAGE ____ OF ____

VENDOR / SUPPLIER NUMBER:

PSTB CONSULTING, LLC

DR. JAMES W. BROWN, JR.
 3001 BYINGTON CIRCLE
 TALLAHASSEE, FL 32303

1-850-562-2181

SHIP ORDER TO THIS ADDRESS

NO SHIPPING NECESSARY

APPROVED BY

PRINCIPAL'S / SUPERVISOR'S AUTHORIZATION

COMPTROLLER / AGENT

SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION OF ITEM(S)	UNIT PRICE	TOTAL AMOUNT
		CONTRACTUAL SERVICES RENDERED FOR		
		TIME PERIOD: JULY 1, 2009 -		\$22,500
		JUNE 30, 2010	\$22,500	\$22,500
		VENDOR IS SOLE SOURCE		
		\$11,250.00		
		AMOUNT OF \$2,500 EACH TO PAID IN		
		JANUARY AND JUNE, 2010 RESPECTIVELY.		
		CONTRACTUAL AGREEMENT ATTACHED.		
		W-9 FORM attached on file		
		sole source vendor.		

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(i) Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement will be decided by the Gadsden County School Board.

DISTRIBUTION - TO BE COMPLETED BY ORIGINATOR

FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT
0420	6400	0310	9001	4810035		\$22,500 \$22,500

FINANCE DEPARTMENT USE

DATE	EXPENDITURE

VENDOR

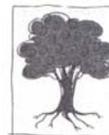
The School Board of Gadsden County



"Building A Brighter Future"
Gadsden County Schools

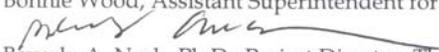
REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

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



The Character Education Initiative...
"Forming Tomorrow's Leaders Today"

July 16, 2009

TO: Bonnie Wood, Assistant Superintendent for Business and Finance
FROM: 
Beverly A. Nash, Ph.D., Project Director, The Character Education Initiative
SUBJECT: Sole Source Vendor: Dr. James W. Brown, Jr. - Project Evaluator

The vendor is clearly and legitimately the single source vendor who can meet the requirements for the United States Department of Education, Office of Safe and Drug-Free Schools, Partnerships in Character Education, The Character Education Initiative Project. The advantage to securing this vendor is that the vendor has worked with the Character Education Initiative project during FY 2007-2008. Additionally, he is very familiar with the data and research design requirements for this project. In addition, he has worked exclusively with US DOE on the evaluation reporting for the project and there is no other vendor and/or person who can be substituted.

Justifications:

(1) Dr. Brown has extensive training and doctoral coursework in research. He successfully completed courses in Advanced Psychological Testing, Measurement and Evaluation, Methods and Techniques of Educational Research, and Educational Statistics-Analysis of Variance. (2) For the last two years, he has been a sub-contractor with MGT of America with the responsibility for educational program evaluations which requires an understanding and a working knowledge of statistical procedures and data analysis in order to carry out necessary evaluations. (3) As part of his responsibilities as deputy superintendent (Gadsden County School District) and as a consultant with MGT, he has been required to use skills in data analysis. He has also received training in the use of SPSS, as a tool for data analysis. His research design, survey development, and proposal writing experiences were gained while during graduate work at Florida State University. Also, as a part of his job as deputy superintendent, all research proposals (external and internal) came under my purview and it was his job to make certain that the proposals met federal, state, and local research guidelines where applicable, and he only approved those that were to be conducted according to accepted research standards and best practices. (4) Dr. Brown's integrity has been and is of the highest quality. He is known not only in Gadsden County, but across the country for his professional and "unbiased" manner. He has given his assurance that the evaluation will be independently conducted and reported in an unbiased manner.

If you have questions and/or need additional information, please contact me by email or by calling 850-627-5015. Thank you.

"Building character is building a brighter future for Gadsden County"

Character = justice and fairness, trustworthiness, caring, respect, responsibility, civic virtue and citizenship

Office Location: Carter Parramore Academy, 631 South Steward Street, Room 45, Quincy Florida 32351

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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

School Board of Gadsden County, Florida
Character Education Initiative (C.E.I.)
CONTRACTUAL AGREEMENT
Fiscal Year: 2009-2010

This agreement is made between the parties **Gadsden County Schools, Character Education Initiative (C.E.I.) Project, Quincy, Florida**, a school district initiative, referred to as the "RECIPIENT", with its principal place of business at 35 Martin Luther King, Jr., Blvd., Quincy, Florida 32351, and **PSTB Consulting, LLC (Dr. James W. Brown, Jr.) at 3001 Byington Circle, Tallahassee, Florida 32303** herein referred to as "CONTRACTOR". This agreement establishes uniform requirements for the Contractor and the Character Education Initiative, Gadsden County Schools, Quincy, Florida.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

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

The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds are awarded for the same by the U.S. Department of Education. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon continued funding of the grant by the U.S. Department of Education.

ARTICLE 2 SCOPE OF SERVICES

The CONTRACTOR will provide services defined in Attachment: Scope of Services.

ARTICLE 3 DURATION OF AGREEMENT

CONTRACTOR shall begin performing the contract **July 1, 2009** and finish on **June 30, 2010**. As required by law, this AGREEMENT shall be subject to review and renewal upon receipt of deliverables in a satisfactory manner.

ARTICLE 4 DEFINITIONS

Term	Definition
Contract	Means a procurement contract under an award or sub-award and a procurement sub-contract under a recipient's or sub-recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance.
Date of Completion	Means the date on which all work under an award or sub-award is <i>completed and the date on the award document, or any supplement or amendment thereto</i> , on which Federal sponsorship ends.
Recipient	Means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
Termination	Means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.

Source: Office of the Secretary, United States Department of Education

ARTICLE 5 COMPENSATION

(a) RECIPIENT shall pay the CONTRACTOR upon the receipt of invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR in support of the services for the period that the invoice covers. Invoices will require a minimum of seven (7) days to be processed for payment after an invoice has been approved for payment by the C.E.I. Project Director. The invoices will document the work performed, and timeframe in which work occurred, including date, time and the number of work hours. Invoices must be submitted by **January and June 2010**.

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

(c) The CONTRACTOR will be paid a total amount of **TWENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$22,500.00)** for services rendered as described in the agreement.

In addition to the total amount and in accordance with Gadsden County School Board Policy (7.52), travel by private automobile will be compensated at \$.445 per mile and limited to those expenses necessarily incurred in the performance of the scope of services. A detailed travel log must be maintained and submitted using the District's Travel Reimbursement Form. When submitting an invoice for payment after completion or work, travel costs will be included and listed as a separate line item. Any out-of-district/state and/or overnight travel must be approved by C.E.I.

All invoices for completed work should be submitted to the Gadsden County School's Character Education Initiative office. The C.E.I. Project Director will review, correct and approve all invoices for payment.

In accordance with Rule 691-40.103, Florida Administrative Code, the purchase of food and gifts with project dollars **is not** allowed.

ARTICLE 6 PUBLIC RECORDS

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

ARTICLE 7 ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall release all required records to the Project Director and the Project Director will retain all records for three (3) years at the end of this agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

The parties hereto contemplate for this agreement to run for the duration as described herein. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with thirty (30) days written notice.

ARTICLE 9 AMENDMENTS

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

ARTICLE 10 INDEPENDENT CONTRACTOR

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

ARTICLE 11 NONDISCRIMINATION AND COMPLIANCE

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

ARTICLE 12 ADMINISTRATION OF AGREEMENT

- (a) The CONTRACTOR's contract administrator and contact is Dr. Beverly A. Nash, Project Director, C.E.I., 850-627-5015.
- (b) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (c) The agreement shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13 AGREEMENT AS INCLUDING ENTIRE AGREEMENT

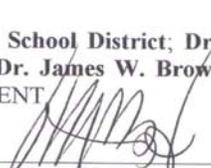
This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 14 ENFORCEMENT

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

IN WITNESS WHEREOF, **Gadsden County School District; Dr. Beverly A. Nash**, Project Director, Character Education Initiative, and **Dr. James W. Brown, Jr., OWNER of PSTB Consulting, LLC** have executed this AGREEMENT

Dr. Beverly A. Nash, C.E.I., Project Director



Dr. James W. Brown, Jr., PSTB Consulting, LLC - Owner and Contractor

Date

7/16/2009

Date

Mr. Judge B. Helms, Jr., Chair
Gadsden County School Board

Board Approval Date

Attachments

ATTACHMENT A

Gadsden County Character Education Initiative
Project Evaluation

Scope of Services

(2009-2010 School Year)

PSTB CONSULTING, LLC
3001 Byington Circle
Tallahassee, FL 32303

July, 2009

1

Evaluation Overview and Services – Year 4

Evaluation Design

The evaluation plan for year 4 of the Gadsden County School Board's Character Education Initiative (CEI) is consistent with the overall purpose of the 4-year project. The plan is of experimental design with pre and post test treatment effects across the project (e.g. securing baseline data, data transition points, and post treatment data analysis). The data will be used to determine project effectiveness and success through a matched comparison design.

Consistent with the project criteria, the planning phase for 2006-2007 included baseline assessments which involved data collection across three control group schools and three non-control group schools with demographic similarities. The second phase for 2007-2008 consisted of providing interventions to students at non-control schools and the collection of that data for end-of-year comparisons with control schools. The third phase for 2008-2009 consisted of a continuation of project activities begun during the previous year at one school and the addition of new non-control schools to the project. All data collected are being used to determine the direction and processes of evaluation based on issues of greatest concern to stakeholders, data driven needs, and projected results of post data collection.

The evaluation will continue to utilize best practices for procedural analysis and implement the plan which creates strategies with the greatest chance of being useful, feasible, ethical, and accurate.

Generally, seven steps will be followed while conducting the project evaluation for CEI Year 4.

1. Stakeholder Engagement
2. Determination of Additional Change Agents (if needed)
3. Modification of Evaluation Design (if needed)
4. Data Collection
5. Data Analysis
6. Drawing Conclusion, Making Inferences and Generalizations
7. Sharing Lessons Learned and Recommendations

SCOPE OF SERVICES AND DELIVERABLES FOR 2009-2010

Project Goal	Activities and/or Deliverables	Estimated Hours for Completion	Due Date
To create a culture of achievement and success within the classroom and on state and national assessments measuring grade level expectation	Analyze, and compare the results of student climate and student satisfaction surveys in control and non-control group schools	24	October 2010
	Analyze, and compare the results of teacher climate and teacher satisfaction surveys in control and non-control group schools	24	October 2010
	Analyze, and compare the results of parent climate surveys in control and non-control group schools	16	October 2010
	Compile and analyze responses to the training effectiveness survey on an on-going basis	3	January 2010
	Analyze the results of pre/post test assessments administered during specific types of training	3	June 2010
	Assist in conducting and recording observations during the application of treatments/interventions	24	On-going
	Compare and analyze the results of the Positive Action Workshop Pre-test with the Post-test.	6	January, 2010

Project Goal	Activities and/or Deliverables	Estimated Hours for Completion	Due Date
To improve student achievement across grade level expectations and on state and national standardized assessments	Collect and analyze student performance data on the Stanford Achievement Test Version 10 (SAT 10) for grades One and Two in the elementary control and non-control group schools.	24	August 2009 August 2010
	Collect and analyze student performance data on FCAT reading and mathematics control and non-control group schools	60	June 2010
	Collect and analyze nine week pass and failure rates using Grade Point Averages (GPA) for control and non-control group schools	12	November 2009 January, March, June, 2010
	Collect and analyze student performance on DIBELS for both control and non-control group schools where the assessment is administered	72	November 2009, February 2010, and July, 2010

Project Goal	Activities and/or Deliverables	Estimated Hours for Completion	Due Date
To develop safe schools and strong character in student behavior and disposition	Compile and analyze Pre/Post assessments for the Positive Action Program (PAP)	30	February and June, 2010
	Compile and analyze student responses to the Culture Free Self-Esteem Inventories, 3 rd edition, Adolescent Anger Rating Scale (If applicable)	20	February and July, 2010
	Collect, compile and perform a comparative analysis of student disciplinary referrals for control and non-control group schools	12	January and June, 2010
	Collect, compile and perform data analysis of family participation in various family interventions (e.g. Family Care Academy, Share Food Network, I CAN and I CAN 2 Projects)	15	June, 2010

Research Goals	Activities and/or Deliverables	Estimated Hours for Completion	Due Date
Transform Education into an Evidenced-Based Field	Analyze, and compare the results of student climate and student satisfaction surveys for control and non-control group schools	21	May, 2010
	Analyze, and compare the results of teacher climate and teacher satisfaction surveys for control and non-control group schools	15	May, 2010
	Analyze, and compare the results of parent and community climate surveys for control and non-control group schools	6	May, 2010
	Collect, compile and perform a comparative analysis of student disciplinary referrals for control and non-control groups	18	January and June, 2010
	Analyze the results of the administration of the Culture-Free Self-Esteem Inventories (CFSEI)	60	On-going

A final report will be developed by the evaluator and will follow the suggested format provided by the US Department of Safe and Drug Free Schools Partnership in Character Education Program. Included in the final evaluation report will be a collection of visual aids to graphically illustrate the data collected for project. The report will also provide recommendations to be considered for a future character education initiative of this sort. The recommendations will be an outgrowth of the findings during data collection and analysis.

This scope of services is subject to revisions as may be necessary and mutually agreed upon by CONSULTANT and the CEI Director.

PURCHASE ORDER

THE SCHOOL BOARD OF GADSDEN COUNTY

ABSOLUTELY NO BACK ORDERS

35 Martin Luther King, Jr., Blvd.
 Quincy, Florida 32351
 Phone (850) 627-9651 FAX (850) 627-2760
 www.gcps.k12.fl.us

DATE
 7-1-09

SALES TAX EXEMPT
 NO. 30-10-005215-53C
 FED. ID. 59-6000615

PURCHASE ORDER NO.
 176448

THIS NUMBER MUST APPEAR ON YOUR INVOICE

FOR PROMPT PAYMENT
 MAIL ORIGINAL COPY OF YOUR INVOICE
 TO THE ABOVE ADDRESS ATTN: ACCOUNTS PAYABLE
 FY 2009-2010

PAGE ____ OF ____

VENDOR / SUPPLIER NUMBER: N0072
 NCN CONSULTING, LLC
 BEVERLY A. NASH, Ph.D. ✓
 P. O. BOX 694
 QUINCY, FL 32353-0696

SHIP ORDER TO THIS ADDRESS
 NO SHIPPING

APPROVED BY: [Signature] 1-850-345-7459
 PRINCIPAL'S / SUPERVISOR'S AUTHORIZATION
 COMPTROLLER / AGENT
 SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION OF ITEM(S)	UNIT PRICE	TOTAL AMOUNT
		CONTRACTUAL SERVICES FOR THE TIME PERIOD OF JULY 1, 2009 - JUNE 30, 2010		
		TOTAL AMOUNT	\$80,000.00	\$80,000.00
		W-9 FORM ON FILE		
		CONTRACTOR MET ALL REQUIREMENTS OF THE COMPETITIVE BID PROCESS HELD IN 2006 AND IS UNIQUENESS QUALIFIED FOR THIS SOLE SOURCE CONTRACTUAL AGREEMENT.		
		CONTRACTUAL AGREEMENT IS ATTACHED.		
		MONTHLY PAYMENTS + \$6,666.66		

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(i) Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee, including the manner by which it will be effected and the basis for settlement will be decided by the Gadsden County School Board.

176448

DISTRIBUTION - TO BE COMPLETED BY ORIGINATOR						
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT
0420	6400	0310	9001			\$80,000.00

FINANCE DEPARTMENT USE	
DATE	EXPENDITURE

VENDOR

School Board of Gadsden County, Florida
Character Education Initiative (C.E.I.)
CONTRACTUAL AGREEMENT
Fiscal Year: 2009-2010

This agreement is made between the parties Gadsden County School District, Character Education Initiative (C.E.I.) Project, Quincy, Florida, a school district initiative, referred to as the "RECIPIENT", with its principal place of business at 35 Martin Luther King, Jr., Blvd., Quincy, Florida 32351, and NCN Consulting LLC (Dr. Beverly A. Nash, Owner) at P.O. Box 696, Quincy, Florida 32353 herein referred to as "CONTRACTOR". This agreement establishes uniform requirements for the Contractor and the Character Education Initiative, Gadsden County Schools, Quincy, Florida.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

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

The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds are awarded for the same by the U.S. Department of Education. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon continued funding of the grant by the U.S. Department of Education.

ARTICLE 2 SCOPE OF SERVICES

The CONTRACTOR will provide services defined in position description (Project Director).

ARTICLE 3 DURATION OF AGREEMENT

CONTRACTOR shall begin performing the contract July 1, 2009 and finish on June 30, 2010. As required by law, this AGREEMENT shall be subject to review and renewal upon receipt of deliverables in a satisfactory manner.

ARTICLE 4 DEFINITIONS

Term	Definition
Contract	Means a procurement contract under an award or sub-award and a procurement sub-contract under a recipient's or sub-recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance.
Date of Completion	Means the date on which all work under an award or sub-award is completed and the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Recipient	Means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
Termination	Means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.

Source: Office of the Secretary, United States Department of Education

ARTICLE 5 COMPENSATION

(a) RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR in support of the services for the monthly period that the invoice covers. Invoices will require a minimum of seven (7) days to be processed for payment after an invoice has been approved for payment by the C.E.I. Project Director. The monthly invoices will document the work performed, and timeframe in which work occurred, including date, time and the number of work hours. Invoices must be submitted by the **15th** of each month.

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

(c) The CONTRACTOR will be paid a total amount of **EIGHTY THOUSAND DOLLARS (\$80,000.00)** for services rendered as described in the agreement.

In addition to the total amount and in accordance with Gadsden County School Board Policy (7.52), travel by private automobile will be compensated at \$.445 per mile and limited to those expenses necessarily incurred in the performance of the position description. A detailed travel log must be maintained and submitted using the District's Travel Reimbursement Form. When submitting an invoice for payment after completion or work, travel costs will be included and listed as a separate line item. Any out-of-district/state and/or overnight travel must be approved by the Assistant Superintendent for Academic Affairs and Assistant Superintendent for Business and Finance.

All invoices for completed work should be submitted to the Assistant Superintendent for Academic Affairs' office. The Assistant Superintendent for Academic Affairs and the Assistant Superintendent for Business and Finance will review, correct and approve all invoices for payment.

In accordance with Rule 691-40.103, Florida Administrative Code, the purchase of food and gifts with project dollars **is not** allowed.

ARTICLE 6 PUBLIC RECORDS

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

ARTICLE 7 ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall release all required records to the Assistant Superintendent for Academic Affairs and/or the Assistant Superintendent for Business and Finance. All records must be retained for three (3) years at the end of this agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

The parties hereto contemplate for this agreement to run for the duration as described herein. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with thirty (30) days written notice.

ARTICLE 9 AMENDMENTS

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

ARTICLE 10 INDEPENDENT CONTRACTOR

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

ARTICLE 11 NONDISCRIMINATION AND COMPLIANCE

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

ARTICLE 12 ADMINISTRATION OF AGREEMENT

- (a) The CONTRACTOR's contract administrator and contact is Dr. Sonja Bridges, Assistant Superintendent for Academic Affairs, 850-627-9651, ext. 232.
- (b) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (c) The agreement shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13 AGREEMENT AS INCLUDING ENTIRE AGREEMENT

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

ARTICLE 14 ENFORCEMENT

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

IN WITNESS WHEREOF, **Gadsden County School District**, and **Beverly A. Nash, Ph.D., OWNER of NCN Consulting, LLC** have executed this AGREEMENT.



 Beverly A. Nash, Ph.D.
 NCN Consulting, LLC, Owner
 4/28/09

 Date

_____ 
 Dr. Sonja Bridges, Assistant Superintendent
 for Academic Affairs

_____ 
Mr. Judge B. Helms, Jr., Chair
Gadsden County School Board

Board Approval Date

Attachments

CURRICULUM VITAE

Beverly Ann Nash, Ph.D., NCC

*P.O. Box 696
Quincy, Florida 32353
850-345-7459 (Cell)
850-627-5015 (Office-Gadsden County Schools)
Email Addresses: adaobi1@aol.com
nashb@mail.gcps.k12.fl.us*

Motto: Excellence with vision, competence and process.

PROFESSIONAL CERTIFICATIONS:

National Certified Counselor (NCC), National Board for Certified Counselors, Inc. (NBCC) - certification number: 06112
Certified Facilitator, Franklin Covey Company, Time Management
Graduate, Lakin Institute for African-American Mentored Leadership, Presidents' Round Table
Certified Instructor, HIV/AIDS/STD Peer Educators Certification Program, The National Association for Equal Opportunity in Higher Education (NAFEO), funded by the Centers for Disease Control and Prevention (CDC)

Specialized Training: Noel-Levitz, 2101 ACT Circle, Iowa City, IA. (2002). Enrollment management (financial aid, student recruitment and retention).

EMPLOYMENT HISTORY:

Consultant/Owner, NCN Consulting, LLC. (2002-present). Educational consulting, innovative leadership and program and project development. Responsibilities: Develop, initiate, and implement programs, services and partnerships with institutions, agencies, community-based organizations, parents and children. Identify resources and school reform issues that will effectively meet needs of students, parents, teachers and educational and community-based organizations and institutions and federal and/or state agencies.
Contract: Project Director, Gadsden County Schools, The Character Education Initiative, United States Department of Education, Office of Safe and Drug-Free Schools, Partnerships in Character Education, \$1.5 million, 4-year project; Florida Department of Education, Bureau of Instruction and Innovation, Office of Safe and Healthy Schools, Coordinated School Health Program, Tobacco Prevention and Intervention Teacher Training, Project, 2007-2008, \$60,000.00.

Assistant Professor of Education, Division of Behavioral Sciences, Department of Education. (2002-2004). Southern University at Shreveport, 3050 Martin Luther King, Jr. Drive, Shreveport, Louisiana 71107. Responsible for academic instruction and advising education majors. Developed and conducted student development workshops; developed brochures and media materials for educational programs.

Adjunct Professor. (Spring 2001). Florida Agricultural and Mechanical University, College of Education, Department of Secondary Education and Foundations, Tallahassee, Florida 32307. Responsible for teaching EME 2040-305, Introduction to Educational Technology.

Senior Educational Program Director. (1999-2002). Florida Department of Education, Division of

Financial Services, Bureau of Grants Management, Program Support Operations, 325 West Gaines Street, Turlington Building, Suite 325, Tallahassee, Florida 32399. The Department of Education represents school districts (67), public charter schools (over 400), community colleges (28), universities (private and public - 12), community-based organizations (over 500) and other governmental (federal, state, county, city) entities.

Position Responsibilities: Directed, managed, coordinated, and administered federal and state grants and projects in excess of \$400,000,000. The unit's workload included pre-award application, post award administration, financial reporting, payment, audit, budget management and closeout. Actively involved in legislative review and analysis; developed and implemented training at staff and management levels, expertise knowledge in leadership development, educational technology, e-learning, and systems development, Extensive experiences in grant writing and development. Developed policies and procedures, written documentation for and on statewide programs, services and activities, fiscal management and employee issues.

Program Director I. (1997-1999). Florida Department of Education, Division of Financial Services, Bureau of Grants Management, Program Support Operations, and Division of Public Schools and Community Education, Bureau of Instructional Support and Community Services, Program Administration and Evaluation, Intervention and Prevention Services Sections, Grants Management Unit. Duties included: planning, monitoring and the evaluation of more than \$300,000,000 in federal and state entitlement and discretionary grants and projects administered by the Bureau. These grants included, exceptional student education, comprehensive school health, public charter schools, school choice, governor's summer program, challenge (gifted education) grants and the Florida learn and serve programs, etc.

Program Specialist IV. (1996-1997). Florida Department of Education, Division of Workforce Development, Bureau of Special Projects and Grants Development, Grants Development Section, Tallahassee, Florida 32399. Duties included: the development, production, and dissemination of vocational, applied technology, adult and community education documents, plans, applications, manuals, reports and grants that met federal, state and local requirements.

Program Specialist Supervisor II. (1993-1996). Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Planning, Development and Information Systems, Planning and Development Section. Duties included: the development, production, and dissemination of vocational and applied technology education documents, plans, applications, manuals, reports, and public relations materials that met federal, state and local requirements.

Program Specialist III. (1991-1993). Florida Department of Education, Division of Vocational, Adult and Community Education, Bureau of Vocational Program and Services, Equity Administration Section. Responsible for administrating, providing technical assistance and state leadership to over thirty-five (35) sex equity programs representing 3.5% of the Carl D. Perkins Vocational and Applied Technology Education Act funds.

Program Specialist III. (1988-1991). Florida Department of Education, Division of Vocational, Adult and Community Education, Bureau of Resource and System Development, Resource Management Section, Tallahassee, Florida 32399. Responsible for planning, organizing and supervising the fiscal system for distribution and accounting of state and federal monies necessary for effectively operating the statewide comprehensive program of vocational

education. Duties included: Computing funding formulas, analyzing enrollment, fiscal and statistical data.

Instructor. (1988). Branell College, Tallahassee, Florida 32308. Branell College was a private vocational and technical institution serving about 600 full-time and part-time students. Taught the following courses: Business Communication, Lotus 1-2-3, Typing (beginning, intermediate and advanced) and Business Machines.

Coordinator, Training and Support Services. (1984-1988). Executive Office of the Governor (State of Florida), Office of Information Services, Carlton Building, Tallahassee, Florida 32399. Responsible for the development and coordination of software and system training and support for the Executive Office of the Governor (more than 380 employees). Duties included: assisting users with software and hardware concerns and problems, communicating to users product/system specifications and requirements; planning, organizing, coordinating and conducting software and hardware training using the IBM, Apple and Wang systems.

Project Director. (1983-1984). Tri-County Technical College, Pendleton, South Carolina 29670. Responsible for the development and coordination of the human development component of the Comprehensive Studies Division. Duties included: providing academic, personal and career counseling to students.

Project Director. (1980-1983). Female and Minority (FM) Projects, Tri-County Technical College, Pendleton, South Carolina 29670. Tri-County Technical Collage is a public two-year, associate degree awarding college serving three counties. Its enrollment was approximately 2,500 credit students; programs of study existed in engineering technology, industrial technology, business, health, or public service and for transfer to four-year colleges, universities and other post-secondary institutions. Provided development, implementation, and coordination of the recruitment of females and minorities for engineering technology and industrial programs of study. Managed the budget, \$300,000 per year; project renewed each year (wrote the funding plan).

Placement Counselor. (1979-1980). Clemson University, Placement Office, Clemson, South Carolina 29631.

Assistant to the Director/Counselor. (1978-1979). Blue Ridge Comprehensive Community Health Center, Acute and Emergency Psychiatric Service, University of Virginia Medical Center, Charlottesville, Virginia 22901.

Grants Specialist. (1976-1978). University of Virginia, Department of Physiology, Charlottesville, Virginia 22901.

Probation Officer Liaison, Group Home Counselor. (1975-1976). Oasis Corporation, Rancho Del Jefe, Tucson, Arizona 85715; Pima County Juvenile Court Center, Tucson, Arizona 85713.

Personnel Assistant. University of Arizona, Personnel Department, Tucson, Arizona 85721.

Office Assistant. University of Arizona, Opportunities for Women, Tucson, Arizona 85721.

TEACHING EXPERIENCES:

Southern University at Shreveport, Division of Behavioral Sciences, Department of Education, Shreveport, Louisiana 71107. Courses: EDUC 218, Principles of Secondary Education; EDUC 250, Introduction to Instructional Media, and EDUC 253, The Computer as an Instructional Tool. Customized courses by utilizing Blackboard® e-learning environment for

course instruction, management, information and assessment.
Florida Agricultural and Mechanical University, College of Education, Tallahassee, Florida 32307.
EME 2040-305, Introduction to Educational Technology. Customized course by utilizing Blackboard® for course information and assessment.
Brannell College, Tallahassee, Florida 32308. Business Communication, Lotus 1-2-3, Typing (beginning, intermediate and advanced) and Business Machines.
Tri-County Technical College, Division of Comprehensive Studies, Pendleton, South Carolina 29670. Career exploration and personal development.
Tri-County Technical College, Division of Comprehensive Studies, Pendleton, South Carolina 29670. Psychology 031-01.
Tucson Skill Center, Tucson Public Schools, Tucson, Arizona 85701. Business courses: Typing, Business Machines, and Office Practices.
Caddo Parish Public Schools, PK-12 grade levels.

EDUCATION:

Doctor of Philosophy: Educational Leadership (August 2000). Florida Agricultural and Mechanical University, College of Education, Tallahassee, Florida. Dissertation Topic: *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*. Primary research themes: educational equity, vocational education, educational decision support systems (DSS) and school/program improvement strategies. Research training: both qualitative and quantitative methodologies.

Educational Specialist: Human Resource Development (April 1990). Florida State University, College of Education, Tallahassee, Florida.

Master of Education: Student Services in Higher Education (December 1980). Clemson University, College of Education, Clemson, South Carolina.

Bachelor of Science: Public Administration (May 1975). University of Arizona, College of Public Administration, Tucson, Arizona.

SELECTED PROFESSIONAL MEMBERSHIPS:

Florida Counseling Association
Association for Conflict Resolution
American Association of University Women
National Council on Black American Affairs
American Association of Grant Professionals
American Counseling Association
Association for Multi-Cultural Counseling and Development
Society of Government Meeting Professionals, Florida Capital Chapter
National Black Child Development Institute

SELECTED BOOKS, BOOKLETS, PAPERS, TECHNICAL REPORTS, TRAINING MATERIALS AND MANUALS:

- Nash, B. A. *Comprehensive plan for student recruitment*. Southern University at Shreveport.
- Nash, B.A. *Division of student affairs policies and procedures handbook*. Manual on employment, institutional and workplace policies and procedures.
- Nash, B.A. *Records management handbook*. Southern University at Shreveport.
- Nash, B.A. *Pre-approval (funding plan) tracking process*. Instructional manual for a reengineered automated departmental process. Florida Department of Education: Tallahassee, Florida.
- Nash, B.A. *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*. Ann Arbor, Michigan: Bell & Howell Information and Learning Company.
- Nash, B.A. *The project review and approval system: Internal procedures for processing grants, projects and amendments*. Training materials and instructional manual presented to professional staff of the Florida Department of Education, Bureau of Instructional Support and Community Services: Tallahassee, Florida.
- Nash, B.A. *DVE 318 automated application manual*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. An automated process to collect data and information for the Carl D. Perkins Act Annual Performance Report.
- Nash, B.A. *Perk notes: Committee of practitioners*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. A newsletter about programs, services and activities related to the Carl D. Perkins Act.
- Nash, B.A. *The committee of practitioners: Status report, 1990-1994*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida.
- Nash, B.A. *Gold seal awardees: Readiness to pursue postsecondary education*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. A monograph.
- Nash, B.A. *Exemplary vocational & applied technology education programs in Florida funded by the Carl D. Perkins Act*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Planning, Development and Information Systems: Tallahassee, Florida.
- Nash, B.A. *Automation benefits survey and analysis*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.
- Nash, B.A. *Acceptance tests: User-based portion-Wang office automation system*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.
- Nash, B.A. *One-minute manual: Using the Xerox laser printer with easy text*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.
- Nash, B.A. *Former student questionnaire and analysis*. Tri-County Technical College: Pendleton, South Carolina.
- Nash, B.A. *Employment needs of women in Anderson, Oconee and Pickens counties*. Tri-County Technical College: Pendleton, South Carolina.

- Nash, B.A. *Placement manual*. Clemson University, Division of Career Services, Placement Office. University Communications, Inc.: Rahway, New Jersey.
- Nash, B.A. *An analysis of the region X community mental health and retardation crisis intervention delivery system*. Blue Ridge Comprehensive Community Mental Health Center of the Region X Community Mental Health and Retardation Services Board (served Charlottesville, Albemarle, Fluvanna, Greene, Louisa and Nelson counties): Charlottesville, Virginia.

SELECTED PRESENTATIONS AND WORKSHOPS:

- Frank, F.P., Guyden, J.A., Hinton-Cook, E., McManus, J., Nash, B.A., Rogers, M., Peterson, V., & Wright, H. Paper presented at the Southern Regional Council on Educational Administration Annual Conference, Savannah, Georgia. Symposium: Briefings on Doctoral Dissertations in Process that Explore Educational Equity in Florida, *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*.
- Nash, B.A. *Enrollment management strategies*. Presentation at the Southern University at Shreveport Faculty and Staff Institute, Shreveport, Louisiana.
- Nash, B.A. *Becoming a successful grant writer*. Presentation at the Louisiana Head Start Association 29th Annual Training Conference: Shreveport, Louisiana.
- Nash, B.A. *The department of education's process for awarding projects*. Presentation at the Statewide Public Charter School Federal Grant Program, Dissemination Grant Writing Workshop: Tampa, Florida.
- Nash, B.A. *Grants management, challenge and governor's summer program projects*. Presentation at the Statewide Gifted Coordinators' Meeting: Tallahassee, Florida.
- Nash, B.A. *Grants and resource development*. Presentation at the Statewide Juvenile Justice Education Institute: St. Petersburg, Florida.
- Nash, B.A. *Grants & resources development with a difference*. Presentation at the Institute for African American Health, Inc., 3rd Annual L.H.B. Foote Memorial Lecture Series: Tallahassee, Florida.
- Nash, B.A. *Florida's plan for the use of federal vocational and applied technology education funds*. Presentation at the Florida Council on Vocational Education: Sanford, Florida.
- Nash, B.A. *Linkages required by the Perkins Act*. Presentation at the Florida Vocational Association Conference: Orlando, Florida.
- Nash, B.A. *State initiatives and requirements*. Presentation at the Statewide Equity Training and Conference: University of South Florida, Tampa, Florida.
- Nash, B.A. *Black genealogy and the classroom*. Presentation at the Florida Department of State, Division of Historical Resources, Florida Teachers' In-service: Tallahassee, Florida.

SELECTED FUNDED GRANTS AND PROJECTS:

- Gross, J. & Nash, B.A. *The church's response to family violence*. Violence Against Women Grant Office, Office of Justice Programs, U.S. Department of Justice, State of Florida, Prevention of Domestic and Sexual Violence Section, Florida Department of Community Affairs, Bethel A.M.E. Church: Tallahassee, Florida, \$7,317. A program designed to bring collaborative services to the South side of Tallahassee, educate the church communities about violence and

- provide strategies for effective church-based programs and services.
- Nash, B.A. Tobacco Use Prevention and Intervention Teacher Training Project, Florida Department of Education, \$60,000.00.
- Nash, B.A. IndiVisual Learning – Hewlett-Packard Read for Life Scholarship: Newton Smith Elementary School, Shreveport, Louisiana. 1st Prize Award Winner: \$10,000.
- Nash, B.A. *The Learning Enrichment Program (LEP)*. Community Empowerment Programs, City of Shreveport, Louisiana, Martin Luther King, Jr. Neighborhood Association, \$5,221. A program designed to provide academic and test testing enrichment to thirty (30) 4th grade school students from two local elementary schools.
- Nash, B.A. *Project hip-hop reading®*. Alliance for Education, Caddo Parish School District, Mini-Grant Awards of Excellence Program, \$750. The project engaged students in reading by utilizing various aspects of hip-hop culture.
- Nash, B.A. *National Youth Sports Program – Girls Sports Clinics (NYSP-GSC)*. Southern University at Shreveport, National Youth Sports Corporation, Indianapolis, Indiana, \$6,462.00. A sports program for girls ages 10-16 years old from the local community to encourage participation in non-traditional sports; to build positive relationships with participants, coaches and student-athletes, and to encourage the continuous involvement in athletics.
- Nash, B.A. *Project T.E.A.M. mentoring and after-school program*. The W.A.Y. Ministries of Tallahassee, Inc., Florida Department of Juvenile Justice, Faith Community Network, \$7,630. A mentoring and after-school program for at-risk youth.
- Nash, B.A. *Sports for life – A Project of the Florida Office of Tobacco Control*. The W.A.Y. Ministries of Tallahassee, Inc., \$1,500. A summer sports program for at-risk youth.
- Nash, B.A. *Winning girls! Winning women!* Family Preservation and Family Support Funds, Department of Children and Families, District 2, Daughters of Sarah Allen, Bethel African Methodist Episcopal Church: Tallahassee, Florida, \$2,000. A mentoring and outreach program for at-risk girls and their families.
- Nash, B.A. *Moore about computers*. W.T. Moore Elementary School, Leon County School District: Tallahassee, Florida, \$1,000 and over \$30,000 in computers, printers, and services. An after-school program designed to provide academic enrichment (math and computers) and career development to minority students.
- Nash, B.A. *Dropout intervention project (DIP)*. Manpower Training Program, Job Training and Partnership Act (J.T.P.A.), Tri-County Technical College: Pendleton: South Carolina, \$63,000. A training program for at-risk youths.
- Nash, B.A., Norris, A. & Teal, C. *Female and minority (FM) project*. Tri-County Technical College funded by Appalachian Regional Commission, South Carolina, \$200,000 and over \$50,000 in contributions and services. A full-service program designed to recruit, train, and retain minorities and females into high technology careers.
- Nash, B.A. & Teal, C. *Pilot project to recruit and train rural and low-income women for high technology occupations*. Department of Labor, Women's Bureau, Tri-County Technical College: Pendleton, South Carolina, \$40,000. A recruitment and training program for women.
- Nash, B.A. & Teal, C. *Women reaching out to women*. South Carolina Department of Education, Office of Vocational Education, Tri-County Technical College: Pendleton, South Carolina, \$4,000. A program designed to recruit women into high technology careers.

DEVELOPED CONFERENCES AND WORKSHOPS:

- The church's response to violence: Halting abuse, neglect and exploitation of the elderly and our children, our schools and you.* Bethel A.M.E. Church: Tallahassee, Florida, A community conference.
- Africa: Yesterday, today and tomorrow.* Harambee: Tallahassee, Florida. An international cultural festival. Primarily responsible for the African/Caribbean Museum, educational presentations, workshops and speakers.
- Empowerment of the educational community for the gifted child: School, parents, business, government and the community.* Leon County Association for Gifted Children: Tallahassee, Florida. A regional conference on giftedness.
- Gifted children; Meeting their needs.* Leon County Association for Gifted Children: Tallahassee, Florida. A regional conference on giftedness.
- Gifted education: A shared partnership.* Leon County Association for Gifted Children: Tallahassee, Florida.
- Understanding and preparing the gifted child.* Leon County Association for Gifted Children: Tallahassee, Florida.
- Computer camps for female and/or minority students, grades 9-12.* Tri-County Technical College: Pendleton, South Carolina. A summer technology camp serving Pickens, Anderson and Oconee counties.
- Women and careers: Options for the 80's.* Clemson University: Clemson, South Carolina. A career fair and conference emphasizing non-traditional occupations for women.
- Charles F. Bolden, Jr., NASA astronaut day.* Tri-County Technical College: Pendleton, South Carolina. A recognition of Blacks in the United States Space Program and a celebration of the opportunities available to females and minorities in technical-oriented careers.
- Young Writers Conference.* Havana Elementary School, Gadsden County Schools, Havana, Florida.

SELECTED PROFESSIONAL ACTIVITIES:

- Juvenile Justice Council, Inc., Leon County (Florida), Education Committee
State Task Force on Greater Accountability in Gifted Education, (Florida)
Leon Association for Gifted Children (L.A.G.C.), Leon County (Florida) School District
President; Chairperson, Parenting Workshop, Scholarship and Fund Development
Committees; planned and organized Regional Conferences, and implemented various other
training activities for parents of gifted children
State Steering Committee for Programs for Gifted Students, (Florida)
Delegate, Virginia Governor's Conference on Library and Information Services, Richmond, Virginia

SELECTED COMMUNITY ACTIVITIES:

- Tallahassee Girls' Choir of CHOICE, (Tallahassee, Florida), board member
American Red Cross – Dallas Chapter, Katrina and Rita Relief
Tallahassee (Florida) Senior Center Foundation, board member
Tallahassee (Florida) Senior Center Advisory Board, board member

Refuge House Board of Directors, (Tallahassee, Florida), board member
The John G. Riley Museum and Center of African American History and Culture, Tallahassee, Florida, supporting member
Tallahassee Community Hospital, Ethics Committee, Tallahassee, Florida, member
Bethel African Methodist Episcopal Church, Tallahassee, Florida. Finance Committee; Bethel Orchestra; Church Trustee; member of the Daughters of Sarah Allen (mentor); member of the Church School, Bible Class III; Coordinator, Girl Scout Ministry (developed a full-service girl scout program with eight troops and over 125 registered girl scouts); Chair, Committee on Violence Education and Outreach; Chair, Sub-Committee on Information Management and Technology; Lay Organization, recording secretary
Leon County (Florida) School District (Volunteer), Bond Elementary School, The Governor's Mentoring/Tutoring Program; Florida A&M University Development Research School (FAMU DRS), President, School Advisory Board, Junior Varsity Cheerleading-booster member, Track and Field Team-booster member; School for Individualized Learning (SAIL), Parent-Teacher-Student Organization (PTSO), Vice-President and Editor of the PTSO Newsletter; Lincoln High School, (PTSO), Co-President, Volunteer Coordinator; District Advisory Council (DAC), Secretary; (DAC) Representative, Academic Resource Center; Advisor to Student Government Association, Cobb Middle School, and Homeroom Mother/Coordinator, W.T. Moore Elementary, Buck Lake Elementary, Cobb Middle, Lincoln High and SAIL Schools
Association of African Methodist Episcopal Scouts (AAMES), Chair, Committee on the Religious Recognition Program; Florida Conference, Chair, Committee on Girl Scouting
Florida History Fair (Statewide), Judge, Junior/Middle School Level
Girl Scout Council of the Apalachee Bend, Tallahassee, Florida, Troop Sponsor (six troops); Executive Board, President, (Council serves 15 counties); 1st Vice-President; implemented various outreach programs, for example, Bethel AME Church Book Scholarship Fund in the name of one of the first African American troop leaders in Leon County – raised over \$3,500; implemented Florida's first Girl Scout troop for daughters of incarcerated mothers (SOAR – Seizing Opportunities, Achieving Respect) (honored with the Governor's Peace at Home Award); Nominating Committee; Girl Scout Leader, Troops: Daisy, Brownie, Junior, Cadette and Senior Levels; Organized first multi-cultural group to travel to Europe; Jamaica, 1991; Girl Scout Ministry Coordinator, Bethel AME Church, and Chairperson, Insurance Committee
Harambee Arts & Cultural Heritage Council, Chairperson, Committee on Africa

SELECTED HONORS AND AWARDS:

Woman of the Year Award, African American People Succeeding (AMPS) Magazine, Shreveport, Louisiana
Lifetime Membership, Girl Scouts of the United States (GSUSA)
Woman of the Year Award, Bethel AME Church, Tallahassee, Florida
God and Service Award, the African Methodist Episcopal (AME) Church and the Girl Scouts of the USA, Tallahassee, Florida
Florida Department of Education, Quality Improvement Team Award/DOE Grant Development Team
Florida Department of Education, Special Achievement Award, and Certificate of Appreciation for

Serving on the Budget Entity Committee
Davis Productivity Award, Certificate of Commendation, Florida Tax Watch
National Association for the Advancement of Colored People (NAACP), Tallahassee, Florida Branch,
James Hudson Citizenship Award
Black History Month Achiever Award, Tallahassee Democrat
Outstanding PTSTO President Award, Lincoln High School, Leon County (Florida) School District
Florida Department of Education, Work Unit Award
Devoted Leader Award, Girl Scout Council of the Apalachee Bend, Tallahassee, Florida
A Salute to Citizenship Award, State of Florida, Nominee, Philip Morris Companies, Inc.
Extraordinary School Volunteer Award, Leon County School District, Tallahassee, Florida,
contributed over 500 hours
Outstanding School Volunteer Award, Leon County (Florida) School District, contributed over 200
hours
Woman of the Year, Semi-Finalist Award, Tallahassee Junior Women's Club
Outstanding School Volunteer Award, Buck Lake Elementary School, Leon County (Florida) School
District
Outstanding School Volunteer Award, Academic Resource Center, Leon County (Florida) School
District
Outstanding School Volunteer Award, Cobb Middle School, Leon County (Florida) School District
Distinguished Service in Counseling and Development
Extra Mile Award, Leon County (Florida) School District
Special School Volunteer Award, Leon County (Florida) School District
Volunteer of the Year Award, Nominee, Tallahassee Democrat (Florida) and Volunteers of the Big
Bend, Inc.
Outstanding School Volunteer Award, W. T. Moore Elementary School, Leon County (Florida)
School District
Volunteer of the Year Award, W. T. Moore Elementary School, Leon County (Florida) School
District
Charter/Founding Member: Society of Women Engineers, Western Carolina Section, Greenville,
South Carolina; Alpha Kappa Alpha Sorority, Inc., Iota Tau Chapter, University of Arizona,
Tucson, Arizona
Founder, Dancers of the Ages – an African dance troupe for mature individuals.

TRAVEL EXPERIENCES:

United States: California, Arizona, Nevada, New Mexico, Oklahoma, Texas, Louisiana, Arkansas,
Mississippi, Alabama, Tennessee, Kansas, Kentucky, Georgia, Florida, South Carolina, North
Carolina, Washington, D.C., Ohio, Indiana, Missouri, Connecticut, New Jersey, Maryland,
Indiana, Massachusetts, New York, Virginia, Minnesota, Illinois, and Washington
International: Mexico, Africa (Sierra Leone, Nigeria, Ghana), Europe (England, France, Germany,
Belgium, Switzerland, Luxembourg, Austria), Canada, Jamaica, and Bahamas

PURCHASE ORDER

THE SCHOOL BOARD OF GADSDEN COUNTY

ABSOLUTELY NO BACK ORDERS

35 Martin Luther King, Jr., Blvd.
 Quincy, Florida 32351
 Phone (850) 627-9651 FAX (850) 627-2760
 www.gcps.k12.fl.us

DATE
 7-1-09
 SALES TAX EXEMPT
 NO. 30-10-005215-53C
 FED. ID. 59-6000615

PURCHASE ORDER NO.
 176449
 THIS NUMBER MUST APPEAR ON YOUR INVOICE

FOR PROMPT PAYMENT
 MAIL ORIGINAL COPY OF YOUR INVOICE
 TO THE ABOVE ADDRESS ATTN: ACCOUNTS PAYABLE
 FY - 8009 - 2010

PAGE ____ OF ____

VENDOR / SUPPLIER NUMBER: U0050
 CHRISTIAN C. UKAGA
 8708 MANCHESTER COURT
 TALLAHASSEE, FL 32311

SHIP ORDER TO THIS ADDRESS
 NO SHIPPING NECESSARY

1-850-339-7380

APPROVED BY: *Sanja Bridges*
 PRINCIPAL'S SUPERVISOR'S AUTHORIZATION
 COMPTROLLER / AGENT
 SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION OF ITEM(S)	UNIT PRICE	TOTAL AMOUNT
		CONTRACTUAL SERVICES FOR WORK TO BE RENDERED FOR JULY 1, 2009 - JUNE 30, 2010	\$10,000	\$10,000
		CONTRACTOR: CHRISTIAN C. UKAGA		
		W-9 FORM ON FILE		
		PAYMENT IN THREE (3) INSTALLMENTS FOR THE FOLLOWING PERIODS:		
		1. NOV. 30, 2009	\$3,333.33	\$3,333.33
		2. FEB. 28, 2010	\$3,333.33	\$3,333.33
		3. MAY 16, 2010	\$3,333.34	\$3,333.34
		VENDOR IS SOLE SOURCE		

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(i) Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement will be decided by the Gadsden County School Board.

176449

DISTRIBUTION - TO BE COMPLETED BY ORIGINATOR						
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT
0420	6400	0310	9001			\$10,000.00

FINANCE DEPARTMENT USE	
DATE	EXPENDITURE

VENDOR

Christian Chikwem Ukaga

Contact:

8708 Manchester Court, Tallahassee, Florida 32311

Email: ccukaga@comcast.net

(850) 339-7380 (Mobile) (850) 270-1968 (Home)

Career Summary

Over 16 years of progressive and goal oriented project management, project planning, development, and evaluation which includes customer relationship management, performance measurement IT application development, supervision, client training, and business process improvement.

Knowledge, Skills, and Abilities:

Information systems enterprise business application design, development, and implementation. Stake holder expectations and objectives management. Competitive situation definition, risk assessment, mitigation, IT audit, process engineering, and project management. Working knowledge of ITIL, Six Sigma, and ISDM.

Education

2007

Walden University, Minneapolis, MN

PhD (ABD) Applied Management & Decision Sciences: Information Systems Management

1996

Florida A & M University, Tallahassee, Florida

M.PM. Public Management

1991

Florida A & M University, Tallahassee, Florida

B.Sc. Computer Information Systems

Christian Chikwem Ukaga

Employment History:

05/2007-Present

Data Processing Consultant

Gadsden County School Board, The Character Education Initiative Quincy, Florida 32351

Coordinates the data processing activities and maintenance of technological systems including database designs, data collection and user data requirement analysis, data structure and elements documentation, data automation and reporting, program evaluation, survey report preparation and presentation. Overall system problem identification and resolution of operational issues related to achievement of the organization's functional operation.

FL. Department of Children & Families - Information Systems Tallahassee, Florida

Systems Project Administrator

07/05-02/2006

Managed the cost allocation methodology, acted as the customer advocate and liaison for the program office customers and the customer relations management section of the IS section in the areas of IT initiatives, project management, customer relations, strategic planning, staff training, performance measures and research. Coordinated the development of service level agreements, monitored and reported on performance.

Managed and monitored the customers call centers (CCC), the automated response units (ARU) and interactive voice response (IVR) programs of the public assistance programs.

Produced monthly activity summary reports, project-planning reports, performance measures reports, and statistical reports.

As process engineering administrator, ensured that the project documentation is accurate and complete, developed, documented, and maintained standards, templates, plans, workflows, and procedures for project management.

Christian Chikwem Ukaga

AS the department's standard operating procedures coordinator, oversaw the development, implementation, and maintenance of standard operating procedures (SOPs) and standard procedure documents (SPDs).

11/02-7/2005

Systems Project Administrator

Served as the Enterprise Business Architect. Reviewed and analyzed all Information Systems Service Requests (ISSRs), new systems and existing system enhancement requests received in the department to ensure compliance to established standards, policies, and procedures. Performed research in a number of areas in order to respond to ad-hoc requests for enterprise-wide technology information and related research for decision-making mission activities, and performance support.

Coordinated HIPAA – PHI code set, confidentiality and security related research and training.

Other duties included risk management, risk assessment, and mitigation, project planning, development, and evaluation, Cost benefit estimation, and program research, field staff support and supervision, change management, performance measurement, process management (Service Center, Endeavor, Rational), customer relationship management, service level agreement, cost allocation methodologies and advance process documentation.

05/97-11/7/2002

Systems Project Analyst

Served as Project Leader for Quality Assurance/Quality Control, Application Entry, and Florida Medicaid Management Information Systems (FMMIS) modules (over 250 online programs and 500+ batch programs). Duties included: project planning and coordination of contractor staff of 15 in the analysis, design and implementation of application system issues; served as the liaison and facilitator between the program office, users and the contractors; ensured timely completion and accuracy of standard deliverables and projects. Tracked project status of production problem reports (PPRs) and information systems service requests (ISSRs). Provided accurate and timely tasks status of projects for management and customers. Guided

Christian Chikwem Ukaga

users with testing. Coordinated migration of programs, JCLs, and copybooks through the release management and change control processes.

12/96-05/1997

Computer Programmer Analyst II

This position was dedicated to the design, planning and analysis of new program specifications and modifications to existing automated data systems. Duties included providing technical lead or assistance for analysis and planning activities; providing input for planning documents including scope, estimates, impact analysis of customer requirements, guiding, training, and consultation to other staff in the development, system testing, implementation and documentation of new application software. Assisting customers and other analysts in developing test cases, test scenarios, test plan and implementation of Information Systems Development Methodology.

FAMU/FSU C.E.S.T.A., Tallahassee, Florida

06/91-12/1998

Independent IT Consultant

This post provided independent application design and development of new programs and maintenance of existing programs and databases for FAMU/FSU College of Engineering and Agriculture, provided direct user and customer support and training, data collection, analysis, report preparation, and research automation.

10/94-12/1996

FL. Department of Corrections, Bureau of Management Information Systems Tallahassee, Florida

Computer Programmer Analyst I

This job's responsibilities included independent programming support and assisted in systems design, analysis, development, implementation and support for subsystems of the offender based information system (OBIS). OBIS tracks inmates and offenders on supervised release programs by the Department of Corrections. Subsystems of OBIS include inmate information, inmate bank, inventory

Christian Chikwem Ukaga

control, control/conditional release, court ordered payments, cost of supervision, resource management, health services, personnel and parole and probation. In addition to OBIS subsystems, other responsibilities included various DEC based application such as cash-less canteen, substance abuse, inmate bank, and computer assisted release program and user training/ help desk calls.

08/92-10/1994

FL. Department of Corrections, Bureau of Management Information Systems Tallahassee, Florida Computer Programmer

This position involved independent programming in systems analysis and support of the offender based information system in a multi-platform environment. Developed applications with progress 4GL and C+ programming using DEC/VAX VMS Operating System. Coded new COBOL programs and maintained existing COBOL programs under IBM mainframe environment. The primary application development areas were Automated Substance Abuse programs (ASAP), Referral Programs, Community Supervision Programs, Cash-less Canteen and Computer Aided Reception Programs. This position also designed and maintained Progress Data bases for the above subsystems including executable and exit files in DCL. This client-server application development environment required substantial interactions with end users. Provided customer help and training.

Used C+, COBOL, and Progress 4GL, Progress editor and report generator and administered Progress database.

07/88-05/1991

FAMU/FSU College of Engineering Tallahassee, Florida Research Assistant.

Provided user support to students in the computer laboratory, assisted Professors with research documentation, experiments and automation. Installed software, maintained hardware, and monitored LAN.

References available upon request

STATEMENT OF WORK / WORK PLAN

Summary

Type of Service: Database/Spreadsheet Survey Automation and Maintenance/Back-Up
Contract Start Date: 07-01-09
Contract End Date: 06-30-2010

The Project

To automate/maintain/analyze the Character Education Initiative (CEI) surveys; enable computer access to files, and have some ongoing support for this project.

Activities and Deliverables

1 RESEARCH PROBLEM AND IDENTIFY SOLUTIONS

- Convert survey files into spreadsheet templates and build/maintain a databases for the surveys/data for the following:
 - Student satisfaction data
 - Student Quality data
 - Teacher satisfaction surveys -
 - Teacher Quality climate surveys
 - Community Satisfaction forms
 - Community Quality Climate surveys
 - Workshop Effectiveness surveys
 - Positive Action pre-tests
 - Positive Action post-tests
 - CFSEI-3 Surveys
 - Violence Surveys

2 DATABASE BACKUP

- Ensure conversion and backup the databases.
- Participate in meetings and discussions to observe Retrospect efficacy.
-

Budget

- The scope of this project will require an estimated 286 hours billed at \$35 per hour.

Job Description:

Data Technician/Consultant, The Character Education Initiative

The data technician develops and/or designs, writes, and takes care of the project's database system so that the project staff, e.g., program evaluator, will be able to get the right information for analysis and reporting. The project database consists of a collection of computer files full of information and data that is required by the project to track. This information and data includes, for example, class/grade/school related information and data, district wide scores and test information, comments and opinions, survey information and figures. The data technician will set-up and organize the project database and reorganize existing data to fit the project database. The data technician writes precise instructions for the computer, in order to tell the computer how to collect and sort the information and data and what format is needed to meet the requirements of the project. The data technician also writes programs to perform queries to extract useful information and to produce reports as necessary.

The data technician makes sure that the information and data is current and accurate.

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



June 22, 2009

TO: Bonnie Wood, Assistant Superintendent for Business and Finance

FROM: Beverly A. Nash, Ph.D., Project Director, The Character Education Initiative

Subject: Sole and Single Source Purchase: Mr. Christian C. Ukaga, Contractor
Contract Amount: \$10,000.00

The vendor clearly meets the requirements for the United States Department of Education, Office of Safe and Drug-free Schools, Partnerships in Character Education, The Character Education Initiative Project. The vendor is very familiar with data and format requirements for this project and there is no other vendor and/or person who can be substituted.

Mr. Christian C. Ukaga is specifically skilled in the purpose, goals and mechanics of the project. During FY 2006-2007, 2007-2008, and 2008-2009 he worked extensively with data development and design. He has worked very closely with the Project Evaluator in the development of the data/MIS rubrics and has done the necessary data inputs from the numerous project surveys used by the project. These data have been used to establish baselines for the project's quasi-experimental, longitudinal matched-comparison approach.

He has been and is the keeper of all the project's data files and has the responsibility of producing all the project's statistical reports, charts and graphs.

He is completing his Ph.D. in Applied Management & Decision Sciences with a minor in Information System Management. He has extensive experiences in data and system application design, development and implementation.

The work experiences and knowledge that is possessed by Mr. Ukaga is essential to the completion of the research objectives for project year 2008-2009 and beyond. Since the data is the core of the project's design and research structure, he has spent the time understanding and developing a working knowledge of the requirements of the project. The project is required to demonstrate a level of results that is time-sensitive.

If you have any questions and/or need additional information, please contact me at 850-627-5015.

Thank you.

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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2c

DATE OF SCHOOL BOARD MEETING: July 21, 2009

TITLE OF AGENDA ITEMS: Contract for Professional Services

DIVISION: Finance Departments

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached purchase orders for the 2009-2010 year:

Davis Monk and Company	\$ 10,000.00
Pine Hill Consulting (Jay Corbett)	\$ 20,000.00

FUND SOURCE: General (110) Fund

AMOUNT: \$ 30,000.00

PREPARED BY: Bonnie B. Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____
Be sure that the Comptroller has signed the budget page.

DATE

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

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

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR P 0850 SHIP TO THIS ADDRESS
Pine Hill Consulting
1342 Pine Hill Road
Cairo GA 39828
School Board of Gadsden County
35 Martin Luther King Jr. Blvd.
Quincy FL 32351

PRINCIPAL / SUPERVISOR COMPTROLLER SUPERINTENDENT

Table with 5 columns: QUANTITY, PRODUCT NO., DESCRIPTION, UNIT PRICE, TOTAL

Professional contracted services for Finance Department:
Sole Source - unique qualifications due to experience and expertise.
Services to include but not limited to:
-Assist and advise in year end closing entries and adjustments, recording of capital outlay entries, reconciliation of cash advance reports and proper computation of payable entries.
-Assist in preparation of tentative and final budgets.
-Assist in completion of Annual Financial Report including DOE spreadsheets ESE 148 and 145.
-Assist in preparation of DOE "Program Cost Report".
Analysis of expenditures, specifically monitoring salaries and benefits for General Fund.
-Assistance in completing reports such as Medicaid reimbursement.

Written log of hours,dates & times to be verified by District Personnel. \$75.00/hr \$20,000.00
PAY TERMS: NET 30

- 1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. [] 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.
3. 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.

Table with 7 columns: FUND, FUNCTION, OBJECT, CENTER, PROJECT, PROGRAM, AMOUNT and a separate column for FINANCE DEPT USE EXPENDITURE. Row 1: 110, 7500, 310, 9001, 1109990, \$ 20,000.00

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2d

DATE OF SCHOOL BOARD MEETING: July 21, 2009

TITLE OF AGENDA ITEMS: Memorandum of Agreement with Gadsden County Health Department

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

The attached Memorandum of Agreement (MOA) outlines the various responsibilities of the District and the health services provided by the Gadsden County Health Department for the 2009-10 school year.

FUND SOURCE: General Fund

AMOUNT: \$100,100.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business 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 _____

Be sure that the Comptroller has signed the budget page.

MEMORANDUM OF AGREEMENT

Between

Gadsden County Schools

And

Gadsden County Health Department

MOA# - 003

Background

Gadsden County Schools envision communities where children and youth lead positive, secure, and happy young lives while developing the skills, knowledge, and competencies necessary for fulfilling, contributing adult lives. The Gadsden County School District is committed to a future where all children and youth live in families and communities that promote their positive development. The Gadsden County Schools agree to collaborate with the Gadsden County Health Department to deliver health care and health education programs that equip limited resource families and youth who are at risk for not meeting basic human needs, to lead positive, productive, contributing lives.

Each Party Agrees to:

1. Promote a coordinated effort between the Gadsden County Schools and the Gadsden County Health Department and their staff to achieve maximum health and academic success of students and staff.
2. Comply with relevant state and federal law, and rules and regulations governing handling, storage and access to Department of Education student records and Department of Health medical records. The School District shall have access to all Health Department records that are directly pertinent to this agreement, with the exception of super confidential student records that are protected by HIPAA (Health Insurance Portability and Accountability Act). The health department shall retain all required financial records for five (5) years after the district makes the final payment and all other pending matters are closed.
3. Develop cooperative procedures for administering health care, data collection, record keeping, and immunization compliance.
4. Jointly plan and provide training opportunities for health and school district personnel.

Gadsden County Schools agrees to:

1. Pay \$100,100 annually to ensure that 11 of the district's School Clinics will have health care professionals assigned. This amount shall be paid in four quarterly installments of \$25,025. Please note that all invoices/notices sent to the Gadsden County School District will require a minimum of seven (7) days and a maximum of fifteen (15) days to process, once, invoice is received from the Gadsden County Health Department.
2. Provide Health Department staff access to the district phone messaging service to relay Back-to-School information for students and their families concerning immunizations and school physical requirements and any health advisories that become necessary to protect the students and faculty.
3. Provide daily janitorial and as needed maintenance services to each school clinic facility.
4. Provide Health Department staff access to the district's TERMS data system for use of a computerized charting program (Health Office) to store/document student health information and conduct Medicaid billing. The district will house the Gadsden County Health Department's server; this server will run the charting program. The district will also be responsible for maintenance and troubleshooting this computer network system in a timely manner.
5. Appoint a School Health Coordinator from the Gadsden County School District to sever as a liaison with the Gadsden County Health Department.

Deleted: two
Deleted: equal
Deleted: semi-annual
Deleted: 50,050
Deleted: Payment will be remitted within 15 days of receipt of invoice

Gadsden County Health Department agrees to:

1. Provide Comprehensive Health Care to the schools listed below: ["*These services include basic health services and student health management, interventions and classes to reduce risk-taking behaviors, violence and injury prevention, and services to reduce teen pregnancy and promote return to school after giving birth. Comprehensive school health services provide more in-depth health management through the increased use of registered nurses (RN) for assessments, interventions, case management, and improving access to health care through referrals to insurance programs and family physicians.*"]
 - Chattahoochee Elementary
 - George W. Monroe Elementary
 - Greensboro Elementary
 - Gretna Elementary
 - Havana Elementary
 - Havana Middle School
 - Shanks Middle School
 - Stewart Street Elementary
 - St. John Elementary
 - West Gadsden School Clinic
2. Provide Full Service Health Care to students at East Gadsden School Clinic ["*Full Service Schools provide the infrastructure that is necessary to coordinate and deliver services donated by community partners and participating agencies. This program focuses on underserved students in poor, high risk communities needing access to medical and social services, as identified through demographics. Full Service Schools provide all basic school health services, in addition to the coordination of medical and specialized social services, such as: nutritional services, economic and job placement services, parenting classes, counseling for abused children, mental health and substance abuse counseling, and adult education for parents.*"]

3. Provide immunization services and Cumulative Record Review to all of the district's schools.

Deleted: .

4. All assigned School Health employees shall work from 7:30 a.m. to 4:00 p.m. on school days, with the exception of occasional mandatory training days.

5. Provide hearing, vision, scoliosis, and BMI (body mass index) screenings as appropriate to 1st, 3rd, 6th, and 9th grade students only. Any other student screening will be on an as-needed basis.

Deleted: ¶

Formatted: Indent: Left: 0", First line: 0"

6. To supply the computers and licenses for the Health Office program,

Deleted: .

7. Provide Bloodborne Pathogen and Medication In-services for professional development.

Deleted: . and pay for the cost of connecting to the school district's network. The Gadsden County Health Department will also incur the cost of a server, which will be housed at the district office, and will run the Health Office program.

8. Assist Gadsden County Schools in identifying health issues and statistics that may be used to support grants for health initiatives.

Deleted: in

9. Organize and facilitate at least one Health Fair at each of the 11 identified schools per year.

10. Provide the Gadsden County School's Financial Office with quarterly invoices or written notice of agreed upon monetary funds with due date enclosed. This invoice/notice shall include documentation describing the services rendered. The Gadsden County Health Department will invoice the Gadsden County School District on/or approximately:

Deleted: semi-annual

- September 30, 2009
- December 30, 2009
- March 30, 2010
- June 30, 2010

Formatted: Bullets and Numbering

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Deleted: All invoices/notices must be submitted before the end of the budget year (6/30/09) ¶

Note: All invoices/notices sent to the Gadsden County School District will require a minimum of seven (7) days to be processed for payment.

Gadsden County Schools and the Gadsden County Health Department mutually agree that:

The parties hereto contemplate this contract to run for the duration of 7/1/2009, thru 6/30/2010. This Memorandum of Agreement shall be reviewed annually, to determine its continuation and/or need for modification as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.

Deleted: 8

Deleted: 9

In WITNESS WHEREOF, the School Board of Gadsden County, Florida and the Gadsden County Health Department and have executed the AGREEMENT.

Chairman of
The School Board of Gadsden County, Florida

Date

ATTEST BY Reginald James
Superintendent of Schools

Date

Marlon Hunter, M.A.
Administrator, Gadsden County Health Department

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: July 14, 2009

TITLE OF AGENDA ITEM: Student Data Management System - CrossPointe

DIVISION:

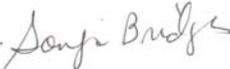
 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Review of CrossPointe proposal for Gadsden County School District's student data management system.

FUND SOURCE: General Fund, General Fund, Capital Outlay, Title I, Title II, IDEA, Title II Part D

AMOUNT: \$254,000.00

PREPARED BY: Sonja Bridges, Ed.D. 

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: 



CROSSPOINTE.net LLC

{Gadsden County School Board}

The following Master Terms and Conditions contained in this Agreement (“T&C’s” or “Agreement”) supplement and govern each Product Order Form Software End User Agreement (“Product Order Form”) entered into at any time between CrossPointe.net, LLC. (“CrossPointe.net LLC”) and *{Gadsden County School Board}*; (“Client”). CrossPointe.net LLC and the Client are individually referred to herein as a “Party” or collectively as the “Parties.”

1. Definitions. Unless the context otherwise requires, the following definitions shall apply and are in addition to the definitions contained in other parts of this Agreement and in each Product Order Form:

“Agreement” means these T&C’s and each Product Order Form referring to these T&C’s and entered into by the Parties.

“CrossPointe.net Supported Products” or “Products” means the products specified by CrossPointe.net in a Product Order Form for as long as those products are eligible for Support by CrossPointe.net under Section 4 of this Agreement during the Support Period.

“Intellectual Property Rights” means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

“License Fee” means the amount to be paid by the Client for the components of the System as identified in the Schedule.

“License Term” is perpetual, unless a shorter term is specified in a Product Order Form or the License is terminated pursuant to the Agreement.

“Major Release” means the version of a CrossPointe.net Supported Product denominated by the number before the decimal point in the release designation (e.g., 4.0 and 5.0 are each different Major Releases).

“Operating System” shall mean the third party foundation software required to communicate with the Client’s computer hardware.

“Price” means the total amount of License and Service Fees for the System as specified in the Client Product Order Form.

“Schedule” means the Product Order Form or Forms initially attached hereto, and/or subsequently added by consent of the Parties, which identify the elements of the System to be provided and the Services to be performed by CrossPointe.net or a third party under this Agreement.

“Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the period identified in that Product Order Form which may include training, maintenance, implementation services and conversions.

“Services Fees” means the particular fees for specific services identified in the Product Order Form.



“Software” shall mean the CrossPointe.net Supported Products or Products (including modifications and enhancements [and source or object code if the Client’s Product Order Form calls for an in-house stand alone installation of the Software]) that comprise the proprietary application software and its accompanying documentation as identified in the Schedule.

“Software Maintenance Agreement” means an annual software support and maintenance contract between CrossPointe.net and the Client in consideration for such percentage of the then current License Fees of the CrossPointe.net Supported Products identified in the Product Order Form.

“Subscription Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the subscription period identified in that Product Order Form. (Support is not a Subscription Service.)

“Support Period” means the initial period of Support specified in a Product Order Form (60 days unless otherwise specified) and commencing on the initial delivery of the CrossPointe.net Supported Products (“Initial Support Period”).

“System” shall mean the Software and Operating System.

2. License. In accordance with the terms herein, CrossPointe.net grants to Client and the Client accepts from CrossPointe.net a personal, nonexclusive and nontransferable license to use the Software (including all object, source or executable codes related thereto and specified in the Client’s Product Order Form if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license) and/or System, as the case may be, within the *Gadsden County School Board*, subject to the conditions and restrictions contained herein, with only up to the maximum concurrent users and maximum seats – per Subscription agreement as shown in the Product Order Form applicable, unless and until terminated hereunder. Client shall be entitled to license additional concurrent users at CrossPointe.net’s then prevailing rates by written agreement of the parties. Except as otherwise provided in this Agreement, the Software and/or System shall be used only for Client’s internal business needs. Except as otherwise provided in this Agreement, Client shall not permit any third party, to use the Software and/or System nor shall the Client grant any sublicense for the use of the Software and/or System. All modifications, enhancements and updates to the Software provided by CrossPointe.net shall become part of the Software and be subject to the terms and conditions herein (the “License”):

a. Installation and Use. The Client may: i) install, access, or support the Software upon computer hardware equipment owned or leased by such Client (if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or ii) provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license (defined as a centrally-hosted implementation of CrossPointe.net’s Software which is shared by multiple end-user accounts) of the Software, in each case with the Client’s use of the Software being only for the internal business needs of the Client. The Client acknowledges that its use of the Software may be subject to additional licensing terms from the relevant Third Party, and that the Client is authorized to use the Software subject to the terms of this Agreement and such additional licensing terms.

b. Software Copies. All copies of the Software (whether made by the Client or provided by CrossPointe.net) are subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by CrossPointe.net at any time.



c. Documentation Copies. The Client may make a reasonable number of copies of the CrossPointe.net Documentation.

d. Software Modifications. The Client may use the CrossPointe.net Products to develop and use (for only the internal business needs of the Client) interfaces, Software modifications, or enhancements. CrossPointe.net will continue to own all Intellectual Property Rights to any object code, executable code or source code developed by CrossPointe.net. This Agreement and the Client will not restrict CrossPointe.net's independent development, use or licensing of any type of software. Client developed software which enhances, supports, or modifies the CrossPointe.net Products ("Client Modifications") shall be owned by CrossPointe.net. Each such Client Modifications may be used by CrossPointe.net for its own use and for use by CrossPointe.net's other customers as a perpetual, irrevocable, nonexclusive right and license; provided, however, if CrossPointe.net, in its sole discretion, decides to incorporate such Client Modifications into CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products which CrossPointe.net makes available to its other customers, then Client may continue to use such Client Modifications pursuant to the License granted in this Agreement. Notwithstanding the foregoing, should CrossPointe.net incorporate such Client Modifications into its standard product offerings or its Supported Products then Client, by its execution of this Agreement, irrevocably assigns to CrossPointe.net all right, title and legal interests (including all rights of copyright, patent, and other intellectual property rights) in and to the Client Modifications, absolutely and in fee simple, including, but not limited to the right of perpetual, irrevocable, nonexclusive use and license and sublicense rights with respect to the Client Modifications, for its and its future customers' benefit, in each and all manner and circumstance, without any compensation due or payable to Client for such ownership rights with respect to all Client Modifications.

e. Restrictions. The Client may not rent, lease or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties. The Client will retain and include on each copy of the Software, all titles, trademarks, and copyright and restricted rights notices. The Client will not disassemble, decompile, decode or reverse engineer the Software, except as expressly permitted by applicable law or contract for the CrossPointe.net Products. The restrictions in the Agreement concerning the use and confidentiality of the Software extend to any updates, upgrades, enhancements, new releases or support materials related to the Software and provided by CrossPointe.net. Client is responsible for compliance with the Agreement by each member and employee of the Client and each user.

f. U.S. Government restricted rights. If Licensee is acting on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply: (1) the software and documentation are provided to the Government with Restricted Rights, (2) use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19.

g. Price and Payment. Client shall pay CrossPointe.net for the Software License granted herein, in the manner and as specified to in the initial and/or any subsequent Product Order Forms executed by Client pursuant to this Agreement (collectively the "Product Order Price").

All payments hereunder shall be made in United States Dollars. Unless otherwise stated herein, or specified on the Client's Product Order Form, all invoices shall be due and payable within thirty (30) days of date of invoice. On any invoice not paid within sixty (60) days, CrossPointe.net may assess and Client shall pay a service charge accruing thereafter until the date of payment equal to the lesser of: (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum lawful interest rate applicable. In the event Client's account is in arrears



for more than ninety (90) days for ANY reason, CrossPointe.net shall be entitled to immediately place Client on support hold. No Services, including Subscription Services, will be provided while Client is on support hold. Client shall remain on support hold until Client's account is paid current.

If the Client fails to pay the Product Order Price and/or License Fees (but not with respect to any failure of Client to pay any maintenance fees) and persists in such failure to pay the Product Order Price and/or License Fees for thirty (30) days after receiving written notice thereof from CrossPointe.net, CrossPointe.net may terminate this Agreement and declare any unpaid amounts owed hereunder immediately due and payable. Client Modifications made to the Software by the Client shall be CrossPointe.net's property, pursuant to the terms described in Section 2(f) of this Agreement. Any modifications, enhancements or changes made to the Software by CrossPointe.net, whether under agreement with the Client or otherwise, shall be CrossPointe.net's property. Client Modifications made to the Software shall be subject to CrossPointe.net's warranty only if and when such changes are incorporated into the Software, CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products, as generally distributed to CrossPointe.net's other customers. Upon any termination of this Agreement pursuant to this paragraph, the Client shall discontinue its use of, and shall return within 10 days, all copies of the Software and Documentation then in its possession. The Client's obligation to pay accrued charges and fees and to protect the confidentiality of the Software and Documentation shall survive termination. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to CrossPointe.net. Any such termination shall also terminate CrossPointe.net's warranty and indemnity obligations and liabilities.

3. Deliveries and Installation. Promptly after receipt of the payment(s) as specified in the Product Order Price, CrossPointe will deliver to the Client one copy of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) and one copy of the Documentation. Except to the extent otherwise agreed to separately in writing by the Parties, the Client is responsible, at its expense, for installation of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software), user training, data conversion and other services.

4. Support by CrossPointe.net. During the Support Period, CrossPointe.net will provide the Client the following support ("Support"):

- a. Repair, replace or provide The Client with an upgrade of the CrossPointe.net-Supported Products to comply with the Product Warranty under Section 7.
- b. Make CrossPointe.net's standard telephone support available to persons authorized by the Client, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 8 a.m. to 5 p.m. EST (excluding weekends and CrossPointe.net designated holidays, or as specified on the Client's Product Order Form).
- c. Provide the Client updates, enhancements, and new releases of the CrossPointe.net Supported Products when generally made available by CrossPointe.net for installation and use by the Client. (1) CrossPointe.net will provide support for the immediate prior Major Release for a period of 12 months after general availability of the then current Major Release. (2) CrossPointe.net will alert Client at least 6 months before the scheduled termination of Support and the Product Warranty for any Major Release. CrossPointe.net may immediately terminate Maintenance and the Product Warranty for all CrossPointe.net Supported Products if Client does not renew Support for the CrossPointe.net Supported Products designated on a Product Order Form. CrossPointe.net will have no obligation to provide support for any Client Modifications until such time as such Client Modifications have been incorporated into the CrossPointe.net Supported Products which have been



made available to other CrossPointe.net customers.

d. CrossPointe.net shall exercise reasonable skill and care in the provision and performance of support. Dates given for performance of Services are good faith estimates only.

5. Client Responsibilities. CrossPointe.net Support and the Product Warranty require that:

a. Client shall ensure its hardware is kept in good working order in accordance with the manufacturer's recommendations and requirements.

b. Client shall identify and provide "key" individual contacts to serve as Client's first line of support on routine System issues for the Client's authorized users and to serve as a liaison between the Client and CrossPointe.net on the issues which need to be communicated to CrossPointe.net.

c. Client shall provide CrossPointe.net access to the Client's system 24 hours/day-365 days/year via a mutually agreed upon method. Such access shall allow CrossPointe.net to conduct an audit of the Software as required by CrossPointe.net, from time to time, and to support, monitor and test Client's system.

d. Client shall take all reasonable steps to ensure that no virus is loaded on the System. Virus diagnosis and removal services are not covered by Support and are billable at CrossPointe.net's then prevailing rates.

e. Client shall install all new releases of the Software within 12 months after being provided by CrossPointe.net. If the installation of a new release of Software also requires a new release of the Operating System, the Client shall also install such new release(s) at the same time that it installs any such new release of the Software, so that the newly supported CrossPointe.net release will be functional.

f. The Client shall be responsible, to the extent Client deems necessary, for the following, unless otherwise set forth in the Schedule: adherence to specified electrical requirements; running all cable and phone connections for the System; all data conversion, media, and other charges related to the transfer of the Client's data; all networking design and administration charges relating to the set-up and support of the Client's network.

g. The Client shall use the Software only in accordance with the terms and conditions set forth in this Agreement. CrossPointe.net Software may only be used within (*Client Name*) or on portable hardware owned by the Client and utilized by its employees.

h. The Client shall provide CrossPointe.net reasonably available information and technical assistance.

i. The Client's installation of all or any part of the Software shall be in accordance with the Documentation.

j. If CrossPointe.net reasonably determines that a Client reported problem is either (1) not caused by the CrossPointe.net Supported Products or (2) due to the Client's modification of the Products or noncompliance with the Documentation, and CrossPointe.net is reasonably able to correct the problem at Client's request, then Client will reimburse CrossPointe.net for that requested correction at CrossPointe.net's then current hourly rates (CrossPointe.net will notify Client before incurring those expenses).

6. Service Fees, Renewal and Reinstatement. [This Section 6 pertains only to CrossPointe.net Supported Products having a perpetual License Term. Service fees for CrossPointe.net Supported Products that have a shorter, stated License Term, are payable in the amounts and on the periodic payment dates described in the Product Order



Form for those Products.] There is no Service Fee for the CrossPointe.net Supported Products during the Initial Support Period. While CrossPointe.net provides Support to other Clients, Client may renew Support for the CrossPointe.net Supported Products for one-year renewal periods by paying CrossPointe.net the applicable amounts under this Section 6 and the Product Order Form. CrossPointe.net will invoice the Client approximately 90 days before the end of the then current Support Period and notify the Client of non-payment approximately 10 days before the Support renewal date. CrossPointe.net may terminate Support if all past due, undisputed invoices are not paid by the Support renewal date. The Product Order Form states the initial fee after the Initial Support Period and relevant dates for annual Support of the CrossPointe.net Supported Products. Client will reimburse CrossPointe.net for reasonable travel and out-of-pocket expenses incurred when rendering on-site Support or Product Warranty services, if such onsite support or warrantee service is required due to errors of Client which cannot be corrected remotely, (CrossPointe.net will notify Client before incurring those expenses). If Support has terminated because of non-renewal or non-payment, and Client desires to reinstate Support, CrossPointe.net will reinstate available Support within 18 months after termination of Support if Client pays CrossPointe.net: (a) all undisputed invoices, (b) the annual Support fee for the next one year Support Period, and (c) if support has been terminated for more than 90 days, a "reinstatement fee" as specified by CrossPointe.net. (d) prorated prior year's Maintenance for all the days Support was terminated.

7. Product Warranty. During the Support Period CrossPointe.net warrants that (the "Product Warranty"):

Media. The Product media as provided by CrossPointe.net will be free of material defects.

Viruses. Before Product delivery by CrossPointe.net, CrossPointe.net will use up-to-date, commercially available virus scanning and cleaning products, and will not, based on the results of that scanning and cleaning, deliver to the Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use and operation. When properly installed, the unmodified Software provided by CrossPointe.net for the CrossPointe.net Supported Products will operate materially and substantially as described in the Documentation for that Software.

THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSPOINTE.NET DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF NONMATERIAL DEFECTS. CROSSPOINTE.NET DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Title.

a. CrossPointe.net warrants that it owns all rights, titles, and interests in the CrossPointe.net Supported Products and the software used by CrossPointe.net for the Subscription Services, or has the authority by license, sufficient to grant Client the License and fulfill CrossPointe.net's obligations under the Agreement. Client's exclusive remedies for the breach of this Section 8 by CrossPointe.net are described in Sections 9 and 11.

b. The Software, Operating System, all programs developed by CrossPointe.net for the Client hereunder, and all copies thereof are proprietary to CrossPointe.net and title thereto remains with CrossPointe.net. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software, Operating System or any programs developed by or at Client's request are and shall remain in CrossPointe.net. Client shall not modify, reverse engineer, assemble or decompile, in whole or in part, or Operating System. Client shall not sell, license, transfer, publish, disclose, display or otherwise make available the Software, or Operating System or copies



thereof to any other party, individual or entity. Client agrees to secure and protect the Software and Operating System and copies thereof in a manner consistent with the maintenance of CrossPointe.net's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software or Operating System to satisfy its obligations hereunder. Violation of any provision of this paragraph shall entitle CrossPointe.net to terminate this Agreement and the Software and Operating System licenses granted hereunder.

9. **Product Warranty or Support Remedies.** The Client's exclusive remedies for breach of the Product Warranty or Support are:

a. CrossPointe.net will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty.

b. If CrossPointe.net does not comply with Section 9(a) within the Cure Period (as defined below), the Client may recover direct damages for the CrossPointe.net Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe.net, subject to the time periods and limitations described in Section 14. Client may also elect to terminate Support, the Subscription Services, the License or the Agreement if CrossPointe.net's breach is not cured within the Cure Period. CrossPointe.net may terminate the License and the Agreement if the undisputed License Fees are not paid by the Client within 30 days after notice of late payment or if the Client does not cure any other material breach of the Agreement within 90 days after notice of breach. CrossPointe.net may terminate Support and any Subscription Services if CrossPointe.net's undisputed invoices are not paid within 30 days after notice of late payment. Upon termination of the License by CrossPointe.net for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall promptly destroy or return the Products to CrossPointe.net. If the License and the Agreement terminate as described in this Section 9 other than for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) be permitted to retain and continue its right to use, for its use only, the source, object and executable Software codes, pursuant to the term, restrictions and conditions contained in this Agreement. "Cure Period" means the period of time reasonably required after notice from Client for CrossPointe.net to cure a breach in accordance with CrossPointe.net's standard and solely defined Support practices. Sections 1, 2, 5, 8b, and 10 through 22 shall survive any termination of the Agreement.

10. **Confidential Information.** The Client acknowledges that the System is a confidential and proprietary trade secret of CrossPointe.net. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. "Confidential Information" means object code, source code and benchmark tests for the Products, pricing, non-standard CrossPointe.net contract terms, Client data and all other information reasonably believed to be confidential, but excludes:

- a. Information made available to the general public without restriction by the disclosing Party ;
- b. Information known to the receiving Party independent of disclosures by the disclosing Party;
- c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and
- d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the



disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.

Client's Confidential Information also excludes any new features or functionality suggested by Client for the Products or Subscription Services. The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons within the control of the disclosing party, and the Party making that disclosure will be responsible for that person's compliance with these restrictions on disclosure and use.

11. Infringement Indemnity and Remedies. CrossPointe.net will, at its expense, retain counsel and defend any suit or claim brought against the Client or software used by CrossPointe.net for the Subscription Services infringe upon any third party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies CrossPointe.net after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of CrossPointe.net; (b) gives CrossPointe.net authority to defend or settle the suit or claim (provided that CrossPointe.net does not agree to any settlement that materially prejudices Client); (c) gives CrossPointe.net all available non-privileged information reasonably requested by CrossPointe.net concerning the suit or claim; and (d) complies with this Section 11 and reasonably cooperates with CrossPointe.net in the defense (CrossPointe.net will reimburse Client's reasonable out-of-pocket costs of that requested cooperation). The Client may also retain counsel to participate in the defense ("Client's Counsel"). CrossPointe.net will reimburse Client for the reasonable fees and expenses of Client's Counsel only if CrossPointe.net fails to continue to retain legal counsel as required by this Section 11. CrossPointe.net shall have the right to control the defense of all such claims, lawsuit and other proceedings. In no event shall Client make any prejudicial statement in relation thereto, or settle any such claim, lawsuit or proceeding without CrossPointe.net's prior written approval. Client shall, if and when requested by CrossPointe.net, and at CrossPointe.net's expense, promptly provide all needed assistance in the defense of such claims. If as a result of any claims of infringement by the Software against any patent, copyright, license or the property right of a third party, CrossPointe.net or Client is enjoined from using the Software, or if CrossPointe.net believes that the Software is likely to result in a judgment of infringement, CrossPointe.net at its option and expense may: (i) procure the right for Client to continue to use the Software; (ii) replace or modify the Software so as to make it non-infringing with similar functionality; or (iii) discontinue the License granted herein and refund to Client 50% of the respective License Fees paid hereunder with respect only to the software component of the System deemed likely in a judgment of infringement and which has been paid during a three year period prior to CrossPointe.net making this election under Section 11. CrossPointe.net will have no obligations or liability for any suit or claim of infringement based on the Client's use of a superseded or Client-altered release of the CrossPointe.net Supported Products to the extent that the obligation or liability will be voided by the use of a then current release of the CrossPointe.net Supported Products which CrossPointe.net provides to Client. Client will reasonably cooperate with CrossPointe.net to mitigate infringement damages. The foregoing states the entire, sole, and exclusive liability of CrossPointe.net with respect to infringement on any third party property rights by the Software or any parts thereof. This indemnity shall not apply if the infringement is caused in whole or in part by modifications to the System made by Client or other non-CrossPointe.net personnel; use of the Software in a manner other than in accordance with the Agreement or use of the Software in combination with software not supplied by CrossPointe.net under the Agreement.

12. Excusable Delay. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including without limitation, fires, floods, natural disasters. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.



13. **Limitations of Liability.** In no event will CrossPointe.net, CrossPointe.net's Third Parties or the Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party will seek or apply for such damages. CrossPointe.net's and its Third Parties' aggregate liability for damages to the Client for the Agreement, the Products, the Product Warranty, Support or the Subscription Services, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (a) the License Fees paid by the Client to CrossPointe.net for the Products subject to the damage claim if the claim arose within one year after the date of the earliest Product Order Form for those Products, (b) the most recent annual Service Fees paid by Client to CrossPointe.net for the Products subject to the damage claim if the claim arose more than one year after the date of the earliest Product Order Form for those Products or (c) the most recent annual Subscription Services Fees paid by Client to CrossPointe.net for the Subscription Services subject to the damage claim. The Parties will each use reasonable efforts to mitigate their damages. These limitations represent the agreed allocation of risk. **THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER CLIENT'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.**

14. **Assignment.** Client may not assign the License or the Agreement or transfer any rights or obligations under the Agreement without CrossPointe.net's consent under an assignment or leasing addendum, such consent may be unreasonably withheld. Any assignment or transfer in violation of this Section 15 is void. Any valid assignment of Client's rights and obligations in relation to the Software will require an additional Software License Fee paid to CrossPointe at CrossPointe.net's then prevailing rates unless otherwise specified. Assignments of this Agreement by CrossPointe.net shall not be made without prior notification to the Client.

15. **Publicity.** Either Party may (in any presentations, press releases, advertising or publicly-disseminated materials) refer to the other Party, to the Products licensed by the Client, or to background information, including for example: CrossPointe.net competitors and competing products considered by the Client, and the Client business needs and reasons for selecting CrossPointe.net and its Products. Before disseminating that information publicly, the disclosing Party will review the factual content of the disclosures with the other Party.



16. Remedies. If the Client has a good faith complaint concerning the Products, Support Subscription Services, the Agreement or CrossPointe.net's invoices, Client shall send CrossPointe.net a specific and complete written description of the complaint within 30 days of discovering the basis for the complaint. CrossPointe.net reserves the right, in its sole discretion, to determine if a Software breach exists, and to implement a plan and resolution time frame to resolve the issue, as defined by CrossPointe.net and to retain subject matter experts to determine whether the complaint has a reasonable basis. If the Client fails to specify a particular complaint with the Products, Support, Subscription Services, the Agreement or CrossPointe.net's invoices, Client understands and agrees that this failure will result in a waiver of Client's right to raise that complaint in any litigation. Promptly after receiving the specific and complete written description of the complaint, each of the Parties will appoint a designated representative to meet, within a reasonable time, in person or by telephone to attempt to resolve in good faith any dispute concerning the Products, Support, Subscription Services, CrossPointe.net's invoices or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of CrossPointe.net and an officer of Client meet, within a reasonable time, in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration or other action relating to the Products, Support, Subscription Services, CrossPointe.net's invoice or the Agreement may be brought: (a) if Client has not participated or agreed to participate in the above meetings or (b) if the cause of action has been known by the Client more than 30 days. Client agrees that failure to comply with this provision will entitle CrossPointe.net to seek dismissal of any litigation without prejudice and Client agrees not to oppose any motion to dismiss the litigation without prejudice. Client agrees not to initiate or re-initiate any litigation until this section is satisfied. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute. The Parties must comply with this section for any dispute, controversy or claim arising out of or relating to the rights and obligation of a party under this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law.

17. Notices. All notices required under the Agreement must be in writing and delivered electronically or by other method providing for proof of delivery, to the attention of the CEO or President, as to CrossPointe.net and to the Superintendent, as to Client, at the address on the applicable Product Order Form (unless a different address has been designated by notice to the other Party).

18. Escrow. If requested by Client, a current version of the Software source code and the accompanying documentation will be placed into escrow with a third party. Source code which has been escrowed is eligible for release in the event CrossPointe liquidates or shall be declared bankrupt. If Client receives source code under the above circumstances, such source code shall be deemed to be Software and subject to the terms and conditions herein. The source code is to be used solely for Client's maintenance of the Software.

19. General.

a. Unless otherwise specifically agreed in writing by an authorized representative of Client and a Vice President or higher ranking officer of CrossPointe.net, this Agreement will solely govern any present or future purchases/licenses by Client from CrossPointe.net. Any additional Schedules shall be attached and incorporated into this Agreement by reference.

b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement, along with the respective Product Order Forms and attachments, is the complete and exclusive statement of the Agreement between the parties with respect to the System and shall supersede all prior proposals, understandings and all other agreements, oral and written. The terms and conditions in this Agreement shall take precedence over the terms and conditions included in all purchase orders and other documentation submitted by Client pursuant to this Agreement. This Agreement may not be modified or



altered except by a written instrument duly executed by both parties.

c. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

d. This Agreement, and any action arising out of or related to it, shall be governed by and construed in accordance with the laws of the State of Florida; however, except as otherwise expressly stated herein, the parties specifically waive and disclaim the applicability of the Uniform Commercial Code; Unfair Trade Practices Act, Uniform Electronic Transactions Act, and Uniform Computer Information Transactions Act to this Agreement. Except for Client and CrossPointe, no other party may sue or be sued under this Agreement.

e. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this agreement is held to be ineffective, unenforceable or illegal with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances.

f. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

g. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

h. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the other Parties at the appropriate Party's address or as set forth below, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

i. This Agreement shall become effective upon the signature hereof by an authorized representative of the Client and CrossPointe.net and receipt by CrossPointe.net of the initial payment specified herein.

j. All services provided by CrossPointe.net will be provided as an independent contractor, and neither Party will be, or represent itself to be, the franchiser, franchisee, agent or legal representative of the other Party.

k. The Agreement may be amended only in writing signed by the Parties, except that CrossPointe.net may, upon notice to Client and without Client's signature, amend a Product Order Form to correct errors without increasing the License Fees. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Subscription Services are superseded by the Agreement.

20. Jurisdiction, Service of Process. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Florida, Orange County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this



section may be served on any Party anywhere in the world.

21. Taxes and Duties. The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe.net which are based upon net income, Client as licensee shall, unless otherwise exempt from the payment of the following described taxes, be liable for payment of all such taxes, however designated, levied or based on the Software, its charges or its use or on this agreement, including without limitation state or local sales, use, VAT, and personal property taxes.

22. Maintenance Services. The annual charges to Client for CrossPointe.net's routine software maintenance and product support will be as specified on the most recent Product Order Form, or invoice.

23. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.



CROSSPOINTE.NET LLC

GADSDEN COUNTY SCHOOL BOARD

(Authorized Signature)
Joan Keebler

(Printed Name)
Chief Executive Officer

(Title)

(Date)
750 S. Orlando Avenue

(Street Address Line #1)

Suite 201B

(Street Address Line #2)
Winter Park, FL 32789

(City, State, Postal Code)

(Authorized Signature)
Reginald C. James

(Printed Name)
Superintendent of Schools

(Title)

(Date)
35 Martin Luther King Jr. Blvd

(Street Address Line #1)

(Street Address Line #2)
Quincy, FL 32351

(City, State, Postal Code)

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3b

DATE OF SCHOOL BOARD MEETING: July 21, 2009

TITLE OF AGENDA ITEMS: Discussion of Board Life Insurance Premium Increase

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board discussion is requested for the attached options for life insurance premiums from Assurant Employee Benefits.

FUND SOURCE: All funds that have payroll

AMOUNT: Undetermined at this time

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services and 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.

The School Board of Gadsden County
Policy # 4029111
 Group Term Life
 Period April 1, 2004 through March 31, 2009

Basic/Retiree Life Premium	\$1,455,554
Basic/Retiree Life Incurred Claims	\$1,281,401
Incurred Loss Ratio	88%
Current Rates	
Life – Active Employees (955)	\$0.52
Retirees (402)	\$2.25
Voluntary Life Premium	\$643,206
Voluntary Life Incurred Claims	\$624,143
Incurred Loss Ratio	97%

Renewal
Monthly Rates

	Current		Option 1		Option 2	
Base Life (Active)	\$0.52	\$14,749.28	\$0.65	\$18,436.60	\$0.71	\$20,138.44
Base Life (Retiree)	\$2.25		\$2.81		\$2.50	
Voluntary Life (Active)	No increase		No increase		No increase	
Additional Cost for Base Life (Active)			\$3,687.32		\$5,389.16	

	Option 3		Option 4	
Base Life (Active)	\$0.60	\$17,018.40	\$0.62	\$17,585.68
Base Life (Retiree)	\$2.81		\$2.70	
Voluntary Life (Active)	12.5% increase		10% increase	
Additional Cost for Base Life (Active)	\$2,269.12		\$2,836.40	

Products and services are marketed by Assurant Employee Benefits and underwritten or provided by Union Security Insurance Company.

School Board of Gadsden County
 Group Term Life Insurance - account 1
 Experience Summary
 4029111

Active Life

	4/1/2008	3/31/2009	Total
Paid Premium:			
Life	170,485	170,485	
AD&D	10,340	10,340	
Total	180,825	180,825	
Lives at Period End:			
Life	955		
Paid Claims:			
Life	267,000	267,000	
AD&D	0	0	
Total	267,000	267,000	
Change in CDB* Reserves**	(12,086)	(12,086)	
Incurred Claims***	254,914	254,914	
Loss Ratio****	141.0%	141.0%	
Total CDB Reserves	49,458		

*CDB- Continued Disability Benefit (Waiver of Premium)

**Reserves = Reserves reflected as required by insurance regulators and do not reflect claim values for any other purpose

***Incurred Claims= Paid Claims + The Change in CDB* Reserves

****Loss Ratio=Incurred Claims / Premium

Union Security Life Insurance Company
 Prepared By:
 M Kietzman

School Board of Gadsden County
 Group Term Life Insurance Acct 1
 Experience Summary
 4029111

Active Life

4 yrs +

	4/1/2004 3/31/2005	4/1/2005 3/31/2006	4/1/2006 3/31/2007	4/1/2007 3/31/2008	Total
Paid Premium:					
Life	155,017	160,904	165,875	168,651	650,447
AD&D	9,891	10,271	10,588	10,765	41,515
Total	164,908	171,175	176,463	179,416	691,962
Lives at Period End:					
Life	1,082	1,038	1,007	952	
Paid Claims:					
Life	220,500	147,600	215,020	128,800	711,920
AD&D	21,000	0	0	0	21,000
Total	241,500	147,600	215,020	128,800	732,920
Change in CDB	12,814	11,210	74	12,863	36,961
Incurred Claim	254,314	158,810	215,094	141,663	769,881
Loss Ratio****	154.2%	92.8%	121.9%	79.0%	111.3%
Total CDB Resc	37,301	48,511	48,585	61,448	

*CDB= Continued Disability Benefit (Waiver of Premium)
 **Reserves = Reserves reflected as required by insurance regulators and do not reflect claim values for any other purpose
 ***Incurred Claims= Paid Claims + The Change in CDB* Reserves
 ****Loss Ratio=Incurred Claims / Premium

Union Security Life Insurance Company
 Prepared By:
 M Kietzman

School Board of Gadsden County
 Group Term Life Insurance - account 2
 Experience Summary
 4029111

	4/1/2008	3/31/2009	Total
Paid Premium:			
Life	132,587	132,587	132,587
Total	132,587	132,587	132,587
Lives at Period End:			
Life	402		
Paid Claims:			
Life	131,800	131,800	131,800
Total	131,800	131,800	131,800
Change in CDB* Reserves**	0	0	0
Incurred Claims***	131,800	131,800	131,800
Loss Ratio****	99.4%	99.4%	99.4%
Total CDB Reserves	0		

*CDB= Continued Disability Benefit (Waiver of Premium)
 **Reserves - Reserves reflected as required by insurance regulators and do not reflect claim values for any other purpose
 ***Incurred Claims= Paid Claims + The Change in CDB* Reserves
 ****Loss Ratio= Incurred Claims / Premium

Union Security Life Insurance Company
 Prepared By:
 M Kietzman

School Board of Gadsden County
 Group Term Life Insurance - acct 2
 Experience Summary
 4029111

4475

	4/1/2004 3/31/2005	4/1/2005 3/31/2006	4/1/2006 3/31/2007	4/1/2007 3/31/2008	Total
Paid Premium:					
Life	125,059	127,133	126,515	123,408	502,115
Total	125,059	127,133	126,515	123,408	502,115
Lives at Period End:					
Life	407	407	402	402	
Paid Claims:					
Life	73,000	20,000	25,000	15,000	133,000
Total	73,000	20,000	25,000	15,000	133,000
Change in CDB	49,369	(302)	568	624	49,767
Incurred Claim	122,369	19,698	25,568	15,624	183,259
Loss Ratio****	97.8%	15.5%	20.2%	12.7%	36.5%
Total CDB Resc	49,369	49,067	49,635	50,259	

*CDB= Continued Disability Benefit (Waiver of Premium)
 **Reserves = Reserves reflected as required by insurance regulators and do not reflect claim values for any other purpose
 ***Incurred Claims= Paid Claims + The Change in CDB* Reserves
 ****Loss Ratio=Incurred Claims / Premium

Union Security Life Insurance Company
 Prepared By:
 M Kietzman

School Board of Gadsden County
Voluntary Life Insurance
 Experience Summary
 4029111

	4/1/2008	Total
	3/31/2009	
Paid Premium:		
Life	132,943	132,943
AD&D	11,457	11,457
 Total	 144,400	 144,400
Lives at Period End:		
Life	632	
Paid Claims:		
Life	75,000	75,000
AD&D	0	0
 Total	 75,000	 75,000
 Change in CDB* Reserves**	 (16,857)	 (16,857)
Incurred Claims***	58,143	581,443 58,143
Loss Ratio****	40.3%	40.3%
 Total CDB Reserves	 57,802	

*CDB= Continued Disability Benefit (Waiver of Premium)

**Reserves = Reserves reflected as required by insurance regulators and do not reflect claim values for any other purpose

***Incurred Claims= Paid Claims + The Change in CDB* Reserves

****Loss Ratio=Incurred Claims / Premium

Union Security Life Insurance Company
 Prepared By:
 M Kietzman

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3c

DATE OF SCHOOL BOARD MEETING: July 21, 2009

TITLE OF AGENDA ITEMS: Discussion of Health Insurance Premium Increase

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board discussion is requested for the attached options for health insurance premiums.

FUND SOURCE: All funds that have payroll

AMOUNT: Undetermined at this time

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services and 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.

HEALTH INSURANCE COMPARISON 2009-2010

CAPITAL HEALTH PLAN	PREMIUM			PREMIUM			SELECT I			SELECT II							
	2008-2009			2009-2010			2009-2010			2009-2010							
	CAPITAL	CAPITAL	TOTAL	CAPITAL	CAPITAL	TOTAL	CAPITAL	CAPITAL	TOTAL	CAPITAL	CAPITAL	TOTAL					
	PREMIUM	PREMIUM	PREMIUM	PREMIUM	PREMIUM	PREMIUM	SELECT I	SELECT I	SELECT I	SELECT II	SELECT II	SELECT II					
	RX 15/30/50			RX 15/30/50			RX 15/30/50			RX 15/50/100							
EMPLOYEE	BOARD		EMPLOYEE	BOARD		EMPLOYEE	BOARD		EMPLOYEE	BOARD							
EMPLOYEE	84.77	284.78	369.55	84.77	323.06	407.83	84.77	316.93	401.70	84.77	302.89	387.66					
EMPLOYEE & SPOUSE	417.37	284.78	702.15	451.81	323.06	774.87	446.31	316.93	763.24	433.67	302.89	736.56					
EMPLOYEE & Child	343.46	284.78	628.24	370.26	323.06	693.32	365.97	316.93	682.90	356.15	302.89	659.04					
FAMILY	749.96	284.78	1,034.74	818.86	323.06	1,141.92	807.83	316.93	1,124.76	782.57	302.89	1,085.46					
			BOARD INCREASE PER MONTH CHP + \$38.28 BC/BS + \$44.85						BOARD INCREASE PER MONTH CHP + \$32.15 BC/BS + \$36.97								
									BOARD INCREASE PER MONTH CHP + \$18.11 BC/BS + \$20.83								
BLUE CROSS BLUE SHIELD	2008-2009			2009-2010			2009-2010			2009-2010							
	BCBS	BCBS	TOTAL	BCBS	BCBS	TOTAL	BCBS	CAPITAL	TOTAL	BCBS	CAPITAL	TOTAL					
	OPT 1359	OPT 1359	PREMIUM	OPT 1359	OPT 1359	PREMIUM	OPTION	OPTION	PREMIUM	OPTION	OPTION	PREMIUM					
	EMPLOYEE	BOARD		EMPLOYEE	BOARD		EMPLOYEE	BOARD		EMPLOYEE	BOARD						
	RX 15/30/50			RX 15/30/50			RX 15/30/50			RX 15/50/80							
EMPLOYEE	111.98	313.00	424.98	111.98	357.85	469.83	111.98	349.97	461.95	111.98	333.83	445.81					
EMPLOYEE & SPOUSE	494.47	313.00	807.47	533.26	357.85	891.11	527.75	349.97	877.72	513.22	333.83	847.05					
EMPLOYEE & Child	409.48	313.00	722.48	439.47	357.85	797.32	435.37	349.97	785.34	424.07	333.83	757.90					
FAMILY	876.95	313.00	1,189.95	956.36	357.85	1,313.21	943.61	349.97	1,293.48	914.45	333.83	1,248.28					
						325,226.88 48,438.00 373,664.88						273,146.40 39,927.60 313,074.00					
												153,862.56 22,496.40 176,358.96					

BASED ON : 708 CHP EMP OYEEES
 BASED ON : 90 BCBS EMP OYEEES
 TOTAL ADDITIONAL COST TO BOARD

HEALTH INSURANCE COMPARISON 2009-2010

CAPITAL HEALTH PLAN	PREMIUM			SELECT I		
	2009-2010			2009-2010		
	CAPITAL	CAPITAL	TOTAL	CAPITAL	CAPITAL	TOTAL
	PREMIUM	PREMIUM	PREMIUM	SELECT I	SELECT I	SELECT I
	RX 15/30/50			RX 15/30/50		
EMPLOYEE	BOARD		EMPLOYEE	BOARD		
EMPLOYEE	104.94	302.89	407.83	98.81	302.89	401.70
EMPLOYEE & SPOUSE	471.98	302.89	774.87	460.35	302.89	763.24
EMPLOYEE & Child	390.43	302.89	693.32	380.01	302.89	682.90
FAMILY	839.03	302.89	1,141.92	821.87	302.89	1,124.76
	EMPLOYEE ONLY INCREASE PER MONTH CHP + \$20.17 BC/BS + \$24.02 BOARD INCREASE PER MONTH CHP + \$18.11 BC/BS + \$20.83			EMPLOYEE ONLY INCREASE PER MONTH CHP + \$14.04 BC/BS + \$16.14 BOARD INCREASE PER MONTH CHP + \$18.11 BC/BS + \$20.83		
BLUE CROSS BLUE SHIELD	2009-2010			2009-2010		
	BCBS	BCBS	TOTAL	BCBS	CAPITAL	TOTAL
	OPT 1359	OPT 1359	PREMIUM	OPTION	OPTION	PREMIUM
	EMPLOYEE	BOARD		EMPLOYEE	BOARD	
	RX 15/30/50			RX 15/30/50		
EMPLOYEE	136.00	333.83	469.83	128.12	333.83	461.95
EMPLOYEE & SPOUSE	557.28	333.83	891.11	543.89	333.83	877.72
EMPLOYEE & Child	463.49	333.83	797.32	451.51	333.83	785.34
FAMILY	979.38	333.83	1,313.21	959.65	333.83	1,293.48
	BASED ON : 708 CHP EMP.OYEES BASED ON : 90 BCBS EMP.OYEES TOTAL ADDITIONAL COST TO BOARD			153,862.56 22,496.40 176,358.96		
				153,862.56 22,496.40 176,358.96		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4A

DATE OF SCHOOL BOARD MEETING: July 21, 2009

TITLE OF AGENDA ITEM: Discussion and Request to Advertise the Board's Intent to Amend School Board Rules 2.25, (subsection Code of Student Conduct), and 7.51, (Payroll Procedures).

DIVISION: Administration

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this item is to discuss the request to amend School Board Rules 2.25 (subsection Code of Student Conduct) and 7.51 (Payroll Procedures), to obtain tentative approval of the proposed amendment, and to request approval to advertise the Board's intent to amend School Board Rules.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sonja Bridges, Ed.D. *S Bridges*

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 _____

Be sure that the COMPTROLLER has signed the budget page.

Reviewed By: *Jane Butler*

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

DATE OF THIS NOTICE: July 21, 2009

The School Board of Gadsden County, Florida hereby gives notice of its intent to amend its Gadsden County School Board Rules Numbered 2.25 (Code of Student Conduct) and 7.51 (Payroll Procedures).

PURPOSE AND EFFECT: The purpose and effect of these rule revisions are to update the Code of Student Conduct for the 2009-2010 school year and to establish guidelines for bonus or other legally authorized payments.

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 2.25 (Code of Student Conduct) in order to update the Code of Student Conduct for the 2009-2010 school year and amend 7.51 (Payroll Procedures) in order to establish guidelines for bonus or other legally authorized payments.

A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M. ON: Tuesday, August 25, 2009.

PLACE: Max D. Walker School Administration Building
35 Martin Luther King, Jr., Blvd.
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NAME OF THE PERSON ORIGINATING THIS RULE: Dr. Sonja Bridges
Assistant Superintendent for Academic Services

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

DATE OF SUCH APPROVAL: July 21, 2009

A COPY OF THE RULE 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.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

SCHOOL BOARD ADOPTED PLANS

2.25+

The School Board has plans, manuals, handbooks and codes which outline procedures to be followed relative to stated topics. The plans, manuals, handbooks and codes listed below may be adopted by reference as part of these rules when required by other Board rules, Florida Statutes, or other controlling requirements.

Administrative Services

- * Budget Document
 - District Emergency Plan
 - District Five-year Work Plan
 - District Master In-Service Plan
 - District Procedures Manual
 - District Safety Plan
 - General Outline of Revenue and Meal Accountability Procedure
 - Human Resources Management and Development (HRMD) Plan
- * Position Description
 - Project Priority List
 - School Plant Survey
 - Transportation Procedures Manual

Instructional Services

- After School Child Care Program Manual
- * Code of Student Conduct
 - District Testing Procedures Manual
 - Instructional Materials Manual

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- Instructional Technology Plan
- Limited-English Proficient LEP Plan
- Manual for Admissions and Placement for ESE Programs
- * Student Progression Plan
- School Handbooks
- School Health Procedures Manual
- School Improvement Plans
- Special Programs and Procedures Manual
- Student Education Records Manual
- Student Performance Standards
- Student Performance Standards of Excellence
- Student Report Cards
- Student Services Plan
- Truancy Plan

* These documents are adopted by the Board in accord with Florida Statute 120 (Administrative Procedures Act); all other documents are either approved or revised by the Board from time-to-time.

STATUTORY AUTHORITY: 1001.41, 1001.42, F. S.

LAWS IMPLEMENTED: 1001.41, 1001.43, F.S.

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

©EMCS
Revised: 07/15/03

Page 2 of 2

GADSDEN 2.25+

CHAPTER 7.00 - BUSINESS SERVICES

PAYROLL PROCEDURES

7.51

- (1) Payrolls shall be submitted for all School Board employees and shall be properly signed by a designated administrative employee. Such payrolls shall be supported, where applicable, by time records.
- (2) Payroll checks or warrant distribution dates shall be established administratively to ensure that the employees are paid promptly in accordance with Florida Statutes.
- (3) No payment shall be made except to properly authorized and approved personnel.
- (4) Payment shall be based on the duly adopted salary schedule for each position. From time-to-time payments in the form of a bonus or other legally authorized payment may be made. These payments require prior approval by the School Board.
- (5) Full-time and part-time regular, probationary, and temporary employees shall be paid at the regular established pay period.
- (6) Principals shall be responsible for submitting accurate payrolls in accordance with the payroll time schedules and procedures.
- (7) Salary adjustments shall be paid at subsequent payroll periods. A person whose services are terminated shall be paid the full salary balance at the regular pay period following termination. Any exceptions shall be approved by the Superintendent or designee.
- (8) A payroll deduction for an employee beyond those required by Florida Statutes shall have the Superintendent's approval and shall be made only upon the written request of the employee. Such deductions shall not be granted to any group or organization with a membership of less than twenty-five employees. An authorized payroll deduction may be initiated during any fiscal year in which the group or organization deduction authorization and the written request of the employee(s) are in the district office on or before the date established as the final date for the initiation of employee deductions.
- (9) Any employee organization certified by the Florida Public Employees Relations Commission as the official bargaining agent for a group of District employees or other groups designated by law, may be entitled to a payroll deduction for membership dues. The organization may be billed

CHAPTER 7.00 - BUSINESS SERVICES

annually for the cost of deducting and transmitting such dues to the organization.

- (10) No payments shall be made for overtime services without prior approval of the Superintendent or designee.
- (11) There shall be no payroll deductions permitted in violation of section 106.15, Florida Statutes.

STATUTORY AUTHORITY: 1001.41, 1001.42, F. S.

LAWS IMPLEMENTED: 106.15, 1001.43,
1011.60, 1012.22, F.S.

HISTORY: ADOPTED:
REVISION DATE(S): 09/15/02, 06/02/09
FORMERLY: 6.116

GADSDEN COUNTY SCHOOL DISTRICT



"Building a Brighter Future"

Code of Student Conduct and Positive Student Management Discipline Plan

2009-2010
~~2008-2009~~

Mr. Reginald C. James
Superintendent of Schools
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351
(850) 627-9651
Fax: (850) 627-2760

School Board Members

Eric 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 Frost
District No. 4
Gretna, FL 32332
Quincy, FL 32352

Roger P. Milton
District No. 5
Quincy, FL 32351

CODE OF STUDENT CONDUCT

and

POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN

2009-2010

~~2008-2009~~

Superintendent's Message

Vision Mission Statement

Jurisdiction of School Board

Code of Student Conduct 3-38

Positive Student Management Discipline Plan 39-67

Letter of Acknowledgment for Student 68

Letter of Acknowledgment for Parent/Guardian 69

Calendar.....70

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.

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

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

RCJ:SB:jwb

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.

CODE OF STUDENT CONDUCT

Students' Rights and Responsibilities	4
Attendance	4
Respect for Persons and Property	8
Right to Learn	8
Right of Assembly.....	8
Right of Privacy	9
Participation in School Programs and Activities	9
Dress and Grooming	10
Discrimination/Sexual Harassment	11
Counseling	12
Free Speech and Publication	12
Student Government	13
Student Records	14
Grades	16
General Disciplinary Procedures	17
Presence of Pupils, When and Where Authorized	17
Authority of the Teacher	17
Authority of the School Bus Driver	17
Misconduct on School Buses	17
Offenses	18
Deferred Punishment for Offenses	19
Zero Tolerance Policy	19
Weapons Prohibited	20
Certain Drugs Prohibited	21
Procedures for Student Transfer-Felony Charges	21
Suspension/Expulsion	23
Corporal Punishment	24
Collection of Evidence / Search and Seizure	25
Procedures for the Discipline of Prekindergarten Students	26
Procedures for Discipline of Students With Disabilities	27
Appendix A (Rules Relating to Student Records).....	34
Appendix B - Glossary	36

STUDENTS' RIGHTS AND RESPONSIBILITIES

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

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

I. ATTENDANCE

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

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

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

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

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

Rights:

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

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

Responsibilities:

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

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

Excusable Absence:

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

Excused Absence for Religious Holidays:

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

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

Permissible Absence (Excused):

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

Unexcused Absence:

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

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

Rule:

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

Disciplinary Action:

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

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

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

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

Minimum School-Based Intervention Procedures for Truant Students

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

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

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

Middle-High School Attendance

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

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

Absences

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

Attendance Conference / Appeal Procedures

- In order to appeal an unexcused absence, the following must occur:

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

Other Considerations

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

II. RESPECT FOR PERSONS AND PROPERTY

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

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

III. RIGHT TO LEARN

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

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

IV. RIGHT OF ASSEMBLY

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

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

V. RIGHT OF PRIVACY

Rights:

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

Responsibilities:

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

Rule:

Students will respect the privacy of others.

Disciplinary Action:

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

VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES

Rights:

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

Responsibilities:

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

Rule:

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

Disciplinary Action:

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

VII. DRESS AND GROOMING

Rights:

Students have a right to dress comfortably.

Responsibilities:

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

Rule:

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

Elementary and Middle School Requirements:

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

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

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

The “generic uniform” shall consist of the following:

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

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

Elementary/Middle School Disciplinary Action:

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

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

High School Disciplinary Action:

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted. (Refer to the rule on page 10.)

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.

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. AUTHORITY OF THE SCHOOL BUS DRIVER

- A. 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.
- B. 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.

IV. 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.

V. 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. possession of wireless communication devices (such as pagers, cellular phones, iPods, MP3 players)
 - 13. possession of weapons and/or any firearm
 - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.
- D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary procedure, an interpreter will participate in the process.
- E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.
- F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student gets 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.

VI. 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.

VII. ZERO TOLERANCE POLICY

Florida Statute: 1006.13 - Zero Tolerance Policy

(1) The Gadsden County School Board has a zero tolerance policy for:

- (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
- (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.

(2) The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. . (See definition of expulsion.)

- (a) Bringing a firearm or weapon (as defined in F.S. Chapter 790) to school, to any school function, or possessing a firearm at school. (to include the possession, use, or sell of a firearm or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or
- (b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity. bring, possess, use, or sell a 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

2. 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; or
 - I. possession, use, or sale of any explosive device
 - j. possession, use, or sale of drugs or alcohol

- k. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
- l. bomb threat
- m. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

- 3. 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)).
- 4. **All incidents involving firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**
- 5. 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.
- 6. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

VIII. WEAPONS PROHIBITED

- A. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. A weapon may be, but is not limited to, any firearm, any explosive or destructive device, any knife, razor blade or box cutter, or any item used with intent to cause bodily harm to another individual.
- B. 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.
- C. The use and/or possession of a weapon other than a firearm or explosive device will result in suspension, expulsion, or other disciplinary action.
- D. 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.
- E. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

IX. CERTAIN DRUGS PROHIBITED

- A. 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.
- B. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**
- C. 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.)
- D. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

X. PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

- A. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:
 - 1. 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
 - 2. the incident for which he/she has been charged occurred on other than school property, and
 - 3. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and
 - 4. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.
- B. 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.
 - 1. 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.
 - 2. 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:

- a. 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
 - b. 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.

XI. 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.

- A. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.
- B. 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.
- C. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.
- D. The following are procedures for suspension:
 1. 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.
 2. 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.
 3. 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:
 - a. 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.
 - b. The hearing will be video and/or audio taped.
 - c. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.
 - d. 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.
 - e. Decisions will be based on the information presented.
 - f. 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.

E. The following are procedures for an expellable offense:

1. 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:
 - a. parent/guardian of suspension and sets a hearing date (hand delivered)
 - b. the District Office
 - c. ESE, ESOL and School Psychologist (if appropriate)
2. At the school hearing the following will be present:
 - a. student
 - b. parent/guardian
 - c. school personnel
 - d. district personnel
 - e. witnesses
 - f. other appropriate personnel
3. The following guidelines will be adhered to at the school hearing:
 - a. The Principal/Designee will chair the hearing.
 - b. All information discussed will be recorded.
 - c. Everyone involved in the incident may give his/her side of the story.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.
4. 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.
5. 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 .

XII. CORPORAL PUNISHMENT

Corporal punishment is prohibited.

XIII. 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:

- A. General Search. In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
- B. 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.
- C. 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.**
- D. 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 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.
- E. 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.
- F. 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.
- G. 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:
 - 1. Contact the Superintendent or his designee for approval.
 - 2. The search will be conducted to avoid contact between students and the dog.
 - 3. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.

PROCEDURES FOR THE DISCIPLINE OF PREKINDERGARTEN STUDENTS

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

Definitions specific to this policy:

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

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

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

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

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

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

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

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

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

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

**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.

(1) Definitions applicable to discipline of students with disabilities. For purposes of this rule, the following definitions apply:

(a) Change of placement because of disciplinary removals. For the purpose of removing a student with a disability from the student's current educational placement as specified in the student's IEP under this rule, a change of placement occurs when:

1. The removal is for more than ten (10) consecutive school days, or
2. The student has been subjected to a series of removals that constitutes a pattern that is a change of placement because the removals cumulate to more than ten (10) school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. A school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement, and this determination is subject to review through due process and judicial proceedings.

(b) Controlled substance. A controlled substance is a drug or other substance identified under schedules I, II, III, IV, or V of the Controlled Substances Act, 21 U.S.C. 812(c) and Section 893.02(4), Florida Statutes.

(c) Illegal drug. An illegal drug means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act, 21 U.S.C. 812(c) or under any other provision of federal law.

(d) Serious bodily injury. Serious bodily injury means bodily injury which involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty

(e) Weapon. Weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and one half (2½) inches in length.

(f) Manifestation determination. A manifestation determination is a process by which the relationship between the student's disability and a specific behavior that may result in disciplinary action is examined.

(g) Interim alternative educational setting. An **interim alternative educational setting (IAES)** is a different location where educational services are provided for a specific time period due to disciplinary reasons and that meets the requirements of this rule.

(2) Authority of school personnel. Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to students without disabilities, school personnel may:

(a) Remove a student with a disability who violates a code of student conduct from the student's current placement for not more than ten (10) consecutive school days.

(b) Further remove a student with a disability for not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement as defined in this rule.

(3) Manifestation determination. A manifestation determination, consistent with the following requirements, must be made within ten (10) days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct.

(a) In conducting the review, the school district, the parent/guardian, and relevant members of the IEP Team (as determined by the parent/guardian and the school district) must:

1. Review all relevant information in the student's file, including any information supplied by the parents/guardians of the student, any teacher observations of the student, and the student's current IEP; and

2. Determine whether the conduct in question was caused by, or had a direct and substantial relationship to the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP.

(b) If the school district, the parent/guardian, and relevant members of the IEP Team determine that a condition in subparagraph (a)2. above was met, the conduct must be determined to be a manifestation of the student's disability and the school district must take immediate steps to remedy those deficiencies.

(c) If the school district, the parent/guardian, and relevant members of the IEP Team determine that the conduct was a manifestation of the student's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the student; or

2. If a behavioral intervention plan already has been developed, review it and modify it, as necessary, to address the behavior; and

3. Except as provided in subsection (6) of this rule, return the student to the placement from which the student was removed, unless the parent/guardian and the school district agree to a change in placement as part of the modification of the behavior intervention plan.

(d) For disciplinary changes of placement, if the behavior that gave rise to the violation of a code of student conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner and for the same duration in which they would be applied to students without disabilities, except that services consistent with subsection (5) of this rule must be provided to the student with a disability.

(e) If a parent/guardian disagrees with the manifestation determination decision made by the IEP Team pursuant to this rule, the parent/guardian may appeal the decision by requesting an expedited due process hearing as described in subsection (7) of this rule.

(4) On the date on which a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the school district must notify the parent/guardian of the removal decision and provide the parent/guardian with a copy of the notice of procedural safeguards as referenced in these rules.

(5) Free appropriate public education for students with disabilities who are suspended or expelled or placed in an IAES.

(a) A school district is not required to provide services to a student with a disability during removals totaling ten (10) school days or less in that school year, if services are not provided to students without disabilities who are similarly removed.

(b) Students with disabilities who are suspended or expelled from school or placed in an IAES must continue to receive educational services, including homework assignments in accordance with Section 1003.01, Florida Statutes, so as to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

(c) After a student with a disability has been removed from the current placement for ten (10) school days in the school year, if the current removal is not more than ten (10) consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the student's special education teacher(s), shall determine the extent to which services are needed so as to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.

(d) If the removal is a change of placement under this rule, the student's IEP Team determines appropriate services under paragraph (b) of this subsection.

(6) Special Circumstances and Interim Alternative Educational Setting (IAES).

(a) School personnel may remove a student to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of a state education agency or a school district;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a state education agency or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state education agency or a school district.

(b) On the date on which a decision is made to make a removal that constitutes a change of placement because of a violation of a code of student conduct, the school district must notify the parent/guardian of that decision and provide the parent/guardian with a copy of the notice of procedural safeguards as referenced in Rules 6A-6.03011 through 6A-6.0361, FAC.

(7) Appeal and Expedited Hearings.

(a) An expedited hearing may be requested:

1. By the student's parent/guardian if the parent/guardian disagrees with a manifestation determination or with any decision not made by an **administrative law judge (ALJ)** regarding a change of placement under this rule, or
2. By the school district if it believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

(b) The school district may repeat the procedures for expedited hearings if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

(c) Expedited due process hearings requested under this subsection shall be conducted by an ALJ for the Division of Administrative Hearings, Department of Management Services, on behalf of the Department of Education, and shall be held at the request of either the parent/guardian or the school district regarding disciplinary actions. These hearings must meet the requirements prescribed in Rules 6A-6.03011 through 6A-6.0361, FAC., except that the hearing must occur within twenty (20) school days of the date the request for due process is filed and an ALJ must make a determination within ten (10) school days after the hearing. In addition, unless the parents/guardians and the school district agree in writing to waive the resolution meeting described herein or agree to use the mediation process set forth in these rules:

1. A resolution meeting must occur within seven (7) days of receiving notice of the request for expedited due process hearing; and
2. The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the request for expedited due process hearing.

(d) The decision of the ALJ rendered in an expedited hearing may be appealed by bringing a civil action in a federal district or state circuit court, as provided in Section 1003.57(5), Florida Statutes.

(8) Authority of an ALJ. An ALJ hears and makes a determination regarding an appeal and request for expedited due process hearing under this subsection and, in making the determination:

(a) An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of this rule or that the student's behavior was a manifestation of the student's disability; or

(b) Order a change of placement of the student with a disability to an appropriate IAES for not more than forty-five (45) school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

(c) The procedures under this subsection may be repeated, if a school district believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

(9) Student's Placement During Appeals/Expedited Due Process Proceedings. When an appeal under subsection (7) has been made by either the parent/guardian or the school district, the student must remain in the IAES determined by the IEP team pending the decision of the ALJ or until the expiration of the time period specified by school personnel, including expulsion for a student where no manifestation was found, unless the parent/guardian and the Department of Education or school district agree otherwise.

(10) Protections for Students not Determined Eligible for Special Education and Related Services. A regular education student who has engaged in behavior that violated a code of student conduct may assert any of the protections afforded to a student with a disability under this rule if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

(a) Basis of knowledge. A school district is deemed to have knowledge that a student is a student with a disability if:

1. The parent/guardian has expressed concern in writing to supervisory or administrative personnel of the appropriate school district, or a teacher of the student, that the student needs special education and related services;
2. The parent/guardian has requested an evaluation to determine whether the student is in need of special education and related services; or
3. The teacher of the student, or other school district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school district's special education director or to other supervisory school district personnel.

(b) Exception. A school district would not be deemed to have knowledge of a disability under paragraph (a) if:

1. The parent/guardian of the student has not allowed an evaluation pursuant to Rules 6A-6.03011 through 6A-6.0361, FAC., or has refused special education and related services under Rules 6A6.03011 through 6A-6.0361, FAC.; or
2. The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, FAC., and determined that the student was not a student with a disability.

(c) Conditions that Apply if No Basis of Knowledge.

1. If the school district has no knowledge that the student is a student with a disability prior to disciplinary action, the student may be disciplined in the same manner as a student without a disability who engages in comparable behaviors.
2. If an evaluation request is made for the student during the time period of the disciplinary action, the evaluation must be conducted in an expedited manner. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents/guardians, the school district shall provide special education and related services consistent with the requirements of this rule.

(11) Nothing in this rule prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a student with a disability.

(12) Student Records in Disciplinary Procedures. School districts shall ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of Section 1002.22, Florida Statutes, and Rule 6A-1.0955, FAC.:

(a) For consideration by the person making the final determination regarding the disciplinary action; and

(b) For consideration by the appropriate authorities to whom school districts report crimes.

(13) Disciplinary Records of Students with Disabilities. School districts shall include in the records of students with disabilities a statement of any current or previous disciplinary action that has been taken against the student and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of non-disabled students.

(a) The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.

(b) If the student transfers from one school to another, the transmission of any of the student's records must include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

(14) The principal may suspend a student with disabilities after preventive measures have been unsuccessful, and/or when an emergency situation requires immediate suspension. Some preventive measures may include the following:

1. specific behavior management system
2. counseling (guidance counselor and/or school psychologist)
3. parent/guardian conference
4. in-school isolation
5. detention

(15) Multiple suspensions, excluding a student from school for more than ten (10) school days is not allowed. If there is a need to suspend the student for more than 10 school days, the principal must request an IEP/accommodation plan review. The staffing committee shall review the student's program and determine if the disability is a precipitating factor of the inappropriate behavior. That decision shall be recorded on the IEP/accommodation plan and that information shall be used to revise the student's IEP/accommodation plan. The decision will be based on one of the following objectives:

1. to reflect the need for the use of suspension as a disciplinary tool or management strategy and/or
2. to modify the educational program and/or
3. to change the educational program and/or
4. to indicate that the exceptionality or disability is not a precipitating factor and that therefore the student is expected to behave in accordance with rules established in the Code of Student Conduct.

(16) If it is determined that the student's conduct is a manifestation of the student's disability an individual educational plan (IEP) or accommodation plan meeting shall be held to determine the adequacy of the current special program and related services. This meeting may occur in conjunction with the staffing meeting or as a separate meeting. Based upon the recommendations of the staffing committee, participants in an IEP/accommodation plan meeting shall consider and make recommendations concerning alternative program options which may include, among others, the following:

1. a change in disciplinary procedures used
2. additional related services
3. increased time in the current special program
4. provision of a special program in another setting
5. involvement with programs funded by other agencies

Any parent/guardian that has concerns about his/her child's behavior or academic performance should submit a written referral to the school's guidance counselor.

APPENDIX A

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.

APPENDIX B GLOSSARY

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

***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 or other deadly weapon (F.S. 812.13(1)&(2)(a)).

***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 (F.S. 806.01(1)(a)-(c)).

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)

BATTERY - the actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual (F.S. 784.03&784.045).

***BATTERY OR AGGRAVATED BATTERY ON A TEACHER OR OTHER SCHOOL PERSONNEL** - A battery or aggravated battery, as defined above, 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.

BULLYING AND HARASSMENT - 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.

CHEMICAL/HAZARDOUS MATERIAL - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s)

CORPORAL PUNISHMENT – Paddling by the principal/designee on the student's buttocks.

***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)).

DUE PROCESS - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. [F.S. 1006.07]

ELECTRIC WEAPON OR DEVICE - any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury (F.S. 790.001(14)).

EXCUSABLE ABSENCE - An absence caused by illness of the student or by serious illness or death in the family. Work missed may be made up by the student.

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 DEVICE, POSSESSION, USE OR SALE OF** - 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, nitroglycerine, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators [F.S. 790.001(5)]. This category does not include Class-C common fireworks.

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.

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

***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.

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

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

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

***HOMICIDE** (murder, manslaughter) - Murder--the unlawful killing of a human being (F.S. 782.04); and manslaughter--the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification (F.S. 782.07).

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

***KIDNAPPING OR ABDUCTION** - Forcibly, secretly, or by threat confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to: (1) hold for ransom or reward or as a shield or hostage; (2) commit or facilitate commission of any felony; (3) inflict bodily harm upon or to terrorize the victim or another person; and (4) interfere with the performance of any governmental or political function (F.S. 787.01(1)(a)1-4).

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.

PROHIBITED ITEMS - An item prevented by law or by an order.

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.

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.

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.

WEAPON - A weapon may be, but is not limited to, any firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, 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.

GADSDEN COUNTY SCHOOLS

**POSITIVE STUDENT MANAGEMENT
DISCIPLINE PLAN**

2009-2010
~~2008-2009~~

POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN
2009-2010
~~2008-2009~~
GADSDEN COUNTY SCHOOL DISTRICT

PREFACE	41
PHILOSOPHY – EXPECTATIONS	42
DISCIPLINARY PROCEDURES FOR ELEMENTARY SCHOOLS	44
Level One Infractions	
Level One Procedures and Related Consequences	
LEVEL ONE PRE-REFERRAL PACKET	
Guidelines and Procedures for Effective Implementation	
Letter to Parents/guardians	
Referral to Guidance Counselor	
Pre-Referral Form	
Level Two Infractions and Related Consequences	
Level Three Infractions and Related Consequences	
Level Four Infractions	
DISCIPLINARY PROCEDURES FOR SECONDARY SCHOOLS	52
Minor Offenses	
Intermediate Offenses	
Major Offenses	
COMPONENTS OF ELEMENTARY AND SECONDARY SCHOOLS	56
Bus Offenses	
Zero Tolerance Offenses	
Student Dress Code	
TEACHER DOCUMENTATION FORMS	59
Classroom Behavior Management Form	
Document Needed to Process Referral	
Discipline Incident Form	
Student Discipline Referral Terminology	62
Letter of Acknowledgment for Students	68
Letter of Acknowledgment for Parents/guardians	69

PREFACE

The district and its partners recognize the need for consistency of discipline between elementary and secondary schools. Regardless of where students attend school in the Gadsden County Public School District, we will adhere to the Gadsden County Positive Student Management Discipline Plan for their grade level. There are many factors that contribute to discipline problems in schools; nevertheless, the fact remains that schools have a responsibility to encourage, promote, and maintain an effective system of discipline.

Therefore, the Gadsden County Public School District is committed to be consistent, fair, and firm in practices as it resolves conflicts, modifies undesirable behaviors, and creates and maintains a safe and healthy environment in each school.

Though this document is a vehicle for effective disciplinary actions for all students, it does not supersede nor change in any manner the Gadsden County Code of Student Conduct.

PHILOSOPHY AND EXPECTATIONS

The Gadsden County School District believes that everyone has the right and responsibility to achieve at his or her educational best. To make this happen, everyone needs a safe and positive environment in which to learn. Therefore, the district vows to be the best that it can be and pledges to:

*Honor individual differences

*Clearly define the things that are expected from everyone.

*Hold each person accountable for his or her own behaviors.

Gadsden County Positive Student Management Discipline Plan Expectations

Students Are Expected To:

- Show respect through actions and words
- Refrain from using profanity
- Be on time to school and to classes
- Get along with others
- Complete assignments
- Perform at their highest level of achievement
- Take care of school property
- Request permission to use other's property
- Follow safety rules
- Bring necessary supplies and materials to class
- Follow the dress code (**SEE ELEMENTARY & SECONDARY COMPONENT**)
- Be honest
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Teachers Are Expected To:

- Be firm, fair, and consistent in all situations
- Maintain a positive classroom environment
- Provide for a safe environment
- Work with and support others
- Communicate with families
- Be good role models for students and colleagues
- Value individual opinions and ideas
- Teach innovative and challenging lessons
- Provide for individual differences
- Be punctual to work, classes, and other functions
- Assume the responsibility for correcting undesirable behaviors and protecting students
- Support decisions made by administrators and peers
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Administrators Are Expected To:

- Follow through and follow up on decisions
- Communicate openly and effectively with teachers and all stakeholders
- Gather input from all sources for effective decision making
- Encourage family support and participation
- Promote teacher creativity
- Provide for a safe environment
- Be good role models for students and all employees
- Be strong, supportive administrators and instructional leaders
- Communicate positive expectations for teachers, students, and other stakeholders
- Assume the responsibility of correcting undesirable behaviors and protecting students
- Value individual opinions and ideas
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

School Support Staff Is Expected To:

- Provide and maintain a safe, clean and healthy environment
- Be good role models for students and colleagues
- Work with and support others
- Value individual opinions and ideas
- Maintain a positive environment
- Assume responsibility for correcting undesirable behaviors and protecting students
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Parents/guardians Are Expected To:

- Send students to school nourished, rested, and ready to learn
- Be active participants in their children's education
- Be good role models for their children
- Communicate frequently with school personnel
- Support school personnel
- Reinforce the fact that their children are accountable for their own actions
- Get involved in school activities
- Get their children to school daily and on time
- Assume responsibility for their children's before and after school care
- Admonish their children to leave all beepers, cellular phones, headsets, and any other non-essential items at home
- Value individual opinions and ideas
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

District Support Staff Is Expected To:

- Provide clear guidelines for implementing district policies
- Enforce district policies with uniformity and consistency
- Understand and support differences among schools
- Participate in school activities
- Value individual opinions and ideas
- Be good role models for students and all employees
- Assume the responsibility of correcting undesirable behaviors and protecting students
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

ELEMENTARY SCHOOLS

Grades K-5

[Pre-K discipline will be followed according to the District Code of Student Conduct.]

Discipline Guidelines and Procedures

LEVEL ONE INFRACTIONS

RESPONSIBILITY ISSUES

- Chewing gum, food, drinks, etc. during class
- Being unprepared for class (text, paper, pencil, assignments, etc.)
- Possessing items that are against school rules (hats, walkmans, toys, basketballs, chains, etc.)
- Dressing in opposition to the dress code (**SEE DRESS CODE COMPONENT**)
- Refusing to do class work
- Behaving inappropriately in the cafeteria
- Running on campus (includes tumbling)
- Sleeping in class
- Disrupting the class by way of any other minor offense

RESPECT ISSUES

- Disturbing the class (e.g., talking loud, getting out of seat without permission, laughing or talking at inappropriate times, minor physical play where no one is hurt)
- Using offensive language in general conversation with peers (includes name calling)
- Damaging school property: student-correctable (e.g., writing on wall, desk, etc.)
- Disobeying the school patrol
- Disrespecting others
- Bringing community problems to school
- Displaying intimate attention in public

TARDY POLICY

- When a student accumulates 3 or more unexcused tardies to class or school, the teacher will hold a conference with the student.
- On the 3rd unexcused tardy, the teacher will contact the parent/guardian by letter or by telephone.
-

DRESS CODE

- **SEE ELEMENTARY AND SECONDARY COMPONENTS**

LEVEL ONE PROCEDURES AND RELATED CONSEQUENCES

STEP I

- The teacher will privately issue verbal reprimand and discuss the problem with the student.
- The teacher will collect items from the student and will return them at the end of the day or when the parent/guardian collects them.

STEP II

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL ONE INFRACTION:

- The teacher **MUST** contact the parent/guardian.
 - 1 This could include, but is not limited to, a phone call, and/or a letter of misconduct with required parent/guardian signature to be returned
 - 2 With bus issues, refer to **BUS OFFENSES COMPONENT**.

STEP III

IF STUDENT BEHAVIOR RESULTS IN ONE OR MORE SUBSEQUENT LEVEL ONE INFRACTIONS:

- The teacher assigns related consequences. These could include, but are not limited to:
 - Lunch detentions
 - Work in buddy teacher room
 - Behavioral contracts (attach)
 - Additional parent/guardian contact
 - Teacher selected interventions

STEP IV

IF STUDENT BEHAVIOR HAS NOT IMPROVED AS A RESULT OF THE ABOVE INTERVENTIONS:

- The teacher will then submit a **referral** to the guidance counselor to seek assistance in resolving the behavior issues with the student. (SEE LEVEL ONE PRE-REFERRAL PACKET))

STEP V

IF, FOLLOWING THE COUNSELING SESSION, STUDENT BEHAVIOR HAS NOT IMPROVED:

- The student is considered to be in defiance of school rules/expectations (**Level Two Infractions**).
- A referral to the administrator is written on a **Pre-Referral Form**.
- The teacher must describe the infraction/offense and give a summary of conditions preceding the events.

This information is critical to an administrator for his/her communication with parents/guardians and assignment of **Level Two Consequences** that do not replicate consequences already used by the teacher, counselor, and/or administrator.

ELEMENTARY SCHOOL

LEVEL ONE PRE-REFERRAL PACKET

GUIDELINES AND PROCEDURES FOR EFFECTIVE IMPLEMENTATION

WHEN A STUDENT HAS COMMITTED LEVEL ONE INFRACTIONS:

- Please be thorough and consistent in documenting the offense and the type of intervention that was implemented.
- Please use the proper forms to document what has taken place.
- Remember that parent/guardian contact makes the entire process more effective.

IF INAPPROPRIATE BEHAVIOR HAS NOT CEASED AFTER 3 LEVEL ONE INFRACTIONS, PARENT/GUARDIAN CONTACT, AND COUNSELING:

- Complete a **Discipline Incident Form** and send the student with a completed **Pre-Referral Packet** and the referral to an administrator's office.

EXHIBITING CONSISTENT ADHERENCE TO THE PROCEDURES AND GUIDELINES AS OUTLINED IN THE DISCIPLINE PLAN ENSURES A SUCCESSFUL AND WHOLESOME SCHOOL YEAR.

**CLASSROOM BEHAVIOR MANAGEMENT FORM FOR
MINOR OFFENSES IN ELEMENTARY SCHOOLS**

STUDENT _____ **I.D.** _____ **DATE** _____
TEACHER _____ **SUBJECT** _____ **PERIOD** _____

CIRCLE IF APPLICABLE TO STUDENT: ESE ESOL

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

Teacher Signature

Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
(DATE) (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. [Send this form and the student to the office.]

Date/Time Student Sent

Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

Date: _____

Dear Parent/Guardian:

I am writing to you because I have been unable to reach you by phone. It is important that I advise you of _____'s behavior in my class. It has been less than satisfactory for the following reason/s:

Because I strive to guarantee your child and all the students in my classroom the excellent learning climate they deserve, I will not tolerate any student who interferes with my ability to teach or the student's ability to learn. Please discuss the importance of this matter with your child.

I believe it is in your child's best interest that we work together cooperatively to enhance his/her education. If you have any questions or comments, please contact me at school.

Sincerely,

Teacher _____
School's Phone Number _____
Best time to call _____

Please sign this form and **RETURN TO ME** the next school day.

PARENT/GUARDIAN'S COMMENTS:

Parent/Guardian's Signature

Date

LEVEL TWO INFRACTIONS

- Skipping class/school
- Participating in physical play or altercation (when possible injury could occur)
- Directing profane or abusive language towards an adult
- Defying the observance of school rules/expectations
- Damaging school property (non-correctable)
- Exhibiting threatening or extremely defiant behavior or language towards another student
- Behaving in the manner that constitutes sexual harassment
- Throwing or propelling objects
- Spitting intentionally
- Repeating Level I Infractions

LEVEL TWO PROCEDURES AND RELATED CONSEQUENCES

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL TWO INFRACTION:

- The teacher will complete a **Discipline Incident Form**, and the student will be referred to an administrator.
- The teacher will notify an administrator **immediately** if a student's behavior becomes so defiant that the teacher is unable to conduct class.

ACTIONS TO BE TAKEN BY ADMINISTRATORS

1st REFERRAL

- An administrator contacts the parent/guardian **AND** administers his/her choice of one or more of the following:
 1. Require restitution
 2. Withdrawal of privileges
 3. Bag lunch detention
 4. Specific period(s) of internal suspension
 5. After school detention
 6. Supervised work detail
 7. Conflict resolution session
 8. Recommendation for Guidance Counseling Intervention
 9. Consideration for possible external suspension
 10. Parent/Guardian conference
 11. Student Study Team Intervention
- An administrator warns the student/parent/guardian of the consequences of the second offense.

2nd REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more consequences from **1st Referral Consequences** with possible increase in length of consequences.
- An administrator warns the student/parent/guardian of the consequences of the third offense.

3rd REFERRAL

An administrator holds a conference with the parent/guardian and recommends/assigns external suspension.

LEVEL THREE INFRACTIONS

Stealing

Behaving in the manner that constitutes sexual misconduct

- Leaving school campus without permission
- Repeating a Level II Infraction

LEVEL THREE PROCEDURES AND RELATED CONSEQUENCES

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL THREE INFRACTION:

- The teacher will complete a **Discipline Incident Form**, and the student will be referred to an administrator.
- The teacher will notify an administrator **immediately** if a student's behavior becomes so defiant that the teacher is unable to conduct class.

ACTIONS TO BE TAKEN BY ADMINISTRATORS

1st REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more of the following:
 1. Require restitution
 2. Withdrawal of privileges
 3. Bag lunch detention
 4. Specific period(s) of internal suspension
 5. After school detention
 6. Supervised work detail
 7. Conflict resolution session
 8. Recommendation for Guidance Counseling Intervention
 9. Consideration for possible external suspension
 10. Parent/Guardian conference
 11. Student Study Team

- An administrator warns the student/parent/guardian of the consequences of the second offense.

2nd REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more consequences from **1st Referral Consequences** with possible increase in length of consequences.
- An administrator warns the student/parent/guardian of the consequences of the third offense.

3rd REFERRAL

- An administrator holds a conference with the parent/guardian and recommends/assigns external suspension.

LEVEL FOUR INFRACTIONS

ZERO TOLERANCE INFRACTIONS

- **REFER TO THE GADSDEN COUNTY SCHOOL DISTRICT CODE OF STUDENT CONDUCT.**

SECONDARY SCHOOLS

Grades 6 – 12

Discipline Guidelines and Procedures

CLASS I	MINOR OFFENSES
---------	----------------

*Document All Actions Taken in Class I on the Classroom Behavior Management Form

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

Actions To Be Taken By Teachers

1st Offense

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

2nd Offense

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

3rd Offense

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

4th Offense

ACTIONS TO BE TAKEN BY ADMINISTRATORS

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

CLASS II	INTERMEDIATE OFFENSES
-----------------	------------------------------

- Repeating classroom disruptions
- Failing to serve detention or other disciplinary interventions
- Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
- Throwing food or drinks in cafeteria
- Loitering in an unauthorized location
- Using obscene or profane language or gestures
- Possessing or using tobacco products
- Cheating, plagiarism, abuse of technology, or forgery
- Skipping class/Leaving class/leaving school campus without permission
- Throwing or propelling objects or spitting
- Intimidating or harassing another student
- Dressing in opposition to the dress code
- Repeating Class I offenses

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.

- 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

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.

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.

CLASS III	GROUP B	MAJOR OFFENSES
------------------	----------------	-----------------------

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

Actions To Be Taken By Administrators

1st Offense

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

2nd Offense

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

CLASS III	GROUP C	MAJOR OFFENSES
------------------	----------------	-----------------------

ZERO TOLERANCE OFFENSES

- **REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.**

COMPONENTS OF ELEMENTARY AND SECONDARY SCHOOLS

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

ZERO TOLERANCE OFFENSES

Refer to the Gadsden County School District Code of Student Conduct.

STUDENT DRESS CODE

In adherence to the Gadsden County School Board's policy concerning students' dress, this Positive Student Management Discipline Plan acknowledges these guidelines and the importance of students' attire. Students' clothing should be appropriate for the occasion, in good taste, and in good condition. While the administration recognizes the individuality of each student and does not wish to stifle individual taste, consideration must be given to the primary reason for school attendance – academic excellence.

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

APPROPRIATE ATTIRE

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

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

* 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.

STUDENTS FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:

- Parents/guardians will be called and informed to bring student appropriate attire.
- Students will be sent home to change clothes and return to school promptly.
- Parents/guardians must make arrangement to pick student up from school for the remainder of the day.
- Student will be placed in ISS until the end of the day.

SPECIAL NOTE: Class work missed due to the wearing of inappropriate clothing will not be made up.

**CLASSROOM BEHAVIOR MANAGEMENT FORM FOR
MINOR OFFENSES IN SECONDARY SCHOOLS**

STUDENT _____ **I.D.** _____ **DATE** _____
TEACHER _____ **SUBJECT** _____ **PERIOD** _____

CIRCLE IF APPLICABLE TO STUDENT: ESE ESOL

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

Teacher Signature

Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
(DATE) (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. [Send this form and the student to the office.]

Date/Time Student Sent

Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

**DOCUMENTATION NEEDED TO PROCESS STUDENT
REFERRALS FOR ELEMENTARY SCHOOLS**

FROM THE OFFICE OF ADMINISTRATION

DATE: _____

TO: _____

CHECK ONE

- Documentation Needed (**see response below**)
- Recommendation Issued (**see response below**)

Send a **completed** Pre-Referral Form

Handle the disciplinary action at grade level.

Send **Level One** documentation forms with the referral.

Send a **completed** Guidance Referral Form.

Need additional information

____ Other

Thank you,

**DOCUMENTATION NEEDED TO PROCESS STUDENT
REFERRALS FOR SECONDARY SCHOOLS**

FROM THE OFFICE OF ADMINISTRATION

DATE: _____

TO: _____

CHECK ONE

- Documentation Needed (**see response below**)
- Recommendation Issued (**see response below**)

Send a **completed** Classroom Behavior Management Form

Handle the disciplinary action at grade level.

Send **Class I** documentation forms with the referral.

Need additional information

____ Other

Thank you,

**GLOSSARY OF
STUDENT DISCIPLINE REFERRAL TERMINOLOGY**

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

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 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 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

Bully - a person who uses power (physical, verbal, or psychological) in a willful manner with the aim of hurting another individual repeatedly

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

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

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

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

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

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

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

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

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

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

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

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)

Tardiness, Habitual - consistently late to class or school

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

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

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

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

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

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/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.

**LETTER OF ACKNOWLEDGMENT
FOR STUDENTS**

PLEASE SIGN THIS FORM AND RETURN IT TO THE OFFICE OF THE PRINCIPAL.

FOR STUDENTS

I have received a general overview and specific instructions on the contents of the Gadsden County School Board's Code of Student Conduct and the Gadsden Positive Student Management Discipline Plan.

I understand that if I commit or cause any criminal act using any wireless communication device while on school grounds or at any school function, I am subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

Signature of Student

Date

School

[If student is in a primary program and is unable to write his/her name, the teacher may sign the student's name and must initial his/her (the teacher) name.]

**LETTER OF ACKNOWLEDGMENT
FOR PARENTS/GUARDIANS/GUARDIANS**

PLEASE SIGN THIS FORM AND RETURN IT TO THE OFFICE OF THE PRINCIPAL.

FOR PARENTS/GUARDIANS/GUARDIANS

I have received a copy of the Gadsden County School Board's Code of Student Conduct and the Gadsden Positive Student Management Discipline Plan.

I understand that if my child commits or causes any criminal act using any wireless communication device while on school grounds or at any school function, he/she may be subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

Signature of Parent/Guardian

Date

Student's Name

Gadsden County Public Schools
2009-2010 Student Calendar (180 days)

August 2009

24 1st day of school for students

September 2009

7 Labor Day

October 2009

22 End 1st grading period

23 Student Holiday

26 Begin 2nd grading period

November 2009

11 Veterans Day observed

20 Student holiday

25-27 Thanksgiving holidays

December 2009

18-22 High school Semester Exams
Early dismissal

22 End 1st semester (80 days)
End 2nd grading period

23-31 Winter Break

January 2010

1 New Years Day

4-5 Winter Break continued

6 Students return
Begin 3rd grading period

18 Martin L King Day

February 2010

9-12 FCAT Writing (Grades 4, 8 & 10)

15 Student Holiday

March 2010

9-19 FCAT SSS / Retakes

26 End 3rd grading period

29-31 Spring Break

April 2010

1-2 Spring Break (continued)

5 Begin 4th grading period

13-14 SAT-10

May 2010

31 Memorial Day

June 2010

2-4 High School Final Exams
Early Dismissal

4 Last day of school (100 days)

