

AGENDA

REGULAR SCHOOL BOARD MEETING

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

December 15, 2020

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

ITEMS FOR CONSENT

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

- a. November 17, 2020, 4:30 p.m. – School Board Organization Meeting
- b. November 17, 2020, 5:00 p.m. - School Board Workshop
- c. November 17, 2020, 6:00 p.m. – Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Personnel 2020 – 2021

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Board Approval of Contract with the Gadsden County Sheriff's Office
SEE PAGE #6

Fund Source: General Fund 1100 Fund – Safe Schools Allocation
Amount: Estimated \$356,400.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Memorandum of Understanding between Gadsden County School Board and North Florida Medical Centers, Inc. (NFMC) – **SEE PAGE #14**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Memorandum of Understanding between Mildred Toliver, School Turnaround at The Rensselaerville Institute, Inc. and the School Board of Gadsden County **SEE PAGE #18**

Fund Source: Kellogg Foundation
Amount: \$200,000.00

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. Florida Building Code – 7th Edition – **SEE PAGE #29**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Request for Approval of FY 2020-2021 State Requirements for Educational Facilities (SREF) Inspection Reports for Fire Safety, Casualty Safety and Sanitation – **SEE PAGE #32**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Purchase Order Requests Regarding new Walk-in Cooler and Freezer at the western end of the Warehouse at 203-B Martin Luther King, Jr. Blvd. **SEE PAGE #60**

Fund Source: Immediate Aid to Restart School Operations (2019) Hurricane Michael Project # 200-1050A-0C001
Amount: \$719,473.55

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

- a. School Field Trip Request (Out-of-State) – Gadsden County High School **SEE PAGE #97**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

a. Adoption/Approval of Policy Revisions – **SEE PAGE #106**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

11. FACILITIES UPDATE

12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

13. SCHOOL BOARD REQUESTS AND CONCERNS

14. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY



35 Martin Luther King, Jr. Blvd
 Quincy, Florida 32351
 Main: (850) 627-9651 or Fax: (850) 627-2760
 www.gcps.k12.fl.us

Elijah Key
Superintendent
 keye@gcpsmail.com

"Putting Children First"

December 15, 2020

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

Dear School Board Members:

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

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

The following reflects the total number of full-time employees in this school district for the 2020-2021 school term, as of December 15, 2020.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees December 2020</u>
Classroom Teachers and Other Certified	120 & 130	362.00
Administrators	110	54.00
Non-Instructional	150, 160, & 170	381.00
		<u>797.00</u>

Sincerely,

Elijah Key, Jr.
 Superintendent of Schools

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

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

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

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

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

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

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Campbell, Cedrick	WGMS	Teacher	11/12/2020
Chambers, Janecia	JASMS	Teacher	11/13/2020
Harley, Angelina	GEMS	Teacher	11/16/2020
Hubbard, Kenneth	JASMS	Teacher	11/13/2020

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jordan, Linda	SSES	Education Paraprofessional	11/30/2020
Lawrence, Lillie	WGMS	Education Paaraprofessional	11/12/2020
Lee, Keyondio	Bilingual Education	Clinical Social Worker	11/30/2020
Morales Arias, Alondria	Bilingual Education	Social Morker MSW	11/16/2020
Smith, Tasandre	Maintenance	Groundskeeper	11/30/2020
Watson, Deondra	Headstart/PreK	HIPPY Coordinator	11/30/2020

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

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Holloman, Annie	Transportation	Bus Aide	11/19/2020
Leland, Latara	JASMS	Teacher	12/15/2020

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Davis, Javad	SSES/Teacher	GBES/Teacher	11/30/2020
Evans, Maurnicia	GWM/School Safety Guardian	CES/School Safety Guardian	12/01/2020
Griffin, Ashley	HMS/Teacher	Headstart/Teacher	11/16/2020
Yon, K'Dentris	GTI/School Safety Guardian	GWM/School Safety Guardian	12/01/2020

TERMINATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Date</u>
Easley, Ny'Tasha	GCHS	Teacher	11/18/2020

SUBSTITUTE

BUS DRIVER

Milton, Roger

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: December 15, 2020

TITLE OF AGENDA ITEMS: Board Approval of Contract with the Gadsden County Sheriff's Office

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for a contract with the Gadsden County Sheriff's Office to provide 5 School Resource Officers for the 2020-2021 school year. The total Safe Schools Allocation in the FEFP Second Allocation is \$523,582.00 from which the Guardians are also paid. Payment to the Sheriff's Office is based on actual timesheets.

FUND SOURCE: General Fund 1100 Fund – Safe Schools Allocation

AMOUNT: Estimated \$356,400.00

PREPARED BY: Matthew Bryant and Bonnie Wood

POSITION: Safety, Investigations, and Inventory Control Coordinator and Finance Director

**2020-2021 SCHOOL RESOURCE DEPUTY PROGRAM AGREEMENT
BETWEEN THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
AND THE GADSDEN COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made by and between the School Board of Gadsden County, Florida (Hereinafter referred to as the BOARD) and Morris A. Young, as Sheriff of Gadsden County, Florida, a County Constitutional Officer of the State of Florida, on behalf of that law enforcement agency commonly known as the Gadsden County Sheriff's Office (hereinafter referred to as the SHERIFF).

WHEREAS, the board desires to have a deputy sheriff assigned to schools within Gadsden County, Florida and each deputy shall be known as a School Resource Deputy (hereinafter referred to as SRD);

WHEREAS, the SHERIFF agrees to provide deputy sheriffs in schools within Gadsden County, Florida to service as SRD's:

NOW THEREFORE, in consideration of the mutual promise to the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other as follows:

SECTION ONE: TERM

1.1 The term of this Agreement shall commence on the 31st day of August 2020 and end on the 29th day of May 2020 for a total of 180 school days. Services must be provided by the SHERIFF for each of the 180 days school is in session.

SECTION TWO: SCOPE OF SERVICE BOARD

2.1 For the 2020 – 2021 school year, the Board will pay for: Five (5) School Resource Deputies at \$45.00 per hour for 8 hours per day for 174 days and 4 hours per day for the 6 days of early release for students.

Actual payment will be based on monthly time and attendance sheets submitted by the 10th days of the month following services. Invoices, after being approved, will require a minimum of seven days to be processed for payment. Payment is contingent upon services being rendered.

2.2 The BOARD agrees to provide SRD of each assigned school the following materials and facilities which are deemed necessary for the performance of the SRD's duties:

2.3 Access to an air-conditioned and properly lighted office. This office shall contain a telephone, computer, School District assigned email address and internet access, which may be used in accordance with the Gadsden County School Boards Policy.

2.4 A desk with drawers, an office chair, workable locking filing cabinet and office supplies.

2.5 A location within the office for files and records, which can be properly locked and secured.

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_____ (MAY)

2.6 The school principal (or his/her designee) acting as the designee of the BOARD agrees to notify the SRD and/or Gadsden County Sheriff's Office as soon as possible should any other law enforcement agency take action on a school campus.

SECTION THREE: SCOPE OF SERVICE – SHERIFF

3.1 The SHERIFF agrees to assign a Deputy Sheriff for a total for five (5) to the following schools to perform duties as a SRD:

- 3.1.1 Havana Magnet School Grades Pre-K – 8
- 3.1.2 West Gadsden Middle School Grades 4-8
- 3.1.3 James A. Shanks Middle School Grades 4-8
- 3.1.4 Gadsden County High School Grades 9-12
- 3.1.5 Carter-Parramore Academy Grades 4-12

3.5 The SHERIFF agrees to produce a monthly Report of Services and Criminal Incidents concerning all school related functions.

SECTION FOUR: REGULAR DUTY HOURS OF THE SRD

4.1 SRD's will report to their assigned school thirty (30) minutes before school starts and remain thirty (30) minutes after school ends.

4.2 Any SRD may be temporarily reassigned by the SHERIFF during school holidays and vacations.

4.3 Each SRD will be permitted to travel to off-campus based programs that are a port of school activities at the request of the principal, or with the consent of the SHERIFF or his designee for educational purposes.

4.4 Each SRD shall record his/her time and submit the same to the school principal weekly. The Board shall be charged only for the time the SRD is on campus or performing school or Board related functions or activities.

SECTION FIVE: INSTRUCTIONAL DUTIES OF THE SRD

5.1 The SRD shall act as an instructor for specialized short-term programs at all schools when requested by the principal or faculty.

SECTION SIX: MISCELLANEOUS DUTIES OF THE SRD

6.1 The SRD shall coordinate his/her activities with the principal and staff members. The SRD will seek permission, advice, and guidance prior to enacting any program within the school.

6.2 The SRD shall present various subjects to students; such subjects shall include but not limited to a basic understanding of the law, the role of a law enforcement Deputy, and

his/her duties. A program evaluation form will be distributed to random students and teachers after each session by the SRD. The SRD Unit will keep this information on file yearly.

- 6.3 The SRD shall encourage individual and small group discussions with students. These discussions will be based upon material presented in class, which should help establish rapport with students.
- 6.4 The SRD shall attend parent/faculty meetings to solicit support and understanding of the SRD program when requested by the principal.
- 6.5 The SRD shall be available for conferences with students, parents, and faculty members when requested.
- 6.6 The SRD shall become familiar with all community agencies, which offer assistance to youth and their families.
- 6.7 The SRD shall assist the principal in developing school safety plans and strategies in an attempt to prevent and/or minimize hazardous/dangerous situations.
- 6.8 Should it become necessary to conduct formal interviews with the student, the SRD shall inform the principal or his/her designees, adhere to Gadsden County Sheriff's Office (GCSO) policy, as well as legal requirements with regard to such interviews.
- 6.9 The SRD shall take law enforcement action as requested. The SRD shall advise the principal of his/her designee of such action as soon possible. The SRD shall take appropriate law enforcement action against intruders and unwelcomed guest who may appear at the school and related school functions.
- 6.10 The SRD shall give assistance to other law enforcement officers in matters regarding his or her School assignment whenever necessary.
- 6.11 The School Resource Deputy Unit shall maintain detailed and accurate records of the School Resource Deputy Program. A bi-weekly report will be provided to the District School Superintendent or his designee.
- 6.12 The SRD shall not act as a school disciplinarian. School personnel shall handle school discipline.

If the incident is a criminal violation, the SRD will determine whether law enforcement action is appropriate. SRD's are not to be used for regularly assigned lunchroom and bus duties, hall monitors, or other monitoring duties. If there is a problem area, the SRD shall assist the school until school personnel resolve the problem

- 6.13 In case of contested expulsion, the Sheriff's Office will provide case information and/or testimony to the Superintendent, or his designee, provided the case is not a pending criminal investigation. In pending criminal cases, the State Attorney or his designee must

first approve the hearing. SRD's shall be subpoenaed at least five (5) working days prior to the hearing except in emergency situations.

- 6.14 The SRD will deliver expulsion documents and other legal documents to parents, students, victims and witnesses.

SECTION SEVEN: EXTRA CURRICULAR ACTIVITIES AND SCHOOL FUNCTIONS

- 7.1 Upon request of the principal, or his/her designee, and approval of the SRD Supervisor, a SRD may accompany any school-affiliated group to events outside Gadsden County. The payment for the SRD shall be based on a flat rate of \$180.00. All home games or activities will be based on a rate of \$45.00 per hour. The school requesting the SRD's services will be obligated for payment.
- 7.2 The School shall give at least five (5) working days' notice prior to an event they wish the SRD to work.
- 7.3 Any other functions that are of a school nature (carnivals, dances, dramas, etc.) where a SRD is requested to work, the SRD shall be paid an hourly rate of \$45.00 by the school of the sponsoring group. A minimum of two (2) SRD's shall be at each event, unless the SRD or his/her supervisors determine two (2) are unnecessary or there is a need for additional SRD's.
- 7.4 All required payments for extra-curricular and/or athletic events as herein described shall be based on a three (3) hour minimum. Payments shall be made directly to the SRD assigned and shall be remitted to the SRD within fourteen (14) days of the event worked.

SECTION EIGHT: EMPLOYMENT OF SRD

- 8.1 The parties agree that SRD's are employees of the SHERIFF and are not employees of the BOARD. The parties also agree that SRD's are deputy sheriffs who shall uphold the law under the direct supervision and control of the SHERIFF. SRD's shall remain responsible to the chain of command of the Gadsden County Sheriff's Office.
- 8.2 The parties agree that nothing in this Agreement is intended to, or not shall be construed to, create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing the BOARD to exercise control of direction over the manner or method by which the SHERIFF, his employees, agents, assignees perform hereunder.
- 8.3 The SHERIFF shall be solely responsible for recruiting, interviewing, and evaluating deputy sheriffs for the position of SRD. SRD's shall serve the pleasure of the SHERIFF. The school Superintendent shall have meaningful input with respect to the assignment of a deputy sheriff to a school as a SRD.
- 8.4 Notwithstanding any other provisions contained within this Agreement, the BOARD acknowledges and agrees that should the SHERIFF determine that a SRD is needed to resolve a law enforcement emergency somewhere other than the school where the SRD is

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assigned, the SHERIFF retains the authority and the right to utilize the SRD for the law enforcement emergency on a temporary basis. Such temporary utilization shall not affect Section 2.1 of this Agreement.

SECTION NINE: REASSIGNMENT OF SRD

- 9.1 In the event the principal of the school to which the SRD is assigned feels that the particular SRD is not effectively performing his/her duties and the responsibilities, the principal shall state the reasons in writing to the Superintendent or his designee. Within reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the Sheriff or his designee of the principal's concerns. If the Sheriff so desires, the Superintendent and the Sheriff, or their designees, shall meet with the SRD and principal to mediate or resolve any problems of the school which the SRD is assigned. If, within a reasonable amount of time after commencement of such mediation the problem, cannot be resolved or mediated, then the SRD shall be reassigned from the SRD program at the school and a replacement shall be obtained.
- 9.2 The SHERIFF retains the express right to reassign or dismiss a SRD based upon a violation of the Sheriff's Rules, Regulations and/or General Orders.
- 9.3 In the event of title reassignment, resignation, or dismissal of a SRD. Or in the case of absences by a SRD, the SHERIFF agrees to provide a temporary replacement for the SRD as soon as possible and within thirty (30) school days of receiving notice of such reassignment, resignation, dismissal, or absence a replacement will be assigned.

SECTION TEN: INDEMNIFICATION AND HOLD HARMLESS

- 10.1 The BOARD and SHERIFF acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office of employment. The BOARD and SHERIFF agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.
- 10.2 The SHERIFF shall have no obligation to provide legal counsel or a legal defense to the BOARD in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against the BOARD as a result of or relating to either parties duties, obligations and performance pursuant to this Agreement. The SHERIFF has no obligation for the payment of any judgment or the settlement of any

claims made against the BOARD as a result of or relating to the parties obligations, duties and performance pursuant to this Agreement.

SECTION ELEVEN: MISCELLANEOUS PROVISIONS

- 11.1 The parties their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the SHERIFF or their designees.
- 11.2 This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or very the terms of this document shall be binding unless hereafter made in writing and signed by both parties.
- 11.3 A waiver by either party of a breach breech or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.4 In the event any provision of this Agreement is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof, shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 11.5 The performance of either party of any of the obligations under this Agreement, shall be subject to the contingent upon, the availability of funds budgeting and allocated by that party's funding source, or otherwise lawfully expendable for the purpose of this Agreement for the current period.
- 11.6. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.

SECTION TWELVE: PARTIES TO THE AGREEMENT

- 12.1 All reference to the BOARD shall include all members of the School Board of Gadsden County, Florida, the School Superintendent, his employees, agents, and assigns.
- 12.2 All references to the SHERIFF shall mean Sheriff Morris A. Young and/or his designee.

SECTION THIRTEEN: CONTRACT MANAGER

- 13.1 The Contract Manager's for this Agreement shall be as follows and any notices required by this Agreement shall be delivered to the Contract Manager:

August 28, 2020

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_____(SS)

_____(AL)

_____(MAY)

For the SHERIFF:

Financial Management: Katherine Pondexter
Operations: Colonel Bobby Collins
Gadsden County Sheriff's Office
339 East Jefferson Street
Quincy, Florida 32351
850-627-9233

For the BOARD:

Finance Director: Bonnie Wood
Operations: Matthew Bryant Jr.
School Board of Gadsden County, Florida
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351
850-627-9651

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this Agreement to be executed by their duly authorized office at Quincy, Gadsden County, Florida.

EFFECTIVE date of this signed Agreement, or no later than August 31, 2020

SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA,

Leroy McMillan, School Board Chairperson

Date

Elijah Key, Superintendent of Schools

Date

GADSDEN COUNTY SHERIFF'S OFFICE

Morris Young, Sheriff of Gadsden County

Date

August 28, 2020

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: December 15, 2020

TITLE OF AGENDA ITEM: Memorandum of Understanding Between Gadsden County School Board and North Florida Medical Centers, Inc. (NFMC)

DIVISION: Administration

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

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

Board Approval is requested for a Memorandum of Understanding with NFMC to provide preventative dental services and sealants for school-aged children in grades PreK – 5th.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Elijah Key

POSITION: Superintendent

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

**Memorandum of Understanding between Gadsden County School Board and North Florida
Medical Centers, Inc.**

This Agreement is made and entered into on December 15, 2020, by North Florida Medical Centers, Inc., a Federally Qualified Health Centers, (hereinafter referred to as "NFMC"), and **The School Board of Gadsden County, Florida**, a government entity, (hereinafter referred to as "School Board"), as follows:

RECITALS

WHEREAS, NFMC is a Florida non-profit organization that qualifies for tax-exempt status under IRS 501(c) (3); and

WHEREAS, NFMC owns and operates a Mobile Dental Clinic in Gadsden County, the purpose of which is to provide preventive dental care which includes exams, cleanings, fluoride treatments and sealants for school-aged children in grades that may include pre-K-5th that attend Gadsden County elementary schools at no cost to parents, guardians or the school board; and

WHEREAS, NFMC desires to coordinate with the School Board for the purpose of providing said dental services to the children attending the Gadsden County School system, whose parents consent to the delivery of said services to their children.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed as follows:

AGREEMENT

(1) This Agreement shall commence on December 15, 2020 and shall terminate on July 10, 2021. Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

(2) The School Board agrees that NFMC shall be permitted to use Mobile Dental Equipment to set up a dental Clinic within Gadsden County elementary schools. The equipment is owned by NFMC and on school property for the purpose of NFMC providing preventive dental care, which includes exams, cleanings, fluoride treatments, and sealants for school-aged children in grades that may include K-5th grade, whose parents have consented in writing to the delivery of said dental services to their children by NFMC at no cost to parents, guardians or the school board.

(3) NFMC represents that it has in effect and agrees that it shall maintain at all times, while this Agreement remains in effect, liability insurance with a minimum limit of no less than \$1,000,000.00. The School Board shall be added as a named insured under such coverage. NFMC will supply a copy of said policy upon a request from the School Board.

(4) NFMC hereby agrees to indemnify, hold harmless, release, acquit, discharge and defend at its sole cost and expense the School Board, its Superintendent, Board Members, employees and agents, or any other person associated with the School Board, their successors and assigns, from and against all claims, costs, losses, damages, obligations, judgements, attorneys' fees and attachments caused by, arising from, or resulting from the operation of NFMC or its employees, contractors, agents or any other individuals acting on behalf of NFMC of the dental equipment and the delivery of dental services to students while on property owned by the School Board, caused by NFMC's negligence.

(5) Pursuant to Florida Statutes Section 1012.465, commonly known as "The Jessica Lunsford Act," any officers, directors, employees, volunteers, providers or agents of NFMC, or any other individuals acting on behalf of NFMC, who are permitted access on school grounds when students are present or who have direct contact with students of Gadsden County schools shall comply with the Jessica Lunsford Act. NFMC will provide the School Board fingerprinting records for all individuals noted above.

(6) The school principal shall have the final decision regarding the scheduling of dental services at the school.

ASSIGNMENT and AMENDMENTS

Neither this Agreement nor any right created hereby shall be assignable by either party without the prior written consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement. This Agreement may be amended or modified at any time and in all respects by written mutual agreement by the parties.

NOTICES

Any notice, communication, request, reply, or advice (hereinafter severally and collectively called "notice") in this Agreement provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same in person to such party. Notice deposited in the mail in the manner hereinabove described shall be effective only if and when received by the parties to be notified at the addresses indicated on the signature page.

PARTIES IN INTEREST

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their successors and assigns.

INTEGRATED AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.

CHOICE OF LAW

It is the intention of the parties that the laws of the State of Florida should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties consent and agree that venue for any legal proceedings arising from the Agreement shall be Leon County, Florida.

ATTORNEYS FEES

The prevailing party to a dispute between or litigation among, any of the parties, if said dispute or litigation relates to this agreement, shall be entitled to reimbursement from the non-prevailing party or parties for such prevailing parties' reasonable costs and expenses, including reasonable attorneys' fees. For purposes of this agreement, the prevailing party shall be deemed to be that party who obtains substantially the results sought, whether by settlement, mediation, arbitration, dismissal or judgment. For purposes of this agreement, the terms reasonable attorneys' fees shall include without limitation the actual attorneys' fees incurred in retaining counsel for advice, negotiations, suit, appeal, or any other legal proceedings, including mediation and arbitration

RECORDS

To the extent that NFMFC meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Provider must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the School Board to perform service.
2. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of NFMFC or keep and maintain public records required by the School Board to perform the service. If NFMFC, transfers all public records to the School Board upon completion of the contract, NFMFC, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NFMFC, keeps and maintains public records upon completion of the contract, NFMFC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement and understanding of the parties on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

This agreement is executed on December 15, 2020.

Signed and executed by:

 Lane M. Lunn President / CEO North Florida Medical Centers, Inc.	
ATTEST:	The School Board of Gadsden County, FL
By: _____ Elijah Key Superintendent	By: _____ Printed Name: Title:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: December 15, 2020

TITLE OF AGENDA ITEM: Memorandum of Understanding between Mildred Toliver, School Turnaround at The Rensselaerville Institute, Inc. and the School Board of Gadsden County

DIVISION: Elementary Education

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

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

The purpose of this agenda item is to request board approval of the Memorandum of Understanding between the School Board of Gadsden County and Mildred Toliver, School Turnaround at The Rensselaerville Institute, Inc. for training the School Principals and teams at Stewart Street Elementary and George W. Munroe Elementary in diagnosing the school, setting targets, and using strategies to create a Turnaround Design that will lead to sustainable school improvement.

FUND SOURCE: Kellogg Foundation

AMOUNT: \$200,000

PREPARED BY: Tammy McGriff Farlin, EdS. 

POSITION: Area Director of Elementary Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3 & 9

CHAIRMAN'S SIGNATURE: page(s) numbered _____



Memorandum of Understanding

Gadsden County Schools

The following details the activities that are agreed to by the parties to this Memorandum of Understanding. The parties to this Memorandum of Understanding are:

1. **Mildred Toliver, School Turnaround at The Rensselaerville Institute, Inc.** with principal offices at Two Oakwood Place, Delmar, NY 12054
2. **Gadsden City Schools** with principal offices at 35 Martin Luther King Blvd, Quincy, FL 32351

Commitment to Services and Activities

The Rensselaerville Institute, Inc. commits to providing the services specified below. The School Principal(s) commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a virtual conference in Fall 2020. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principals.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of virtual site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail, virtual platform or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences as well as Assessment and Learning Conferences in Summer 2021. The School Principal will participate fully and in the entirety of these conferences.

Parties to this MOU agreement are:

1. **School Turnaround at The Rensselaerville Institute, Inc** with principal offices at 750 Delaware Avenue, Suite 3, Delmar, New York 12054
2. **Gadsden County Schools**, with principal offices at 35 Martin Luther King Blvd, Quincy, FL 32351



Scope of Work (hereinafter "SOW")

The included SOW details the anticipated and agreed-upon activities and milestones within the designated timeframe. Changes to the SOW must be agreed to by each party.

Commitments

The Rensselaerville Institute, Inc. commits to:

1. Adhering to all the activities outlined in the MOU and SOW.
2. Developing verifiable turnaround targets with the principal that are agreed upon by all parties herein as defining success of the turnaround partnership (see attached MOU).
3. Providing the services specified in the MOU to achieve turnaround targets.

Gadsden County Schools commits to:

1. Fully supporting the implementation of the actions and timelines specified in the SOW.

To the extent that TRI is provided any confidential student information in order to perform the required services for Gadsden County Schools (including, but necessarily limited to such student data as: student number, student name, students zip codes, free & reduced lunch status, demographic data, subject area academic test scores, in-house and state exam results, attendance, tardy to school, early departure from school, suspension and class removal records, interventions provided to students), TRI specifically understands that any and all such confidential student data is and will be confidential student data which is protected under state and federal laws.

TRI shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA"). Accordingly, neither TRI nor its agents, employees and/or sub- contractors shall or will disclose any of such confidential student data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential student data to any non-designated Gadsden County School employees, agents or contractors.

Designated Gadsden County employees, agents or contractors shall be identified by the Gadsden County Schools Head of School only.

To the extent that TRI receives any confidential employee data or information (i.e. any information contained in any employee confidential personnel file), then neither TRI nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential employee data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential employee data to any non-designated Gadsden County School employees, agents or contractors. Designated GCS employees, agents or contractors shall be identified by the GCS Head of School only.



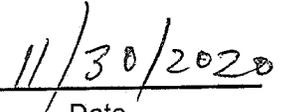
The Rensselaerville Institute, Superintendent and the School agree to the above.

Mildred Toliver, Interim President The Rensselaerville Institute, Inc

Date



School Principal



Date

Superintendent, Gadsden County Schools

Date



Proposed Scope of Work

The following Scope of Work assumes partnership with Kellogg Foundation in support of School Turnaround services

Description	Milestones	Timing	Cost
<p>School Turnaround Core Program:</p> <ul style="list-style-type: none"> • Assignment of a turnaround specialist to partner with the school • Monthly site visits during school year • Virtual classroom training and set up • Monthly collaborative meetings facilitated by ST (combination of on-site and virtual) • Leadership coaching • Professional Development based on teacher needs • Participation in the following conferences (all fees, travel and materials included): • Initial training for principal and two team members in core turnaround strategies and tools and application to the specific needs of the school • Mid-year national conference • Assessment and Learning national conference <p>TRI collaborates with the school to assure that school-based approach to assessment results in daily use of data at the class and student level toward hitting established targets; that the curriculum is effectively developed and utilized to provide appropriate instructional support; and that the school's resources and personnel are aligned to the school's academic targets.</p>	<p>Data supports progress in academic achievement indicators.</p> <p>Quarterly leadership assessments demonstrate progress in turnaround leader behaviors.</p> <p>Leadership and teachers use data daily to inform and improve instruction.</p>	<p>October 2020 – June 2021</p>	<p>75,000 per school</p> <p>150,000 total</p>
<p>Math Literacy K-3</p> <p>Training and implementation of tools to introduce and strengthen math literacy in early grades.</p>	<p>Math Literacy</p>	<p>November 2020-May 2021</p>	<p>23,000</p>
<p>Implicit Bias</p> <p>The purpose of this professional development session is to provide educators with a clear understanding of Implicit Bias and its effect on academic achievement and student/educator</p>	<p>Implicit Bias</p>	<p>January 2021-July 2021</p>	<p>15,000</p>

<p>interactions. This will be a combination of real life examples, activities, research findings and, teacher self-discovery. It is interactive and includes varied approaches. It is designed to be face to face and can be conducted as whole staff (preferred) or small group. This will serve as an introduction to the topic of bias in the schools and will be re-visited with subsequent trainings.</p>			
<p>Community Sparkplugs Community grants to expand and support grassroots efforts that provide meaningful experiences to children. Each grantee will receive \$3000 in funding and technical support to implement their project.</p>		<p>November 2020-July 2021</p>	<p>12,000</p>
Cost Summary			
Phase	Cost		
Core Program (2 schools)	\$150,000		
Math Literacy K-3	\$23,000		
Implicit Bias / Equity Training	\$15,000		
Community Sparkplug	\$12,000		
Total Cost	\$200,000		



Memorandum of Understanding

Gadsden County Schools

The following details the activities that are agreed to by the parties to this Memorandum of Understanding. The parties to this Memorandum of Understanding are:

1. **Mildred Toliver, School Turnaround at The Rensselaerville Institute, Inc.** with principal offices at Two Oakwood Place, Delmar, NY 12054
2. **Gadsden City Schools** with principal offices at 35 Martin Luther King Blvd, Quincy, FL 32351

Commitment to Services and Activities

The Rensselaerville Institute, Inc. commits to providing the services specified below. The School Principal(s) commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a virtual conference in Fall 2020. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principals.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of virtual site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail, virtual platform or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
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The included SOW details the anticipated and agreed-upon activities and milestones within the designated timeframe. Changes to the SOW must be agreed to by each party.

Commitments

The Rensselaerville Institute, Inc. commits to:

1. Adhering to all the activities outlined in the MOU and SOW.
2. Developing verifiable turnaround targets with the principal that are agreed upon by all parties herein as defining success of the turnaround partnership (see attached MOU).
3. Providing the services specified in the MOU to achieve turnaround targets.

Gadsden County Schools commits to:

1. Fully supporting the implementation of the actions and timelines specified in the SOW.

To the extent that TRI is provided any confidential student information in order to perform the required services for Gadsden County Schools (including, but necessarily limited to such student data as: student number, student name, students zip codes, free & reduced lunch status, demographic data, subject area academic test scores, in-house and state exam results, attendance, tardy to school, early departure from school, suspension and class removal records, interventions provided to students), TRI specifically understands that any and all such confidential student data is and will be confidential student data which is protected under state and federal laws.

TRI shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA"). Accordingly, neither TRI nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential student data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential student data to any non-designated Gadsden County School employees, agents or contractors.

Designated Gadsden County employees, agents or contractors shall be identified by the Gadsden County Schools Head of School only.

To the extent that TRI receives any confidential employee data or information (i.e. any information contained in any employee confidential personnel file), then neither TRI nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential employee data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential employee data to any non-designated Gadsden County School employees, agents or contractors. Designated GCS employees, agents or contractors shall be identified by the GCS Head of School only.



The Rensselaerville Institute, Superintendent and the School agree to the above.

Mildred Toliver, Interim President The Rensselaerville Institute, Inc

Date

Lisa Johnson

School Principal

12/02/2020

Date

Superintendent, Gadsden County Schools

Date



Proposed Scope of Work

The following Scope of Work assumes partnership with Kellogg Foundation in support of School Turnaround services

Description	Milestones	Timing	Cost
<p>School Turnaround Core Program:</p> <ul style="list-style-type: none"> • Assignment of a turnaround specialist to partner with the school • Monthly site visits during school year • Virtual classroom training and set up • Monthly collaborative meetings facilitated by ST (combination of on-site and virtual) • Leadership coaching • Professional Development based on teacher needs • Participation in the following conferences (all fees, travel and materials included): • Initial training for principal and two team members in core turnaround strategies and tools and application to the specific needs of the school • Mid-year national conference • Assessment and Learning national conference <p>TRI collaborates with the school to assure that school-based approach to assessment results in daily use of data at the class and student level toward hitting established targets; that the curriculum is effectively developed and utilized to provide appropriate instructional support; and that the school's resources and personnel are aligned to the school's academic targets.</p>	<p>Data supports progress in academic achievement indicators.</p> <p>Quarterly leadership assessments demonstrate progress in turnaround leader behaviors.</p> <p>Leadership and teachers use data daily to inform and improve instruction.</p>	<p>October 2020 – June 2021</p>	<p>75,000 per school</p> <p>150,000 total</p>
<p>Math Literacy K-3</p> <p>Training and implementation of tools to introduce and strengthen math literacy in early grades.</p>	<p>Math Literacy</p>	<p>November 2020-May 2021</p>	<p>23,000</p>
<p>Implicit Bias</p> <p>The purpose of this professional development session is to provide educators with a clear understanding of Implicit Bias and its effect on academic achievement and student/educator</p>	<p>Implicit Bias</p>	<p>January 2021-July 2021</p>	<p>15,000</p>

<p>interactions. This will be a combination of real life examples, activities, research findings and, teacher self-discovery. It is interactive and includes varied approaches. It is designed to be face to face and can be conducted as whole staff (preferred) or small group. This will serve as an introduction to the topic of bias in the schools and will be re-visited with subsequent trainings.</p>			
<p>Community Sparkplugs Community grants to expand and support grassroots efforts that provide meaningful experiences to children. Each grantee will receive \$3000 in funding and technical support to implement their project.</p>		<p>November 2020-July 2021</p>	<p>12,000</p>
Cost Summary			
Phase	Cost		
Core Program (2 schools)	\$150,000		
Math Literacy K-3	\$23,000		
Implicit Bias / Equity Training	\$15,000		
Community Sparkplug	\$12,000		
Total Cost	\$200,000		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: December 15, 2020

TITLE OF AGENDA ITEM: Florida Building Code - 7th Edition

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: This serves to notify the Board of the upcoming effective date of the 7th edition (<https://codes.iccsafe.org/codes/florida>) of the Florida Building Code (FBC) on Thursday, December 31, 2020. The FBC is based on the International Building Code, which is referred to as the “base code”. Florida-specific amendments and supplements modify the base code to address issues specific to Florida. The Florida Building Commission is required to update the FBC every three years to incorporate proposed changes from industry and other interested parties and correct conflicts and omissions.

A little history of the Florida Building Code – Following Hurricane Andrew in 1992, Florida experienced record-breaking insurance losses affecting many homeowners. In 1996, the Governor appointed the Florida Building Codes Study Commission and the study revealed that building code adoption and enforcement were inconsistent throughout the state and even local codes thought to be the strongest proved inadequate when tested by major hurricane events. The Commission recommended a new uniform statewide building code (Florida Building Code) be developed, implemented and maintained by a new entity-the Florida Building Commission. This would allow for a state building construction system that placed emphasis on uniformity and accountability. In 1998, the Florida Legislature passes and the Governor signs HB4181, creating the Florida Building Code and the Florida Building Commission. The first edition of the Florida

Building Code (2001 Edition) became effective March 1, 2002 with mandatory enforcement through the Department of Business and Professional Regulation and with the Florida Building Commission as the code amending organization. The local building official is the licensed official that works with the owner and contractor from the beginning to the end of a project. Mr. Hunter serves as the building official for the Gadsden County School District.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

Florida Building Codes and Effective Dates

Effective Date		Code Edition
March 1, 2002	Original	2001 FBC
June 30, 2003	2003 Supplement	
Oct 1, 2005	Original	2004 FBC
Dec 16, 2005	2005 Supplement	
Dec 8, 2006	2006 Supplement	
July 1, 2007	2007 Supplement	
March 1, 2009	Original	2007 FBC
March 1, 2009	1 st 2009 Supplement	
Oct 1, 2009	2 nd 2009 Supplement	
March 15, 2012	Original	2010 FBC
April 15, 2012	2012 Supplement	
June 30, 2015	Original	5th Edition (2014)
July 1, 2016	Supplement 1	
October 8, 2016	Supplement 2	
December 31, 2017		6th Edition (2017)
Tentative Date of December 31, 2020		7th Edition (2020)

Current Version



FLORIDA BUILDING COMMISSION
Stronger Codes Through Science and Consensus

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: December 15, 2020

TITLE OF AGENDA ITEM: Request for Approval of FY 2020-2021 State Requirements for Educational Facilities (SREF) Inspection Reports for Firesafety, Casualty Safety and Sanitation

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: The State Requirements for Educational Facilities (SREF-2014) require that each school district conduct at least one firesafety, one casualty safety and one sanitation inspection of each building each fiscal year to determine compliance with SREF-Chapter 5. This inspection includes all Board-owned, lease-purchased and leased-permanent buildings, relocatable buildings, auxiliary and ancillary facilities and related sites. These reports must be submitted to the Board by June 30 of each year. This request is for the Board to approve the attached firesafety, casualty safety and sanitation reports for fiscal year 2020-2021. Work orders are being generated to make corrections.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/17/2020

Fish Number: 00020 00009 00009

School: Chattahoochee Elementary

Address: 335 Maple Street

City: Chattahoochee

State: Florida

Zip Code: 32324

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
204	008.11(b)	C	01	02		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
204	008.11(b)	C	01	09		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
204	008.11(b)	C	01	13		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
204	008.11(b)	C	01	15		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
204	008.11(b)	C	01	18		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
204	008.11(b)	C	01	19		M	Emergency light needs to be repaired/replaced	1	30	10/8/2019
106	008.8(a)4	F	01	22		O	Combustibles covering window/door need to be removed	1	30	10/8/2019
106	008.6(a)	F	01	25		O	Combustibles cover more than 20% of walls-reduce amount	0	30	11/17/2020
204	008.11(b)	C	01	31		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
515	008.9(j)1	F	01	43		M	Hood Suppression System biannual certification has expired	9	30	5/23/2011
NVO	None	N	98	01		N	Building not in use	1	0	11/6/2018
NVO	None	N	98	08		N	Building not in use	2	0	1/9/2018
NVO	None	N	99	02		N	Building not in use	2	0	1/9/2018
NVO	None	N	99	96		N	Building not in use	2	0	1/9/2018
NVO	None	N	99	clinic		N	Building not in use	0	0	11/17/2020



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/17/2020

Fish Number: 00020 00009 00009

School: Chattahoochee Elementary

Address: 335 Maple Street

City: Chattahoochee

State: Florida

Zip Code: 32324

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
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Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-17-20

Fl. Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00014 00015

Carter Parramore Alternative

School: School

Address: 631 S Stewart St

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
204	008.11(b)	C	01	17 (hall)		M	Emergency light needs to be repaired/replaced	1	30		11/5/2018
	8(c)	B	01	17G		O	Ceiling tile needs replaced	1	60		11/5/2018
210	008.8(a)2	C	01	21		O	Secondary egress is obstructed - keep clear	1	30		11/5/2018
106	008.8(a)4	F	01	21		O	Combustibles covering window/door need to be removed	0	30		11/16/2020
203	11(0)2d	C	01	38 (hall)		M	Signage - Exit sign/emergency light combo needs repair	2	30		1/8/2018
203	008.11(b)2	C	01	38 (hall)		O	Exit sign needs bulb(s)	1	30		10/7/2019
506	008.7(b)	F	02	06		O	Fire extinguisher missing needs to be installed/replaced	1	30		11/5/2018
	4(c)	B	02	walkway		M	Walkway needs repair	0	60		11/16/2020
	17(f)	E	04	01		M	Electrical panel box needs panel blanks installed	1	30		10/7/2019
	4(d)	E	04	01		M	Stadiums and bleachers inspections	1	30		11/5/2018
299	008.2(f)12	C	04	01		C	Hand rails need to be installed	1	30		11/5/2018
	None	N	05	00		N	No deficiencies noted	1	0		11/5/2018
NVO	None	N	98	15		N	Building not in use	0	0		11/16/2020
NVO	None	N	98	33		N	Building not in use	0	0		11/16/2020



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020.00014.00015

Carter Parramore Alternative

School: School

Address: 631 S Stewart St

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp	Date
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Inspector: Ronald Hobbs

Signature: *Ronald Hobbs 11-16-20*

Fl. Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/18/2020

Fish Number: 00020 00020 00021
 School: Gadsden County High
 Address: 27001 Blue Star Hwy
 City: Havana
 State: Florida
 Zip Code: 32333

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
199	17(f)2c	B	10	1008		O	Storage must be removed from electrical room	7	60	1/9/2013
402	008.11(d)	F	10	1012		M	Fire alarm needs inspection and current tag	9	30	5/31/2011
	8(c)	B	10	1014		O	Ceiling tile needs replaced	2	60	1/10/2018
506	008.7(b)	F	11	fb pressbox		O	Fire extinguisher missing needs to be installed/replaced	1	30	10/9/2019
199	008.10(c)	F	3	333		O	Storage too close to ceiling - maintain 18" clearance	4	30	4/6/2016
199	008.9(u)	B	3	343		O	Storage needs removed	0	60	11/18/2020
199	008.10(c)	F	3	345		O	Storage too close to ceiling - maintain 18" clearance	1	30	11/7/2018
199	17(f)2c	B	4	401		O	Storage must be removed from electrical room	4	60	4/6/2016
199	008.10(c)	F	4	404		O	Storage too close to ceiling - maintain 18" clearance	1	30	10/9/2019
106	008.8(a)4	F	4	412		O	Combustibles covering window/door need to be removed	1	30	10/9/2019
199	008.10(c)	F	4	414		O	Storage too close to ceiling - maintain 18" clearance	0	30	11/18/2020
106	008.8(a)4	F	4	418		O	Combustibles covering window/door need to be removed	1	30	10/9/2019
106	008.8(a)4	F	4	419		O	Combustibles covering window/door need to be removed	1	30	10/9/2019
106	008.8(a)4	F	4	421		O	Combustibles covering window/door need to be removed	0	30	11/18/2020
106	008.8(a)4	F	4	424		O	Combustibles covering window/door need to be removed	0	30	11/18/2020
106	008.8(a)4	F	4	426		O	Combustibles covering window/door need to be removed	0	30	11/18/2020
199	008.10(c)	F	4	433		O	Storage too close to ceiling - maintain 18" clearance	1	30	11/7/2018
106	008.8(a)4	F	4	442		O	Combustibles covering window/door need to be removed	1	30	10/9/2019
203	008.11(b)2	C	4	444 (hall)		O	Exit sign needs bulb(s)	0	30	11/18/2020
106	008.8(a)4	F	4	452		O	Combustibles covering window/door need to be removed	1	30	10/9/2019



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/18/2020

Fish Number: 00020 00020 00021
School: Gadsden County High
Address: 27001 Blue Star Hwy
City: Havana
State: Florida
Zip Code: 32333

File Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
199	008.9(u)	B	4	457		O	Storage needs removed	0	60	11/18/2020
407	008.11(d)	F	5	504		M	Fire alarm in trouble mode needs repair	1	30	10/9/2019
505	.008.7(b)	F	5	509		M	Fire extinguisher (K class) is required- install	9	30	5/31/2011
199	008.10(c)	F	5	514		O	Storage too close to ceiling - maintain 18" clearance	1	30	10/9/2019
199	008.10(c)	F	5	528		O	Storage too close to ceiling - maintain 18" clearance	1	30	10/9/2019
	10(d)	B	6	610		M	Floor is damaged and needs repair	0	60	11/18/2020
	4(d)	E	6	610		M	Stadiums and bleachers inspections	4	30	4/6/2016
211	008.8(a)2	C	6	622 (hall)		O	Exit is obstructed - keep clear	0	30	11/18/2020
501	008.7(b)	F	6	gym		M	Fire extinguisher cabinet needs repair	7	30	1/9/2013
501	008.7(b)	F	6	hallway		M	Fire extinguisher cabinet needs repair	4	30	4/6/2016
	9(c)13	C	6	mechanical		M	Door closer needs to be adjusted/repared	1	30	11/7/2018
210	008.8(a)2	C	7	709		O	Secondary egress is obstructed - keep clear	1	30	10/9/2019
199	008.10(c)	F	7	710		O	Storage too close to ceiling - maintain 18" clearance	1	30	10/9/2019
199	17(f)2c	B	8	801		O	Storage must be removed from electrical room	1	60	10/9/2019
199	008.10(c)	F	8	802		O	Storage too close to ceiling - maintain 18" clearance	1	30	10/9/2019
199	008.9(u)	B	8	803		O	Storage needs removed	0	60	11/18/2020
	1(e)6	B	9	923		O	Housekeeping is poor - room is cluttered and disorganized	3	60	1/11/2017
501	008.7(b)	F	9	hallway		M	Fire extinguisher cabinet needs repair	4	30	4/6/2016
	4(d)	E	baseball	bleachers		M	Stadiums and bleachers inspections	4	30	4/6/2016
	4(d)	E	football	stadium		M	Stadiums and bleachers inspections	4	30	4/6/2016
299	008.2(f)12	C	softball	bleachers		C	Hand rails need to be installed	1	30	10/9/2019



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/18/2020

Fish Number: 00020 00020 00021

School: Gadsden County High

Address: 27001 Blue Star Hwy

City: Havana

State: Florida

Zip Code: 32333

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
	4(d)	E	softball	bleacher		M	Stadiums and bleachers inspections	4	30	4/6/2016

Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-18-20

FI Certificate No. 174939
 Phone: (386)-397-5191
 Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/17/2020

Fish Number: 00020 00007 00007

School: Gadsden Elementary Magnet

Address: 500 W. King Street

City: Quincy

State: Florida

Zip Code: 32351

File Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
106	008.8(a)4	F	7	15		O	Combustibles covering window/door need to be removed	0	30	11/17/2020
106	008.8(a)4	F	7	20		O	Combustibles covering window/door need to be removed	0	30	11/17/2020
	17(f)	B	7	20		O	Multi-plug cords must plug directly into wall receptacle	0	60	11/17/2020
204	008.11(b)	C	7 west hall	stairs		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
106	008.8(a)4	F	8	01		O	Combustibles covering window/door need to be removed	0	30	11/17/2020
204	008.11(b)	C	8	01		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
402	008.11(d)	F	9	01		M	Fire alarm needs inspection and current tag	1	30	10/10/2019
203	11(f)2d	C	9	01		M	Signage - Exit sign/emergency light combo needs repair	1	30	10/10/2019
10	005.2(a)	A	cafeteria			O	Unsafe building/room cannot be used. Secure against entry.	1	1	11/8/2018
10	005.2(a)	A	gym			O	Unsafe building/room cannot be used. Secure against entry.	1	1	11/8/2018

Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-17-20

FI Certificate No. 174939
 Phone: (386)-397-5191
 Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/19/2020

Fish Number: 00020 00002 00002

School: George W. Munroe Elementary

Address: 1850 W. King Street

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
199	008.8(a)4	F	01	01		O	Curtains must be labeled flame resistant from Manufacturer	1	30		11/8/2018
204	008.11(b)	C	011	001		M	Emergency light needs to be repaired/replaced	1	30		10/10/2019
204	008.11(b)	C	011	002		M	Emergency light needs to be repaired/replaced	1	30		10/10/2019
	17(f)	B	012	001		O	Multi-plug cords must plug directly into wall receptacle	1	60		10/10/2019
106	008.8(a)4	F	012	005		O	Combustibles covering window/door need to be removed	1	30		10/10/2019
106	008.8(a)4	F	014	002		O	Combustibles covering window/door need to be removed	1	30		10/10/2019
106	008.8(a)4	F	014	006		O	Combustibles covering window/door need to be removed	1	30		10/10/2019
106	008.8(a)4	F	014	007		O	Combustibles covering window/door need to be removed	1	30		10/10/2019
106	008.8(a)4	F	03	006		O	Combustibles covering window/door need to be removed	1	30		10/10/2019
	17(f)	B	03	008		O	Multi-plug cords must plug directly into wall receptacle	1	60		10/10/2019
204	008.11(b)	C	03	men rr		M	Emergency light needs to be repaired/replaced	1	30		10/10/2019
204	008.11(b)	C	03	womwn rr		M	Emergency light needs to be repaired/replaced	1	30		10/10/2019
106	008.8(a)4	F	07	006		O	Combustibles covering window/door need to be removed	1	30		10/10/2019
199	008.8(a)4	F	11	02		O	Curtains must be labeled flame resistant from Manufacturer	2	30		1/11/2018
199	008.8(a)4	F	11	12		O	Curtains must be labeled flame resistant from Manufacturer	4	30		4/7/2016
204	008.11(b)	C	11	12		M	Emergency light needs to be repaired/replaced	2	30		1/11/2018
199	008.8(a)4	F	11	19		O	Curtains must be labeled flame resistant from Manufacturer	1	30		11/8/2018
199	008.8(a)4	F	11	8		O	Curtains must be labeled flame resistant from Manufacturer	1	30		11/8/2018
	1(e)6	B	13	01		O	Housekeeping is poor - room is cluttered and disorganized	1	60		11/8/2018
407	008.11(d)	F	14	01		M	Fire alarm in trouble mode needs repair	3	30		1/12/2017



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/19/2020

Fish Number: 00020 00002 00002

School: George W. Munroe Elementary

Address: 1850 W. King Street

City: Quincy

State: Florida

Zip Code: 32351

File Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
106	008.8(a)4	F	14	01		O	Combustibles covering window/door need to be removed	1			10/10/2019
199	008.10(b)1	B	14	20		O	Storage must be removed from mechanical room	1			11/8/2018
515	008.9(j)1	F	2	4		M	Hood Suppression System biannual certification has expired	8			1/9/2012
199	008.8(a)4	F	8	01		O	Curtains must be labeled flame resistant from Manufacturer	1			11/8/2018
199	008.8(a)4	F	8	02		O	Curtains must be labeled flame resistant from Manufacturer	1			11/8/2018
	8(c)	B	98	03		O	Ceiling tile needs replaced	1			11/8/2018
106	008.8(a)4	F	98	04		O	Combustibles covering window/door need to be removed	2			1/11/2018
501	008.7(b)	F	99	0042		O	Fire extinguisher needs to be recharged	1			10/10/2019
204	008.11(b)	C	99	05		M	Emergency light needs to be repaired/replaced	4			4/7/2016
199	008.8(a)4	F	99	05		O	Curtains must be labeled flame resistant from Manufacturer	4			4/7/2016
	2(b)6	B	99	05		M	Portable skirting needs repair	9			5/24/2011
	2(b)6	B	99	06		M	Portable skirting needs repair	9			5/24/2011
199	008.8(a)4	F	99	06		O	Curtains must be labeled flame resistant from Manufacturer	2			1/11/2018
	2(b)6	B	99	07		M	Portable skirting needs repair	4			4/7/2016
	2(b)6	B	99	09		M	Portable skirting needs repair	9			5/24/2011
199	008.8(a)4	F	99	09 A&B		O	Curtains must be labeled flame resistant from Manufacturer	4			4/7/2016
	2(b)6	B	99	10		M	Portable skirting needs repair	9			5/24/2011
	8(c)	B	99	10		O	Ceiling tile needs replaced	1			11/8/2018
	7(c)	C	99	10-11		C	Wood ramp needs to be replaced	1			11/8/2018
204	008.11(b)	C	99	11		M	Emergency light needs to be repaired/replaced	7			1/7/2013
209	008.5(b)5	F	99	11		C	Door closer needs to be installed	8			1/9/2012



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/19/2020

Fish Number: 00020 00002 00002

School: George W. Munros Elementary

Address: 1850 W. King Street

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
	2(b)6	B	99	11		M	Portable skirting needs repair	9	60	5/24/2011

Inspector: Ronald Hobbs

Signature: *Ronald Hobbs 11-19-20*

Fl. Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Fish Number: 00020 00003 00003
School: Greensboro Elementary
Address: 559 Greensboro Hwy
City: Quincy
State: Florida
Zip Code: 32351

Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION
 For School Year 7/1/2020 1 to 6/30/2021
 Inspection Date: 11/17/2020

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
	17(f)	E	01	108		M	Electrical panel box needs panel blanks installed	0	30	11/17/2020
199	17(f)2c	B	05	04		O	Storage must be removed from electrical room	0	60	11/17/2020
407	008.11(d)	F	1	101		M	Fire alarm in trouble mode needs repair	0	30	11/17/2020
	17(f)	E	2	220		M	Electrical panel box needs panel blanks installed	1	30	10/8/2019
199	008.8(a)4	F	2	227		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/17/2020
199	008.8(a)4	F	2	236		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/17/2020
199	17(f)2c	B	3	319B		O	Storage must be removed from electrical room	2	60	1/9/2018
199	008.8(a)4	F	5	01		O	Curtains must be labeled flame resistant from Manufacturer	1	30	11/6/2018
199	008.8(a)4	F	5	03		O	Curtains must be labeled flame resistant from Manufacturer	1	30	11/6/2018
199	008.8(a)4	F	5	12		O	Curtains must be labeled flame resistant from Manufacturer	4	30	4/5/2016
	17(f)	E	8	1F		M	Electrical panel box needs panel blanks installed	0	30	11/17/2020
	2(b)6	B	99	35		M	Portable skirting needs repair	4	60	4/5/2016
	2(b)6	B	99	61		M	Portable skirting needs repair	4	60	4/5/2016
	2(b)6	B	99	65		M	Portable skirting needs repair	4	60	4/5/2016
204	008.11(b)	C	99	66		M	Emergency light needs to be repaired/replaced	0	30	11/17/2020
	2(b)6	B	99	67		M	Portable skirting needs repair	4	60	4/5/2016



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION
For School Year 7/1/2020 1 to 6/30/2021
Inspection Date: 11/17/2020

Fish Number: 00020 00003 00003
School: Greensboro Elementary
Address: 559 Greensboro Hwy
City: Quincy
State: Florida
Zip Code: 32351

File Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp	Date
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Inspector: Ronald Hobbs

Signature: *Ronald Hobbs 11-17-20*

Fl. Certificate No. 174939
Phone: (386)-397-5191
Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00021 00013

School: Gadsden Technical Institute

Address: 201 Martin Luther King Jr Blvd

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
	8(c)	B	12	09		O	Ceiling tile needs replaced	0	60		11/16/2020
	8(c)	B	12	10		O	Ceiling tile needs replaced	1	60		11/5/2018
	8(c)	B	12	22		O	Ceiling tile needs replaced	1	60		11/5/2018
407	008.11(d)	F	14	01 (hall)		M	Fire alarm in trouble mode needs repair	1	30		11/5/2018
402	008.11(d)	F	14	01 (hall)		M	Fire alarm needs inspection and current tag	0	30		11/16/2020
199	008.10(b)1	B	14	07		O	Storage must be removed from mechanical room	1	60		10/7/2019
NVO	None	N	99	05		N	Building not in use	0	0		11/16/2020
	2(b)6	B	99	58		M	Portable skirting needs repair	2	60		1/8/2018
	2(b)6	B	99	59		M	Portable skirting needs repair	2	60		1/8/2018

Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-16-20

Fl. Certificate No. 174939
 Phone: (386)-397-5191
 Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Fish Number: 00020 00019 00020
School: Havana Magnet School
Address: 1100 E 9th Avenue
City: Havana
State: Florida
Zip Code: 32333

Gadsden
ANNUAL COMPREHENSIVE SAFETY INSPECTION
 For School Year 7/1/2020 1 to 6/30/2021
 Inspection Date: 11/18/2020

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
199	008.8(a)4	F	1	131		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/18/2020
	8(c)	B	1	402		O	Ceiling tile needs replaced	0	60	11/18/2020
	4(d)	E	11	1108		M	Stadiums and bleachers inspections	4	30	4/6/2016
501	008.7(b)	F	11	1108		M	Fire extinguisher cabinet needs repair	3	30	1/11/2017
	9(c)13	C	11	1112A		M	Door closer needs to be adjusted/repared	1	30	10/9/2019
501	008.7(b)	F	11	1120 (hall)		M	Fire extinguisher cabinet needs repair	2	30	1/10/2018
	8(c)	B	12	1222		O	Ceiling tile needs replaced	0	60	11/18/2020
	1(e)6	B	12	1222		O	Housekeeping is poor - room is cluttered and disorganized	1	60	11/7/2018
	1(e)3	F	12	1223		O	Gas containers must be metal safety cans-replace	9	30	5/27/2011
	1(e)6	B	12	1223		O	Housekeeping is poor - room is cluttered and disorganized	3	60	1/11/2017
302	008.3(c)	F	12	1229A		C	Fire separation needed	4	30	4/6/2016
199	008.10(c)	F	12	1230		O	Storage too close to ceiling - maintain 18" clearance	1	30	11/7/2018
	9(c)13	C	12	128A		M	Door closer needs to be adjusted/repared	3	30	1/11/2017
	1(e)6	B	13	01		O	Housekeeping is poor - room is cluttered and disorganized	3	60	1/11/2017
402	008.11(d)	F	14	1419		M	Fire alarm needs inspection and current tag	1	30	11/7/2018
407	008.11(d)	F	14	1419		M	Fire alarm in trouble mode needs repair	0	30	11/18/2020
199	17(f)2c	B	14	1434		O	Storage must be removed from electrical room	1	60	10/9/2019
210	008.8(a)2	C	6	608		O	Secondary egress is obstructed - keep clear	0	30	11/18/2020
199	008.8(a)4	F	6	627		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/18/2020
210	008.8(a)2	C	6	628		O	Secondary egress is obstructed - keep clear	2	30	1/10/2018
	9(c)	C	6	634		M	Door lock needs to be repaired/replaced	4	30	4/6/2016



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/18/2020

Fish Number: 00020 00019 00020

School: Havana Magnet School

Address: 1100 E 9th Avenue

City: Havana

State: Florida

Zip Code: 32333

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
	8(c)	B	6	639		O	Ceiling tile needs replaced	0	60	11/18/2020
506	008.7(b)	F	6	646		O	Fire extinguisher missing needs to be installed/replaced	4	30	4/6/2016
509	008.10(c)3	F	9	918		M	Fire sprinkler inspection is needed	1	30	10/9/2019
204	008.11(b)	C	99	clinic		M	Emergency light needs to be repaired/replaced	1	30	10/9/2019
204	008.11(b)	C	99	clinic		M	Emergency light needs to be repaired/replaced	1	30	10/9/2019
204	008.11(b)	C	99	clinic		M	Emergency light needs to be repaired/replaced	1	30	10/9/2019
299	008.2(f)12	C	football	bleacher s		C	Hand rails need to be installed	2	30	1/10/2018

Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-18-20

Fl. Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION
For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00015 00017

School: Max D Walker Administrative Center

Address: 35 Experiment Station Road

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
	8(c)	B	01	068		O	Ceiling tile needs replaced	1	60		11/5/2018
402	008.11(d)	F	01	075 (hall)		M	Fire alarm needs inspection and current tag	1	30		11/5/2018
407	008.11(d)	F	01	075 (hall)		M	Fire alarm in trouble mode needs repair	0	30		11/16/2020
204	008.11(b)	C	01	076		M	Emergency light needs to be repaired/replaced	1	30		10/7/2019
199	17(f)2c	B	01	36		O	Storage must be removed from electrical room	1	60		11/5/2018
204	008.11(b)	C	01	42 (hall)		M	Emergency light needs to be repaired/replaced	0	30		11/16/2020
204	008.11(b)	C	01	48 (hall)		M	Emergency light needs to be repaired/replaced	0	30		11/16/2020
199	008.9(u)	B	01	attic		O	Storage needs removed	1	60		11/5/2018
	2(b)6	B	99	62		M	Portable skirting needs repair	0	60		11/16/2020
199	008.8(a)4	F	99	63		O	Curtains must be labeled flame resistant from Manufacturer	8	30		1/9/2012
204	008.11(b)	C	99	64		M	Emergency light needs to be repaired/replaced	0	30		11/16/2020
210	008.8(a)2	C	99	68		O	Secondary egress is obstructed - keep clear	0	30		11/16/2020
199	008.2(f)	C	99	68 (ramp)		M	Ramp needs repair	0	30		11/16/2020
	9(c)13	C	99	new		M	Door closer needs to be adjusted/repared	0	30		11/16/2020
199	008.8(a)4	F	99-62	162C		O	Curtains must be labeled flame resistant from Manufacturer	0	30		11/16/2020



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00015 00017

School: Max D Walker Administrative Center

Address: 35 Experiment Station Road

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
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Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-16-20

FI Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/19/2020

Fish Number: 00020 00013 00014

School: James A. Shanks Middle

Address: 1400 W. King Street

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
199	008.8(a)4	F	15	01		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
106	008.8(a)4	F	15	04		O	Combustibles covering window/door need to be removed	0	30	11/19/2020
199	008.8(a)4	F	15	06		O	Curtains must be labeled flame resistant from Manufacturer	1	30	10/10/2019
199	008.8(a)4	F	15	07		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
199	008.8(a)4	F	15	101		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
	8(C)	B	15	101 (hall)		O	Ceiling tile needs replaced	0	60	11/19/2020
199	008.8(a)4	F	15	102		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
199	008.8(a)4	F	15	103		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
199	008.8(a)4	F	15	104		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
	8(C)	B	16	101 (hall)		O	Ceiling tile needs replaced	1	60	11/8/2018
199	008.8(a)4	F	16	105		O	Curtains must be labeled flame resistant from Manufacturer	3	30	1/12/2017
106	008.8(a)4	F	2	001		O	Combustibles covering window/door need to be removed	1	30	10/10/2019
199	008.8(a)4	F	2	001		O	Curtains must be labeled flame resistant from Manufacturer	1	30	10/10/2019
	8(C)	B	2	001		O	Ceiling tile needs replaced	0	60	11/19/2020
199	008.8(a)4	F	2	002		O	Curtains must be labeled flame resistant from Manufacturer	1	30	10/10/2019
199	008.8(a)4	F	2	003		O	Curtains must be labeled flame resistant from Manufacturer	1	30	10/10/2019
199	008.8(a)4	F	2	005		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
199	008.8(a)4	F	2	008A		O	Curtains must be labeled flame resistant from Manufacturer	1	30	10/10/2019
106	008.8(a)4	F	2	013A		O	Combustibles covering window/door need to be removed	1	30	10/10/2019
199	008.8(a)4	F	2	04		O	Curtains must be labeled flame resistant from Manufacturer	2	30	1/11/2018



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION
For School Year 7/1/2020 1 to 6/30/2021
Inspection Date: 11/19/2020

Fish Number: 00020 00013 00014
School: James A. Shanks Middle
Address: 1400 W. King Street
City: Quincy
State: Florida
Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
199	008.8(a)4	F	2	06		O	Curtains must be labeled flame resistant from Manufacturer	2	30	1/11/2018
106	008.8(a)4	F	2	14		O	Combustibles covering window/door need to be removed	1	30	11/8/2018
106	008.8(a)4	F	3	001		O	Combustibles covering window/door need to be removed	0	30	11/19/2020
199	008.8(a)4	F	3	001		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
106	008.8(a)4	F	3	020		O	Combustibles covering window/door need to be removed	0	30	11/19/2020
	8(c)	B	3	025 (hall)		O	Ceiling tile needs replaced	0	60	11/19/2020
106	008.8(a)4	F	3	028		O	Combustibles covering window/door need to be removed	1	30	10/10/2019
106	008.8(a)4	F	3	03		O	Combustibles covering window/door need to be removed	1	30	10/10/2019
106	008.8(a)4	F	3	04		O	Combustibles covering window/door need to be removed	1	30	10/10/2019
199	008.8(a)4	F	3	04		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
199	008.8(a)4	F	3	05		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
199	008.8(a)4	F	3	06		O	Curtains must be labeled flame resistant from Manufacturer	0	30	11/19/2020
106	008.8(a)4	F	3	06		O	Combustibles covering window/door need to be removed	1	30	11/8/2018
	8(c)	B	3	12 hall		O	Ceiling tile needs replaced	1	60	11/8/2018
199	008.8(a)4	F	3	47		O	Curtains must be labeled flame resistant from Manufacturer	9	30	5/24/2011
199	008.8(a)4	F	3	50		O	Curtains must be labeled flame resistant from Manufacturer	3	30	1/12/2017
515	008.9(j)1	F	5	007		M	Hood Suppression System biannual certification has expired	4	30	4/6/2016
505	.008.7(b)	F	5	007		M	Fire extinguisher (K class) is required- install	4	30	4/6/2016
10	005.2(a)	A	6	all		O	Unsafe building/room cannot be used. Secure against entry.	1	1	10/10/2019
	1(e)6f	B	7	02		O	Light bulb needs to be replaced	3	60	1/12/2017



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/19/2020

Fish Number: 00020 00013 00014

School: James A. Shanks Middle

Address: 1400 W. King Street

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
204	008.11(b)	C	99	55		M	Emergency light needs to be repaired/replaced	1		30	10/10/2019
210	008.8(a)2	C	99	55		O	Secondary egress is obstructed - keep clear	1		30	10/10/2019
209	008.5(b)5	F	99	55		C	Door closer needs to be installed	1		30	10/10/2019
	None	N	99	55		N	No Access gained into room	0		0	11/19/2020
	None	N	99	55		N	No Access gained into room	0		0	11/19/2020

Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-19-20

FI Certificate No. 174939
 Phone: (386)-397-5191
 Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00012 00012

School: Stewart Street Elementary

Address: 749 S Stewart St

City: Quincy

State: Florida

Zip Code: 32351

File Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
402	008.11(d)	F	1	01		M	Fire alarm needs inspection and current tag	9	30		5/26/2011
407	008.11(d)	F	1	01		M	Fire alarm in trouble mode needs repair	4	30		4/4/2016
106	008.8(a)4	F	1	07A		O	Combustibles covering window/door need to be removed	1	30		10/7/2019
	9(a)	C	2	43D		M	Door needs to be repaired/replaced	1	30		11/5/2018
106	008.8(a)4	F	3	20		O	Combustibles covering window/door need to be removed	8	30		1/10/2012
106	008.8(a)4	F	3	21		O	Combustibles covering window/door need to be removed	8	30		1/10/2012
106	008.8(a)4	F	3	22		O	Combustibles covering window/door need to be removed	4	30		4/4/2016
106	008.8(a)4	F	3	23		O	Combustibles covering window/door need to be removed	1	30		11/5/2018
106	008.8(a)4	F	3	24		O	Combustibles covering window/door need to be removed	2	30		1/8/2018
106	008.8(a)4	F	3	25		O	Combustibles covering window/door need to be removed	1	30		10/7/2019
106	008.8(a)4	F	3	26		O	Combustibles covering window/door need to be removed	3	30		1/9/2017
106	008.8(a)4	F	3	27		O	Combustibles covering window/door need to be removed	4	30		4/4/2016
106	008.8(a)4	F	4	10		O	Combustibles covering window/door need to be removed	4	30		4/4/2016
106	008.8(a)4	F	4	12		O	Combustibles covering window/door need to be removed	1	30		11/5/2018
106	008.8(a)4	F	4	13		O	Combustibles covering window/door need to be removed	1	30		10/7/2019
106	008.8(a)4	F	4	14		O	Combustibles covering window/door need to be removed	1	30		10/7/2019
106	008.8(a)4	F	4	17		O	Combustibles covering window/door need to be removed	4	30		4/4/2016
	8(c)	B	4	18		O	Ceiling tile needs replaced	1	60		11/5/2018
	9(a)	B	4	19		M	Lock needs repair	1	60		10/7/2019
	1(e)6f	B	4	19		O	Light bulb needs to be replaced	1	60		10/7/2019
106	008.8(a)4	F	4	9		O	Combustibles covering window/door need to be removed	0	30		11/16/2020



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00012 00012

School: Stewart Street Elementary

Address: 749 S Stewart St

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
	8(c)	B	4	hall		O	Ceiling tile needs replaced	0	60	11/16/2020
106	008.8(a)4	F	5	30		O	Combustibles covering window/door need to be removed	3	30	1/9/2017
199	008.8(a)4	F	5	31		O	Curtains must be labeled flame resistant from Manufacturer	1	30	10/7/2019
106	008.8(a)4	F	5	32		O	Combustibles covering window/door need to be removed	1	30	11/5/2018
106	008.8(a)4	F	5	33		O	Combustibles covering window/door need to be removed	3	30	1/9/2017
106	008.8(a)4	F	5	34		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	5	35		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	5	36		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	5	37		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	5	38		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	5	39		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	5	40		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
	8(c)	B	5	hall		O	Ceiling tile needs replaced	0	60	11/16/2020
106	008.8(a)4	F	7	50		O	Combustibles covering window/door need to be removed	1	30	10/7/2019
106	008.8(a)4	F	7	51		O	Combustibles covering window/door need to be removed	1	30	11/5/2018
	9(a)	B	7	51		M	Lock needs repair	0	60	11/16/2020
106	008.8(a)4	F	7	52		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	7	53		O	Combustibles covering window/door need to be removed	0	30	11/16/2020
106	008.8(a)4	F	7	58		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	7	59		O	Combustibles covering window/door need to be removed	8	30	1/10/2012
199	008.8(a)4	F	7	60		O	Curtains must be labeled flame resistant from Manufacturer	9	30	5/26/2011



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00012 00012

School: Stewart Street Elementary

Address: 749 S Stewart St

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
106	008.8(a)4	F	7	60		O	Combustibles covering window/door need to be removed	4	30	4/4/2016
106	008.8(a)4	F	7	61		O	Combustibles covering window/door need to be removed	8	30	1/10/2012
199	008.8(a)4	F	7	west hall		O	Curtains must be labeled flame resistant from Manufacturer	4	30	4/4/2016
	1(e)3	E	8	01		O	Co2/helium tank needs to be secured	1	30	11/5/2018
	9(c)13	C	98	06		M	Door closer needs to be adjusted/repared	0	30	11/16/2020
	8(c)4	E	98	13		M	Wall (exterior) needs wood repair	1	30	11/5/2018
199	008.2(f)	C	98	13		M	Ramp needs repair	2	30	1/8/2018
204	008.11(b)	C	99	18		M	Emergency light needs to be repaired/replaced	0	30	11/16/2020
204	008.11(b)	C	99	25		M	Emergency light needs to be repaired/replaced	0	30	11/16/2020
106	008.8(a)4	F	99	25		O	Combustibles covering window/door need to be removed	1	30	11/5/2018
199	008.8(a)4	F	99	26		O	Curtains must be labeled flame resistant from Manufacturer	1	30	11/5/2018
	2(b)6	B	99	27		M	Portable skirting needs repair	0	60	11/16/2020
199	008.8(a)4	F	99	29		O	Curtains must be labeled flame resistant from Manufacturer	4	30	4/4/2016

Inspector: Ronald Hobbs

Signature: *Ronald Hobbs 11-16-20*

FI Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/16/2020

Fish Number: 00020 00016 00016

School: Transportation Center (Gadsden)

Address: 720 S Stewart Street

City: Quincy

State: Florida

Zip Code: 32351

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
204	008.11(b)	C	01	04 (hallway)		M	Emergency light needs to be repaired/replaced	0	30	11/16/2020

Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-16-20

Fl. Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION
 For School Year 7/1/2020 1 to 6/30/2021
 Inspection Date: 11/17/2020

Fish Number: 00020 00022.00022
School: West Gadsden Middle School
Address: 200 Providence Rd
City: Greensboro
State: Florida
Zip Code: 32330

Fire Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor Period	Insp Date
509	008.10(c)3	F	01	130		M	Fire sprinkler inspection is needed	0	30	11/17/2020
509	008.10(c)3	F	02	208		M	Fire sprinkler inspection is needed	0	30	11/17/2020
199	008.10(b)1	B	02	208		O	Storage must be removed from mechanical room	0	60	11/17/2020
199	008.9(u)	B	02	214		O	Storage needs removed	1	60	10/8/2019
515	008.9(i)1	F	03	303		M	Hood Suppression System biannual certification has expired	7	30	1/8/2013
509	008.10(c)3	F	03	307		M	Fire sprinkler inspection is needed	0	30	11/17/2020
106	008.8(a)4	F	04	401		O	Combustibles covering window/door need to be removed	0	30	11/17/2020
106	008.8(a)4	F	04	408		O	Combustibles covering window/door need to be removed	0	30	11/17/2020
509	008.10(c)3	F	04	417		M	Fire sprinkler inspection is needed	0	30	11/17/2020
407	008.11(d)	F	05	501		M	Fire alarm in trouble mode needs repair	1	30	10/8/2019
203	008.11(b)2	C	05	508		O	Exit sign needs bulb(s)	0	30	11/17/2020
	10(d)	B	05	508		M	Floor is damaged and needs repair	0	60	11/17/2020
509	008.10(c)3	F	05	524		M	Fire sprinkler inspection is needed	0	30	11/17/2020
199	008.10(b)1	B	05	534		O	Storage must be removed from mechanical room	0	60	11/17/2020
	1(e)6f	B	05	535		O	Light bulb needs to be replaced	0	60	11/17/2020
509	008.10(c)3	F	07	mechanical		M	Fire sprinkler inspection is needed	0	30	11/17/2020
106	008.8(a)4	F	08	804		O	Combustibles covering window/door need to be removed	0	30	11/17/2020



Gadsden

ANNUAL COMPREHENSIVE SAFETY INSPECTION

For School Year 7/1/2020 1 to 6/30/2021

Inspection Date: 11/17/2020

Fish Number: 00020 00022 00022

School: West Gadsden Middle School

Address: 200 Providence Rd

City: Greensboro

State: Florida

Zip Code: 32330

File Code	RuleID	Priority	Bldg	Room	Ext	Type	Deficiency	Times Cited	Cor	Period	Insp Date
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Inspector: Ronald Hobbs

Signature: Ronald Hobbs 11-17-20

Fl. Certificate No. 174939

Phone: (386)-397-5191

Address: 588 NW Harris Lake Dr, Lake City, Florida 32055

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: December 15, 2020

TITLE OF AGENDA ITEM: Purchase Order Requests regarding new walk in cooler and freezer at the western end of the Warehouse at 203-B Martin Luther King, Jr. Blvd.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: This request is for the Board to approve three purchase orders related to the purchase and install of a new walk in cooler and freezer at the western end of the Warehouse at 203-B Martin Luther King, Jr. Blvd. All of these purchase orders are proposed to be paid out of grant dollars from the Immediate Aid to Restart School Operations (2019) Hurricane Michael-Project #200-1050C-0C001. The requests are as follows:

1. Cook Brothers, Inc. in the amount of \$380,602.57: Installation of the unit including the installation of related mechanical and HVAC equipment and the disconnecting and removal of the existing HVAC unit. It also includes all material, labor, equipment and incidentals required to install the concrete slab and ramp and to extend and connect the power connections. This also includes fencing, insulation, pre-construction fees, administration fees during construction, general conditions fees, bond/insurance, contingency fees and overhead and other fees.

2. Milo Food Service Equipment Dist, Inc. in the amount of \$232,110.78-PO#7000000004: Purchase of the unit including professionally engineered drawings for interior construction, freight, warranty, five condensing unit stands and preconstruction site visits



GMP
for
The School Board
of Gadsden County
Walk-In Freezer Project

RFP # 2020-0005
PO# 7000000005
CBI Project # 20041



GMP

for

The School Board of Gadsden County Walk-In Freezer Project

Table of Contents

COVER LETTER

- 1. Description Of Work**
- 2. Document List**
- 3. Preliminary Schedule**
- 4. Clarifications And Qualifications**
- 5. GMP Pricing**
- 6. Low Bids & Bid Tabs**
- 7. Award Recommendations**



November 2, 2020

Mr. Bill Hunter,
Director of Facilities
Gadsden County School Board
203 Martin Luther King Blvd
Quincy, Florida 32351

Re: Gadsden County School Board Food Warehouse
New Walk In Freezer Project
GCSB Project Number PO#7000000005
RFP # 2020-0005

Please find attached here within, a copy of the GMP and supporting documents for the above referenced project. You will also find on a separate sheet a listing of clarifications and qualifications that we assumed in generating this GMP.

Please review and respond with any questions you may have.

Sincerely,
Cook Brothers Inc.

Richard Winchester

Richard Winchester,
Project Manager



Section 1



Description of Work

Gadsden County School Board

Food Warehouse

New Walk In Freezer

The project consists of installing owner provided Bally Walk In Freezer/Cooler and mechanical/HVAC equipment. Provide all material, labor, equipment, and incidentals required to install the concrete slab and ramp and to extend and hook up the power connections from the existing service as shown or indicated in the contract documents and drawings. It includes unhooking and removing existing ceiling mounted HVAC unit.



Section 2



**Gadsden County School Board
Project: Walk In Freezer/Cooler**

Document Plan Index:

- 1. Gadsden County School Walk In Cooler & Freezer Installation Requirements**
- 2. Bally Walk In Cooler & Freezer Panel Installation Manual**
- 3. Bally Evaporator Installation Manual**
- 4. Bally Smart Vap Operating Instruction Manual**
- 5. Bally Condensing Unit Installation Manual**
- 6. Frank Door Bi-Parting Doors Installation Manual**
- 7. Frank Door Start Up & Troubleshooting Guide For Controller**
- 8. Gadsden County Warehouse Bally Marked Up Drawing**
- 9. Gadsden County Warehouse Freezer Concept Design/Drawing**



Section 3

Gasden County School Board - Walk In Freezer

ID	Task Name	Duration	Start	Finish	January			February			March			April			
					1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28
1	Mobilize on Site	1 day	Mon 1/4/21	Mon 1/4/21	II												
2	Fence Demolition	4 days	Tue 1/5/21	Fri 1/8/21	II												
3	Angle Iron/Wall Support	5 days	Tue 1/5/21	Mon 1/11/21	II												
4	HVAC Demo	2 days	Tue 1/5/21	Wed 1/6/21	II												
5	Electrical Rough In	14 days	Thu 1/7/21	Tue 1/26/21	II												
6	Walk In Box Installation	14 days	Tue 1/12/21	Fri 1/29/21													
7	Floor Slab Installation	14 days	Mon 2/1/21	Thu 2/18/21													
8	Roof Panels	2 days	Fri 2/19/21	Mon 2/22/21													
9	Refrig/Cooling/Lighting	14 days	Mon 2/15/21	Thu 3/4/21													
10	Electrical Hook Up	4 days	Fri 3/5/21	Wed 3/10/21													
11	Start Up/Testing	5 days	Thu 3/11/21	Wed 3/17/21													
12	Substantial Completion	5 days	Thu 3/18/21	Wed 3/24/21													
13	Punch Out	14 days	Thu 3/25/21	Tue 4/13/21													
14	Final Inspection	2 days	Wed 4/14/21	Thu 4/15/21													

Cook Brothers, Inc.



Section 4



Clarifications & Qualifications
Gadsden County School Board
GCSB Food Warehouse Walk In Freezer Project
GCSB Project PO#7000000005
RFP # 2020-0005

1. We do not include any permitting fees. All cost by owner.
2. We have not included tap fees. All cost by owner.
3. All cost for testing is by owner.
4. We assume that the power supply at existing panels in warehouse are adequate to handle the additional load of the new Walk In Freezer. No cost have been included to upgrade existing power.
5. We have not included any material cost for the Walk In Freezer. GCSB and Bally will be supplying all components for the Walk In Freezer box and mechanical/HVAC components. This will include but is not limited to the wall and roof panels, doors, lighting, installation screws and brackets and any other necessary items to complete the installation, floor insulation, all refrigeration and cooling equipment including controls control systems.
6. We have not included any work associated with the new generator. We will coordinate with owner hired installer.
7. We have not included any work or improvements to the existing warehouse.
8. Owner will provide all temporary water and power.
9. We have not included any asbestos abatement or removal.
10. All work is contained to the interior and immediate areas outside the Food Warehouse where outside condensing units will be installed.
11. Pre-construction cost have been included in the GMP.



Section 5



Gadsden County School Board

1

Project: GCSB Freezer		DURATION: 100	
DMS Project Number: 0		RUN TIME	1:21:36 PM 3-Nov-20
GMP	746,223.57	QTY	UNIT
		UNIT LABOR	UNIT MAT'L
		UNIT SUB	TOTAL LABOR
			TOTAL MAT'L
			TOTAL SUB
			TOTAL ALL

PRE-CONSTRUCTION	1.0	LS	See attached Breakdown	4,298.32	\$	4,298.32
Construction Phase Fee	1.0	LS	See attached Breakdown	55,091.26	\$	55,091.26

Construction Cost	LABOR	MATERIALS	SUBS	TOTAL
--------------------------	--------------	------------------	-------------	--------------

General Conditions-Reimbursements	1.0	LS	See attached Breakdown	4,856.46	8,150.00	\$	13,006.46
--	------------	-----------	-------------------------------	-----------------	-----------------	-----------	------------------

Bid Packages - Scope Work		Unit Sub					
1						0.00	\$ -
2	Fencing	1.0	ALL	5,000.00		5,000.00	\$ 5,000.00
3	Concrete	1.0	LS	34,151.00		34,151.00	\$ 34,151.00
4	Insulation (Labor Only)	1.0	ALL	1,500.00		1,500.00	\$ 1,500.00
5	Electrical	1.0	LS	45,792.00		45,792.00	\$ 45,792.00
6						0.00	\$ -
7	Freezer-Labor	1.0	LS	49,500.00		49,500.00	\$ 49,500.00
8						0.00	\$ -
9	Bally Walk In Freezer-Material	1.0	LS	232,111.00		232,111.00	\$ 232,111.00
10						0.00	\$ -
11	Generator	1.0	ALL	133,510.00		133,510.00	\$ 133,510.00
12						0.00	\$ -
13	Saw Cut Door Opening (2)	1.0	ALL	1,500.00		1,500.00	\$ 1,500.00
14	Door/Frame/HDW (2 Masonry Walls)	1.0	ALL	5,000.00		5,000.00	\$ 5,000.00
15	Wood Framing	1.0	ALL	5,500.00		5,500.00	\$ 5,500.00
16	Door/Frame/HDW (2 Wood FR)	1.0	ALL	2,500.00		2,500.00	\$ 2,500.00
17	ACT Ceiling Managers Office	1.0	ALL	3,500.00		3,500.00	\$ 3,500.00
18						0.00	\$ -
19	Bracket/Wall Support (232')	1.0	ALL	8,200.00		8,200.00	\$ 8,200.00
20	Managers Office HVAC	1.0	ALL	8,500.00		8,500.00	\$ 8,500.00
21						0.00	\$ -
22						0.00	\$ -
23						0.00	\$ -
24						0.00	\$ -
25						0.00	\$ -
26						0.00	\$ -
27						0.00	\$ -
28						0.00	\$ -
29						0.00	\$ -
30						0.00	\$ -
31						0.00	\$ -
Bid Packages - Total						0.00	0.00
						536,264.00	\$ 536,264.00

\$ 55,091.26 \$ 4,856.46 \$548,712.32 \$ 608,660.04

SUB TOTAL		\$ 608,660.04
BOND / INSURANCE	1.786%	\$ 10,869.70
SUB TOTAL		\$ 619,529.74
PROJECT CONTINGENCY	10.000%	\$ 61,952.97
SUB TOTAL		\$ 681,482.71
OH & FEE	9.50%	\$ 64,740.86
TOTAL BID		\$ 746,223.57

Total Less Owner Purchased Bally Freezer & Generator \$ 380,602.57



Gadsden County School Board



Project Name: GCSB Freezer

DMS Project Number: 0

11/3/20

Total Estimated Days 100 16.06.1

TOTAL WEEKS WORK (Rounded) 14

CONSTRUCTION PHASE FEE	Resp	% Time	Hours	UNIT	Rate	TOTAL LABOR COST
PROJECT EXECUTIVE	CBI	5.0%	28.0	Hours	45.00	\$ 1,260.00
PROJECT MANAGER	CBI	35.0%	196.0	Hours	37.50	\$ 7,350.00
PROJECT SUPERINTENDENT	CBI	100.0%	560.0	Hours	35.00	\$ 19,600.00
ASST. SUPT	CBI	0.0%	0.0	Hours	27.50	\$ -
ASST. SUPT	CBI	0.0%	0.0	Hours	30.00	\$ -
PROJECT ENGINEER	CBI	10.0%	56.0	Hours	25.00	\$ 1,400.00
PROJECT ADMINISTRATION/ACCOUN	CBI	15.0%	84.0	Hours	22.50	\$ 1,890.00
PROJECT CLOSEOUT	CBI	100%	Percentage of Cost			\$ 1,575.00

Total Payroll	\$	33,075.00
Multiplier	58.20%	\$ 19,249.59
	\$	52,324.59

Construction Phase Fee Charge		%	Months	
VECHILE ALLOWANCE/FEUL/TRAVEL	SUPT	\$ 750.00	100% 3.333333 month	\$ 2,500.00
CELL PHONE SERVICE.	SUPT	\$ 80.00	100% 3.333333 month	\$ 266.67

Total Construction Phase Fee \$ 55,091.26

Monthly Charge \$ 16,527.38

Gadsden County School Board

Project: **GCSB Freezer**

Number: **0**

11/3/20

Total Estimated Days **100**

GENERAL CONDITIONS

16.06.1

--01010 GENERAL CONDITIONS							
Reimbursement							
	QTY	UNIT	UNIT MAT'L	UNIT GEN	TOTAL MAT'L	TOTAL GEN	TOTAL ALL
1		JOB	200	400	-	-	\$ -
2		MON	200	400	-	-	\$ -
3		JOB	250	250	-	-	\$ -
4		JOB	250	250	-	-	\$ -
5		MOS	350		-	-	\$ -
6		MOS	350		-	-	\$ -
7		TIMES		450	-	-	\$ -
8		MOS		115	-	-	\$ -
9		MOS	125		-	-	\$ -
10	-	MOS	40		-	-	\$ -
11	-	MOS	50		-	-	\$ -
12		LS	160	800	-	-	\$ -
13	-	LS	50	50	-	-	\$ -
14	1.0	LS	100		107.00	-	\$ 107.00
15	1.0	LS	250		267.50	-	\$ 267.50
16		DAYS	5		-	-	\$ -
17	-	LS	250		-	-	\$ -
18		MON	250		-	-	\$ -
19	1.0	LS	250		267.50	-	\$ 267.50
20	1.0	JOB	250		267.50	-	\$ 267.50
21	1.0	LS	250		267.50	-	\$ 267.50
22		LS	150		-	-	\$ -
23		EA	150		-	-	\$ -
24		MON	35		-	-	\$ -
25		MON		350	-	-	\$ -
26	1.0	LS		1,500	-	1,500.00	\$ 1,500.00
27	3.3	MON	150		535.00	-	\$ 535.00
28	1.0	LS	500	500	535.00	500.00	\$ 1,035.00
29	-	EA	300		-	-	\$ -
30		LF	6		-	-	\$ -
31		EA	200		-	-	\$ -
32		MON	75		-	-	\$ -
33		LS		500	-	-	\$ -
34	2.5	MON	500	50	1,337.50	125.00	\$ 1,462.50
35	3.8	EA	125		501.56	-	\$ 501.56
36	60.0	YDS	7		449.40	-	\$ 449.40
37	30.0	DAYS	5	125	160.50	3,750.00	\$ 3,910.50
38	2,500.0	sqft		0.35	-	875.00	\$ 875.00
39	-	MON			-	-	\$ -
40	1.0	JOB	150	350	160.50	350.00	\$ 510.50
41	4.0	SETS		75	-	300.00	\$ 300.00
42		LS			-	-	\$ -
43		LS			-	-	\$ -
44	-	LS		1,000	-	-	\$ -
45		LS			-	-	\$ -
46		LS		1,500	-	-	\$ -
47	1.0	LS		750	-	750.00	\$ 750.00
48					-	-	\$ -
49					-	-	\$ -
50					-	-	\$ -
51					-	-	\$ -
52					-	-	\$ -
53					-	-	\$ -
54					-	-	\$ -
55					-	-	\$ -
insert as needed any line item							

TOTAL 4,856.46 8,150.00 \$ 13,006.46

Construction Manager Overhead Multiplier

Submitted By: **Cook Brothers, Inc.**

Submitted On: **November 3, 2020**

For: **Continuing Contract**

To: **Gadsden County School Board
Division of Construction and Facilities**

STAFF LABOR MULTIPLIER			
Staff Costs	Project Staff	Field Labor	Remarks
Base Salary - Monthly			
FICA - Social Security/Medicare	0.07650	0.07650	
FUTA - Federal Unemployment	0.00800	0.00800	
SUTA - State Unemployment	0.05400	0.05400	
Retirement & 401K Match	0.06000	0.06000	
Profit Sharing - Bonus	n/a	n/a	
Annual Leave	0.05769	0.01923	3 Weeks Staff / 1 Week Field
Sick Leave	0.03846	0.03846	2 Weeks
Holiday Leave	0.03846	0.03846	2 Weeks
INSURANCE			
Workman's Compensation - Office	0.01930	n/a	FCCI
Workman's Compensation - Field	n/a	0.1242	FCCI
Liability Insurance - Office	0.02000	n/a	
Liability Insurance - Field	n/a	0.02000	
Health Insurance	0.11343	0.09723	Staff-\$589.83/Month Field-\$337.05/Month
Life Insurance	0.00000	0.00000	
OTHER STAFF BENEFITS			
Training & Education	0.01603	0.00000	\$1,000 Annual
Licensing	0.01603	0.00000	
Vehicle Allowance, fuel, maintenance	n/a	n/a	Superintendent's Truck included in Construction Phase Fee*
Cellular Phone Service	n/a	n/a	Mobile Phone to be included in Construction Phase Fee.**
OTHER OFFICE SUPPORT COSTS			
Technology Support	0.00801	n/a	\$500 Annual
Accounting & Bookkeeping	0.05609	0.00000	\$3,500 Annual
TOTAL:	0.581998077	0.536079808	

*Superintendents Truck and costs will be included as part of the Construction Phase Fee for each project.

**Mobile (cell) phones to be included as part of the Construction Phase Fee for each project.

Milo Food Service Equipment Dist. Inc.
 477 Via Hermosa
 West Palm Beach, FL 33415
 PH: 561-723-7193
 FAX: 561-880-6992

P. 1

10-4-19

Attn: Bill Hunter

From: Mike, Milo Food Service Equipment Dist. Inc.

Re: Walk-in Cooler & Freezer: Gadsden Schools Food & Nutrition Warehouse
 Per Palm Beach County Schools Bid # 17C-38T

“Approved Equipment Manufacturer”

<u>Manufacturer Name</u>	<u>Price</u>	<u>Percent Discount</u>	<u>Unit</u>	<u>Total</u>
<u>Bally MFG</u>		50%	-	
1 Walk-in Cooler approx. 87'-3-1/2" x 27'-10-1/2" x 11'-8"(H) per specs (See Bally Factory List Price Details Sheet For all details)	\$445991.56	<\$222995.78>	\$222995.78	\$222995.78
1 PE Sealed Drawings For Indoor Structure (PE Sealed Drawings For All Site Work Including Floor And Sub-Floor Construction By GCSD Or Their General Contractor)				850.00
1 Freight				3140.00
1 Warranty: 5 Year Compressor Only (5 Units)				2700.00

Per Palm Beach County Schools Bid # 18C-16L:

“Additional Information”

Item 6d: Additional Services: Custom Fabrication

5 Condensing Unit Stand For Outdoor Condensing Units 36"(H) To Accommodate Dimensions of 5ea Condensing Units Listed On Bally Details Sheet. All Aluminum Constr. (Concrete Slab(s) and installation as needed to be by GCSD or their General Contractor)			485.00	2425.00
--	--	--	--------	---------

Grand Total: \$232110.78
 SEE NEXT PAGE

- * Includes Preconstruction site visits to ensure specifications match site requirements.
- * Upon delivery of walk-in units and all components listed above, free of damage, Milo Food Service Equipment will have met all obligations on the order. At that time, the invoice will be submitted and payment will be made in 30 days Per Palm Beach County Bid 17C-38T

Signed X _____

- * Although Milo's duties will be complete at this time, please call at any time if any product support is needed and I will assist in providing any additional info needed for a successful installation.
- * Please refer to Bally List Price Details Sheet and shop drawings for all warranty and technical details.
- * Warranties also include std. 10 Year Panel Warranty
- * Please see details regarding all materials supplied. All materials not listed will be supplied by GCSD or their General Contractor
- * Shop drawings will be provided and field dimensions will be verified, and we will meet for final pre-production site meetings with all trades once order is received and site engineering is complete to finalize all details and discuss job schedule.



Refrigerated Structures Division
Morehead City, NC 28557 (800) 242-2559

Last Update: reifert 10/3/2019

Revisor:

To: Milo Foodservice

Quote No: 179783-4-0-RJE

Job Name: Gadsden County Schools Indoor Warehouse

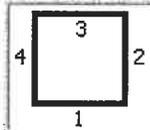
Date: 9/20/2019 PVD: 9/10/2019()

From: Rob Eifert
 Bally Refrigerated Boxes, Inc
 135 Little Nine Drive
 Morehead City, NC 28557

Attn: INDOOR WAREHOUSE

Phone: (252)240-5920 Fax: (252)240-0258

Box Shape



Indoor Structure

NSF APPROVED

Bally Prefabricated Exterior Dimensions:

87'-3½" Length x 27'-10½" Width x 11'-8" Height
 2 Compartments Less Floor w/ Anchor Clips
 Ceiling: Multi Span - Self-Supporting

Panel Thickness:

4" Exterior Vertical Used (11'-4") with 4" Partition, 4" Ceiling

Details on Following Page(s)

NOTE: Freight shown is an estimate based on current published rates. A fuel surcharge will be added and changes continuously.

Walk-in Price:	\$315,064.41
Refrigeration Price:	\$131,573.81
2-Rows 1/8" Alum Rub Rail Exposed Exterior - :	\$5,637.00
PE Sealed Drawings for Indoor Structure - :	\$850.00 Net Adder
Total Price (FOB Plant) (Less Refrig. Warranties)	\$452,275.22 List
Estimated Freight:	\$3,140.00
Optional Warranties: (not included in Total Price)	
5 Year Compressor Only Warranty(s):	\$2,700.00 Net

Payment terms and conditions are available upon request.

This quotation was based on information supplied to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations, and any improper information supplied to us.

Signature: _____

Rob Eifert

Date: _____

We are not responsible for the selection or recommendation of the panel finish for any building or walk-in application.

NOTE: Quoting Bally standard specifications, sizes, and finishes.

This quotation is good through 12/19/2019

Bally Refrigerated Boxes, Inc. is compliant with Federal Energy Independence and Security Act of 2007 (Public Law 110-140) Title III; Section 312, regarding Walk-In Coolers and Walk-In Freezers.



Refrigerated Structures Division
Morehead City, NC 28557 (800) 242-2559

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From: Rob Eifert
 Bally Refrigerated Boxes, Inc
 135 Little Nine Drive
 Morehead City, NC 28557

Attn: INDOOR WAREHOUSE

Phone: (252)240-5920 **Fax:** (252)240-0258

Indoor Structure

NSF APPROVED

Bally Prefabricated Exterior Dimensions:

87'-3½" Length x 27'-10½" Width x 11'-8" Height
 2 Compartments. Less Floor w/ Anchor Clips
 Ceiling: Multi Span - Self-Supporting

Panel Thickness:

4" Exterior Vertical Used (11'-4") with 4" Partition, 4" Ceiling

Details and specifications for Quote No: 179783-4-0-RJE

Comments:

Quoting Indoor 2 compartment Warehouse less Floor installed on existing slab with new insulated slab poured inside the Bally panels.

Base Finish:

Vertical and Ceiling Panels: Embossed Galvalume (26 GA)

Special Finishes:

Interior Verticals - Embossed White (190 Series)
 Interior Ceiling - Embossed White (190 Series)
 Exposed Ext. Verticals - Embossed White (190 Series)
 Exterior Ceiling - Embossed White (190 Series)

Doors/Openings:

- 1 36" x 78" Hinged Door In a 46" x 136" Panel
- 2 6' x 9' L/F Metal Capped Wood Framed Opening

Accessories and Extras:

- 26 48" LED KEIL 48x754-CL-N Light
 - 40° F to 100° F(Range)
- 5 Lighting Relay
 * Need when wire more than 6 LED Light to switch
- 1 6'x9' Power Bi Part Slide door with 36" H Kickplates, Remote control Entry (Cooler)
- 1 6'x9' Power Bi Part Slide door with 36" H Kickplates, Remote control Entry (Freezer)
- 5 Kason 1901B Motion Detector for Lighting
- 203' L/F Self Supporting 8" Channel
- 2639 S/F - 5" Hi Density Board Urethane
- 2639 S/F - Vapor Barrier
- 24 S/F Emboss White (Galv) (Closure Metal)
- 1 S/S Pressure Relief Port (Indoor)
- 1 SmartGate Router
- 122 WA-1 Wall Anchor
- 8 WA-2 Wall Anchor

Refrigeration:

- 2 BLP 426MA-S2B-TSV+ 208/230/1/60



Refrigerated Structures Division
Morehead City, NC 28557 (800) 242-2559

Last Update: reifert 10/3/2019

Revisor:

To: Milo Foodservice

Attn: INDOOR WAREHOUSE

Quote No: 179783-4-0-RJE

Job Name: Gadsden County Schools Indoor Warehouse

Date: 9/20/2019 **PVD:** 9/10/2019()

From: Rob Eifert
 Bally Refrigerated Boxes, Inc
 135 Little Nine Drive
 Morehead City, NC 28557

Phone: (252)240-5920 **Fax:** (252)240-0258

- SmartVap+ Air Defrost with EEV Installed
- 2 Oversized Receiver 3.0 - 7.5 HP
- 2 Suction Accum W/Heat Excgr 3 - 7 1/2 HP
- 6 BLP 317LE-S2B-TSV+ 208-230/1/60
- SmartVap+ Electric Defrost with EEV Installed
- 2 BEZA 030 H8 HT4CB (460/3/60)
- Scroll Unit 28400 BTU
- 3 BEZA085L8 HT3C Outdoor Cond Unit 460/3/60, 6-lead Phase Mon, Suct Accum,
- 2 Liquid/Suction Heat Exchanger (Cooler Evaporator)
- 6 Liquid/Suction Heat Exchanger (Freezer Evaporator)

Estimated Shipping:

Weight: 36,836.28

Destination: Quincy, FL 32351



Refrigerated Structures Division
Morehead City, NC 28557 (800) 242-2559

Last Update: reifert 10/3/2019

Revisor:

To: Milo Foodservice

Quote No: 179783-4-0-RJE

Job Name: Gadsden County Schools Indoor Warehouse

Date: 9/20/2019 **PVD:** 9/10/2019()

From: Rob Eifert
 Bally Refrigerated Boxes, Inc
 135 Little Nine Drive
 Morehead City, NC 28557

Attn: INDOOR WAREHOUSE

Phone: (252)240-5920 **Fax:** (252)240-0258

Deviations (Alternates, Remarks, Clarifications, Etc.):

Exclusions (Items Not Supplied by Bally):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Shelving, Racks, Interior Accessories | <input checked="" type="checkbox"/> Caulking and Sealants |
| <input checked="" type="checkbox"/> Labor on Warranties | <input type="checkbox"/> Refrigeration Systems |
| <input checked="" type="checkbox"/> Alarm Systems | <input checked="" type="checkbox"/> Refrigeration Accessories |
| <input checked="" type="checkbox"/> Supervision | <input type="checkbox"/> Closure Panel and Trim |
| <input checked="" type="checkbox"/> Tubing, Wiring for Rfg. Equipment | <input checked="" type="checkbox"/> Sleeves, Penetrations, Escutcheon Plates |
| <input checked="" type="checkbox"/> Compressor Rack | <input checked="" type="checkbox"/> Floor Insulation and Vapor Barrier |

Cancelled Orders:

Cancelled unshipped standard walk-ins will be charged a 30% restocking fee plus the cost of special panels. Cancelled refrigeration systems will be charged a 30% restocking fee and the cost of any freight accrued. Buy-out items will be charged a 25% restocking fee plus any freight accrued.

Agency Ratings: Bally units comply or surpass applicable Flame Spread-25, UL, UL 723, & NSF standards in a manner conforming to ASTM E-84, and Factory Mutual standards.

Quotation Limitations:

This quotation was based upon the specifications given to Bally which may possibly be incomplete. Bally is not responsible for items missing from the quotation due to incomplete or excluded items in the specifications received from the customer. The customer is responsible for reviewing the quotation for omissions or deviations from the specifications given to Bally. All portions of the quotation are subject to revision upon receipt of detailed specifications or if changes are made following the delivery of the original quotation.

Panel Construction: Bally Panels are manufactured with environmentally friendly HFC 245-FA polyurethane foam. This polyurethane foam offers the highest thermal insulation value and the most energy efficiency per cubic inch in comparison to similar foams. It has a zero Ozone Depletion Potential (ODP) and a low Global Warming Potential (GWP). It is not considered a Volatile Organic Compound (VOC) in the US. Standard 4" Bally panels meet the 2009 Federal Energy Standards.

Refrigerants: Unless otherwise specified, refrigeration systems are quoted with environmentally friendly HFO R448A refrigerant. It has a Low Global Warming Potential (GWP) and the EPA lists it as an acceptable substitute for R404A and other high GWP refrigerants.

Automatic Door Closers: Bally includes automatic door closers and spring loaded hinges on all doors 42" wide and smaller as a standard feature with no additional charge that meet the 2009 Federal Energy Standards.

Motors: Bally units are quoted with EC and PSC motors in compliance with federal energy standards, for increased energy savings.

Lighting: Bally units are quoted with lighting in compliance with federal Energy Standards for increased energy savings.

Optional Features: Bally offers additional optional energy-saving features such as Walk-In Alarm & Light Management systems that comply or surpass the 2009 Federal energy regulations.



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ
DIRECTOR

MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

June 6, 2017

Milo Food Service Equipment Dist., Inc.
477 Via Hermosa
West Palm Beach, FL 33415

Attn: Michael S. Milo
Email: mfse@comcast.net

Subject: Letter of Agreement
Bid Number: 17C-38T
Title: Term Contract for Purchase and Installation of Indoor and Outdoor Walk-in Coolers and Freezers
Contract Term: May 24, 2017 through May 23, 2020

Dear Mr. Milo:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish equipment and services. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover equipment and services as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. If you have not previously completed Vendor Record & W9 forms please do so and return along with your Certificate of Insurance.

If you have any questions, please do not hesitate to call my office at **561-434-8507**. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz, C.P.M., Director
Purchasing Department

CC: bid file
Dennis Messerli, Purchasing Agent 

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

Revised 4/14/16

Date: _____
Michael J. Burke, Chief Financial Officer
Award per School Board Policy 6.14

Date: _____
Robert M. Avossa, Ed.D., Superintendent
Award per School Board Policy 6.14

**INVITATION TO BID NO.: 17C-38T – TERM CONTRACT FOR PURCHASE AND INSTALLATION OF
INDOOR AND OUTDOOR WALK-IN COOLERS AND FREEZERS**

DATE: May 15, 2017
DATE SOLICITED: April 14, 2017

DATE OPENED: May 5, 2017
DATE POSTED: May 15, 2017

CONTRACT PERIOD: May 24, 2017 through May 23, 2020
DEPARTMENT: 9151 FUND: 4100 FUNCTION: 7602 ACCOUNT: 584120
FUNDING SOURCE: School Food Service
REQUESTING DEPARTMENT: School Food Service

FINANCIAL IMPACT

The annual financial impact to the General budget is not to exceed \$250,000. The source of funds is the School Food Service budget.

Items to be purchased include purchase and installation of walk-in coolers and freezers.

AWARD RECOMMENDATION / TABULATION

<u>Vendor</u>	<u>Minority Status</u>
<u>Advance Case Parts, Inc.</u>	--
<u>Florida Commercial Appliance Parts and Service</u>	--
<u>Milo Food Service Equipment Dist., Inc.</u>	--
<u>W.H. Reynolds Distributor, LLC</u>	--

LEGEND:

_____ = Award

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original RFP / Bid document is available upon request.

Revised 5/1/16

SUMMARY OF AWARDS

<u>Vendor:</u>	<u>Labor- Regular</u>	<u>Labor- Overtime</u>	<u>Materials- Cost Plus</u>	<u>Sub-contracted Work-Cost Plus</u>
Advance Case Parts, Inc. MFG's: American Panel, Bally (Indoor Only), Kysor Panel, Masterbuilt, Amerikool, Dade Engineering	\$70.00	\$105.00	10%	n/a
Florida Commercial Appliance Parts and Service MFG's: American Panel, Bally (Indoor Only), Kysor Panel, Artic	\$85.00	\$170.00	10%	10%
* Milo Food Service Equipment Dist., Inc. MFG's: American Panel, Bally (Indoor Only), Kysor Panel, Masterbuilt, Thermokool, Kolpak, Harford, Imperial Brown, Mr. Winter, Heatcraft (Refrigeration Equipment), Kason (Walk-in Parts)	\$69.00	\$99.00	10%	10%
W.H. Reynolds Distributor, LLC MFG's: American Panel, Bally (Indoor Only), Kysor Panel, Masterbuilt, Thermokool	\$120.00	\$180.00	5%	5%

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DM
DGM:DM

AGENDA ITEM

INVITATION TO BID NO.: 18C-16L - TERM CONTRACT FOR CAFETERIA AND CULINARY ARTS
EQUIPMENT, OEM PARTS, INSTALLATION AND REPAIR

DATE: August 2, 2017
DATE SOLICITED: June 28, 2017
PRESENTED TO BOARD: September 27, 2017

DATE OPENED: July 24, 2017
DATE POSTED: August 2, 2017

CONTRACT PERIOD: October 31, 2017 through October 30, 2020
DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
FUNDING SOURCE: School Food Service
REQUESTING DEPARTMENT: School Food Service

FINANCIAL IMPACT

The annual financial impact to the Special Revenue Food Service and Capital Maintenance Transfer Budgets are not to exceed \$3,500,000.

Items to be purchased include School Food Service and Culinary Arts equipment, OEM parts, installation and repair.

AWARD RECOMMENDATION / TABULATION

(See attached Bid Summaries)

<u>VENDOR</u>	<u>MINORITY STATUS</u>
<u>Advance Case Parts, Inc.</u>	---
<u>(AllPoints Foodservice Parts and Supplies)</u>	---
<u>Florida Commercial Appliance Parts & Service Inc.</u>	---
<u>General Hotel & Restaurant Supply Corporation</u>	---
<u>Gulf Ice Systems, Inc.</u>	6
<u>Heritage Food Service Group</u>	---
<u>J.M.B. Repairs, Inc.</u>	---
<u>Milo Food Service Equipment Dist., Inc.</u>	---
<u>School Specialty, Inc.</u>	---
<u>Unisource Marketing Group</u>	---

LEGEND:

- _____ = Award - Primary
- _____ = Award - Secondary
- () = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

Revised 4/14/16

EXCEPTIONS:

Section III, OEM Parts

AllPoints Foodservice Parts and Supplies – Rejected. Responses given represented percentage discount off of OEM list price. Requirement was to list percentage mark-up.

Heritage Food Service Group. Items: 4, 8, 41, 45, 46, 50, 63, 66, 81, 82, 84, 85, 93, 104, 115-118, 120, 125, 126, 128, 136, 137, 166, 169. Rejected. Requirement was to list percentage mark-up.

TIE BIDS

Section I: Items 9, 47, 87.

Section II: Items 8, 47, 54, 69, 87.

Awards: Primary and Secondary:

<u>VENDOR</u>	<u>AWARD - PRIMARY</u>	<u>AWARD - SECONDARY</u>
Advance Case Parts, Inc.	Section I: 7, 9, 11-13, 16, 17, 19-21, 24, 30, 32, 33, 36, 40, 44, 46, 48, 50, 52, 53, 55, 61, 64, 68-68, 70, 71, 74-76, 79-81, 83-87, 89-91, 93, 94, 96, 98, 102, 104, 105, 108, 109, 111-113, 115, 116, 118, 120, 121, 124, 126, 128, 129, 131-133, 135-140, 143-145, 148, 151, 157, 158, 164, 166-170, 172, 175. Section II: 3, 6, 7-13, 15-25, 27, 29-34, 40-42, 44, 48-53, 55-62, 64-71, 74-86, 88-98, 101, 102, 104-106, 108-121, 124-129, 131-170, 172-175.	Section I: 3, 5, 6, 8, 10, 15, 18, 23, 25, 27, 29, 37, 38, 42, 45, 49, 51, 55, 58, 59, 60, 63, 65, 78, 82, 88, 92, 95, 97, 100, 103, 106, 107, 110, 114, 119, 123, 125, 134, 141, 147, 153, 155, 156, 159, 162, 165, 171, 173, 174. Section II: 1, 2, 4, 5, 14, 26, 28, 35-39, 43, 45-47, 54, 63, 72, 73, 87, 99, 100, 103, 107, 122, 123, 130, 171.
Florida Commercial Appliance Parts & Service Inc.	Section III: 1, 2, 4-37, 39-45, 47-57, 59-113, 115-158, 160-162, 164-175.	Section III: 3, 38, 46, 58, 159, 163.
General Hotel & Restaurant Supply Corporation	Section I: 1, 2, 3, 6, 8, 10, 14, 18, 22, 23, 25-27, 29, 31, 34-35, 37-39, 49, 51, 54, 56, 57, 62, 63, 65, 72, 73, 77, 78, 82, 88, 92, 95, 97, 99, 101, 108, 107, 110, 114, 117, 119, 122, 125, 127, 130, 134, 141, 142, 146, 147, 152, 158, 160-163, 165, 173, 174.	Section I: 4, 28, 41, 43, 47, 56, 58, 59, 60, 69..
Gulf Ice Systems, Inc.	Section I: 69 Section II: 69	Section I:
Heritage Food Service Group	Section III: 163,	Section III: 134, 135, 155,
J.M.B. Repairs, Inc.	Section I: 103, 123. Section II: 43, 73, 87, 103, 123, 130. Section III:	Section I: 9, 23, 87, 130. Section II: 8. Section III: 1, 2, 4-24, 26-29, 31-37, 39-45, 47-57, 59-113, 115-133, 136-154, 156-158, 160-162, 164-175.

Revised 4/14/16

Milo Food Service Equipment Dist., Inc.	Section I: 4, 5, 15, 28, 41, 47, 58, 100, 139, 159, 171. Section II: 1, 2, 4, 5, 14, 26, 28, 35, 39, 47, 54, 58, 63, 72, 99, 100, 107, 122, 171.	Section I: 1, 2, 4, 5, 14, 22, 26, 31, 35, 39, 64, 58, 62, 72, 77, 99, 107, 117, 122, 127, 146, 161. Section II: 69, 118, 159.
School Specialty, Inc.	Section I: 45.	
Unisource Marketing Group	Section III: 3, 38, 46, 58, 114, 159.	Section III: 25.

According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both or all vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both or all vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event there is a 3-way tie, vendor's company name will be chosen in a drawing.

RECOMMENDATIONS:

- Sections I and II:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the highest fixed percentage discount as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.
- Section III:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the lowest percentage mark-up as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.
- Section IV:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DG:GM:AB

Revised 4/14/16

18C-16L ADDITIONAL INFORMATION

This Additional Information will not be used in the evaluation of the bid.

1. Delivery of Parts (after receipt of order):	N/A	N/A (calendar days)
2. Delivery of Equipment (after receipt of order):		28-56 (calendar days)
3. Minimum Order Amount: (if applicable)	N/A	\$ _____
4. School District Purchasing Card Accepted?	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
5. Balance of Line Discount: The "balance of line" shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee(s)		0 %
6. Additional Services:		
a. Provide quotes for Custom Stainless Steel Work ?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
b. Provide quotes for Custom Traffic Control Railing ?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
c. Provide quotes for custom glass work for breath guards ?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
d. Provide quotes for custom fabrication of drain covers, and other miscellaneous sheet metal parts to also include counter modification?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
e. Provide quotes for powder-coating of various accessories relating to serving equipment?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
f. Provide quotes for repair and installation of quarry tile?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
g. Provide quotes for repair or installation of any drywall or wood work related to installation of serving line areas ?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
7. Please list any additional licenses your company holds (for example: Electrical, Plumbing, HVACR or Drywall specialty contracting licenses.)		
<p align="center">N/A</p> <p align="center">Michael M. Melo 7-23-17</p>		

Milo Food Service Equipment Dist. Inc.
477 Via Hermosa
West Palm Beach, FL 33415
PH: 561-723-7193
FAX: 561-880-6992

9-26-19

Attn: Bill Hunter

From: Mike, Milo Food Service Equipment Dist. Inc.

Re: PBCSD 17C-38T Walk In Cooler And Freezer Purchase

Offer to Piggyback Contract

This letter is to serve as the offer from Milo Food Service Equipment Dist., Inc to Gadsden School District to piggyback the above referenced contract for the purchase Walk In Coolers and Freezers.

Attached is the award document, term, and bid summary.

Upon acceptance of this offer, a formal quotation per referenced bid contract will be submitted to Food And Nutrition as requested for current projects.

Thank you for the opportunity to supply Walk in Coolers and Freezers and please let me know if you need any further information.

Best Regards,

Michael S. Milo



Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
32000 Blue Star Highway
Midway, FL 32343
850-562-2121

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 10/5/2020

QUOTATION NO: MA20-30800442

CUSTOMER NAME: **GADSDEN COUNTY SCHOOLS**

ESTIMATED SHIPPING LEAD TIME: **12-14 weeks**

ADDRESS:

SHIPPING VIA/FOB: **JOBSITE**

CITY/STATE/ZIP: , FL

ESTIMATED SUBMITTAL LEAD TIME: **4 weeks**

PHONE:

JOBSITE ADDRESS:

PROJECT NAME: **FOOD SERVICE 200KW GENSET**

CITY/STATE/ZIP: **FL**

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Pricing per Florida Department of Management Services "Construction and Industrial Equipment" Contract No 22101000-15-1 July 1, 2015- June 30, 2021		
Group 15 Power Generators		
Caterpillar Base Equipment 20% MSRP Discount		
NAC178P- C7.1 Diesel Engine Genset 200kW, CERTESE- EPA Stationary Emergency 60H0480- Voltage Indication 480V STANDBY- Standby Power Application OGNSEAC- LC5014 SE Generator	MSRP \$39,752.00	\$31,802.00
	MSRP \$8,304.00	\$6,643.00
OEM Options 10% MSRP Discount		
SATCBC- L1 Sound Attenuated Steel- White Enclosure	MSRP \$13,677.00	\$12,309.30
ELACDC1- AC & DC Lights	MSRP \$869.00	\$782.10
CPOB- Control Panel Wiring	MSRP \$533.00	\$479.70
PAA1- Panel Mounted Alarm	MSRP \$58.00	\$52.20
VFRCON- Gen Running Relay	MSRP \$71.00	\$63.90
CBK404A- 400A Breaker	MSRP \$1,277.00	\$1,149.30
PWRCTRH- Power Center RH	MSRP \$941.00	\$846.90
SUSE1B- Neutral Bar	MSRP \$178.00	\$160.20
SHTSUX- Shunt Trip	MSRP \$166.00	\$149.40
PBC10NU- Battery Charger 10A	MSRP \$1,050.00	\$945.00
WHHH- High Efficiency Coolant Heater	MSRP \$1,182.00	\$1,063.80

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Mike Acree
Mike Acree, Engine Sales

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- Cancellation Fee: If, at any time, Buyer repudiates, cancels or otherwise terminates this Order, Ring Power Corporation shall, without waiving any rights or remedies allowed by law, collect from Buyer, and Buyer shall remit to Ring Power Corporation within 10 business days of repudiation, cancellation or termination, an amount equal to 25% of the total Purchase Price of this Order.
- No retainage to be withheld Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **NO SALES TAX is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

Quote No. **MA20-30800442**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
PMEXC13- Permanent Magnet Excitation WSS1- Low Coolant Level Shutdown	MSRP \$1,217.00 MSRP \$177.00	\$1,095.30 \$159.30
Accessories 5% MSRP Discount		
CAT ATS- One (1) new ASCO 300G, SE Rated 150A, 3-pole, 3R One FDEP approved Sub-base fuel tank 72-hour 1200-gallons	MSRP \$ 10,720.00 MSRP \$16,120.00	\$10,184.00 \$15,314.00
Net Items		
ULLIST- UL2200 Listed Package Caterpillar Five (5) Year/2500 hour ESC Platinum (Extended Warranty) SWP0021- Shrink Wrap Protection		\$196.00 \$1,320.00 \$105.00
Dealer Labor for Load Test		
NFPA 110 Load Test- 5 hours @ \$140.00 per hour.		\$700.00
Electrical Installation- by Albritton Electric. Labor and materials to pour concrete pad, intercept existing 150A utility feed, install Automatic Transfer Switch, run conduit and cable from generator to ATS, and shore power circuits for jacket water heater and battery charger.		
		\$19,440.00
Crane- to set Generator on pad.		\$1,800.00
TOTAL		\$106,760.20
Notes:		
No SALES TAX Included.		
No Lightning Protection Included.		
Caterpillar Standard Warranty is Two (2) Years/400 hours		
Start-up and Four hour Load test is Included.		
All Labor Quoted is Regular Hours Monday – Friday 8:00am-4:00pm.		
No NETA Testing Included. No Inferred testing Included.		
Delivered to job site, and set in place.		
One Day Start-up and Battery Included in DMS Base Bid.		
If tank over 550 gallons registering of the fuel tank with FDEP is the Owners Responsibility.		
No Remote Annunciator Included		
All Existing Wire is assumed to be good, and reused.		
Generator Size Provide by Gadsden County School.		
The scope of this proposal does not include any soil testing, or modifications to the site layout, or utility (storm, sewer, etc...) infrastructure, and such as Civil and Structural are not included.		
<i>Copper and other Building Materials; At the time of PO issue if the price of copper wire or other building materials shall significantly increases an equitably adjusted by an amount reasonably necessary to cover any such significant price increases shall be required. Such price increases shall be documented through quotes.</i>		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

Date of School Board Meeting: December 15, 2020

TITLE OF AGENDA ITEM: Gadsden County High School

DIVISION: Secondary Education

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

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

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Gadsden County High School is requesting approval for two out-of-state field trips to Thomasville, GA (December 28-30, 2020 and January 8, 2021). Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sylvia R. Jackson, Ed.D.



POSITION: Area Director of Secondary Education/ Director of Adult, Career and Technical Education

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 _____

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

FIELD TRIP REQUEST

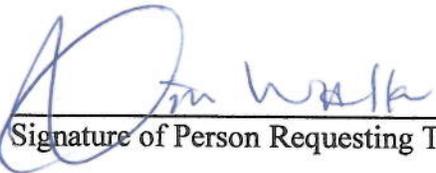
SCHOOL: Ogden County High	CONTACT FOR FIELD TRIP: Diane Walker
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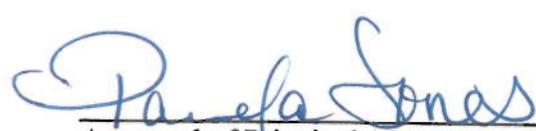
DATE OF TRIP: 12/28-30/2020	WHO IS ATTENDING: (grade/organization) Girls Basketball Team 9th-12th
---------------------------------------	---

LOCATION: Thomasville Ga.	TRAVELING BY: <input checked="" type="checkbox"/> School bus <input type="checkbox"/> Charter bus
-------------------------------------	---

PURPOSE:
Christmas Tournament

SCHOOL BUS – Required items for approval: <ol style="list-style-type: none"> 1. Principal's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request 	CHARTER BUS – Required items for approval: <ol style="list-style-type: none"> 1. Principal's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Copy of charter bus contract with signatures 5. Proof of Insurance showing either district or school as insured
--	---


Signature of Person Requesting Trip


Approval of Principal (signature required)

_____ APPROVED	_____ DENIED
_____ Superintendent/Designee	_____ Date

Please forward completed form via district mail or fax to:
Mrs. Cheryl Ellison
Program Assistant for Curriculum & Instruction
Fax: (850) 627-3530 Email: ellisonc@gcpsmail.com

Gadsden County High School

Girls Basketball Itinerary

At 315 Hansel St, Thomasville Ga. 31792

Coaches: Diane Walker, Dwyane Moore, Tamra Fitzgerald, Cathy Robinson

December 28, 2020

- 10:00 a.m. Depart for Thomasville Ga. (Players and Coaches)
- 1:00 p.m. Game Start (subject to change base upon delays)
- 3:00 p.m. – 4:00 p.m. Players will eat at McDonalds or Subway
- 4:00 Depart Restaurant en-route to Gadsden County High
- 6:00 p.m. Arrive back at Gadsden County High

December 29, 2020

- 10:00 a.m. Depart for Thomasville Ga. (Players and Coaches departure time subject to change)
- 1:00 p.m. Game Start (subject to change base upon delays)
- 3:00 p.m. – 4:00 p.m. Players will eat at McDonalds or Subway
- 4:00 Depart Restaurant en-route to Gadsden County High
- 6:00 p.m. Arrive back at Gadsden County High

December 30, 2020

- 1:00 p.m. Depart for Thomasville Ga. (Players and Coaches departure time subject to change)
- 4:00 p.m. Game Start (subject to change base upon delays)
- 6:00 p.m. – 7:00 p.m. Players will eat at McDonalds or Subway
- 7:15p.m. Depart Restaurant en-route to Gadsden County High
- 9:45p.m. Arrive back at Gadsden County High

GIRLS VARSITY ROSTER

N	11 th
N	11 th
Zi	12 th
Al	11 th
At	10 th
St	12 th
Ta	10 th
M	9 th
Ji	10 th
A	12 th
L	12 th
J	11 th

Coaches: Diane Walker, Dwayne Moore, Tamra Fitzgerald

2020-21 Gadsden County High

Lady Jaguars

	OPPONENT	LOCATION	DAY	TIMES	V JV
NOVEMBER					
	30 MARIANNA	GADSDEN	Monday	6/730	JV V
DECEMBER					
	2 Suwannee	Suwannee	Wednesday	6/730	JV V
	3 FAMU DRS	GADSDEN	Thursday	6/730	JV V
	7 Marianna	Marianna	Monday	6/730	JV V
	8 Florida High	Florida High	Tuesday	6/730	JV V
	15 NFC	NFC	Tuesday	6	V
	19 Port St. Joe Tournament	Port St. Joe	Saturday	TBA	V
	28 Thomasville Tournament	Thomasville GA	Monday	TBA	V
	29 Thomasville Tournament	Thomasville GA	Tuesday	TBA	V
	30 Thomasville Tournament	Thomasville GA	Wednesday	TBA	V
JANUARY					
	6 SUWANNEE	GADSDEN	Wednesday	6/730	JV V
	8 Brookwood	Thomasville GA	Friday	530/7	JV V
	12 NFC	GADSDEN	Tuesday	6	V
	16 PORT ST. JOE	GADSDEN	Saturday	530	V
	25 Leon	Leon	Monday	6/730	JV V
FEBRUARY					
	1 BROOKWOOD	GADSDEN	Monday	5/630	JV V

VARSITY HEAD COACH: DIANE FROST-WALKER

JUNIOR VARSITY HEAD COACH: TAMRA FITZGERALD

ASSISTANT COACHES
 CATHY ROBINSON
 DWAYNE MOORE

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

FIELD TRIP REQUEST

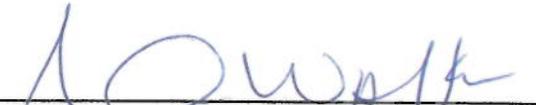
SCHOOL: Gadsden County High	CONTACT FOR FIELD TRIP: Diane Walker
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DATE OF TRIP: 1-8-2021	WHO IS ATTENDING: (grade/organization) Girls Basketball Team 9 th -12 th
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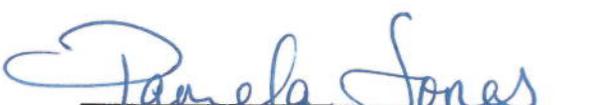
LOCATION: Thomasville Ga. (Brookwood)	TRAVELING BY: <input checked="" type="checkbox"/> School bus <input type="checkbox"/> Charter bus
---	---

PURPOSE: Girls Basketball Game
--

SCHOOL BUS – Required items for approval: <ol style="list-style-type: none"> 1. Principal's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request 	CHARTER BUS – Required items for approval: <ol style="list-style-type: none"> 1. Principal's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Copy of charter bus contract with signatures 5. Proof of Insurance showing either district or school as insured
--	---



 Signature of Person Requesting Trip



 Approval of Principal (signature required)

_____ APPROVED	_____ DENIED
_____ Superintendent/Designee	_____ Date

Please forward completed form via district mail or fax to:
Mrs. Cheryl Ellison
Program Assistant for Curriculum & Instruction
Fax: (850) 627-3530 Email: ellisonc@gcpsmail.com

Gadsden County High School

Girls Basketball Itinerary

At 301 Cardinal Ridge Rd. Thomasville Ga. 31792

Coaches: Diane Walker, Dwyane Moore, Tamra Fitzgerald

January 8, 2021

- 3:45 p.m. Depart for Thomasville Ga. (Players and Coaches)
- 5:30 p.m. Game Start (subject to change base upon delays)
- 9:00-10:00 p.m. Players will eat at McDonalds or Subway
- 10:00 Depart Restaurant in-route to Gadsden County High
- 11:45 p.m. Arrive back at Gadsden County High

GIRLS VARSITY ROSTER

N	11 th
N	11 th
Z	12 th
A	11 th
A	10 th
S	12 th
T	10 th
M	9 th
J	10 th
A	12 th
L	12 th
J	11 th

Coaches: Diane Walker, Dwayne Moore, Tamra Fitzgerald

2020-21 Gadsden County High

Lady Jaguars

	OPPONENT	LOCATION	DAY	TIMES	V JV
NOVEMBER					
	30 MARIANNA	GADSDEN	Monday	6/730	JV V
DECEMBER					
	2 Suwannee	Suwannee	Wednesday	6/730	JV V
	3 FAMU DRS	GADSDEN	Thursday	6/730	JV V
	7 Marianna	Marianna	Monday	6/730	JV V
	8 Florida High	Florida High	Tuesday	6/730	JV V
	15 NFC	NFC	Tuesday	6	V
	19 Port St. Joe Tournament	Port St. Joe	Saturday	TBA	V
	28 Thomasville Tournament	Thomasville GA	Monday	TBA	V
	29 Thomasville Tournament	Thomasville GA	Tuesday	TBA	V
	30 Thomasville Tournament	Thomasville GA	Wednesday	TBA	V
JANUARY					
	6 SUWANNEE	GADSDEN	Wednesday	6/730	JV V
	8 Brookwood	Thomasville GA	Friday	530/7	JV V
	12 NFC	GADSDEN	Tuesday	6	V
	16 PORT ST. JOE	GADSDEN	Saturday	530	V
	25 Leon	Leon	Monday	6/730	JV V
FEBRUARY					
	1 BROOKWOOD	GADSDEN	Monday	5/630	JV V

VARSDITY HEAD COACH: DIANE FROST-WALKER

JUNIOR VARSITY HEAD COACH: TAMRA FITZGERALD

ASSISTANT COACHES

CATHY ROBINSON

DWAYNE MOORE

GADSDEN COUNTY SCHOOL BOARD
REGULAR MEETING: December 15, 2020

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

<p>CHAIRMAN</p>	<p>The next agenda item is Item Number ____ which includes consideration of, and action upon adopting and/or amending School Board Policies. Based upon professional judgment and past experience, modifications of these policies will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on December 15, 2020, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on adopting and/or amending policies numbered 2.70, 3.14, 3.25, 3.40, 3.68, 4.23, 5.55, 5.321, 5.325, 6.11, 6.17, 8.10, 8.50, and 8.502. This hearing is being electronically recorded. The hour is now ____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action. At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.</p>
<p>SUPERINTENDENT</p>	<p>Mr. Chairman, each member of the Board has been furnished a copy of the proposed policies previously described by you. I recommend that the Board adopt and/or amend School Board Policies.</p>

CHAIRMAN	If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time. (QUESTIONS, COMMENTS, ETC., IF ANY.)
MEMBER	Mr. Chairman, I move to adopt and/or amend School Board Policies.
MEMBER	I second the motion.
CHAIRMAN	There is a motion and a second to adopt and/or amend School Board Policies. Is there any further discussion? All in favor of the motion please say aye- All opposed... The policies have been adopted/amended and it is so ordered. The next item on the agenda is Item Number ____.

THE HERALD
PUBLISHED WEEKLY
HAVANA, GADSDEN COUNTY, FLORIDA

State of Florida
County of Gadsden

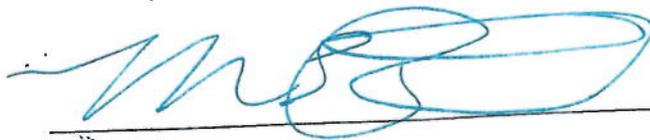
Before the undersigned personally appeared Mark Pettus, who on oath says that he is the publisher of The Herald, a weekly newspaper published at Havana, in Gadsden County, Florida; that the attached copy of advertisement, being a Legal in the matter of

Notice of intent to Adopt Policies

In the _____ Court, was published in said newspaper in the issues of _____

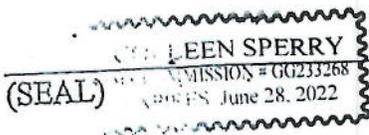
November 5, 2020

Affiant further says that the said The Herald is a newspaper published at Havana, in said Gadsden County, Florida, and that the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each week and has been entered as second class mail matter at the post office in Havana, in said Gadsden County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporations any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 18

day of November, A.D. 2020



Colleen Sperry
Notary Public

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
NOTICE OF INTENT TO ADOPT POLICIES**

DATE OF THIS NOTICE: October 27, 2020

The School Board of Gadsden County, Florida hereby gives notice of its intent to adopt/amend Gadsden County School Board Policies.

PURPOSE AND EFFECT: The purpose and effect of this policy amendment is to establish rules that govern processes while conducting business on behalf of the Board.

RULEMAKING AUTHORITY: Subsection 1001.41(2), Florida Statutes

LAWS IMPLEMENTED: 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, F.S.

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to adopt/amend School Board Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

**A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M.
ON:** Tuesday, December 15, 2020

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:

Roger P. Milton
Superintendent of Schools

NAME OF THE PERSON WHO APPROVED THIS RULE:

Roger P. Milton
Superintendent of Schools

DATE OF SUCH APPROVAL: October 27, 2020

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

Roger P. Milton, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida.

Notice of Intent to Adopt Policies
October 2020
butlerj

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

PROHIBITED DISCRIMINATION, INCLUDING SEXUAL AND OTHER FORMS OF HARASSMENT

2.70*+

I. Policy Against Discrimination

- A. The School Board of Gadsden County, Florida prohibits all forms of unlawful discrimination against students, employees and other persons in all aspects of the District's programs, activities and operations. The term "unlawful discrimination" encompasses any unlawful policy, practice, conduct, or other unlawful denial of rights, benefits, or privileges that is based on any legally protected status or classification under applicable federal, state, or local law including but not limited to race (including anti-semitism), color, religion, gender, age, marital status, sexual orientation, pregnancy, disability, political or religious beliefs, national or ethnic origin, or genetic information. Various state and federal laws establish the actions that do (and do not) constitute unlawful discrimination with respect to each protected status or classification. Where applicable, unlawful harassment that is based on a legally-protected status is one form of unlawful discrimination.
- B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, and/or students, or other persons protected by applicable law.
- C. The School Board shall admit students to District Schools, programs, and classes without regard to race, color, religion, gender, age, national or ethnic origin, marital status, disability or handicap.

II. Policy Against Sexual Harassment or Other Forms of Harassment Prohibited by Law

- A. The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the Board's commitment to equal opportunities and the prohibition of discriminatory practices. The board's prohibition against discriminatory practices includes prohibitions against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids sexual harassment, or any other form of illegal

©EMCS

Adopted: 10/22/2019

Revised: 12/15/2020

Gadsden 2.70*+

harassment, of any employee, student, volunteer or visitor. The Board will not tolerate sexual harassment, or any other form of illegal harassment by any of its employees, students, volunteers or agents.

- B. The prohibition against discrimination including sexual and other forms of illegal harassment shall also apply to non-employee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.

III. Definition of Sexual Harassment

- A. Prohibited sexual harassment includes, but is not limited to, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding any term or condition of employment, employment or academic benefits, or services, honors, programs, or activities available at or through the school.

- B. Types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Graphic verbal comments about an individual's body or appearance.
2. Sexual jokes, notes, stories, drawings, pictures or gestures.
3. Sexual slurs, leering, threats, abusive words, derogatory comments or sexually degrading descriptions.
4. Unwelcome sexual flirtations or propositions for sexual activity or unwelcome demands for sexual favors, including but not limited to repeated unwelcome requests for dates.

5. Spreading sexual rumors.
6. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.
7. Cornering or blocking normal movements.
8. Displaying sexually suggestive drawings, pictures, written materials, and objects in the educational environment.

IV. Definition of Other Forms of Prohibited Harassment

- A. Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual preference, national origin, age, disability, marital status, citizenship or any other characteristic protected by law and that:
 1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;
 2. Has the purpose or effect of interfering with an individual's work or academic performance; or
 3. Otherwise, adversely affects an individual's employment or academic performance.
- B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:
 1. Epithets, slurs, negative stereotyping, humiliation, dehumanizing gestures;
 2. Threatening, intimidating or hostile acts, such as stalking, social exclusion; or
 3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is posted on social media, placed on walls or elsewhere on the school or district office premises or circulated in the workplace or academic environment.

V. Retaliation Prohibited

- A. Any act of retaliation against an individual who files a complaint alleging a violation of the District's anti-discrimination policy and/or sexual or illegal harassment policy or who participates in the investigation of a discrimination complaint is prohibited.
- B. Retaliation may include, but is not limited to, any form of intimidation, reprisal or harassment based upon participation in the investigation of, or filing a complaint of, discrimination.

VI. Procedures for Filing Complaint of Discrimination, Sexual Harassment, or Other Form of Illegal Harassment

A. Complaints. Procedures for filing.

- 1. Any person who believes that he or she has been discriminated against, or placed in a hostile environment based on gender, marital status, sexual orientation, race, national origin, religion, age or disability by an employee, volunteer, agent or student of the School District should within 60 days of alleged occurrence file a written or oral complaint. The complaint should set forth a description of the alleged discriminatory actions/harassment, the time frame in which the alleged discrimination occurred, the person or persons involved in the alleged discriminatory actions, and any witnesses or other evidence relevant to the allegations in the complaint.
- 2. The complaint should be filed with the School Principal, Site Administrator, or supervisor. Complaints filed with the Principal, Site administrator, or supervisor must be forwarded to the District's EEO Officer within five (5) days of the filing of the complaint. If the complaint is against the principal or site administrator, the complaint may be filed directly with the EEO officer.
- 3. If the complaint is against the District's EEO Officer, the Superintendent, or other member of the School Board, the complaint may be filed with the School Board Attorney.

B. Procedure for Processing Complaints

- 1. Complaints filed against persons other than the Superintendent or member of the School Board:

- (i) Upon receipt of the written complaint by the District EEO Officer, the District EEO Officer shall appoint an investigator to conduct an investigation of the allegations in the complaint. The investigator shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the investigator shall prepare a written summary of the investigation, and make a recommendation to the District EEO Officer as to whether there is reasonable cause to believe a violation of the District's anti-discrimination policy has occurred. Copies of documents, evidence and witness statements which were considered in the investigation must be sent to the EEO officer along with the summary and recommendation.
- (ii) If the complaint is against the EEO officer, the School Board Attorney shall appoint an investigator, who shall conduct an investigation in the manner set forth in Section 2(a)(1) above.
- (iii) The investigation, summary, relevant documents, witnesses' statements and recommendation should be completed and forwarded to the EEO Officer within 30 days, or to the School board Attorney within 30 days, if the complaint is against the EEO Officer. The EEO Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) days whether there is reasonable cause to believe a discriminatory practice occurred.
- (iv) If the EEO Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) days provide notice of the reasonable cause finding to the complainant and the accused. The EEO Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent.
- (v) If the EEO Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation and other evidence, that there is no reasonable cause to believe a discriminatory practice occurred, he or she shall provide within ten (10) days notice of the finding of no reasonable cause to the complainant and accused.

- (vi) The complainant may request a no reasonable cause finding by the EEO Officer or School Board Attorney be reviewed by the Superintendent within ten (10) days of receipt of this notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination. The complainant will also be given an opportunity to meet with the Superintendent and EEO Officer/School Board Attorney to present his or her position. The Superintendent and EEO Officer/School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) days of receipt of the notice make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.
- (vii) If review by the Superintendent is not timely requested, the EEO Officer or School Board Attorney's determination of no reasonable cause shall be final.
- (viii) The accused may request, within ten (10) days of receipt of a notice of a finding of reasonable cause, that the determination be reviewed by the Superintendent. The request must include a written statement expressing the accused's position on the complaint and findings, and address any facts, statements or evidence which he or she submits are inaccurate. The accused will be given an opportunity to meet with the Superintendent and the EEO Officer/School Board Attorney to present his or her position. The Superintendent and EEO Officer/School Board Attorney must within ten (10) days of receipt of the notice prepare a memorandum summarizing the content of the meeting to be included in the complaint file.
- (ix) After providing the opportunity for an informal hearing as referenced in section (viii) above, the Superintendent shall evaluate all the evidence, the investigation summary, recommendations and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within ten (10) days of the informal hearing be forwarded to the accused and the complainant,

and a copy of will be filed with and maintained in the office of the District EEO Officer and the Personnel Director.

2. Complaints against School Board Members or against the Superintendent:
 - (i) Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty (20) days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.
 - (ii) The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.
 - (iii) If reasonable cause is recommended by the investigator against a School Board Member or an elected Superintendent, the recommendation shall within twenty (20) days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's Office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official. The School Board shall receive and make the final determination if the Superintendent is appointed by the Board.
 - (iv) A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney shall be final. In compliance with Florida Statute, the investigation file shall become public record and the Superintendent or School Board Member shall answer to their constituency.

- C. Penalties for confirmed Discrimination or Harassment
1. Student. A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the Code of Student Conduct.
 2. Employee or Volunteer. A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.
- D. Limited Exemption from Public Records Act and Notification of Parents of Minors
1. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act (“FERPA”). Limited disclosure may be necessary to complete a thorough investigation as described above. The district’s obligation to investigation and take corrective action may supersede an individual’s right to privacy
 2. The parents of a person under the age of 18 who has filed a complaint of discrimination and/or harassment shall be notified within three (3) days of receipt of a complaint.

STATUTORY AUTHORITY: 120.54; 1001.41, 1001.42; 1012.23, F.S.

LAWS IMPLEMENTED: 112.51; 119.07; 760.01 ET SEQ., 1000.05; 1000.21; 1001.43; 1012.22, F.S.; 34 CFR 99; 34 CFR 200.43(C); P.L. 201-44, CODE OF FEDERAL REGISTER

STATE BOARD OF EDUCATION RULE: 6A-19.001 ET. SEQ.

HISTORY: ADOPTED: 10/22/19
 REVISION DATE(S): 2/15/03, 7/15/03, 12/15/20
 FORMERLY: 2.29, 2.291, 2.71, 2.72, 2.81

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

PROHIBITED DISCRIMINATION, INCLUDING SEXUAL AND OTHER FORMS OF HARASSMENT

2.70*+

I. Policy Against Discrimination

- A. ~~No person shall, on the basis of race, color, religion, gender, age, ethnicity, national origin, marital status, disability, political or religious beliefs, national or ethnic origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law.~~
- A. The School Board of Gadsden County, Florida prohibits all forms of unlawful discrimination against students, employees and other persons in all aspects of the District's programs, activities and operations. The term "unlawful discrimination" encompasses any unlawful policy, practice, conduct, or other unlawful denial of rights, benefits, or privileges that is based on any legally protected status or classification under applicable federal, state, or local law including but not limited to race (including anti-semitism), color, religion, gender, age, marital status, sexual orientation, pregnancy, disability, political or religious beliefs, national or ethnic origin, or genetic information. Various state and federal laws establish the actions that do (and do not) constitute unlawful discrimination with respect to each protected status or classification. Where applicable, unlawful harassment that is based on a legally-protected status is one form of unlawful discrimination.
- B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, and/or students, or other persons protected by applicable law.
- C. The School Board shall admit students to District Schools, programs, and classes without regard to race, color, religion, gender, age, national or ethnic origin, marital status, disability or handicap.

II. Policy Against Sexual Harassment or Other Forms of Harassment Prohibited by Law

- A. The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity.

A vital element of this atmosphere is the Board's commitment to equal opportunities and the prohibition of discriminatory practices. The board's prohibition against discriminatory practices includes prohibitions against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids sexual harassment, or any other form of illegal harassment, of any employee, student, volunteer or visitor. The Board will not tolerate sexual harassment, or any other form of illegal harassment by any of its employees, students, volunteers or agents.

- B. The prohibition against discrimination including sexual and other forms of illegal harassment shall also apply to non-employee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.

III. Definition of Sexual Harassment

- A. Prohibited sexual harassment includes, but is not limited to, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

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2. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.
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5. Spreading sexual rumors.
6. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.
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1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;
2. Has the purpose or effect of interfering with an individual's work or academic performance; or
3. Otherwise, adversely affects an individual's employment or academic performance.

B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:

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A. Complaints. Procedures for filing.

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2. The complaint should be filed with the School Principal, Site Administrator, or supervisor. Complaints filed with the Principal, Site administrator, or supervisor must be forwarded to the District's EEO Officer within five (5) days of the filing of the complaint. If the complaint is against the principal or site administrator, the complaint may be filed directly with the EEO officer.
3. If the complaint is against the District's EEO Officer, the Superintendent, or other member of the School Board, the complaint may be filed with the School Board Attorney.

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1. Complaints filed against persons other than the Superintendent or member of the School Board:

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(ii) If the complaint is against the EEO officer, the School Board Attorney shall appoint an investigator, who shall conduct an investigation in the manner set forth in Section 2(a)(1) above.

(iii) The investigation, summary, relevant documents, witnesses' statements and recommendation should be completed and forwarded to the EEO Officer within 30 days, or to the School board Attorney within 30 days, if the complaint is against the EEO Officer. The EEO Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) days whether there is reasonable cause to believe a discriminatory practice occurred.

(iv) If the EEO Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) days provide notice of the reasonable cause finding to the complainant and the accused. The EEO Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent.

- (v) If the EEO Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation and other evidence, that there is no reasonable cause to believe a discriminatory practice occurred, he or she shall provide within ten (10) days notice of the finding of no reasonable cause to the complainant and accused.
- (vi) The complainant may request a no reasonable cause finding by the EEO Officer or School Board Attorney be reviewed by the Superintendent within ten (10) days of receipt of this notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination. The complainant will also be given an opportunity to meet with the Superintendent and EEO Officer/School Board Attorney to present his or her position. The Superintendent and EEO Officer/School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) days of receipt of the notice make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.
- (vii) If review by the Superintendent is not timely requested, the EEO Officer or School Board Attorney's determination of no reasonable cause shall be final.
- (viii) The accused may request, within ten (10) days of receipt of a notice of a finding of reasonable cause, that the determination be reviewed by the Superintendent. The request must include a written statement expressing the accused's position on the complaint and findings, and address any facts, statements or evidence which he or she submits are inaccurate. The accused will be given an opportunity to meet with the Superintendent and the EEO Officer/School Board Attorney to present his or her position. The Superintendent and EEO Officer/School Board Attorney must within ten (10) days of receipt of the notice prepare a memorandum summarizing the content of the meeting to be included in the complaint file.
- (ix) After providing the opportunity for an informal hearing as referenced in section (viii) above, the Superintendent shall evaluate all the evidence, the investigation summary, recommendations and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause

to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within ten (10) days of the informal hearing be forwarded to the accused and the complainant, and a copy of will be filed with and maintained in the office of the District EEO Officer and the Personnel Director.

2. Complaints against School Board Members or against the Superintendent:

- (i) Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty (20) days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.
- (ii) The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.
- (iii) If reasonable cause is recommended by the investigator against a School Board Member or an elected Superintendent, the recommendation shall within twenty (20) days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's Office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official. The School Board shall receive and make the final determination if the Superintendent is appointed by the Board.

(iv) A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney shall be final. In compliance with Florida Statute, the investigation file shall become public record and the Superintendent or School Board Member shall answer to their constituency.

C. Penalties for confirmed Discrimination or Harassment

1. Student. A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the Code of Student Conduct.
2. Employee or Volunteer. A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

D. Limited Exemption from Public Records Act and Notification of Parents of Minors

1. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act ("FERPA"). Limited disclosure may be necessary to complete a thorough investigation as described above. The district's obligation to investigate and take corrective action may supersede an individual's right to privacy.
2. The parents of a person under the age of 18 who has filed a complaint of discrimination and/or harassment shall be notified within three (3) days of receipt of a complaint.

STATUTORY AUTHORITY: 120.54; 1001.41, 1001.42; 1012.23, F.S.

LAWS IMPLEMENTED: 112.51; 119.07; 760.01 ET SEQ., 1000.05; 1000.21; 1001.43; 1012.22, F.S.; 34 CFR 99; 34 CFR 200.43(C); P.L. 201-44, CODE OF FEDERAL REGISTER

STATE BOARD OF EDUCATION RULE: 6A-19.001 ET. SEQ.

HISTORY: ADOPTED:
REVISION DATE(S): 2/15/03, 7/15/03
FORMERLY: 2.29, 2.291, 2.71, 2.72, 2.81

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Adopted: 10/22/2019
Revised: 00/00/0000

Gadsden 2.70*+

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SUICIDE PREVENTION

3.14+

- I. The School Board is committed to protecting the health, safety and welfare of its students and school community. The Board recognizes that suicide is one of the leading causes of death for Florida's youth. It is critical for families and community members to communicate with and provide information to school staff to identify students at risk of suicide.
- II. The Board directs all school district staff members to be alert to a student who exhibits warning signs of self-harm or who threatens or attempts suicide. Any such warning signs or the report of such warning signs from another student or staff member shall be taken with the utmost seriousness and reported immediately to the Principal or designee.
- III. The Superintendent shall develop procedures to ensure that this policy is carried out in each of the District schools. The Superintendent will prepare and disseminate guidelines to assist school district staff members in recognizing the warning signs of a student who may be contemplating suicide, to respond to a threat or attempted suicide. The Superintendent will develop an intervention plan for in-school suicide attempts, out of school suicide attempts and an appropriate re-entry process, including a re-entry meeting to discuss the development of a safety plan and additional interventions or supports.
- IV. Professional development training in youth suicide prevention opportunities shall be provided to student personnel services staff, administration and instructional staff. A two (2) hour continuing education program of youth suicide awareness and prevention training, utilizing training materials from the list approved by the Florida Department of Education (FLDOE) is also available for all district staff in all job categories as well as other adults on campus who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide. Instruction about how to identify appropriate mental health services and how to refer youth and their families to those services should be included in the program. If all instructional personnel at a District school participate in the two (2) hour training the school will be considered a "Suicide Prevention Certified School".
- V. The Principal shall immediately contact the parent(s) of the student exhibiting warning signs of suicide to inform the parent(s) the student will be referred to a school-based mental health services provider to perform either the C-SSRS or SAFE-T suicide risk assessment prior to determining whether the student requires an involuntary examination (Baker Act).

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1012.583, F.S.

STATE BOARD OF EDUCATION RULE(S):

HISTORY:

ADOPTED: 12/15/2020
REVISION DATE(S): _____
FORMERLY: NEW

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STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1012.583, F.S.

STATE BOARD OF EDUCATION RULE(S):

HISTORY:

ADOPTED: _____

REVISION DATE(S): _____

FORMERLY: NEW

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CHAPTER 3.00 - SCHOOL ADMINISTRATION

AUTOMATIC EXTERNAL DEFIBRILLATORS

3.25+

- I. The School Board authorizes the use of an automatic external defibrillator (AED) in a perceived medical emergency.
- II. All persons who are reasonably expected to use an AED shall be trained to use the device. Employees or volunteers expected to use an AED must complete a course in cardiopulmonary resuscitation (CPR) or a basic first aid course which includes CPR and demonstrated proficiency in the use of a defibrillator.
- III. Each school that is a member of the Florida High School Athletic Association shall have an operational AED on school grounds. The device shall be available in a clearly marked and publicized location for all athletic activities, including those held outside of the school year. The location of the device shall be registered with the local emergency medical services director. All persons reasonably expected to use the device shall be notified annually in writing of the location of each AED on school grounds
- IV. The Superintendent or designee shall develop procedures to implement this policy. The procedures shall be reviewed and approved by the local emergency medical services director.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**401.2915, 768.1325, 1001.42,
1001.43, 1006.165, F.S.**

HISTORY:

**ADOPTED: 12/15/20
REVISION DATE(S): _____
FORMERLY: NEW**

CHAPTER 3.00 - SCHOOL ADMINISTRATION

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STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**401.2915, 768.1325, 1001.42,
1001.43, 1006.165, F.S.**

HISTORY:

**ADOPTED: _____
REVISION DATE(S): _____
FORMERLY: NEW**

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SAFE AND SECURE SCHOOLS

3.40+

I. Introduction

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

II. Orderly Environment

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

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

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

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

Emergency Response Agency	Type of Emergency
Quincy Fire Department	Emergency Medical Response/Fire Prevention
Gadsden County Sheriff's Department	Public Safety/First Responder
Quincy Police Department	Public Safety/First Responder
Havana Police Department	Public Safety/First Responder
Chattahoochee Police Department	Public Safety/First Responder
Gretna Police Department	Public Safety/First Responder
Midway Police Department	Public Safety/First Responder
Gadsden County Emergency Management	Emergency Operations (Weather related disaster)

IV. Safety, Security and – Emergency Plans

A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Gadsden County Health Department.

B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.

C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.

D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and

Security Plan is, however, confidential and is not subject to review or release as a public record.

- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.
- F. Emergency management and preparedness plans shall include notification procedures for weapon use and hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Copies of school plans shall be provided county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication, Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

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

VI. Safety – Procedures

- A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.
- B. A safety program shall be established consistent with the provisions of this Policy.
- C. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public

safety agencies. Each principal, site administrator or transportation official is responsible for

1. Developing and posting emergency evacuation routes and procedures;
 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
 3. Identifying and reporting hazardous areas requiring corrective measures; and
 4. Preparing and submitting a written report of each emergency evacuation drill to the District office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school that establishes policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.

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

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 316.614, 1001.43, 1001.51, 1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.0403, 6A-3.0171

HISTORY: **ADOPTED: 10/22/19**
REVISION DATE(S): 12/15/20
FORMERLY:

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SAFE AND SECURE SCHOOLS

3.40+

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STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

STATE BOARD OF EDUCATION RULE(S):

6A-1.0403, 6A-3.0171

HISTORY:

ADOPTED: 10/22/19
REVISION DATE(S): _____
FORMERLY:

CHAPTER 3.00 - SCHOOL ADMINISTRATION

BACKGROUND SCREENING FOR CONTRACTORS

3.68+

- I. Contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level two (2) screening requirements as described in Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with a school or the School Board. Each vendor, individual contractor or employee of a contractor as described in this section must provide verification that he/she has met the level two (2) screening requirements prior to accessing a school campus and provide evidence of compliance with Florida Statute Section 448.095 (evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number).
- II. An employee or contractor of an employer who offers a high school student internship(s) must meet level 2 background screening requirements if he/she has direct, unsupervised access to the student intern(s).
- III. The District shall issue a state identification badge that is valid for five (5) years to a contractor who meets level 2 screening requirements. The recipient of the badge shall be responsible for paying a fee established by the Department of Education. The badge shall bear the picture of the contractor and must be visible at all times the contractor is on school grounds.
- IV. The District shall recognize the uniform statewide identification badge that has been issued by another school district.
- V. A noninstructional contractor who has been convicted of any disqualifying offense, as defined in Florida Statutes, shall not have access to school grounds when students are present.
- VI. Contractual personnel must also meet the level two (2) screening requirements every five (5) years following entry into a contract. If the fingerprints of an individual under contract with the School Board have not been retained by the Florida Department of Law Enforcement, the individual must submit a complete set of fingerprints to the District.
- VII. Each person under contract as described in sections I. and II. must agree to inform the party with whom he/she is under contract within forty-eight (48) hours if convicted of any disqualifying offense while under contract. The individual shall also be responsible

for returning the badge within forty-eight (48) hours to the district that issued the badge. If it is found that a person under contract does not meet the level two (2) requirements, the individual shall be immediately suspended from working in a contractual position and shall remain suspended until final resolution of any appeals. A person who is working with an intern will not be allowed to continue in an unsupervised situation.

- VIII. The following noninstructional contractors shall be exempt from level 2 screening:
- A. A contractor who is under direct, line of sight supervision of a District employee or contractor who has met level 2 screening requirements;
 - B. A contractor who is required by law to undergo level 2 screening for licensure, certification, employment, or other purpose and provides appropriate documentation;
 - C. A law enforcement officer who is assigned or dispatched to school grounds;
 - D. An employee or medical director of a licensed ambulance provider who is providing services;
 - E. A contractor at a site where students are not permitted and a six (6) foot chain link fence separates the work site from the remainder of the school grounds; or
 - F. A contractor who provides pickup or delivery services that involve brief visits to school grounds when students are present.
- IX. A noninstructional contractor, as described in section VIII., who is exempt from level 2 screening shall be subject to a search of the registry of sexual offenders and sexual predators maintained by the Florida Department of Law Enforcement and the National Sex Offender Public Registry maintained by the U.S. Department of Justice. The District shall conduct the registry search without charge to the contractor. If a contractor is identified as a sexual predator or offender and not allowed on school grounds, the District shall notify the vendor, individual or entity under contract within three (3) business days.
- X. The Superintendent shall develop procedures to implement this policy.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

HISTORY:

**ADOPTED: 10/22/2019
REVISION DATE(S): 12/15/20
FORMERLY: NEW**

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1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

HISTORY:

ADOPTED: 10/22/2019
REVISION DATE(S): _____
FORMERLY: NEW

DRAFT

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

EXERTIONAL HEAT ILLNESS

4.23*+

I. Purpose of policy:

This policy describes the best practice procedures for the prevention, monitoring, and when necessary, the treatment of exertional heat illnesses for students/athletes, faculty, and staff of The Gadsden County School District. This policy applies to all staff members, including but not limited to athletic trainers, physicians, athletic administrators, coaches, strength and conditioning staff, and school administrators who are associated with activities where heat illness poses a risk, including but not limited to, outdoor and indoor activities where high temperature and specifically, high humidity environmental risks are present (e.g., athletics, intramurals, course instruction, marching band). Exertional heat illness includes exercise-associated muscle cramps, heat syncope, heat exhaustion, and exertional heat stroke (EHS)). Current best practice guidelines suggest that the risk of exertional heat injuries can be minimized with heat acclimatization and diligent attention to monitoring individuals participating in activities that place them at a higher risk for these types of injuries. In the event an athlete sustains a heat illness, immediate and proper treatment is necessary.

II. Definitions:

- A. *Acclimatization* – The process of gradually increasing the intensity of activity in a progressive manner that improves the body’s ability to adapt to and tolerate exercise in the heat. The acclimatization period is defined as the first 14 calendar days of a student-athletes’ participation, beginning with the first allowable date of practice in the sport of the first day an athlete begins official practice, whichever is later.
- B. *Wet Bulb Globe Temperature* – The WBGT is a measurement tool that uses ambient temperature, relative humidity, wind, and solar radiation from the sun to get a comprehensive measure that can be used to monitor environmental conditions during exercise. WBGT is different than heat index, as it is a more comprehensive measurement of environmental heat stress on the body.
- C. *Non-Practice Activities* – Activities that include meetings, injury treatment, and film study.
- D. *Practice* – The period of time that a student-athlete engages in coach-supervised, school approved sport or conditioning related-activity. Practice time includes from the time the players report to the field until they leave.

- E. *Walk Through* – A period of time where players are reviewing positional strategy and rehearsing plays. Players do not experience contact and thus they do not wear equipment and the intensity of the activity is minimal often involving walking. This period of time shall last no more than one hour. It is not considered part of the practice time regulation. It may not involve conditioning or weight room activities. Players may not wear protective equipment during the walk through.
- F. *Recovery Time* – This period of time is defined as non-activity time outside of practices or games. NO ACTIVITY, including non-practice activity, can occur during this time. When it is possible, proper recovery should occur in an air-conditioned facility for a minimum of 3 hours in duration.
- G. *Rest Breaks* – This period of time occurs during practice and is a non-activity time that is in a ‘cool zone’ out of direct sunlight.
- H. *Exertional Heat Stroke (EHS)*– Defined as having a rectal temperature over 104°F-105°F (40.5°C), and central nervous system dysfunction (e.g. irrational behavior, confusion, irritability, emotional instability, altered consciousness, collapse, coma, dizzy, etc.).
- I. *Cooling Zone*- An area out of direct sunlight with adequate air flow to assist in cooling. A cold-water or ice tub and ice towels should be available to immerse or soak a patient with suspected heat illness This may be outdoors or indoors depending on proximity to field.
- J. *Qualified Health Care Professional (QHP)* - As defined by the American Medical Association (AMA), “is an individual who is qualified by education, training, licensure/regulation (when applicable), and facility privileging (when applicable) who performs a professional service within his/her scope of practice and independently reports that professional service.”
- K. *Hypohydration*- (reduced hydration status) is a deficit of body water that is caused by acute or chronic dehydration.
- L. *Central Nervous System dysfunction*- includes any sign or symptom that the central nervous system is not working properly, including: dizziness, drowsiness, irrational behavior, confusion, irritability, emotional instability, hysteria, apathy, aggressiveness, delirium, disorientation, staggering, seizures, loss of consciousness, coma, etc.

III. *Monitoring Heat Stress* - Schools must monitor heat stress. Heat stress is determined by measuring the ambient temperature, humidity, wind speed, sun angle and cloud cover at

the site of the athletic activity. Schools are required to follow and adhere to the guidelines set forth by the FHSAA for heat stress readings.

- A. A pre-participation history and physical exam is required. Individuals with risk factors will be identified and counseled on heat illness.
 - B. The athletic trainer or persons responsible will be notified of individuals with pre-existing conditions that place the individual at risk of exertional illness.
 - C. Coaches will be notified of individuals at higher risk as needed.
- IV. Each athletic coach involving outdoor practices or events shall annually complete training in exertional heat illness identification, prevention, and response, including the effective administration of cooling zones.
- V. Environmental Monitoring and Activity modification/Cancellation
- A. Environmental monitoring will occur utilizing a WBGT device (insert school device here)
 - B. Environmental monitoring will occur any time it is warm outside (i.e. over 70°F)
 - C. Environmental monitoring and activity modifications may be necessary for certain types of indoor facilities.
 - D. Monitoring of WBGT will occur every 30 minutes beginning at the scheduled practice time.
 - E. All environmental monitoring will be recorded and stored either hard copy or electronically.
 - F. Modifications will be made in accordance with the best practice guidelines for our region. (School District) is in the southern region and will follow the guidelines based on the Florida High School Athletic Association policy.
- VI. Acclimatization protocols apply to all sports. Days 1 through 5 of the heat acclimatization period consists of the first 5 days of formal practice. During this time, athletes may not participate in more than one (1) practice per day. If a practice is interrupted by inclement weather or heat restrictions, the practice will recommence once conditions are deemed safe. Total practice time will not exceed 3 hours in a single day. A 1-hour maximum walk-through is permitted during days 1-5 of the heat acclimatization

period. A 1-hour recovery period will take place between the practice and walk-through (or vice versa).

- VII. Student-athletes who participate in activities that last for an extended amount of time or multiple activities in a day should be provided electrolytes to assist in rehydration. Rest breaks must involve unlimited hydration intake and rest without any activity involved.
- VIII. Coaches are required to adopt a heat injury prevention philosophy by promoting unrestricted access to water at all times. A student-athlete should never be denied access to water.
- IX. The school's emergency action plan must include a procedure for onsite cooling using cold-water immersion or equivalent means before a student-athlete is transported to a hospital for exertional heatstroke.
- X. Cooling zones must be available for each outdoor athletic contest, practice, workout, or conditioning session. Cooling zones must include the immediate availability of cold-water immersion tubs or equivalent and may also include ice sponges and towels or tarps that can be filled with ice and wrapped around individuals to rapidly cool internal body temperature. An employee or volunteer trained to administer cold-water immersion must be present.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1006.165, F.S.

HISTORY:

ADOPTED: 12/15/20
REVISION DATE(S): _____
FORMALLY: NEW

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STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1006.165, F.S.

HISTORY: _____ **ADOPTED:** _____
_____ **REVISION DATE(S):** _____
_____ **FORMALLY: NEW**

CHAPTER 5.00 – STUDENTS

NOTIFICATION OF INVOLUNTARY EXAMINATION

5.55*+

- I. The principal or designee shall immediately notify the parent, as defined by law, of a student who is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination.
- II. The principal or designee may delay the notification to the parent for up to twenty-four (24) hours if the delay is considered in the student's best interest and if a report has been submitted to the central abuse hotline due to knowledge or suspicion of abuse, abandonment, or neglect.
- III. Before contacting a law enforcement officer, a principal or designee must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.
- IV. The Superintendent shall develop procedures for the notification of parents and for reporting, if appropriate, alleged child abuse, abandonment, or neglect to the central abuse hotline when a student is taken to a facility for an involuntary examination. The procedures shall be contained in the *Health Services Manual*.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

HISTORY:

ADOPTED: 10/22/19
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HISTORY:

ADOPTED: 10/22/19
REVISION DATE(S): _____
FORMERLY: NEW

CHAPTER 5.00: STUDENTS

BULLYING AND HARASSMENT

5.321*

I. Statement Prohibiting Bullying and Harassment

- A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind. The District will not tolerate bullying or harassment of any type against any students, employees, visitors, volunteers or agents who work on school related activities, subject to the control of school officials. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
- B. The District upholds that bullying or harassment of any student or school employee, visitor, volunteer or agent is prohibited:
1. During any education program or activity conducted by a public K- 12 educational institution;
 2. During any school-related or school-sponsored program or activity;
 3. On a school bus of a public K-12 educational institution;
 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution within the scope of the School District, meaning regardless of ownership, any computer, computer system, computer network that is physically located on school property or at a school-related or school-sponsored program or activity; or
 5. Through the use of data or computer software that is accessed at a non-school-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by the School District or a school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by a school or substantially disrupts the education process or orderly operation of a school. School staff is not required to monitor any non-school-related activity, function, or program.

II. Definitions

- A. Accused is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.
- B. Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation and is often characterized by an imbalance of power. Bullying may involve but is not limited to
- i. Unwanted Teasing;
 - ii. Social Exclusion;
 - iii. Threat;
 - iv. Intimidation;
 - v. Stalking;
 - vi. Cyberstalking or Cyberbullying;
 - vii. Physical violence;
 - viii. Theft;
 - ix. Sexual, religious, anti-semitic, cultural, or racial harassment;
 - x. Public or private humiliation; or
 - xi. Destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

- C. Complainant is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person who formally or informally makes a report of bullying, orally or in writing.
- D. Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photo optical system, including, but not limited to, electronic mail, internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
- E. Cyberstalking as defined in s. 784.048(1)(d), F.S., means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- F. Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:
 1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property
 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits;
 3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
 4. Has the effect of substantially disrupting the orderly operation of a school.

- G. Bullying, Cyberbullying/Cyberstalking and harassment also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
 2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
 - i. Incitement or coercion
 - ii. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the district school system.
 - iii. Acting in a manner that has an effect of bullying or harassment.

III. Behavior Standards

- A. The Gadsden County School District expects students to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment. Gadsden County School District employees are responsible for adhering to the Principles of Professional Conduct of the Education Profession in Florida and district policies governing conduct and behavior.
- B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
- C. Refer to the Code of Conduct for specific behavior expectations.

IV. Consequences

A. Committing an act of bullying or harassment

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

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

1. Consequences and appropriate remedial interventions for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct*.
2. Consequences and appropriate remedial interventions for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.

3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to Professional Standards and/or appropriate law enforcement officials.

V. Reporting an Act of Bullying or Harassment

- A. At each school, the principal or the principal's designee shall be responsible for receiving oral or written complaints alleging violations of this policy and will determine the appropriate action.
- B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
- C. All other members of the school community, including students, parent/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
- D. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, visitors and other agents, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
- E. The alleged victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
- F. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
- G. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.

- H. Any written oral reporting or an act of bullying or harassment shall be considered an official means of reporting such act(s).
- I. Reporting may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report. The principal/designee or District Administrator shall document all complaints in writing and/or through the appropriate data system to ensure that problems are addressed in a timely manner.

VI. Investigation of a Report of Bullying or Harassment

- A. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act.
- B. While the District does not assume any liability for incidents that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying or harassment against a student and the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate.
- C. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at school bus stop.
- D. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
- E. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- F. The investigator shall collect and evaluate the facts including but not limited to:
 - 1. Description of incident(s) including nature of the behavior;
 - 2. Context in which the alleged incident(s) occurred;
 - 3. How often the conduct occurred;
 - 4. Whether there were past incidents or past continuing patterns of behavior;

5. The relationship between the parties involved;
 6. The characteristics of parties involved, *i.e.*, grade, age, sex, race;
 7. The identity and number of individuals who participated in bullying or harassing behavior;
 8. Where the alleged incident(s) occurred;
 9. Whether the conduct adversely affected the student's education or educational environment or the employees work or workplace environment;
 10. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident;
 11. The date, time, and method in which the parents/legal guardians of all parties involved were contacted; and
 12. The date, time and method in which all parties involved, in the case of employees were contacted.
- G. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include
1. Any recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 2. A written final report to the principal or the appropriate administrator.
- H. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
- I. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.
- VII. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District

- A. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
- B. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
 - 1. If it is within the scope of the District, a thorough investigation shall be conducted.
 - 2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
 - 3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.
- C. Computers without web-filtering software or computers with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated.

VIII. Notification to Parents/Guardians of Incidents of Bullying or Harassment

- A. Immediate notification to the parents/legal guardians of a victim of bullying or harassment and the parents/legal guardians of the perpetrator of an act of bullying or harassment as well as notification to all agencies when criminal charges may be pursued against the perpetrator.
 - 1. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated, or reasonably thereafter. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
 - 2. If the bullying or harassment incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying or harassment incident about the Unsafe School Choice Option (Every Student Succeeds Act, Title VIII, Part F,

Subpart 2, Section 8532) that states “. . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school.”

- B. Immediate notification to the parents/legal guardians of the perpetrator of an act bullying or harassment.

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

- C. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

IX. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying or harassment incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

- A. The teacher or parent/legal guardian may request informal consultation with school staff (specialty staff, e.g., school counselor, school psychologist) to determine the severity of concern and appropriate steps to address the concern. The involved student’s parents or legal guardian may be included.
- B. School personnel or the parent/legal guardian may refer a student to the school intervention team or equivalent school-based team with a problem-solving focus for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.
- C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of

counseling support and interventions. Parent or legal guardian involvement shall be required.

- D. If a formal discipline report or formal complaint is made against an employee, the principal/designee or district administrator must refer the employee to the Employee Assistance Program for determination of appropriate counseling support and/or interventions.
- E. A student may be required to obtain counseling and/or attend a recognized treatment program at parental expense and show proof of completion of such counseling or program. Such offenses may include, but are not limited to, substance abuse, threats, intimidation, bullying, harassment, or acts motivated by hate or bias.
- F. An employee component to address intervention and assistance as determined appropriate by the Employee Assistance Program that includes, but are not limited to:
 - 1. Counseling and support to address the needs of the victims of bullying; and
 - 2. Research-based counseling/interventions to address the behavior of the employees who bully others (e.g., empathy training, anger management).
- G. A school-based component to address intervention and assistance shall be utilized by the intervention team. The intervention team may recommend
 - 1. Counseling and support to address the needs of the victims of bullying or harassment;
 - 2. Research-based counseling or interventions to address the behavior of the students who bully and harass others, e.g., empathy training, anger management; and/or
 - 3. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

X. Reporting Incidents of Bullying and Harassment

- A. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. Cyberbullying incidents shall be

included within the bullying incidents category. The report shall also include, in a separate section, each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.

B. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying and harassment as incident codes as well as bullying-related as a related element code.

1. SESIR Definitions

- i. Bullying – Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation.
- ii. Harassment – Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that 1) places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, 2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or 3) has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

2. Bullying and/or harassment incidents shall be reported in SESIR with the bullying (BUL) or harassment (HAR) code. Unsubstantiated incidents of bullying or harassment shall be coded UBL or UHR.

3. If the bullying or harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the relevant incident code and the bullying-related code. Such incidents are

- i. Alcohol
- ii. Arson
- iii. Battery

- iv. Breaking and Entering
- v. Disruption on Campus
- vi. Drug Sale/Distribution Excluding Alcohol
- vii. Drug Sale/Possession Excluding Alcohol
- viii. Fighting
- ix. Homicide
- x. Kidnapping
- xi. Larceny/Theft
- xii. Robbery
- xiii. Sexual Battery
- xiv. Sexual Harassment
- xv. Sexual Offenses
- xvi. Threat/Intimidation
- xvii. Trespassing
- xviii. Tobacco
- xix. Vandalism
- xx. Weapons Possession
- xxi. Other Major (Other major incidents that do not fit within the other definitions)

C. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information Management System.

- D. The District shall provide bullying and harassment incident, discipline, and referral data to the Florida Department of Education in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department.
- E. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents as well as any bullying-related incidents that have as a basis sex, race, or disability shall include the incident basis. Victims of these offenses shall also have the incident basis (sex, race, or disability) noted in their student records.

XI. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

- A. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
- B. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying or harassment in schools.
- C. The District shall establish a list of programs that provide instruction to students, parents, teachers, school administrators, counseling staff, and school volunteers on identifying, preventing, and responding to bullying and harassment including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations. The list of authorized programs shall be available at each school, District offices, and on the District website.

XII. Reporting to a Victim's Parents/Legal Guardians the Legal Actions Taken to Protect the Victim

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the

frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

XIII. Publicizing the Policy

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

XIV. Review of Policy

The Superintendent and appropriate staff shall review this policy at a minimum every three (3) years. The review shall include input from parents, law enforcement, and other community members. The Superintendent shall present the policy and any recommended changes to the School Board for consideration.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**1001.43, 1003.04, 1003.31, 1003.32,
1006.07, 1006.08, 1006.09, 1006.10,
1006.147, F.S.
20 USC 1232g**

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

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PAEC

Adopted: 10/22/2019

Revised: 12/15/2020

Gadsden 5.321*

HISTORY:

**ADOPTED: 10/22/19
REVISION DATE(S): 12/15/20
FORMERLY: NEW**

CHAPTER 5.00: STUDENTS

BULLYING AND HARASSMENT

5.321*

I. Statement Prohibiting Bullying and Harassment

- A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind. The District will not tolerate bullying or harassment of any type against any students, employees, visitors, volunteers or agents who work on school related activities, subject to the control of school officials. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
- B. The District upholds that bullying or harassment of any student or school employee, visitor, volunteer or agent is prohibited:
1. During any education program or activity conducted by a public K- 12 educational institution;
 2. During any school-related or school-sponsored program or activity;
 3. On a school bus of a public K-12 educational institution;
 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution within the scope of the School District, meaning regardless of ownership, any computer, computer system, computer network that is physically located on school property or at a school-related or school-sponsored program or activity; or
 5. Through the use of data or computer software that is accessed at a non-school-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by the School District or a school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by a school or substantially disrupts the education process or orderly operation of a school. School staff is not required to monitor any non-school-related activity, function, or program.

II. Definitions

- A. Accused is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.
- B. Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation and is often characterized by an imbalance of power. Bullying may involve but is not limited to
- i. Unwanted Teasing;
 - ii. Social Exclusion;
 - iii. Threat;
 - iv. Intimidation;
 - v. Stalking;
 - vi. Cyberstalking or Cyberbullying;
 - vii. Physical violence;
 - viii. Theft;
 - ix. Sexual, religious, anti-semitic, cultural, or racial harassment;
 - x. Public or private humiliation; or
 - xi. Destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

- C. Complainant is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person who formally or informally makes a report of bullying, orally or in writing.
- D. Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photo optical system, including, but not limited to, electronic mail, internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
- E. Cyberstalking as defined in s. 784.048(1)(d), F.S., means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- F. Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:
1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property
 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits;
 3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
 4. Has the effect of substantially disrupting the orderly operation of a school.
- G. Bullying, Cyberbullying/Cyberstalking and harassment also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
 - a. Incitement or coercion
 - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the district school system.
 - c. Acting in a manner that has an effect of bullying or harassment.

III.

Behavior Standards

- A. The Gadsden County School District expects students to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment. Gadsden County School District employees are responsible for adhering to the Principles of Professional Conduct of the Education Profession in Florida and district policies governing conduct and behavior.
- B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
- C. Refer to the Code of Conduct for specific behavior expectations.

IV. Consequences

- A. Committing an act of bullying or harassment
 1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances followed by the determination of disciplinary sanctions appropriate to the perpetrators position within the district. The

physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.

2. Consequences and appropriate remedial interventions ~~action~~ for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct*.
3. Consequences and appropriate remedial interventions ~~action~~ for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.
4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school or district administrator after consideration of the nature and circumstances of the act, including reports to Professional Standards and/or appropriate law enforcement officials.

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

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

V. Reporting an Act of Bullying or Harassment

- A. At each school, the principal or the principal's designee shall be responsible for receiving oral or written complaints alleging violations of this policy and will determine the appropriate action.
- B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
- C. All other members of the school community, including students, parent/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
- D. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, visitors and other agents, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
- E. The alleged victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
- F. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
- G. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
- H. Any written oral reporting or an act of bullying or harassment shall be considered an official means of reporting such act(s).
- I. Reporting may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report. The principal/designee or District Administrator shall document all complaints in writing and/or through the appropriate data system to ensure that problems are addressed in a timely manner.

VI. Investigation of a Report of Bullying or Harassment

- A. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act.
- B. While the District does not assume any liability for incidents that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying or harassment against a student and

the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate.

- C. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at school bus stop.
- D. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
- E. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- F. The investigator shall collect and evaluate the facts including but not limited to:
 - 1. Description of incident(s) including nature of the behavior;
 - 2. Context in which the alleged incident(s) occurred;
 - 3. How often the conduct occurred;
 - 4. Whether there were past incidents or past continuing patterns of behavior;
 - 5. The relationship between the parties involved;
 - 6. The characteristics of parties involved, *i.e.*, grade, age, sex, race;
 - 7. The identity and number of individuals who participated in bullying or harassing behavior;
 - 8. Where the alleged incident(s) occurred;
 - 9. Whether the conduct adversely affected the student's education or educational environment or the employees work or workplace environment;
 - 10. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; ~~and~~

11. The date, time, and method in which the parents/legal guardians of all parties involved were contacted; and
 12. The date, time and method in which all parties involved, in the case of employees were contacted.
- G. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include
1. Any recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 2. A written final report to the principal or the appropriate administrator.
- H. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
- I. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.

VII. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District

- A. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
- B. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
 1. If it is within the scope of the District, a thorough investigation shall be conducted.
 2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.

3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.
- C. Computers without web-filtering software or computers with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated.

VIII. Notification to Parents/Guardians of Incidents of Bullying or Harassment

- A. Immediate notification to the parents/legal guardians of a victim of bullying or harassment and the parents/legal guardians of the perpetrator of an act of bullying or harassment as well as notification to all agencies when criminal charges may be pursued against the perpetrator.

1. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated, or reasonably thereafter. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
2. If the bullying or harassment incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying or harassment incident about the Unsafe School Choice Option (Every Student Succeeds Act, Title VIII, Part F, Subpart 2, Section 8532) that states “. . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school.”

- B. Immediate notification to the parents/legal guardians of the perpetrator of an act bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated.

Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

- C. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

IX. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying or harassment incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

- A. The teacher or parent/legal guardian may request informal consultation with school staff (specialty staff, e.g., school counselor, school psychologist) to determine the severity of concern and appropriate steps to address the concern. ~~The teacher may request that~~ The involved student's parents or legal guardian ~~are~~ may be included.
- B. School personnel or the parent/legal guardian may refer a student to the school intervention team or equivalent school-based team with a problem-solving focus for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.
- C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
- D. If a formal discipline report or formal complaint is made against an employee, the principal/designee or district administrator must refer the employee to the Employee Assistance Program for determination of appropriate counseling support and/or interventions.
- E. A student may be required to obtain counseling and/or attend a recognized treatment program at parental expense and show proof of completion of such counseling or program. Such offenses may include, but are not limited to, substance abuse, threats, intimidation, bullying, harassment, or acts motivated by hate or bias.

- F. An employee component to address intervention and assistance as determined appropriate by the Employee Assistance Program that includes, but are not limited to:
- a. Counseling and support to address the needs of the victims of bullying; and
 - b. Research-based counseling/interventions to address the behavior of the employees who bully others (e.g., empathy training, anger management).
- G. A school-based component to address intervention and assistance shall be utilized by the intervention team. The intervention team may recommend
1. Counseling and support to address the needs of the victims of bullying or harassment;
 2. Research-based counseling or interventions to address the behavior of the students who bully and harass others, e.g., empathy training, anger management; and/or
 3. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

X. Reporting Incidents of Bullying and Harassment

- A. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. Cyberbullying incidents shall be included within the bullying incidents category. The report shall also include, in a separate section, each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
- B. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying and harassment as incident codes as well as bullying-related as a related element code.
1. SESIR Definitions

- a. Bullying – Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual’s school performance or participation.
 - b. Harassment – Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that 1) places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, 2) has the effect of substantially interfering with a student’s educational performance, opportunities, or benefits, or 3) has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.
2. Bullying and/or harassment incidents shall be reported in SESIR with the bullying (BUL) or harassment (HAR) code. Unsubstantiated incidents of bullying or harassment shall be coded UBL or UHR.
3. If the bullying or harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the relevant incident code and the bullying-related code. Such incidents are
- a. Alcohol
 - b. Arson
 - c. Battery
 - d. Breaking and Entering
 - e. Disruption on Campus
 - f. Drug Sale/Distribution Excluding Alcohol
 - g. Drug Sale/Possession Excluding Alcohol
 - h. Fighting
 - i. Homicide

- j. Kidnapping
- k. Larceny/Theft
- l. Robbery
- m. Sexual Battery
- n. Sexual Harassment
- o. Sexual Offenses
- p. Threat/Intimidation
- q. Trespassing
- r. Tobacco
- s. Vandalism
- t. Weapons Possession
- u. Other Major (Other major incidents that do not fit within the other definitions)

- C. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information Management System.
- D. The District shall provide bullying and harassment incident, discipline, and referral data to the Florida Department of Education in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department.
- E. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents as well as any bullying-related incidents that have as a basis sex, race, or disability shall include the incident basis. Victims of these offenses shall also have the incident basis (sex, race, or disability) noted in their student records.

XI. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

- A. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
 - B. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying or harassment in schools.
 - C. The District shall establish a list of programs that provide instruction to students, parents, teachers, school administrators, counseling staff, and school volunteers on identifying, preventing, and responding to bullying and harassment including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations. The list of authorized programs shall be available at each school, District offices, and on the District website.
- XII. Reporting to a Victim's Parents/Legal Guardians the Legal Actions Taken to Protect the Victim

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

XIII. Publicizing the Policy

- A. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.

- B. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
- C. The Superintendent shall also make all contractors contracting with the District aware of this policy.
- D. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students in a student assembly or other reasonable format.
- E. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

XIV. Review of Policy

The Superintendent and appropriate staff shall review this policy at a minimum every three (3) years. The review shall include input from parents, law enforcement, and other community members. The Superintendent shall present the policy and any recommended changes to the School Board for consideration.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09, 1006.10, 1006.147, F.S.
20 USC 1232g

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

HISTORY:

ADOPTED: 10/22/19
REVISION DATE(S): _____
FORMERLY: NEW

CHAPTER 5.00 – STUDENTS

DATING VIOLENCE AND ABUSE

5.325*

It is the policy of the Gadsden School District that all of its students and school employees have an educational setting that is safe, secure, and free from dating violence and abuse. The District shall not tolerate dating violence and abuse of any kind. Dating violence or abuse by any student is prohibited on school property, during any school related or school sponsored program or activity, or during school sponsored transportation.

I. Definitions

- A. *Teen dating violence* is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past intimate relationship to exert power and control over another when one or both of the partners is a teenager.
- B. *Abuse* is mistreatment which may include insults, coercion, social sabotage, sexual harassment, threats and/or acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.

II. Reporting Teen Dating Violence or Abuse

- A. The principal or designee shall be responsible for receiving complaints alleging violations of this policy.
- B. All school employees are required to report alleged violations of this policy to the principal or designee.
- C. In addition to reporting the incident to the principal or designee, if a district employee or agent has reason to suspect that an alleged violation of this policy might constitute a crime, the district employee or agent shall also immediately report the complaint to law enforcement. Any uncertainty regarding whether an alleged violation might constitute a crime must be resolved in favor of reporting the incident to law enforcement.
- D. All other members of the school community, including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report any

act that may be a violation of this policy anonymously or in person to the principal or designee.

- E. In cases involving an alleged perpetrator who is of adult age and an alleged teen victim, certain suspicions of abuse must be reported to the Florida Abuse Hotline (1-800-962-2873) or local law enforcement pursuant to Section 39.201, Florida Statutes.
- F. The principal shall establish and prominently publicize to students, staff, volunteers, and parents how a report of dating violence and abuse may be filed either in person or anonymously and how this report will be acted upon.
- G. The victim of teen dating violence or abuse, anyone who witnesses an act of dating violence or abuse, and anyone who has credible information that an act of dating violence and abuse has taken place may file a report of dating violence and abuse.
- H. Submission of a good faith complaint or report of teen dating violence or abuse will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Appropriate remedial action will be pursued for persons found to have wrongfully and intentionally accused another of an act of dating violence or abuse.
- I. Any written or oral report of an act of dating violence and abuse shall be considered an official means of reporting such act(s). Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- J. Incidents of teen dating violence and abuse shall be filed within ten (10) school days of the alleged incident or having knowledge of the incident.

III. Investigations

- A. The principal or designee shall select a staff member employed at the school and trained in investigative procedures to initiate the investigation. The staff member may not be the accused perpetrator or victim.
- B. Documented interviews of the victim, alleged perpetrator and witnesses shall be conducted privately and separately. All interviews are confidential. Each individual (victim, alleged perpetrator and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.

- C. The investigative process shall be completed within ten (10) school days from the time the report is filed.
- D. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of teen dating violence and/or abuse and the investigative procedures that follow. School employees shall refrain from sharing confidential student information with other school employees, students, or community members, unless disclosure is required by law or is necessary to protect the student's safety. Any notification made must be consistent with the student's privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
- E. If it is determined that inappropriate behavior(s) has occurred, the investigator will make recommendations for disciplinary action to the principal or Superintendent.

IV. Discipline

- A. Immediate action shall be taken to eliminate the behavior.
- B. Disciplinary action shall be taken based on the circumstances of the behavior(s).
- C. Discipline shall be consistent with the provisions of the *Code of Student Conduct*.
- D. If a crime has been committed, the appropriate law enforcement agency shall be immediately notified.

V. Restraining Orders

- A. If an order of protection has been issued, the student or his/her parent(s) should inform the school immediately.
- B. The investigator will contact the abuser and his/her parent(s) to initiate a contract to stay away from the victim, consistent with the terms of the order, with penalties for known violations of the contract.
- C. The principal or district administrator will notify law enforcement immediately if he/she has a reasonable belief that a criminal or civil restraining order has been violated.
- D. The school resource officer and/or security officer will respond immediately to a report of a violation of a criminal or a civil restraining order.

VI. Support Services for the Victim

The school shall provide a victim of dating violence and abuse with support services that may include but are not limited to

- A. A contract with the offender to stay away from the victim while on school grounds, on school transportation and during school sponsored programs and events;
- B. Reasonable accommodations, such as class schedule changes;
- C. If needed, the school will assist the student in creating an alternative education plan for the student such as transferring to a different school or the ability to make up school work missed due to dating violence.
- D. Security protection, such as safe egress/regress from school and within the school;
- E. Timely and comprehensive investigation of dating violence and abuse complaints.
- F. Information and assistance in securing intervention which includes assistance and support provided to parents/legal guardians, if deemed necessary and appropriate.
- G. Referrals for outside support and/or counseling.

VII. Methods of Intervention with the Alleged Perpetrator

- A. Allow the alleged perpetrator to respond in writing to the allegations.
- B. Identify and implement interventions that will be taken to prevent further incidents.
- C. Refer the alleged perpetrator and parents/legal guardians to help and support available at the school and within the community.
- D. Address the seriousness of retaliations against the victim for reporting the incident or cooperating with the investigation. Inform the alleged perpetrator that retaliation or threats of retaliations in any form designed to intimidate the victim of dating violence or abuse, those who are witnesses, or those who investigate an incident, shall not be tolerated.
- E. Provide for increased supervision of the alleged perpetrator.
- F. Document the meeting and action plans.

VIII. Curriculum

- A. The health education curriculum for students in grades 7 through 12 shall include dating violence and abuse. The teen dating violence and abuse component shall include, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.
- B. The curriculum shall have an emphasis on prevention-based education.

IX. Training

- A. Teachers, administrators, counselors, instructional assistants, school nurses and other nonteaching staff such as bus drivers, custodians, and cafeteria workers shall receive training about teen dating violence and abuse.
- B. Students, parents and school volunteers shall also be given instruction related to teen dating violence and abuse.
- C. Training on the District's policy prohibiting dating violence and abuse and related procedures shall be conducted, at a minimum, on an annual basis.
- D. The instruction shall include evidence-based methods of preventing dating violence and abuse and how to effectively identify and respond to incidents of dating violence and abuse within the scope of the school.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1000.21, 1001.43, 1003.42, 1006.07, 1006.148, F.S.

HISTORY:

ADOPTED: 12/15/20
REVISION DATE(S): _____
FORMERLY: NEW

CHAPTER 5.00 – STUDENTS

DATING VIOLENCE AND ABUSE

5.325*

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I. Definitions

- A. Teen dating violence is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past intimate relationship to exert power and control over another when one or both of the partners is a teenager.
- B. Abuse is mistreatment which may include insults, coercion, social sabotage, sexual harassment, threats and/or acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.

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- B. All school employees are required to report alleged violations of this policy to the principal or designee.
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act that may be a violation of this policy anonymously or in person to the principal or designee.

- E. In cases involving an alleged perpetrator who is of adult age and an alleged teen victim, certain suspicions of abuse must be reported to the Florida Abuse Hotline (1-800-962-2873) or local law enforcement pursuant to Section 39.201, Florida Statutes.
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- G. The victim of teen dating violence or abuse, anyone who witnesses an act of dating violence or abuse, and anyone who has credible information that an act of dating violence and abuse has taken place may file a report of dating violence and abuse.
- H. Submission of a good faith complaint or report of teen dating violence or abuse will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Appropriate remedial action will be pursued for persons found to have wrongfully and intentionally accused another of an act of dating violence or abuse.
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- E. If it is determined that inappropriate behavior(s) has occurred, the investigator will make recommendations for disciplinary action to the principal or Superintendent.

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- B. The curriculum shall have an emphasis on prevention-based education.

IX. Training

- A. Teachers, administrators, counselors, instructional assistants, school nurses and other nonteaching staff such as bus drivers, custodians, and cafeteria workers shall receive training about teen dating violence and abuse.
- B. Students, parents and school volunteers shall also be given instruction related to teen dating violence and abuse.
- C. Training on the District's policy prohibiting dating violence and abuse and related procedures shall be conducted, at a minimum, on an annual basis.
- D. The instruction shall include evidence-based methods of preventing dating violence and abuse and how to effectively identify and respond to incidents of dating violence and abuse within the scope of the school.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1000.21, 1001.43, 1003.42, 1006.07, 1006.148, F.S.

HISTORY:

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

CHAPTER 6.00 – HUMAN RESOURCES

EMPLOYMENT DEFINED

6.11

- I. Employment Eligibility – The school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
- II. Full Time - A regular full time employee is a person who is employed for the school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for that position or job.
- III. Part-time - A part-time employee is a person who is employed to render less than the number of hours each day as established by the Board for a regular full time employee.
- IV. Temporary - A temporary employee is a person whose employment is expected to be for a limited time to fill a vacancy for which a permanent employee is not available or to perform some work of a temporary nature. Such employment will cease at the close of the school term or school fiscal year or when the temporary work has been completed. A temporary employee may be a part-time or a full time employee.

STATUTORY AUTHORITY: **1001.41, 1012.22, 1012.23, F.S.**

LAW(S) IMPLEMENTED: **288.061, 448.095, 1001.43, 1012.22, F.S.**

HISTORY: **ADOPTED: 10/22/2019**
REVISION DATE(S): 12/15/20
FORMERLY:

CHAPTER 6.00 – HUMAN RESOURCES

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6.11

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STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

288.061, 448.095, 1001.43, 1012.22, F.S.

HISTORY:

ADOPTED: 10/22/2019
REVISION DATE(S): _____
FORMERLY:

CHAPTER 6.00 – HUMAN RESOURCES

APPOINTMENT OR EMPLOYMENT REQUIREMENTS

6.17*

Any person desiring employment shall file a completed application on the form provided by the Superintendent.

I. Qualifications

- A. Must be of good moral character.
- B. Must have attained the age of eighteen (18) years with the exception of students employed by the Board.
- C. Must not be ineligible for employment under 1012.315, F.S., if applying for an instructional, administrative or any other position requiring direct contact with students.

II. Certificate Requirements

Each applicant for an instructional or a certificated administrative position shall hold a certificate, have a receipt from the Florida Department of Education acknowledging that an application has been filed and that issuance of the certificate is pending, or have the proper license to perform services.

- A. To be considered for a position, an applicant shall be duly qualified for that position in accordance with state law, regulations of the Florida Department of Education and the approved job description. If it appears that the applicant is eligible for proper certification, appointment may be made subject to the conditions set forth in the annual contract of employment as approved by the School Board.
- B. Any person not holding a valid Florida certificate at the time of employment shall be required, upon initial employment, to make application to the Florida Department of Education for such a certificate, through the Personnel Services office of the District. When such certificate is received, it must be filed with the office of the Superintendent. If the Department of Education declines to issue a certificate, the person's employment shall be terminated immediately. Failure to file such certificate, except for good cause as determined by the Superintendent, shall result in the termination of employment.

©NEFEC

PAEC

Adopted: 10/28/20

Revised: 12/15/2020

Gadsden 6.17*

III. Interviews and Appointments

- A. When interviews are conducted by interview teams, including those with community representatives, the team shall reasonably reflect the District's diverse racial, ethnic, and gender composition.
- B. The Superintendent or designee shall monitor and ensure that appointments and assignments are consistent with the District's intent of maintaining a diverse work force.

IV. Driving Record

- A. The driving record of each applicant for the position of school bus operator or for any position that would require the person to drive a School Board vehicle shall be reviewed to determine if the record contains any infractions of the driving code that would make the applicant unqualified for the position in accordance with the District safe driver plan.
- B. The driving record of each current school bus operator shall be reviewed prior to the first day of the fall semester and periodically during the school year to determine if the record contains any infractions of the driving code that would make the operator unqualified for the position in accordance with the District safe driver plan. The driving record of any employee who is required to drive a School Board vehicle shall also be reviewed periodically during the year to determine whether the employee may continue in the position.

V. Initial Employment

- A. Any offer of employment with the School District is conditioned on submission of fingerprints as required by Florida Statute and a background investigation by the Superintendent or designee and District Criminal Background Check (CBC) committee. After a job offer, but prior to beginning employment with the District, all candidates for all positions must undergo a criminal and employment background check (including verification of work authorization status through the E-Verify system) to determine suitability for employment. The application for employment shall inform applicants they are subject to criminal background checks, and advise applicants that failure to be truthful on the application about

prior criminal history will be grounds for ineligibility or dismissal from employment.

- B. As a condition of employment and prior to beginning work, an applicant who has received a conditional job offer must file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the District trained to take fingerprints. The fingerprints shall be processed by the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The applicant shall be required to pay for full costs of processing at the time of fingerprinting.
- C. A Criminal Background Check (CBC) committee shall be established to review the criminal history of all persons nominated for initial employment. The CBC committee shall obtain criminal background information for applicants through requests to the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The CBC committee shall include, but not be limited to, the Director of Personnel Services, the District EEO Officer, and a representative of the County Sheriff's Department.
- D. When the fingerprint or background check reports are returned, the Committee shall review both the application and the report(s) concerning the individual. The CBC committee will compare the information provided by the new employee with the information received from the FDLE and/or the FBI pursuant to Florida Statute.
- E. The Superintendent or designee shall conduct employment history checks of applicants for instructional, administrative or any other positions requiring direct contact with students. The employment history check shall include, but not be limited to, screening through the use of educator screening tools described in law and contact with each previous employer. All findings shall be documented. If the Superintendent is unable to contact a previous employer, he/she shall document all efforts to contact the previous employer. For all other applicants, the CBC committee or its designee shall contact or attempt to contact all prior employers for a minimum of the past ten (10) years and all private or public educational institutions by which the applicant was previously employed while age eighteen (18) or older. The committee shall document all attempts to contact previous employers.
- F. No applicant who has received a conditional job offer shall begin work before his/her fingerprints are processed, the criminal and pre-employment investigation is completed, and a determination is rendered as to suitability for employment.

- G. Based upon the facts of an application, criminal background check or other valid or reliable data sources, applicants who are, or have been convicted of certain serious offenses may be denied employment by the School District. As used in this section the term conviction is defined as a finding of guilt, a plea of guilty, or a plea of *nolo contendere*, or a verdict of guilty. The withholding of adjudication or the entry of an order sealing or expunging the record requiring a pre-trial intervention or pre-trial diversion shall not be considered an exception to this section. Other information derived from the pre-employment investigation, which indicates the applicant may not be suitable for employment by the School District, may be grounds for denying employment to an applicant.
- H. An applicant shall be disqualified from employment in any position requiring direct contact with students if he/she is ineligible for employment under 1012.315, F.S.
- I. Any instructional or noninstructional persons under contract to the School District to operate student programs, student teachers, persons participating in short-term teacher assistance experiences or field experiences who have direct contact with students must meet the requirements of V.A., B. E, and F. Such persons may not be in direct contact with students if ineligible under 1012.315, F.S.

VI. Current Employees

- A. Whenever a personnel investigation of a complaint against an employee is required, a criminal background check may be conducted as part of the investigation.
- B. If it is discovered during the period of employment that a regular employee has a prior criminal record and that the employee was requested to provide this information at the time of hire, but did not do so, the employee may be subject to disciplinary action, including dismissal for submitting false information on the employment application, or otherwise having misled the District.
- C. If it is discovered during the period of employment that an employee has a prior criminal record and no falsification of an application nor attempt to mislead occurred, the record shall be reviewed by the CBC Committee. The committee shall consider all information, including any mitigating conditions, and report findings of fact, possible mitigating circumstances and recommendations for action to the Superintendent. The employee shall have the opportunity to respond in writing to the findings and recommendation. The Superintendent shall review the record, recommendation and response before taking appropriate action.

Appeal of the Superintendent's action shall follow collective bargaining agreements or School Board Policy, as appropriate.

- D. Instructional personnel and noninstructional or contractual personnel who have direct contact with students or have access to or control of school funds must meet the screening requirements described in law every five (5) years. Personnel whose fingerprints have not been maintained by the Department of Law Enforcement are required to be re-fingerprinted.
- E. An employee whose criminal record after employment would disqualify him/her from employment shall be subject to disciplinary action up to and including termination.

VII. Acceptance of Appointment

Failure to signify acceptance of appointment within ten (10) days after receipt of the official notice of appointment shall be considered a rejection of the offer and the position shall be declared vacant.

VIII. Reconsideration and Appeal

- A. Applicants who have been denied employment, and probationary employees who have been denied permanent employment, on the basis of their criminal record and/or background check, may request reconsideration by the CBC Committee only if they present new information not previously available to the committee.
- B. Applicants who have been denied employment, and probationary employees who have denied permanent employment, because of their criminal record, drug screening and/or background check, may appeal to the Superintendent. Applicants and probationary employees shall receive written notice of the right to appeal the decision by the CBC committee to the Superintendent. Their appeal must be in writing, and may respond to the findings and decision of the CBC Committee. If new information is to be submitted, the applicant must first request reconsideration by the CBC Committee. The Superintendent's decision shall be final.

- IX. The District shall ensure that all aspects of the recruitment and selection process are job-related and are consistent with business necessity so as to ensure equal employment opportunity. Neither the District nor its agents shall engage in any discrimination with respect to employment in violation of any state or federal laws. Applicants shall be informed of the complaint procedure that may be used should they allege discrimination.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

**288.061, 381.0056, 448.095, 1001.42, 1001.43, 1012.01,
1012.22, 1012.27, 1012.315, 1012.32,
1012.39, 1012.465, 1012.55, 1012.56, F.S.**

STATE BOARD OF EDUCATION RULE(S):

6A-3.0141

HISTORY:

**ADOPTED: 10/28/20
REVISION DATE(S): 12/15/20
FORMERLY:**

CHAPTER 6.00 – HUMAN RESOURCES

APPOINTMENT OR EMPLOYMENT REQUIREMENTS

6.17*

Any person desiring employment shall file a completed application on the form provided by the Superintendent.

I. Qualifications

- A. Must be of good moral character.
- B. Must have attained the age of eighteen (18) years with the exception of students employed by the Board.
- C. Must not be ineligible for employment under 1012.315, F.S., if applying for an instructional, administrative or any other position requiring direct contact with students.

II. Certificate Requirements

Each applicant for an instructional or a certificated administrative position shall hold a certificate, have a receipt from the Florida Department of Education acknowledging that an application has been filed and that issuance of the certificate is pending, or have the proper license to perform services.

- A. To be considered for a position, an applicant shall be duly qualified for that position in accordance with state law, regulations of the Florida Department of Education and the approved job description. If it appears that the applicant is eligible for proper certification, appointment may be made subject to the conditions set forth in the annual contract of employment as approved by the School Board.
- B. Any person not holding a valid Florida certificate at the time of employment shall be required, upon initial employment, to make application to the Florida Department of Education for such a certificate, through the Personnel Services office of the District. When such certificate is received, it must be filed with the office of the Superintendent. If the Department of Education declines to issue a certificate, the person's employment shall be terminated immediately. Failure to file such certificate, except for good cause as determined by the Superintendent, shall result in the termination of employment.

III. Interviews and Appointments

- A. When interviews are conducted by interview teams, including those with community representatives, the team shall reasonably reflect the District's diverse racial, ethnic, and gender composition.
- B. The Superintendent or designee shall monitor and ensure that appointments and assignments are consistent with the District's intent of maintaining a diverse work force.

IV. Driving Record

- A. The driving record of each applicant for the position of school bus operator or for any position that would require the person to drive a School Board vehicle shall be reviewed to determine if the record contains any infractions of the driving code that would make the applicant unqualified for the position in accordance with the District safe driver plan.
- B. The driving record of each current school bus operator shall be reviewed prior to the first day of the fall semester and periodically during the school year to determine if the record contains any infractions of the driving code that would make the operator unqualified for the position in accordance with the District safe driver plan. The driving record of any employee who is required to drive a School Board vehicle shall also be reviewed periodically during the year to determine whether the employee may continue in the position.

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STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

**288.061, 381.0056, 448.095, 1001.42, 1001.43, 1012.01,
1012.22, 1012.27, 1012.315, 1012.32,
1012.39, 1012.465, 1012.55, 1012.56, F.S.**

STATE BOARD OF EDUCATION RULE(S):

6A-3.0141

HISTORY:

**ADOPTED: 10/28/20
REVISION DATE(S): 00/00/0000
FORMERLY:**

CHAPTER 8.00 - AUXILIARY SERVICES

SAFETY

8.10*+

- I. The safety of pupils, employees and visitors shall be the responsibility of the authorized person in charge of each site owned or operated by the School Board. The supervisor of each site or facility shall cause to be established a safety committee which shall be responsible for the promotion of a safety education and accident prevention program for that site.
- II. Schools shall cooperate with the police, sheriff's department, fire department and other agencies promoting safety education.
- III. To assist in carrying out the responsibilities for safety, each principal shall appoint a member of the staff as school safety coordinator.
- IV. No person shall bring on any School Board premises or have in his/her possession or in his/her vehicle any School Board property, any firearm, weapon or destructive device unless such weapon is required as part of his/her regular job responsibilities.
- V. School Environmental Safety Incident Reporting. The Superintendent shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of education rules. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report the 26 incidents of crime, violence and disruptive behaviors that occur on school grounds, on school transportation, and at off-campus, school sponsored events to the Department Of Education.
 - A. The Superintendent must certify to the Department of Education that the requirements for timely and accurate reporting of SESIR incidents has been met.
 - B. School principals must ensure that all persons at the school level responsible for documenting SESIR information participate in the on-line training offered by the Department and ensure that SESIR data is accurately and timely reported.

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Adopted: 10/22/2019

Revised: 01/28/2020

Revised: 12/15/2020

Gadsden 8.10*+

- VI. Nonmedical School District personnel shall not perform invasive medical services that require special medical knowledge, nursing judgment and nursing assessment including, but not limited to, sterile catheterization, nasogastric tube feedings, cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy. Nonmedical assistive personnel can perform health related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician or a physician assistant. These procedures, which include but are not limited to clean intermittent catheterization, gastrostomy tube feedings, monitoring blood glucose and administering emergency injectable medications, must be monitored by a nurse. A registered nurse, licensed practical nurse, physician or physician assistant shall determine if nonmedical School District personnel shall be allowed to perform any other invasive medical services not listed above.
- VII. A child under the age of sixteen (16) shall wear appropriate headgear as required by law for any equine activity on a public school site. Students shall wear appropriate headgear when participating in an off campus, school sponsored equine activity as required by law.
- VIII. The Superintendent shall develop and present to the Board for approval appropriate emergency management and emergency preparedness plans.
- IX. The District shall annually conduct a self-assessment of safety and security practices. Based upon this self-assessment and other concerns, if applicable, the Superintendent shall present appropriate recommendations to the School Board for increasing safety and security and the School Board shall take such actions as it deems necessary and appropriate to address safety and security in the District or at individual sites.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

316.614, 773.06, 1001.43, 1006.062(3), 1006.07, F.S.

HISTORY:

ADOPTED: 10/22/19
REVISION DATE(S): 01/28/20, 12/15/20
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 Adopted: 10/22/2019
 Revised: 01/28/2020
 Revised: 12/15/2020

Gadsden 8.10*+

CHAPTER 8.00 - AUXILIARY SERVICES

SAFETY

8.10*+ OPTION 2

- I. The safety of pupils, employees and visitors shall be the responsibility of the authorized person in charge of each site owned or operated by the School Board. The supervisor of each site or facility shall cause to be established a safety committee which shall be responsible for the promotion of a safety education and accident prevention program for that site.
- II. Schools shall cooperate with the police, sheriff's department, fire department and other agencies promoting safety education.
- III. To assist in carrying out the responsibilities for safety, each principal shall appoint a member of the staff as school safety coordinator.
- IV. No person shall bring on any School Board premises or have in his/her possession or in his/her vehicle any School Board property, any firearm, weapon or destructive device unless such weapon is required as part of his/her regular job responsibilities.
- V. School Environmental Safety Incident Reporting. The Superintendent shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of education rules. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report the 26 incidents of crime, violence and disruptive behaviors that occur on school grounds, on school transportation, and at off-campus, school sponsored events to the Department Of Education.
 - A. The Superintendent must certify to the Department of Education that the requirements for timely and accurate reporting of SESIR incidents has been met.
 - B. School principals must ensure that all persons at the school level responsible for documenting SESIR information participate in the on-line training offered by the Department and ensure that SESIR data is accurately and timely reported.

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- VIII. The Superintendent shall develop and present to the Board for approval appropriate emergency management and emergency preparedness plans.
- IX. The District shall annually conduct a self-assessment of safety and security practices. Based upon this self-assessment and other concerns, if applicable, the Superintendent shall present appropriate recommendations to the School Board for increasing safety and security and the School Board shall take such actions as it deems necessary and appropriate to address safety and security in the District or at individual sites.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

316.614, 773.06, 1001.43, 1006.062(3), 1006.07, F.S.

HISTORY:

**ADOPTED: 10/22/19
REVISION DATE(S): 01/28/20,
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Revised: 00/00/0000

Gadsden 8.10*+ OPT 2

CHAPTER 8.00 - AUXILIARY SERVICES

SCHOOL CONSTRUCTION BID PROCESS

8.50*

- I. All applicable laws and School Board policies shall be observed in all construction bid procedures. All construction or capital improvement bids shall be accompanied by evidence that the bidder holds an appropriate certificate or license or that the prime contractor has a current valid license.
 - A. Prequalification of Contractors. The Board shall prequalify contractors on an annual basis or for a specific project. This section is applicable to bids, construction management, design build, and any other construction services application.
 - B. Selection Process. Those contractors desiring to bid on Board projects must be prequalified. The Board may reject any application that contains inaccurate information.
 - C. Application. Each contractor, firm or person requesting pre-qualification shall submit an application. The application shall include the following:
 1. Detailed information setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crime statement and references.
 2. Audited financial information current within the past 12 months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
 3. General information about the contractor company, its principals, and its history, including state and date of incorporation, regardless of whether the contractor is resident or non-resident of the geographic area served by the Board.
 4. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from

the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - c. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - d. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
5. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.
 6. A list of projects completed within the last five (5) years, including dates, client approximate dollar value, size, reference name and contact information that includes phone and e-mail address for each project.
 7. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
 8. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
 9. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate, and the signature shall be notarized.

- II. Alternative Construction Methods. The Facilities Department will consider the following factors when determining which construction method (traditional bid; design-build; construction management or negotiated contract) will be used for each project: scope of work of the project, complexity of the task, the schedule for construction, availability of skilled personnel in the local marketplace and past experience on other projects.

- III. Advertising, Bidding and Awarding Contracts. Construction projects shall be advertised in a local newspaper within general circulation throughout the District for a minimum of once a week for three (3) consecutive weeks. The last notice shall appear at least seven (7) days prior to the Q and A deadline. Projects estimated to cost less than \$300,000 shall be advertised for a minimum of one week. All applicable Florida Statutes, State Board of Education rules, and School Board rules shall be observed in school construction bid procedures.

- IV. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education rules and contains the information needed by the prospective bidders to include but not limited to the following
 - A. Project name and location;
 - B. Brief statement describing the work
 - C. From whom and when contract documents are available, including deposit or charge;
 - D. Date, time and place relating to submitting of bids;
 - E. Pre-qualifications of bidder;
 - F. Procedures for presenting bids;
 - G. Conditions and terms for receiving bids;
 - H. Procedures to be followed in opening and presenting bids to the School Board; and,
 - I. Conditions for awarding contracts based on bids.

- V. In addition to the publishing of the advertisement for bids, the bid documents shall be sent to at least three (3) prospective bidders. The advertisement or specifications shall not specify the use of materials or systems by a sole source.

- VI. Construction Bids. General conditions are all costs incidental to but are not incorporated into the project after it is completed. General conditions and the project contingency will be negotiated. General conditions include (but are not limited to) the following:

- A. Utilities including water, electric, phone, internet service, restrooms and septic services if required. Contractor is responsible for utilities until the District accepts the project as substantially complete or at the option of the Board, upon Final Completion.
 - B. Office Space which includes all costs related to rental and setup of those spaces.
 - C. Temporary Fencing and site security. The contractor has total control and is responsible for all liabilities on the Construction Site.
 - D. Equipment rental or purchase of equipment such as computers and copy machines.
 - E. Vehicles for mobility at the site such as golf carts. IF the contractor plans to rent company owned equipment to the project documentation shall be provided that the charges will not exceed rental cost. Cost to include fuel, repairs and maintenance. Rental should be consistent with industry standard.
 - F. Waste, trash, debris and disposal costs.
 - G. Erosion and dust control
 - H. Mobilization and demobilization.
 - I. Drinking water
 - J. Salaries of contractor staff working onsite. Contractor staff stationed at the home office and are related to the firms general operations should not be included.
 - K. Mileage reimbursement for travel to and from an employee's home is not reimbursable.
 - L. Safety and first aid cost.
 - M. Tools may be included. (Any tools or equipment paid for by the District will remain the property of the District).
- VII. Bid bonds shall be required on all new construction and any renovations or remodeling that exceeds \$25,000 dollars.
- VIII. These provisions shall be followed for construction bids

- A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
 - B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the purchasing office.
 - C. Bid openings shall be open to the public unless otherwise specified and allowed by law. All bids shall be read aloud, and recorded in the presence of all persons in attendance. Results shall be publicly posted as specified by statute.
 - D. When bonding is required, each bid shall be accompanied by a bid bond, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.
 - E. The Board will consider all bids received and within the time limit stated in the advertisement for bids will either reject all bids or award the contract to the lowest and best bid with preference to materials, contracts, builders, architects, and laborers who reside within the county and state, whenever such materials can be purchased at no greater expense.
 - F. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the ten percent (10%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.
- IX. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.

- X. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

STATUTORY AUTHORITY:

1001.42, F.S.

LAW(S) IMPLEMENTED:

**255.04, 287.055, 287.057,
288.061, 448.095, 1001.43, 1013.46 - .48, F.S.**

HISTORY:

**ADOPTED: 10/22/19
REVISION DATE(S): 12/15/20
FORMERLY:**

CHAPTER 8.00 - AUXILIARY SERVICES

SCHOOL CONSTRUCTION BIDS PROCESS

8.50*

- ~~I. All school construction bids shall be the immediate responsibility of the Superintendent or designee. All applicable Florida Statutes, State Board of Education rules, and School Board rules shall be observed in school construction bid procedures.~~
- ~~II. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education rules and contains the information needed by the prospective bidders to include the following~~
 - ~~A. Date, time and place relating to submitting of bids;~~
 - ~~B. Pre-qualifications of bidder;~~
 - ~~C. Procedures for presenting bids;~~
 - ~~D. Conditions and terms for receiving bids;~~
 - ~~E. Procedures to be followed in opening and presenting bids to the School Board; and,~~
 - ~~F. Conditions for awarding contracts based on bids.~~
- ~~III. The advertisement for bids shall be published in at least one (1) local newspaper having circulation in the District. Such advertisement shall be published at least once each week for three (3) consecutive weeks and the last notice shall appear at least one (1) week prior to the opening of bids.~~
- ~~IV. In addition to the publishing of the advertisement for bids, the bid documents shall be sent to at least three (3) prospective bidders. The advertisement or specifications shall not specify the use of materials or systems by a sole source.~~
- ~~V. Bid bonds shall be required on new construction and any renovations or remodeling exceeding twenty five thousand dollars (\$25,000.00).~~

~~VI. These provisions shall be followed for construction bids.~~

- ~~A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.~~
- ~~B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the purchasing office.~~
- ~~C. All bids shall be opened, read aloud, and recorded in the presence of all persons.~~
- ~~D. Each bid shall be accompanied by a bid bond, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.~~
- ~~E. The Board will consider all bids received and within the time limit stated in the advertisement for bids will either reject all bids or award the contract to the lowest and best bid with preference to materials, contracts, builders, architects, and laborers who reside within the county and state, whenever such materials can be purchased at no greater expense.~~
- ~~F. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the ten percent (10%) hold back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.~~

~~VII. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.~~

~~VIII. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.~~

I. All applicable laws and School Board policies shall be observed in all construction bid procedures. All construction or capital improvement bids shall be accompanied by evidence that the bidder holds an appropriate certificate or license or that the prime contractor has a current valid license.

A. Prequalification of Contractors. The Board shall prequalify contractors on an annual basis or for a specific project. This section is applicable to bids, construction management, design build, and any other construction services application.

B. Selection Process. Those contractors desiring to bid on Board projects must be prequalified. The Board may reject any application that contains inaccurate information.

C. Application. Each contractor, firm or person requesting pre-qualification shall submit an application. The application shall include the following:

1. Detailed information setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crime statement and references.

2. Audited financial information current within the past 12 months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.

3. General information about the contractor company, its principals, and its history, including state and date of incorporation, regardless of whether the contractor is resident or non-resident of the geographic area served by the Board.

4. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - c. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - d. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
5. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.
 6. A list of projects completed within the last five (5) years, including dates, client approximate dollar value, size, reference name and contact information that includes phone and e-mail address for each project.
 7. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
 8. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
 9. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate, and the signature shall be notarized.

II. Alternative Construction Methods. The Facilities Department will consider the following factors when determining which construction method (traditional bid; design-build; construction management or negotiated contract) will be used for each project: scope of work of the project, complexity of the task, the schedule for construction, availability of skilled personnel in the local marketplace and past experience on other projects.

- III. Advertising, Bidding and Awarding Contracts. Construction projects shall be advertised in a local newspaper within general circulation throughout the District for a minimum of once a week for three (3) consecutive weeks. The last notice shall appear at least seven (7) days prior to the Q and A deadline. Projects estimated to cost less than \$300,000 shall be advertised for a minimum of one week. All applicable Florida Statutes, State Board of Education rules, and School Board rules shall be observed in school construction bid procedures.
- IV. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education rules and contains the information needed by the prospective bidders to include but not limited to the following
- A. Project name and location;
 - B. Brief statement describing the work
 - C. From whom and when contract documents are available, including deposit or charge;
 - D. Date, time and place relating to submitting of bids;
 - E. Pre-qualifications of bidder;
 - F. Procedures for presenting bids;
 - G. Conditions and terms for receiving bids;
 - H. Procedures to be followed in opening and presenting bids to the School Board; and,
 - I. Conditions for awarding contracts based on bids.
- V. In addition to the publishing of the advertisement for bids, the bid documents shall be sent to at least three (3) prospective bidders. The advertisement or specifications shall not specify the use of materials or systems by a sole source.
- VI. Construction Bids. General conditions are all costs incidental to but are not incorporated into the project after it is completed. General conditions and the project contingency will be negotiated. General conditions include (but are not limited to) the following:
- A. Utilities including water, electric, phone, internet service, restrooms and septic services if required. Contractor is responsible for utilities until the District accepts the project as substantially complete or at the option of the Board, upon Final Completion.
 - B. Office Space which includes all costs related to rental and setup of those spaces.
 - C. Temporary Fencing and site security. The contractor has total control and is responsible for all liabilities on the Construction Site.

- D. Equipment rental or purchase of equipment such as computers and copy machines.
 - E. Vehicles for mobility at the site such as golf carts. IF the contractor plans to rent company owned equipment to the project documentation shall be provided that the charges will not exceed rental cost. Cost to include fuel, repairs and maintenance. Rental should be consistent with industry standard.
 - F. Waste, trash, debris and disposal costs.
 - G. Erosion and dust control
 - H. Mobilization and demobilization.
 - I. Drinking water
 - J. Salaries of contractor staff working onsite. Contractor staff stationed at the home office and are related to the firms general operations should not be included.
 - K. Mileage reimbursement for travel to and from an employee's home is not reimbursable.
 - L. Safety and first aid cost.
 - M. Tools may be included. (Any tools or equipment paid for by the District will remain the property of the District).
- VII. Bid bonds shall be required on all new construction and any renovations or remodeling that exceeds \$25,000 dollars.
- VIII. These provisions shall be followed for construction bids
- A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
 - B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the purchasing office.
 - C. Bid openings shall be open to the public unless otherwise specified and allowed by law. All bids shall be read aloud, and recorded in the presence of all persons in attendance. Results shall be publicly posted as specified by statute.

- D. When bonding is required, each bid shall be accompanied by a bid bond, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.
- E. The Board will consider all bids received and within the time limit stated in the advertisement for bids will either reject all bids or award the contract to the lowest and best bid with preference to materials, contracts, builders, architects, and laborers who reside within the county and state, whenever such materials can be purchased at no greater expense.
- F. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the ten percent (10%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.
- IX. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.
- X. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

STATUTORY AUTHORITY:

1001.42, F.S.

LAW(S) IMPLEMENTED:

255.04, 287.055, 287.057,
288.061, 448.095, 1001.43, 1013.46 - .48, F.S.

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Revised: 00/00/0000

Gadsden 8.50*

CHAPTER 8.00 - AUXILIARY SERVICES

PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION

8.502

The School Board shall prequalify contractors for a one (1) year period or for a specific project in accordance with the following:

- I. Criteria - Contractors shall be prequalified on the basis of the following criteria and any additional criteria specific to the project under consideration:
 - A. Proof that the contractor holds a contractor's license which authorizes the contractor to supervise work within the scope of the construction project.
 - B. Evidence that the applicant has financial resources to start up and follow through on projects and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of any project for which the contractor seeks prequalification. The written verification must be submitted by a licensed surety company rated excellent ("A-" or better) in the current A.M. Best Guide and qualified to do business within the state. In the absence of such written verification, the Board may require the applicant to submit any audited financial information necessary to evaluate an applicant's financial ability to perform the project and to respond to damages in the event of default.
 - C. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and building codes for similar or less cost or scope projects of similar size within the past five (5) years with one or more examples in PK-12 construction. Evidence shall consist of:
 - i A brief description of three similar projects that include location and name of owner,
 - ii Contact name, phone number and e-mail address.
 - iii Original project estimates and final cost.
 - iv Change Orders, if any.
 - v Unique aspects of the project.
 - vi Occurrence(s) of unforeseen conditions, if any

- D. Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment becomes final.
- E. Type of work for which the contractor is licensed.

II. Procedures

- A. The Board shall hold a public hearing to discuss the Board's intent to prequalify contractors and the proposed policies, procedures and rules.
- B. The Board shall publish two (2) notices of the public hearing in a local newspaper having general circulation throughout the District and least thirty (30) days and again seven (7) days prior to the hearing. The notice shall contain at least the purpose, date, time, and place of the hearing.
- C. It is the policy and procedure of the Board to provide for open competition which shall not prevent the submission of a bid nor prohibit the consideration of a bid submitted by a prequalified contractor. Those standards which the Board applies when soliciting bids for goods and services generally shall be applied equally to the solicitation of bids from prequalified contractors.
- D. It is the policy of the Board to allow for prequalification of any responsible contractor who, through its submittal to the Board, meets the uniform criteria established by the State Requirements for Educational Facilities and incorporated in section I. of this policy whether such contractor is a resident or nonresident of the geographical area served by the Board.
- E. It is the policy of the Board to allow those contractors seeking prequalification to submit all required company financial information separate and apart from the other required submittals, as specifically outlined in the Prequalification Submittals section of the Request for Qualifications, in order to endeavor to protect privileged company information from public disclosure.
- F. The Board shall appoint a Contractor Prequalification Review Committee to review and evaluate the submissions and to make recommendations to the Board

as to which contractors should be prequalified to bid for type of project, dollar volume and limits allowed within the scope of the prequalification.

- G. These prequalification procedures shall not supersede any small business, woman-owned, or minority-owned business enterprise preference program adopted by the Board.
 - H. Notwithstanding anything contained herein, the Board may reject any proposals which, in the Board's sole opinion, contain inaccurate information. In addition, the Board shall have the sole discretion to declare a contractor delinquent and to suspend or revoke a prequalification certificate.
 - I. The Board shall receive and either approve or reject each application for prequalification within sixty (60) days after receipt by the Board's administrator. Approval shall be based on the criteria and procedures established in this policy.
- III. Application - Each contractor, firm, or person requesting prequalification shall submit separate applications that include the following:
- A. Detailed information on Board prescribed forms setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crimes Statement, and references.
 - B. Audited financial information current within the past twelve (12) months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
 - C. General information about the contractor company, its principals, and its history, including state and date of incorporation.
 - D. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - i. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

- ii. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - iii. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - iv. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- E. Contractor trade categories and information regarding the state and local license and license numbers held by the applicant.
 - F. A list of projects completed within the past five (5) years, including dates, clients, approximate dollar value, and size.
 - G. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
 - H. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
 - I. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate. The signature shall be notarized.
 - J. Exception: When two (2) or more prequalified contractors wish to combine their assets for a specific project, they may do so by filing an affidavit of joint venture. Such affidavit shall be valid only for that specific project.
- IV. Issuance of Certificate - The Board shall issue to all prequalified contractors a certificate valid for one (1) year or for the specific project. That certificate shall include the following:
- A. A statement indicating that the contractor may bid for projects during the time period specified.

- B. A statement establishing the type of work the contractor will be permitted to provide.
 - C. A statement establishing the total dollar value of work the contractor will be permitted to have under contract with the Board at any one time as determined by the contractor's bonding capacity or ten (10) times the net quick assets.
 - D. A statement establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time. The maximum value of each project may be up to twice the value of the largest project previously completed, but shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.
 - E. The expiration date of the certificate.
- V. Renewal of Certificate - Certificates not for a specific project shall be renewed annually.
- A. Financial statements or written verification of bonding capacity on file with the Board shall be updated annually. Failure to submit a new statement or verification of bonding capacity, after at least thirty (30) days written notice by the Board, shall automatically revoke a prequalification certificate.
 - B. Prequalified contractors may request a revision of their prequalifications status at any time they believe the dollar volume of work under contract or the size or complexity of the projects should be increased if experience, staff size, staff qualifications, and other pertinent data justify the action.
- VI. Delinquency - The decision to declare a contractor delinquent may only be made by the Superintendent and must be ratified by the Board at its next regular meeting following the decision by the Superintendent. Should the contractor be determined to be delinquent, after notice and an opportunity for a fair hearing, the Board shall notify the contractor and his surety, in writing, that the contractor is disqualified from bidding work with the Board as long as the delinquent status exists. A delinquent condition may be determined to be in effect when one (1) or more of the following conditions occur without justifiable cause:
- A. A substantial or repeated failure to comply with contract documents after written notice of such noncompliance.
 - B. A substantial or repeated failure to provide supervision and coordination of subcontractor's work after written notice of such failure.

- C. Substantial deviation from project time schedules after written notice of noncompliance.
 - D. Substantial or repeated failure to pay subcontractors after the Board has paid the contractor for the work performed by the subcontractors and in accordance with approved requisitions for payment.
 - E. Substantial or repeated failure to provide the quality of workmanship compatible with the trades standards for the community after written notice of such failure.
 - F. Substantial or repeated failure to comply with the warranty requirements of previous contracts after written notice of such failure.
 - G. Failure to maintain the required insurance coverage after written notice of such failure.
- VII. Suspension or Revocation - The Board may, for good cause, suspend a contractor for a specified period of time or revoke the prequalification certificate. Causes for suspension or revocation shall include, but not be limited to, one or more of the following:
- A. Inaccurate or misleading statements included in the application.
 - B. Declared in default by the Board.
 - C. Adjudged to be bankrupt.
 - D. Performance, in connection with contract work, becomes unsatisfactory to the Board, based on the Board asserting and recovering liquidated damages in an action against the contractor.
 - E. Payment record, in connection with contract work, becomes unsatisfactory to the Board, based on the contractor's failure to comply with the Construction Prompt Pay Act (Section 715.12, F.S.).
 - F. Becomes delinquent on a construction project pursuant to section VI.
 - G. Contractor's license becomes suspended or is revoked.
 - H. No longer meets the uniform prequalification criteria established in this policy.

VIII. Appeal - A contractor whose application has been rejected or whose certificate has been suspended or revoked by the Board shall be given the benefit of reconsideration and appeal as follows:

- A. The aggrieved contractor may, within ten (10) days after receiving notification of such action, request reconsideration in writing. The contractor may submit additional information at the time of appeal.
- B. The Board shall act upon the contractor's request within thirty (30) calendar days after the filing and shall notify the contractor of its action to adhere to, modify, or reverse its original action. The Board may require additional information to justify the reconsideration.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

288.061, 448.095, 1001.43, 1013.46, F.S.

STATE BOARD OF EDUCATION RULE(S):

6A-2.0010

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CHAPTER 8.00 - AUXILIARY SERVICES

PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION

8.502

The School Board shall prequalify contractors for a one (1) year period or for a specific project in accordance with the following:

- I. Criteria - Contractors shall be prequalified on the basis of the following criteria and any additional criteria specific to the project under consideration:
 - A. Proof that the contractor holds a contractor's license which authorizes the contractor to supervise work within the scope of the construction project.
 - B. Evidence that the applicant has financial resources to start up and follow through on projects and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of any project for which the contractor seeks prequalification. The written verification must be submitted by a licensed surety company rated excellent ("A-" or better) in the current A.M. Best Guide and qualified to do business within the state. In the absence of such written verification, the Board may require the applicant to submit any audited financial information necessary to evaluate an applicant's financial ability to perform the project and to respond to damages in the event of default.
 - C. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and building codes for similar or less cost or scope projects of similar size within the past five (5) years with one or more examples in PK-12 construction. Evidence shall consist of:
 - i A brief description of three similar projects that include location and name of owner,
 - ii Contact name, phone number and e-mail address.
 - iii Original project estimates and final cost.
 - iv Change Orders, if any.
 - v Unique aspects of the project

vi Occurrence(s) of unforeseen conditions, if any

- D. Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment becomes final.
- E. Type of work for which the contractor is licensed.

II. Procedures

- A. The Board shall hold a public hearing to discuss the Board's intent to prequalify contractors and the proposed policies, procedures and rules.
- B. The Board shall publish two (2) notices of the public hearing in a local newspaper having general circulation throughout the District and least thirty (30) days and again seven (7) days prior to the hearing. The notice shall contain at least the purpose, date, time, and place of the hearing.
- C. It is the policy and procedure of the Board to provide for open competition which shall not prevent the submission of a bid nor prohibit the consideration of a bid submitted by a prequalified contractor. Those standards which the Board applies when soliciting bids for goods and services generally shall be applied equally to the solicitation of bids from prequalified contractors.
- D. It is the policy of the Board to allow for prequalification of any responsible contractor who, through its submittal to the Board, meets the uniform criteria established by the State Requirements for Educational Facilities and incorporated in section I. of this policy whether such contractor is a resident or nonresident of the geographical area served by the Board.
- E. It is the policy of the Board to allow those contractors seeking prequalification to submit all required company financial information separate and apart from the other required submittals, as specifically outlined in the Prequalification Submittals section of the Request for Qualifications, in order to endeavor to protect privileged company information from public disclosure.

- F. The Board shall appoint a Contractor Prequalification Review Committee to review and evaluate the submissions and to make recommendations to the Board as to which contractors should be prequalified to bid for type of project, dollar volume and limits allowed within the scope of the prequalification.
 - G. These prequalification procedures shall not supersede any small business, woman-owned, or minority-owned business enterprise preference program adopted by the Board.
 - H. Notwithstanding anything contained herein, the Board may reject any proposals which, in the Board's sole opinion, contain inaccurate information. In addition, the Board shall have the sole discretion to declare a contractor delinquent and to suspend or revoke a prequalification certificate.
 - I. The Board shall receive and either approve or reject each application for prequalification within sixty (60) days after receipt by the Board's administrator. Approval shall be based on the criteria and procedures established in this policy.
- III. Application - Each contractor, firm, or person requesting prequalification shall submit separate applications that include the following:
- A. Detailed information on Board prescribed forms setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crimes Statement, and references.
 - B. Audited financial information current within the past twelve (12) months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
 - C. General information about the contractor company, its principals, and its history, including state and date of incorporation.
 - D. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- i. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - ii. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - iii. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - iv. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- E. Contractor trade categories and information regarding the state and local license and license numbers held by the applicant.
- F. A list of projects completed within the past five (5) years, including dates, clients, approximate dollar value, and size.
- G. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
- H. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
- I. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate. The signature shall be notarized.
- J. Exception: When two (2) or more prequalified contractors wish to combine their assets for a specific project, they may do so by filing an affidavit of joint venture. Such affidavit shall be valid only for that specific project.
- IV. Issuance of Certificate - The Board shall issue to all prequalified contractors a certificate valid for one (1) year or for the specific project. That certificate shall include the following:

- A. A statement indicating that the contractor may bid for projects during the time period specified.
 - B. A statement establishing the type of work the contractor will be permitted to provide.
 - C. A statement establishing the total dollar value of work the contractor will be permitted to have under contract with the Board at any one time as determined by the contractor's bonding capacity or ten (10) times the net quick assets.
 - D. A statement establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time. The maximum value of each project may be up to twice the value of the largest project previously completed, but shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.
 - E. The expiration date of the certificate.
- V. Renewal of Certificate - Certificates not for a specific project shall be renewed annually.
- A. Financial statements or written verification of bonding capacity on file with the Board shall be updated annually. Failure to submit a new statement or verification of bonding capacity, after at least thirty (30) days written notice by the Board, shall automatically revoke a prequalification certificate.
 - B. Prequalified contractors may request a revision of their prequalifications status at any time they believe the dollar volume of work under contract or the size or complexity of the projects should be increased if experience, staff size, staff qualifications, and other pertinent data justify the action.
- VI. Delinquency - The decision to declare a contractor delinquent may only be made by the Superintendent and must be ratified by the Board at its next regular meeting following the decision by the Superintendent. Should the contractor be determined to be delinquent, after notice and an opportunity for a fair hearing, the Board shall notify the contractor and his surety, in writing, that the contractor is disqualified from bidding work with the Board as long as the delinquent status exists. A delinquent condition may be determined to be in effect when one (1) or more of the following conditions occur without justifiable cause:
- A. A substantial or repeated failure to comply with contract documents after written notice of such noncompliance.

- B. A substantial or repeated failure to provide supervision and coordination of subcontractor's work after written notice of such failure.
 - C. Substantial deviation from project time schedules after written notice of noncompliance.
 - D. Substantial or repeated failure to pay subcontractors after the Board has paid the contractor for the work performed by the subcontractors and in accordance with approved requisitions for payment.
 - E. Substantial or repeated failure to provide the quality of workmanship compatible with the trades standards for the community after written notice of such failure.
 - F. Substantial or repeated failure to comply with the warranty requirements of previous contracts after written notice of such failure.
 - G. Failure to maintain the required insurance coverage after written notice of such failure.
- VII. Suspension or Revocation - The Board may, for good cause, suspend a contractor for a specified period of time or revoke the prequalification certificate. Causes for suspension or revocation shall include, but not be limited to, one or more of the following:
- A. Inaccurate or misleading statements included in the application.
 - B. Declared in default by the Board.
 - C. Adjudged to be bankrupt.
 - D. Performance, in connection with contract work, becomes unsatisfactory to the Board, based on the Board asserting and recovering liquidated damages in an action against the contractor.
 - E. Payment record, in connection with contract work, becomes unsatisfactory to the Board, based on the contractor's failure to comply with the Construction Prompt Pay Act (Section 715.12, F.S.).
 - F. Becomes delinquent on a construction project pursuant to section VI.
 - G. Contractor's license becomes suspended or is revoked.

- H. No longer meets the uniform prequalification criteria established in this policy.
- VIII. Appeal - A contractor whose application has been rejected or whose certificate has been suspended or revoked by the Board shall be given the benefit of reconsideration and appeal as follows:
- A. The aggrieved contractor may, within ten (10) days after receiving notification of such action, request reconsideration in writing. The contractor may submit additional information at the time of appeal.
 - B. The Board shall act upon the contractor's request within thirty (30) calendar days after the filing and shall notify the contractor of its action to adhere to, modify, or reverse its original action. The Board may require additional information to justify the reconsideration.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 288.061, 448.095, 1001.43, 1013.46, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-2.0010

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