BAKER COUNTY SCHOOL DISTRICT

Committed to Excellence

AGENDA
SCHOOL BOARD MEETING (OPEN TO THE PUBLIC)
Monday, November 3, 2025 - 5:00 PM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
(Revised Agenda) Minute Book #40 / Supplemental Book #54 / Page #4

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL OF MEMBERS

4. PUBLIC HEARINGS

5. RECOGNITIONS / PRESENTATIONS

6. APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA

6.1 8.1.: Personnel Items, Supplemental Pay List: Approval of the Description Correction for Faith Cassidy from Rescind ESE Paraprofessional to Rescind ESE Department Head.
Wyatt Milton - (259-0401)

7. REMOVAL OF ROUTINE ITEMS

8. APPROVAL OF ROUTINE ITEMS

8.1 Approval of the Personnel Items List for Approval on November 3, 2025.
Wyatt Milton - (259-0401)

8.2 Approval of the Minutes of the October 16, 2025, Executive Session.
Wyatt Milton - (259-0401)

8.3 Approval of the Minutes of the October 20, 2025, School Board Meeting.
Wyatt Milton - (259-0401)

8.4 Approval of the Financial Reports for the Month Ending September 30, 2025.
Teri Ambrose - (259-0418)

8.5 Approval of the Grant Proposal for Youth Mental Health Awareness and Training in the Amount of $4,741.00. New / State / No Matching
Alice Schmitges - (259-0444)

9. APPROVAL OF ITEMS FOR ACTION

9.1 Approval of Removed Routine Items.
N/A

9.2 Approval to De-authorize and Dispose of Itemized Property on the Baker County Title I Inventory Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)

Traci Wheeler - (259-6776)

9.3 Approval of the Following School Board Policies: 3.060*+, 3.300+, 5.040*, 5.130*, 5.150*+, 5.250*, 5.382+,6.17*+, 6.190*, 6.103*, 6.370*, 8.07, 8.13*, 8.271*, 8.32
Thomas Hill - (259-0429)

9.4 Approval of the Contract Between Baker County School Board and Gaggle.Net, Inc, Effective August 1, 2025 - July 31, 2026.
Alice Schmitges - (259-0444)

10. CITIZEN INPUT

A Citizen Input form must be completed and submitted to the Board Secretary PRIOR to the beginning of the meeting if you wish to address the Board. You will be called on by the Chairman at the appropriate time. Presentations/comments are limited to three (3) minutes.

11. INFORMATION AND ANNOUNCEMENTS

12. ADJOURNMENT

NOTICE: Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based.

AGENDA ITEM NO. 6.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 3, 2025
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Agenda Revision/Addition
AGENDA SECTION:	**APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA**
SUBJECT:	8.1.: Personnel Items, Supplemental Pay List: Approval of the Description Correction for Faith Cassidy from Rescind ESE Paraprofessional to Rescind ESE Department Head.

ATTACHMENTS:
11.03.2025 Approval of the Personnel Items List_W.Milton_REV 11.03.2025.pdf

PERSONNEL ITEMS LIST FOR APPROVAL ON NOVEMBER 3, 2025

RESIGNATIONS FOR APPROVAL ON NOVEMBER 3, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Denmark	Rene			Paraprofessional ESE, Ages 6-21 (187 Days)	Macclenny Elementary School	October 20, 2025
Gnann	Debra		Retirement	Teacher, Health Science Ed (197 Days)	Baker County High School	December 10, 2025
Stafford	Rhonda		Early Retirement	Career Specialist (197 Days)	Macclenny Elementary School	October 28, 2025

EMPLOYMENT FOR APPROVAL ON NOVEMBER 3, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Bonak	Debra		Initial Employment / Replacing Rhonda Nash	Paraprofessional, ESE Ages 3-5 (187 Days)	Pre-K Kindergarten Center	October 14, 2025
Davis	Beth		Transfer from Teacher M/J Classroom (197 Days) at Baker County Middle School / Replacing Rhonda Stafford	Career Specialist (197 Days)	Macclenny Elementary School	October 29, 2025
Johns	Amy		Initial Employment / New Unit	Nutrition Services Assistant (191 Days, 7 Hours)	Baker County High School	October 30, 2025
Luke	Jennifer		Initial Employment / Replacing Annette Paige	Nutrition Services Assistant (191 Days, 7 Hours)	Baker County Middle School	October 16, 2025
McCallum	Otis		Initial Employment / Replacing Cynthia Phillips	Bus Driver (186 Days, 5.5 Hours)	Transportation	October 14, 2025
Pieri	Myrene		Initial Employment / Replacing Angela Waite	Paraprofessional, ESE Ages 6-21 (187 Days)	Legacy Elementary School	October 10, 2025
Richardson	Kierra		Initial Employment / Replacing Karl Hall	Teacher, Social Studies (197 Days)	Baker County High School	October 14, 2025
Taylor	Autumn		Initial Employment / Replacing Katie Yarbrough	Teacher, Part-Time, As Needed Evenings (BCDC)	Career and Adult Education	October 14, 2025

EXTRA DUTY LIST FOR APROVAL ON NOVEMBER 3, 2025						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Boyd	Cynthia			Substitute Coordinator	Regular Hourly Rate / Maximum 108 Hours / Funding Source: General	August 11, 2025 - May 22, 2026
Dorman	Deborah			Title 1 Family Night - Planning	$31.54 Per Hour / Maximum 2 Hours / Funding Source: Federal	October 27, 2025 - November 3, 2025
Dorman	Deborah			Title 1 Family Night - Presentation	Regular Hourly Rate / Maximum 1 Hour / Funding Source: Federal	November 3, 2025
Driggers	Jessica			Substitute Coordinator	Regular Hourly Rate / Maximum 140 Hours / Funding Source: General	August 11, 2025 - May 22, 2026
Eiserman	Melissa			Title 1 Family Night - Planning	$31.54 Per Hour / Maximum 2 Hours / Funding Source: Federal	October 27, 2025 - November 3, 2025
Eiserman	Melissa			Title 1 Family Night - Presentation	Regular Hourly Rate / Maximum 1 Hour / Funding Source: Federal	November 3, 2025
Robinson	Karen			Substitute Coordinator	Regular Hourly Rate / Maximum 108 Hours / Funding Source: General	August 11, 2025 - May 22, 2026
Smith	Michelle			Substitute Coordinator	Regular Hourly Rate / Maximum 108 Hours / Funding Source: General	August 11, 2025 - May 22, 2026
Weber	Robin			Substitute Coordinator	Regular Hourly Rate / Maximum 108 Hours / Funding Source: General	August 11, 2025 - May 22, 2026
White	Autumn			Substitute Coordinator	Regular Hourly Rate / Maximum 134 Hours / Funding Source: General	August 11, 2025 - May 22, 2026

SUPPLEMENT LIST FOR APPROVAL ON NOVEMBER 3, 2025						
LAST NAME	**FIRST NAME**	**SPECIAL NOTE**	**LOCATION**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Anderson	Jacob	Rescind Previuosly Approved on September 8, 2025, Shared with Jessica Odom	Rescind Baker County Middle School	Rescind Computer Network Manager	Rescind Board Approved Rate	Rescind 2025-2026
Anderson	Jacob	Rescind Previuosly Approved on September 8, 2025, Shared with Jessica Odom	Rescind Baker County Middle School	Rescind Technology Student Association	Rescind Board Approved Rate	Rescind 2025-2026
Cassidy	Faith	Rescind Previuosly Approved on September 8, 2025	Rescind Baker County Middle School	Rescind ESE ~~Paraprofessional~~ Department Head	Rescind Board Approved Rate	Rescind 2025 - 2026 (Effective October 21, 2025)
Cassidy	Faith	Rescind Previuosly Approved on September 8, 2025	Rescind Baker County Middle School	Rescind Athletic Director	Rescind Board Approved Rate	Rescind 2025 - 2026 (Effective October 21, 2025)
Davis	Jessalyn	Amend Previously Approved on September 8, 2025, to Shared with Ridge Horne	Macclenny Elementary School	Computer Network Manager	Board Approved Rate	2025 - 2026 (Effective October 1, 2025)
Haydu	Deanna		Baker County Middle School	ESE Paraprofessional	Board Approved Rate - Prorated	2025 - 2026 (Effective October 6, 2025)
Horne	Ridge	Shared with Jessalyn Davis	Macclenny Elementary School	Computer Network Manager	Board Approved Rate - Prorated	2025 - 2026 (Effective October 1, 2025)
Odom	Jessica		Baker County Middle School	Computer Network Manager	Board Approved Rate	2025-2026
Odom	Jessica		Baker County Middle School	Technology Student Association	Board Approved Rate	2025-2026

SUPPLEMENT LIST FOR APPROVAL ON NOVEMBER 3, 2025						
LAST NAME	**FIRST NAME**	**SPECIAL NOTE**	**LOCATION**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Odom	Jessica	Rescind Previuosly Approved on September 8, 2025, Shared with Jacob Anderson	Rescind Baker County Middle School	Rescind Technology Student Association	Rescind Board Approved Rate	Rescind 2025-2026
Odom	Jessica	Rescind Previuosly Approved on September 8, 2025, Shared with Jacob Anderson	Rescind Baker County Middle School	Rescind Computer Network Manager	Rescind Board Approved Rate	Rescind 2025-2026
Pieri	Myrene		Legacy Elementary School	ESE Paraprofessional	Board Approved Rate - Prorated	2025 - 2026 (Effective October 10, 2025)

STIPEND LIST FOR APPROVAL ON NOVEMBER 3, 2025					
LAST NAME	**FIRST NAME**	**MI**	**ASSIGNMENT**	**AMOUNT**	**EFFECTIVE**
Crews	Rebecca		2026 Teacher of the Year (Excluding the District Teacher of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
Dietz	Jacquelin		2026 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
Fisher	Terri		2026 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
Jones	Jeremy		2026 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
McHenry	Jessica		2026 Teacher of the Year (Excluding the District Teacher of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
Taylor	Rodney		2026 Teacher of the Year (Excluding the District Teacher of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
Wendel	Scott		2026 Teacher of the Year (Excluding the District Teacher of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026

STIPEND LIST FOR APPROVAL ON NOVEMBER 3, 2025					
LAST NAME	**FIRST NAME**	**MI**	**ASSIGNMENT**	**AMOUNT**	**EFFECTIVE**
Williams	Irish		2026 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026

OCCASIONAL PERSONNEL STAFFING FOR APPROVAL ON NOVEMBER 3, 2025				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Burnham	Christopher	Middle School Assistant Football Coach	$1,500.00 Flat Rate / Funding Source: General	August 11, 2025 - May 28, 2026
Hodges	Randall	Middle School Girls Head Flag Football Coach	$750.00 Flat Rate / Funding Source: General	August 11, 2025 - May 28, 2026
Nowlen	Wesley	Middle School Girls Flag Football Assistant Coach	$450.00 Flat Rate / Funding Source: General	August 11, 2025 - May 28, 2026

LEAVE LIST FOR APPROVAL ON NOVEMBER 3, 2025					
LAST NAME	**FIRST NAME**	**MI**	**# OF DAYS**	**TYPE OF LEAVE**	**EFFECTIVE DATES**
Anderson	Jacob		32	Military Leave With Pay	November 10, 2025 - January 9, 2026
Anderson	Jacob		93	Personal Leave Without Pay - Personal / Extended	January 12, 2026 - May 28, 2026

SUBSTITUTE LIST FOR APPROVAL ON NOVEMBER 3, 2025					
LAST NAME	**FIRST NAME**	**MI**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Combs	Haley		Substitute Teacher (has completed the required Substitute Teacher Training) and all other areas pending completion of necessary requirements	Board Approved Rate	September 22, 2025
Halle	Jayzn		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	October 23, 2025

AGENDA ITEM NO. 8.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 3, 2025

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Personnel

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Personnel Items List for Approval on November 3, 2025.

ATTACHMENTS:
11.03.2025 Approval of the Personnel Items List_W.Milton_REV 11.03.2025 Final.pdf

PERSONNEL ITEMS LIST FOR APPROVAL ON NOVEMBER 3, 2025

RESIGNATIONS FOR APPROVAL ON NOVEMBER 3, 2025						
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Gnann	Debra		Retirement	Teacher, Health Science Ed (197 Days)	Baker County High School	December 10, 2025
Stafford	Rhonda		Early Retirement	Career Specialist (197 Days)	Macclenny Elementary School	October 28, 2025

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STIPEND LIST FOR APPROVAL ON NOVEMBER 3, 2025					
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Taylor	Rodney		2026 Teacher of the Year (Excluding the District Teacher of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026
Wendel	Scott		2026 Teacher of the Year (Excluding the District Teacher of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026

STIPEND LIST FOR APPROVAL ON NOVEMBER 3, 2025					
LAST NAME	**FIRST NAME**	**MI**	**ASSIGNMENT**	**AMOUNT**	**EFFECTIVE**
Williams	Irish		2026 School Related Employee of the Year (Excluding the District School Related Employee of the Year)	$200.00 Flat Rate / Funding Source: General	February 2, 2026

OCCASIONAL PERSONNEL STAFFING FOR APPROVAL ON NOVEMBER 3, 2025				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
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Anderson	Jacob		93	Personal Leave Without Pay - Personal / Extended	January 12, 2026 - May 28, 2026

SUBSTITUTE LIST FOR APPROVAL ON NOVEMBER 3, 2025					
LAST NAME	**FIRST NAME**	**MI**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Combs	Haley		Substitute Teacher (has completed the required Substitute Teacher Training) and all other areas pending completion of necessary requirements	Board Approved Rate	September 22, 2025
Halle	Jayzn		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	October 23, 2025

AGENDA ITEM NO. 8.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 3, 2025

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Minutes

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Minutes of the October 16, 2025, Executive Session.

ATTACHMENTS:
11.03.2025 Approval of 10.16.2025 Executive Session Minutes_W.Milton.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

MINUTES
EXECUTIVE SESSION (CLOSED TO THE PUBLIC)
Thursday, October 16, 2025 - 12:00 PM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
Minute Book #40 / Supplemental Book #54 / Page #3

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

SCHOOL BOARD EXECUTIVE SESSION

Closed Executive Session to Discuss Negotiations on BCEA & BCSPA

The Baker County School Board met on Thursday, October 16, 2025, at 12:00 p.m. in a closed meeting at the District School Board Room. The purpose of the meeting was to have a closed Executive Session to discuss negotiations with the Baker County Education Support Professionals Association and the Baker County Education Association with the School Board. The following Board Members were present to wit: Chairperson Tiffany McInarnay, Vice-Chairperson Jack Baker Jr., Clayton Lyons, Amanda Hodges, and Mandi Canaday. Superintendent Wyatt Milton, Associate Superintendent of Human Resources Thomas Hill, Director of School Safety and Auxiliary Services Steve Cannon, and Executive Director of Finance and Support Services Teri Ambrose were present for the executive session. School Board Attorney Leonard Dietzen was present via Google Meet. No official action was taken during the session.

_____ _____

Superintendent Board Chairperson

AGENDA ITEM NO. 8.3

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 3, 2025

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Minutes

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Minutes of the October 20, 2025, School Board Meeting.

ATTACHMENTS:
11.03.2025 Approval of 10.20.2025 Meeting Minutes_W.Milton.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

MINUTES
SCHOOL BOARD MEETING (OPEN TO THE PUBLIC)
Monday, October 20, 2025 - 5:00 PM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
Minute Book #40 / Supplemental Book #54 / Page #3

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE
The Baker County School Board met on Monday, October 20, 2025, at 5:00 p.m. in the District School Board Room located at 270 South Boulevard East, Macclenny, Florida 32063. The purpose of this meeting was to hold the regularly scheduled board meeting. Chairperson Tiffany McInarnay announced Wyatt Milton was going to give the invocation, followed by the Pledge of Allegiance led by the Board Member Amanda Hodges.

2. CALL TO ORDER
Chairperson McInarnay called the meeting of the Baker County School Board to order and asked for a roll call of members.

3. ROLL CALL OF MEMBERS
The following Board Members were present to wit: Chairperson Tiffany McInarnay, Clayton Lyons, Amanda Hodges, and Mandi Canaday. Vice-Chairperson Jack Baker Jr. was not present at the meeting. Superintendent Wyatt Milton was present for the meeting. School Board Attorney Jeffrey Grosholz was present via Google Meet.

4. PUBLIC HEARINGS

4.1 Public Hearing on New and Revised School Board Policies: 3.06*+, 3.30+, 5.04*, 5.13*, 5.15*+. 5.25*, 5.382+, 6.17*+, 6.19*, 6.103*, 6.370*, 8.07, 8.13*, 8.271*, 8.32
Chairperson McInarnay called the public hearing to order and opened the floor for public comment. No individual in the audience addressed the Board on this item. Therefore, Chairperson McInarnay closed the public hearing on this item.

5. RECOGNITIONS / PRESENTATIONS

5.1 Quarterly Update Presentation by Director of School Safety
Director Steve Cannon presented a quarterly report summarizing district school safety compliance findings.

6. APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA
There were no corrections or additions to the agenda. Therefore, no action was taken on this agenda item.

7. REMOVAL OF ROUTINE ITEMS
Chairperson McInarnay asked if any Board member wished to remove a routine item for separate consideration. Hearing none, she continued with the items for action.

8. APPROVAL OF ROUTINE ITEMS
Chairperson McInarnay entertained a motion from the Board to approve the routine items. As recommended:

Mandi Canaday made a motion to approve the routine items, seconded by Clayton Lyons. The motion carried 4-0.

8.1 Approval of the Personnel Items List for Approval on October 20, 2025.

8.2 Approval of the Minutes of the October 6, 2025, Work Session.

8.3 Approval of the Minutes of the October 6, 2025, Work Session.

8.4 Approval of the Minutes of the October 6, 2025, School Board Meeting.

8.5 Approval to Renew Agreement with H2 Holdco Inc. for Athletic Training Services, Effective July 1, 2025 - June 30, 2026.

8.6 Approval of Baker County Pre-K / Kindergarten Center's 2025-2026 School Improvement Plan.

8.7 Approval of Westside Elementary School's 2025-2026 School Improvement Plan.

8.8 Approval of Macclenny Elementary School's 2025-2026 School Improvement Plan.

8.9 Approval of Legacy Elementary School's 2025-2026 School Improvement Plan.

8.10 Approval of Baker County Middle School's 2025-2026 School Improvement Plan.

8.11 Approval of Baker County High School's 2025-2026 School Improvement Plan.

9. APPROVAL OF ITEMS FOR ACTION

9.1 Approval of Removed Routine Items.
There were no removed routine items. Therefore, no action was taken on this agenda item.

9.2 Approval of the Memorandum of Understanding with Chrysalis Health for Mental Health Services for Students and Families.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended:
Amanda Hodges made a motion to approve, seconded by Clayton Lyons. The motion carried 4-0.

10. CITIZEN INPUT

A Citizen Input form must be completed and submitted to the Board Secretary PRIOR to the beginning of the meeting if you wish to address the Board. You will be called on by the Chairman at the appropriate time. Presentations/comments are limited to three (3) minutes.
No individual in the audience addressed the Board with citizen concerns at this meeting.

11. INFORMATION AND ANNOUNCEMENTS

There was no announcement at this meeting.

12. ADJOURNMENT

Since there was no further business to come before the Board:
Clayton Lyons made a motion to adjourn, seconded by Mandi Canaday. The motion carried via general consensus 0-0.

_____ _____

Superintendent Board Chairperson

AGENDA ITEM NO. 8.4

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 3, 2025

SUBMITTED BY: Teri Ambrose - (259-0418)

ITEM TYPE: Finance

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Financial Reports for the Month Ending September 30, 2025.

ATTACHMENTS:
11.03.2025 Approval of the Financial Reports for the Month Ending September 30, 2025_T.Ambrose.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - General Fund
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	260,000.00	4,832.78
State - R3300-3399	36,798,868.00	9,171,265.44
Local - R3400-3499	8,127,597.00	284,678.47
Other Local Revenue - R3700-3799	-	33,265.52
Transfers In	-	-
Loss Recoveries	-	
Beginning Fund Balance	6,466,700.22	
	51,653,165.22	9,494,042.21

Expenditures	Current Year Budgeted Expenditures	Current Year Actual Expenditures	Difference	Prior Year 30-Sep-24 Actual Exp.	Difference (Current - Prior)
K-12 Instruction - Function 5000-5900	$ 26,628,589.17	4,271,831.83	22,356,757.34	4,167,222.34	104,609.49
Pupil Personnel Services - Function 6100	2,867,312.32	460,300.81	2,407,011.51	485,876.25	(25,575.44)
Instructional Media Services - Function 6200	644,275.64	89,658.72	554,616.92	90,499.21	(840.49)
Instruction & Curriculum Development Services - Function 6300	661,967.01	135,479.85	526,487.16	184,495.22	(49,015.37)
Instructional Staff Training Services - Function 6400	136,113.89	35,442.56	100,671.33	44,312.27	(8,869.71)
Instructional Related Technology - Function 6500	339,200.00	89,280.13	249,919.87	89,626.27	(346.14)
School Board - Function 7100	450,250.00	87,734.94	362,515.06	91,005.54	(3,270.60)
General Administration - Function 7200	436,418.45	93,783.77	342,634.68	87,260.73	6,523.04
School Administration - Function 7300	2,458,404.43	591,952.10	1,866,452.33	510,656.22	81,295.88
Facilities Acquisition & Construction - Function 7400	72,994.00	1,801.64	71,192.36	-	1,801.64
Fiscal Services - Function 7500	836,450.00	191,819.81	644,630.19	203,153.03	(11,333.22)
School Food Services - Function 7600	-	14,454.77	(14,454.77)	-	14,454.77
Central Services - Function 7700	586,119.69	152,444.51	433,675.18	114,317.46	38,127.05
Pupil Transportation Services - Function 7800	2,465,601.09	466,589.87	1,999,011.22	415,441.64	51,148.23
Operation of Plant - Function 7900	5,836,534.99	1,674,511.27	4,162,023.72	1,898,729.91	(224,218.64)
Maintenance of Plant - Function 8100	1,087,500.00	317,786.63	769,713.37	331,312.64	(13,526.01)
Administrative Technology Services - Function 8200	724,560.05	317,352.55	407,207.50	311,610.18	5,742.37
Community Services - Function 9100	347,869.36	52,697.14	295,172.22	60,210.26	(7,513.12)
Debt Service - Function 9200	-	-	-	-	-
Other Financing Uses	-	-	-	-	-
Ending Fund Balance	5,073,005.13		5,073,005.13		
	51,653,165.22	9,044,922.90	42,608,242.32	9,085,729.17	(40,806.27)

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - School Food Service
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	3,373,950.00	259,606.23
State - R3300-3399	25,000.00	-
Local - R3400-3499	28,000.00	6,948.96
Other Financing Sources	-	-
Beginning Fund Balance	1,419,809.76	
	4,846,759.76	266,555.19

	Current Year			Prior Year	
Expenditures	**Budgeted Expenditures**	**Actual Expenditures**	**Difference**	**30-Sep-24 Actual Exp.**	**Difference (Current - Prior)**
Food Service - Function 7600	3,960,950.00	631,970.64	3,328,979.36	636,812.48	(4,841.84)
Other Financing Uses	-	-	-	-	-
Ending Fund Balance	885,809.76		885,809.76		
	4,846,759.76	631,970.64	4,214,789.12	636,812.48	(4,841.84)

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - Federal Programs
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	3,661,874.93	548,122.49
State - R3300-3399	-	-
Local - R3400-3499	-	922.19
Other/Transfers	-	-
	3,661,874.93	549,044.68

Expenditures	Current Year Budgeted Expenditures	Current Year Actual Expenditures	Difference	Prior Year 30-Sep-24 Actual Exp.	Difference (Current - Prior)
K-12 Instruction - Function 5000-5900	$ 1,790,802.49	$ 421,389.86	1,369,412.63	$ 427,481.36	(6,091.50)
Pupil Personnel Services - Function 6100	791,051.48	87,732.44	703,319.04	66,126.98	21,605.46
Instructional Media Services - Function 6200	-	-	-	-	-
Instruction & Curriculum Development Services - Function 6300	364,509.99	82,643.96	281,866.03	93,047.32	(10,403.36)
Instructional Staff Training Services - Function 6400	461,752.96	46,676.39	415,076.57	65,681.21	(19,004.82)
Instructional Related Technology - Function 6500	-	-	-	-	-
School Board - Function 7100	-	-	-	-	-
General Administration - Function 7200	181,287.01	462.54	180,824.47	3,668.44	(3,205.90)
School Administration - Function 7300	19,688.00	475.00	19,213.00	3,937.30	(3,462.30)
Facilities Acquisition & Construction - Function 7400	-	-	-	-	-
Fiscal Services - Function 7500	-	-	-	-	-
School Food Services - Function 7600	-	-	-	-	-
Central Services - Function 7700	18,977.00	1,571.08	17,405.92	7,660.77	(6,089.69)
Pupil Transportation Services - Function 7800	33,806.00	14,597.44	19,208.56	10,022.37	4,575.07
Operation of Plant - Function 7900	-	-	-	-	-
Maintenance of Plant - Function 8100	-	-	-	-	-
Administrative Technology Services - Function 8200	-	-	-	-	-
Community Services - Function 9100	-	-	-	-	-
Debt Service - Function 9200					
	$ 3,661,874.93	$ 655,548.71	3,006,326.22	$ 677,625.75	(22,077.04)

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - PECO
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	-	-
State - R3300-3399	250,000.00	-
Local - R3400-3499	-	-
Other/Transfers	-	-
Beginning Fund Balance	804.94	
	250,804.94	-

Expenditures	Current Year Budgeted Expenditures	Actual Expenditures	Difference	Prior Year 30-Sep-24 Actual Exp.	Difference (Current - Prior)
Facilities Acquisition & Construction - Function 7400	250,804.94	-	250,804.94	-	-
Other Financing Uses/Transfers	-	-	-	-	-
Ending Fund Balance	-		-		
	250,804.94	-	250,804.94	-	-

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - CO & DS
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	-	-
State - R3300-3399	164,500.00	0.02
Local - R3400-3499	-	-
Other/Transfers	-	-
Beginning Fund Balance	364,498.67	
	528,998.67	0.02

	Current Year			Prior Year	
Expenditures	**Budgeted Expenditures**	**Actual Expenditures**	**Difference**	**30-Sep-24 Actual Exp.**	**Difference (Current - Prior)**
Facilities Acquisition & Construction - Function 7400	528,998.67	-	528,998.67	-	-
Other Financing Uses/Transfers	-	-	-	-	-
Ending Fund Balance	-		-		
	528,998.67	-	528,998.67	-	-

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - LCIF (1.5 MIL)
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	-	-
State - R3300-3399	-	-
Local - R3400-3499	2,617,292.00	14,514.06
Other Local Revenue - R3700-3799		38,239.00
Other/Transfers	-	-
Beginning Fund Balance	1,812,347.26	
	4,429,639.26	52,753.06

Expenditures	Current Year Budgeted Expenditures	Current Year Actual Expenditures	Difference	Prior Year 30-Sep-24 Actual Exp.	Difference (Current - Prior)
K-12 Instruction - Function 5000-5900	-	-	-	2,102.99	(2,102.99)
Facilities Acquisition & Construction - Function 7400	4,429,639.26	762,311.80	3,667,327.46	63,903.29	698,408.51
Operation of Plant - Function 7900	-	-	-	30,037.19	(30,037.19)
Maintenance of Plant - Function 8100	-	-	-	-	-
Administrative Technology Services - Function 8200	-	-	-	14,015.36	(14,015.36)
Other Financing Uses/Transfers	-	-	-	-	-
Ending Fund Balance	-		-		-
	4,429,639.26	762,311.80	3,667,327.46	110,058.83	652,252.97

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Revenue and Expenditure Report - Impact Fees
For the Month Ending September 30, 2025

Revenues	2024-2025 Budgeted Revenues	Actual Revenues
Federal - R3200 - 3299	-	-
State - R3300-3399	-	-
Local - R3400-3499	85,000.00	-
Other/Transfers	-	-
Beginning Fund Balance	918,858.68	
	1,003,858.68	-

	Current Year			Prior Year	
Expenditures	Budgeted Expenditures	Actual Expenditures	Difference	30-Sep-24 Actual Exp.	Difference (Current - Prior)
Facilities Acquisition & Construction - Function 7400	1,003,858.68	-	1,003,858.68	-	-
Other Financing Uses/Transfers	-	-	-	-	-
Ending Fund Balance	-		-		
	1,003,858.68	-	1,003,858.68	-	-

DISTRICT: Baker County School Board
REPORT TITLE: SEPTEMBER 2025
A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
160827	R	REGIONS 004	REGIONS COMMERCIAL BANKCARD	09/04/2025	$ 7,546.37
160828	R	8-KOI, I000	8-KOI, INC.	09/05/2025	$ 95,947.12
160829	R	AKEL LOG000	AKEL LOGAN & SHAFER PA	09/05/2025	$ 4,521.64
160830	R	APPLEJAM001	APPLEWHITE, JAMES	09/05/2025	$ 2.70
160831	R	BAKER CO017	BAKER COUNTY HEALTH DEPARTMENT	09/05/2025	$ 2,025.00
160832	R	BAKER CO032	BAKER COUNTY SHERIFFS OFFICE	09/05/2025	$ 8,861.84
160833	R	BAKER CO035	BAKER COUNTY TAX COLLECTOR	09/05/2025	$ 46.10
160834	R	BAKER DI000	BAKER DISTRIBUTING COMPANY	09/05/2025	$ 3,112.72
160835	R	CAPITAL 003	CAPITAL ONE/WALMART	09/05/2025	$ 7.50
160836	R	CAPITAL 007	CAPITAL ONE/WALMART	09/05/2025	$ 75.66
160837	R	CAPITAL 009	CAPITAL ONE/WALMART	09/05/2025	$ 47.87
160838	R	CERTIPOR001	CERTIPORT, INC.	09/05/2025	$ 11,324.00
160839	R	CEV MULT000	CEV MULTIMEDIA, LLC	09/05/2025	$ 19,618.00
160840	R	CITY ELE000	CITY ELECTRIC SUPPLY CO	09/05/2025	$ 644.28
160841	R	CITY OF 000	CITY OF MACCLENNY	09/05/2025	$ 13,277.82
160842	R	COASTAL 003	COASTAL EQUIPMENT SYSTEMS OF FLORIDA, LLC	09/05/2025	$ 64,974.05
160843	R	CREWSBRA000	CREWS, BRANDON K.	09/05/2025	$ 307.99
160844	R	CUMBERLA001	CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA	09/05/2025	$ 2,708.99
160845	R	EMERGENC000	EMERGENCY SYSTEMS INC	09/05/2025	$ 2,268.00
160846	R	FAEDS 000	FAEDS	09/05/2025	$ 400.00
160847	R	FL SCHOO003	FL SCHOOL BOOK DEPOSITORY	09/05/2025	$ 27,529.08
160848	R	FLORIDA 026	FLORIDA POWER & LIGHT COMPANY	09/05/2025	$ 68,737.57
160849	R	FLORIDA 091	FLORIDA PEST CONTROL	09/05/2025	$ 1,437.21
160850	R	HAGAN AC000	HAGAN ACE HARDWARE	09/05/2025	$ 403.19
160851	R	HEARTLAN001	HEARTLAND PAYMENT SYSTEMS INC	09/05/2025	$ 4,199.00
160852	R	HEINEMAN002	HEINEMANN	09/05/2025	$ 32,632.08
160853	R	INTEGRAT002	INTEGRATED POWER SERVICES (IPS)	09/05/2025	$ 1,588.00
160854	R	INTERSTA003	INTERSTATE BILLING SERVICES, INC	09/05/2025	$ 445.50
160856	R	KENS FEN000	KENS FENCING LLC	09/05/2025	$ 7,693.86
160857	R	KIMBALL 000	KIMBALL MIDWEST	09/05/2025	$ 354.04
160858	R	KITTRJES001	KITTRELL, JESSICA E.	09/05/2025	$ 324.53
160859	R	KLEO, IN000	KLEO, INC DBA CLASSWALLET	09/05/2025	$ 83,100.00
160860	R	KNOWLEDG001	KNOWLEDGE PILLARS EDUCATION INC	09/05/2025	$ 36,530.80

DISTRICT: Baker County School Board

REPORT TITLE: SEPTEMBER 2025

A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
160861	R	L V HIER000	L V HIERS INC	09/05/2025	$ 18,275.03
160862	R	LAKESHOR002	LAKESHORE LEARNING MATERIALS, LLC	09/05/2025	$ 512.94
160863	R	LAMINATI000	LAMINATION DEPOT INC	09/05/2025	$ 307.12
160864	R	M & B PR000	M & B PRODUCTS, INC	09/05/2025	$ 13,398.10
160865	R	MACCLENN009	MACCLENNY MOWER & SAW INC	09/05/2025	$ 2,917.67
160866	R	MACCLENN010	MACCLENNY TIRE AND LUBE	09/05/2025	$ 121.50
160867	R	MAX GRAP000	MAX GRAPHIX, LLC	09/05/2025	$ 910.00
160868	R	MILO RAN000	MILO RANGE TRAINING SYSTEMS	09/05/2025	$ 16,370.00
160869	R	MOWREY E000	MOWREY ELEVATOR COMPANY OF FLA INC	09/05/2025	$ 2,352.00
160870	R	NAPA AUT000	NAPA AUTO PARTS	09/05/2025	$ 93.99
160871	R	NE FL ED000	NE FL EDUCATIONAL CONSORTIUM	09/05/2025	$ 4,193.76
160872	R	O'REILLY000	O'REILLY AUTO PARTS	09/05/2025	$ 156.18
160873	R	PERMA-BO000	PERMA-BOUND BOOKS	09/05/2025	$ 551.29
160874	R	REIDY RH000	REIDY RHODES TAYLOR COMMUNICATIONS	09/05/2025	$ 7,124.99
160875	R	RUMBERGE000	RUMBERGER KIRK & CALDWELL PROFESSIONAL ASSOC	09/05/2025	$ 4,167.87
160876	R	SAM'S CL000	SAM'S CLUB DIRECT	09/05/2025	$ 788.17
160877	R	SCRIPPS 000	SCRIPPS NATIONAL SPELLING BEE	09/05/2025	$ 206.50
160878	R	SENSKE A000	SENSKE AND SON LLC	09/05/2025	$ 437.76
160879	R	SOURCE 4000	SOURCE 4 SOLUTIONS LLC	09/05/2025	$ 2,764.06
160881	R	STAFFORD000	STAFFORDS FIRE EXTINGUISHER	09/05/2025	$ 680.00
160882	R	SUBURBAN001	SUBURBAN PROPANE	09/05/2025	$ 874.04
160883	R	SUN STAT000	SUN STATE INTERNATIONAL TRUCKS LLC	09/05/2025	$ 349.30
160884	R	SYSCO CE000	SYSCO CENTRAL FLORIDA, INC.	09/05/2025	$ 92,999.87
160885	R	TEACHER 006	TEACHER CREATED MATERIALS, INC.	09/05/2025	$ 549.98
160886	R	THE BAKE001	THE BAKER COUNTY PRESS	09/05/2025	$ 44.77
160887	R	THE GAS 000	THE GAS GUIDE LLC	09/05/2025	$ 895.00
160888	R	UNIFIRST001	UNIFIRST CORPORATION	09/05/2025	$ 402.30
160889	R	UNITED R000	UNITED RENTALS	09/05/2025	$ 2,836.80
160890	R	UNMANNED000	UNMANNED SAFETY INSTITUTE, INC.	09/05/2025	$ 8,640.00
160891	R	US GAMES000	US GAMES	09/05/2025	$ 299.00
160892	R	VERIZON 001	VERIZON WIRELESS	09/05/2025	$ 309.06
160893	R	WHALEY F000	WHALEY FOODSERVICE LLC	09/05/2025	$ 12,349.34
160894	R	AMAZON C001	AMAZON CAPITAL SERVICES, INC.	09/05/2025	$ 3,405.93

DISTRICT:
REPORT TITLE:

Baker County School Board
SEPTEMBER 2025
A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
160895	R	BAKER CO011	BAKER CO EDUCATION FOUNDATION	09/12/2025	$ 700.00
160896	R	MIDLAND 000	MIDLAND CREDIT MANAGEMENT, INC.	09/12/2025	$ 35.89
160897	R	PRE-PAID000	PRE-PAID LEGAL SERVICES INC	09/12/2025	$ 7.97
160898	R	ALL BRIT000	ALL BRITE SALES CO	09/12/2025	$ 79.00
160899	R	ALLIED I001	ALLIED INSTRUCTIONAL SERVICES, LLC	09/12/2025	$ 1,768.80
160900	R	AMAZON C001	AMAZON CAPITAL SERVICES, INC.	09/12/2025	$ 17,670.48
160901	R	ANDREWS 000	ANDREWS FILTER & SUPPLY CORP	09/12/2025	$ 302.40
160902	R	APPLE CO000	APPLE COMPUTER	09/12/2025	$ 658.00
160903	R	AUTOMOTI003	AUTOMOTIVE EDUCATION SERVICES	09/12/2025	$ 179.00
160904	R	BAKER CO001	BAKER COUNTY HIGH SCHOOL	09/12/2025	$ 2,000.00
160905	R	BAKER CO032	BAKER COUNTY SHERIFFS OFFICE	09/12/2025	$ 40,044.37
160906	R	BAKER DI000	BAKER DISTRIBUTING COMPANY	09/12/2025	$ 6,921.47
160907	R	BURKHALT000	BURKHALTER WRECKING INC	09/12/2025	$ 76,000.00
160908	R	CARIBE R000	CARIBE ROYALE RESORT	09/12/2025	$ 540.00
160909	R	CDW-G 000	CDW-G	09/12/2025	$ 21,831.14
160910	R	CHARRON 000	CHARRON SPORTS SERVICES INC	09/12/2025	$ 7,972.38
160911	R	CHIOFJOS001	CHIOFOLO, JOSEPH M.	09/12/2025	$ 4.05
160912	R	CITY OF 000	CITY OF MACCLENNY	09/12/2025	$ 15,779.41
160913	R	CYPRESS 001	CYPRESS SUPPLY, INC.	09/12/2025	$ 726.67
160914	R	FLORIDA 026	FLORIDA POWER & LIGHT COMPANY	09/12/2025	$ 33,031.98
160915	R	FLORIDA 091	FLORIDA PEST CONTROL	09/12/2025	$ 1,497.96
160916	R	GATEWAY 000	GATEWAY PEST CONTROL INC	09/12/2025	$ 1,575.00
160917	R	GLAXOSMI000	GLAXOSMITHKLINE PHARMACEUTICAL	09/12/2025	$ 1,316.39
160918	R	GREAT AM001	GREAT AMERICA FINANCIAL SERVICES	09/12/2025	$ 4,191.25
160919	R	HAGAN AC000	HAGAN ACE HARDWARE	09/12/2025	$ 3,474.50
160920	R	HARTLMAR000	HARTLEY, MARCUS R.	09/12/2025	$ 10.28
160921	R	HEALERIC000	HEALEY, RICHARD J. JR	09/12/2025	$ 5,526.00
160922	R	HILL MAN000	HILL MANUFACTURING CO INC	09/12/2025	$ 255.00
160923	R	HINSODIA001	HINSON, DIANNA F.	09/12/2025	$ 15.93
160924	R	JACKSONV016	JACKSONVILLE SOUND AND COMMUNICATIONS	09/12/2025	$ 61,123.55
160925	R	KIGHTCOU000	KIGHT, COURTLAND	09/12/2025	$ 454.79
160926	R	MAX GRAP000	MAX GRAPHIX, LLC	09/12/2025	$ 140.00
160927	R	MCCRABEV001	MCCRAY, BEVERLY D.	09/12/2025	$ 10.50

DISTRICT:
REPORT TITLE:

Baker County School Board
SEPTEMBER 2025
A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
160928	R	MUSIC IS000	MUSIC IS ELEMENTARY	09/12/2025	$ 209.18
160929	R	NAPA AUT000	NAPA AUTO PARTS	09/12/2025	$ 473.94
160930	R	NE FL ED000	NE FL EDUCATIONAL CONSORTIUM	09/12/2025	$ 11,456.00
160931	R	NICHOLS 002	NICHOLS SYSTEMS LLC	09/12/2025	$ 1,323.00
160932	R	OFFICE D005	OFFICE DEPOT, INC	09/12/2025	$ 167.30
160933	R	PEARSON 002	PEARSON EDUCATION	09/12/2025	$ 655.10
160934	R	QUALITY 005	QUALITY THERAPY SOLUTIONS	09/12/2025	$ 31,845.75
160935	R	ROBBIE'S001	ROBBIE'S CAR & TRUCK	09/12/2025	$ 400.00
160936	R	SAFETY-K000	SAFETY-KLEEN SYSTEMS, INC	09/12/2025	$ 189.98
160937	R	SETEL 000	SETEL	09/12/2025	$ 15,569.59
160938	R	SOLIANT 000	SOLIANT HEALTH, LLC	09/12/2025	$ 13,529.86
160939	R	SOURCE 4000	SOURCE 4 SOLUTIONS LLC	09/12/2025	$ 584.92
160940	R	SPURLKIM000	SPURLOCK, KIMBERLY	09/12/2025	$ 157.53
160941	R	SUBURBAN001	SUBURBAN PROPANE	09/12/2025	$ 5.29
160942	R	UNIFIRST001	UNIFIRST CORPORATION	09/12/2025	$ 213.27
160943	R	VERIZON 001	VERIZON WIRELESS	09/12/2025	$ 33.37
160944	R	WEBB STA000	WEBB, STACI L.	09/12/2025	$ 22.65
160945	R	WEBSTAUR000	WEBSTAURANT STORE LLC	09/12/2025	$ 2,707.07
160946	R	WHEELTRA001	WHEELER, TRACI D.	09/12/2025	$ 83.40
160947	R	AFLAC GR000	AFLAC GROUP	09/19/2025	$ 6,748.32
160948	R	AMERICAN003	AMERICAN FAMILY LIFE	09/19/2025	$ 921.38
160949	R	AMERICAN004	AMERICAN FIDELITY ASSURANCE	09/19/2025	$ 14,877.72
160950	R	BAKER CO027	BAKER COUNTY SCHOOL BOARD	09/19/2025	$ 20,004.86
160951	R	COLONIAL002	COLONIAL LIFE & ACCIDENT INSURANCE CO	09/19/2025	$ 10,419.06
160952	R	FLORIDA 063	FLORIDA BLUE	09/19/2025	$ 290,264.58
160953	R	LIBERTY 000	LIBERTY NATIONAL LIFE INS	09/19/2025	$ 2,200.64
160954	R	THE HART000	THE HARTFORD	09/19/2025	$ 11,860.23
160955	R	TRUSTMAR000	TRUSTMARK VOLUNTARY BENEFIT	09/19/2025	$ 635.34
160956	R	VISION S000	VISION SERVICE PLAN (IC)	09/19/2025	$ 4,085.50
160957	R	AMAZON C001	AMAZON CAPITAL SERVICES, INC.	09/19/2025	$ 6,874.78
160958	R	CAPITAL 004	CAPITAL ONE/WALMART	09/19/2025	$ 151.31
160959	R	FL DEPT 001	FL DEPT OF HEALTH-NASSAU/BAKER ENVIR.	09/19/2025	$ 1,400.00
160960	R	WESTERN 000	WESTERN PSYCHOLOGICAL SERVICES	09/19/2025	$ 1,771.30

DISTRICT: Baker County School Board

REPORT TITLE: SEPTEMBER 2025

A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
160961	R	AFLAC GR000	AFLAC GROUP	09/19/2025	$ 15.72
160962	R	BAKER CO027	BAKER COUNTY SCHOOL BOARD	09/19/2025	$ 12.70
160963	R	COLONIAL002	COLONIAL LIFE & ACCIDENT INSURANCE CO	09/19/2025	$ 83.20
160964	R	FLORIDA 065	FLORIDA BLUE	09/19/2025	$ 13,430.68
160965	R	THE HART000	THE HARTFORD	09/19/2025	$ 634.49
160966	R	VISION S000	VISION SERVICE PLAN (IC)	09/19/2025	$ 1,596.80
160967	R	FLORIDA 066	FLORIDA BLUE	09/19/2025	$ 1,078.96
160968	R	BAKER CO011	BAKER CO EDUCATION FOUNDATION	09/26/2025	$ 701.00
160969	R	CHARLES 001	CHARLES SCHWAB BANK 401(A)	09/26/2025	$ 40,039.50
160970	R	MIDLAND 000	MIDLAND CREDIT MANAGEMENT, INC.	09/26/2025	$ 35.89
160971	R	PRE-PAID000	PRE-PAID LEGAL SERVICES INC	09/26/2025	$ 7.97
160972	R	8-KOI, I000	8-KOI, INC.	09/26/2025	$ 159,544.85
160973	R	ACOUSTI 000	ACOUSTI ENGINEERING COMPANY	09/26/2025	$ 856.00
160974	R	ALL AMER000	ALL AMERICAN USED OIL INC	09/26/2025	$ 95.00
160975	R	ALL BRIT000	ALL BRITE SALES CO	09/26/2025	$ 430.87
160976	R	AMAZON C001	AMAZON CAPITAL SERVICES, INC.	09/26/2025	$ 1,975.38
160977	R	ANDREWS 000	ANDREWS FILTER & SUPPLY CORP	09/26/2025	$ 655.68
160978	R	BAKER CO001	BAKER COUNTY HIGH SCHOOL	09/26/2025	$ 47.00
160979	R	BESCH AN000	BESCH AND SMITH CIVIL GROUP INC.	09/26/2025	$ 78,799.65
160980	R	BREAKOUT000	BREAKOUT EDU	09/26/2025	$ 119.00
160981	R	BURKHALT000	BURKHALTER WRECKING INC	09/26/2025	$ 23,750.00
160982	R	CITY ELE000	CITY ELECTRIC SUPPLY CO	09/26/2025	$ 4,116.02
160983	R	CITY OF 000	CITY OF MACCLENNY	09/26/2025	$ 2,760.24
160984	R	DELL MAR000	DELL MARKETING L.P.	09/26/2025	$ 6,362.62
160985	R	DOPSOCAR001	DOPSON, CARRIE L.	09/26/2025	$ 200.54
160986	R	FIVE STA001	FIVE STAR PRINTING, INC.	09/26/2025	$ 70.00
160987	R	FL SCHOO003	FL SCHOOL BOOK DEPOSITORY	09/26/2025	$ 109,450.45
160988	R	FLORIDA 026	FLORIDA POWER & LIGHT COMPANY	09/26/2025	$ 17,860.87
160989	R	FLORIDA 029	FLORIDA SCHOOL BOARD ASSN	09/26/2025	$ 2,250.00
160990	R	FLORIDA 042	FLORIDA DEPT OF LAW ENFORCEMENT	09/26/2025	$ 444.00
160991	R	INVO HEA002	INVO HEALTHCARE ASSOCIATES	09/26/2025	$ 8,934.98
160992	R	L V HIER000	L V HIERS INC	09/26/2025	$ 18,392.91
160993	R	LAKESHOR002	LAKESHORE LEARNING MATERIALS, LLC	09/26/2025	$ 170.98

DISTRICT:
REPORT TITLE:

Baker County School Board
SEPTEMBER 2025
A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
160994	R	LEGACY E000	LEGACY ELEMENTARY SCHOOL	09/26/2025	$ 2,000.00
160995	R	LITTLE &000	LITTLE & WILLIAMS INC	09/26/2025	$ 21,288.55
160996	R	M & B PR000	M & B PRODUCTS, INC	09/26/2025	$ 16,348.31
160997	R	NE FL ED000	NE FL EDUCATIONAL CONSORTIUM	09/26/2025	$ 189,364.33
160998	R	NEW RIVE000	NEW RIVER SOLID WASTE ASSOC	09/26/2025	$ 202.50
160999	R	OFFICE D005	OFFICE DEPOT, INC	09/26/2025	$ 465.95
161000	R	PYE-BARK001	PYE-BARKER FIRE & SAFETY, LLC	09/26/2025	$ 1,674.55
161001	R	RAPHAJUD000	RAPHAEL, JUDENIE A.	09/26/2025	$ 4,713.60
161002	R	RAPTOR T001	RAPTOR TECHNOLOGIES	09/26/2025	$ 7,950.00
161003	R	RESA SER000	RESA SERVICE, LLC	09/26/2025	$ 1,035.00
161004	R	SAFETY-K000	SAFETY-KLEEN SYSTEMS, INC	09/26/2025	$ 189.98
161005	R	SCHOLAST003	SCHOLASTIC CLASSROOM MAGAZINES	09/26/2025	$ 247.17
161006	R	SHARP EL001	SHARP ELECTRONICS CORPORATION	09/26/2025	$ 862.94
161007	R	SIEMENS 000	SIEMENS BUILDING TECHNOLOGIES INC	09/26/2025	$ 12,926.89
161008	R	SMALL SC000	SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM	09/26/2025	$ 3,250.00
161009	R	SOFTWARE000	SOFTWARE HOUSE INTERNATIONAL	09/26/2025	$ 38,901.40
161010	R	SOLIANT 000	SOLIANT HEALTH, LLC	09/26/2025	$ 6,760.96
161011	R	STAFFORD000	STAFFORDS FIRE EXTINGUISHER	09/26/2025	$ 2,407.00
161012	R	SUBURBAN001	SUBURBAN PROPANE	09/26/2025	$ 1,166.49
161013	R	SYSCO CE000	SYSCO CENTRAL FLORIDA, INC.	09/26/2025	$ 64,392.00
161014	R	THE BAKE001	THE BAKER COUNTY PRESS	09/26/2025	$ 223.41
161015	R	UNIFIRST001	UNIFIRST CORPORATION	09/26/2025	$ 404.84
161016	R	WAYGROUN000	WAYGROUND	09/26/2025	$ 4,300.00
161017	R	WESTSIDE003	WESTSIDE ELEM SCHOOL	09/26/2025	$ 87.57
161018	R	WHALEY F000	WHALEY FOODSERVICE LLC	09/26/2025	$ 3,184.51
161019	R	WHEELTRA001	WHEELER, TRACI D.	09/26/2025	$ 352.13
161020	R	ZABATT 000	ZABATT	09/26/2025	$ 2,397.72
161021	R	SOUTHEAS017	SOUTHEASTERN PAPER GROUP LLC	09/30/2025	$ 23,357.40
202500093	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 719.86
202500094	W	THE LITT000	THE LITTLE SIGN COMPANY	09/05/2025	$ 100.00
202500095	W	STAPLES 000	STAPLES BUSINESS ADVANTAGE	09/05/2025	$ 51.77
202500096	W	BROOKS B000	BROOKS BUILDING SOLUTIONS, INC.	09/05/2025	$ 1,330.00
202500097	W	TRANE US000	TRANE US INC	09/05/2025	$ 204.78

DISTRICT: Baker County School Board

REPORT TITLE: SEPTEMBER 2025

A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
202500098	W	TRANE US000	TRANE US INC	09/05/2025	$ 639.19
202500099	W	TRANE US000	TRANE US INC	09/05/2025	$ 646.61
202500100	W	INTERSTA002	INTERSTATE SUPPLY INC	09/05/2025	$ 167.40
202500101	W	BROOKS B000	BROOKS BUILDING SOLUTIONS, INC.	09/05/2025	$ 4,680.50
202500107	W	BEST PLU000	BEST PLUMBING SPECIALTIES INC	09/05/2025	$ 229.01
202500108	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 14.97
202500109	W	CURRICUL000	CURRICULUM ASSOCIATES LLC	09/05/2025	$ 17,903.25
202500112	W	MATTHEWS000	MATTHEWS BUSES FLORIDA	09/05/2025	$ 342.82
202500113	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 34.99
202500114	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 9.99
202500115	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 88.93
202500116	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 21.05
202500117	W	QUALITY 000	QUALITY HARDWARE & SPECIALTY COMPANY INC	09/05/2025	$ 160.00
202500118	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 50.97
202500119	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 12.99
202500120	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 20.88
202500121	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 35.98
202500122	W	GLEN CAS001	GLEN CASH HARDWARE FEED & SEED INC	09/05/2025	$ 17.12
202500123	W	INTERSTA002	INTERSTATE SUPPLY INC	09/12/2025	$ 193.10
202500124	W	INTERSTA002	INTERSTATE SUPPLY INC	09/12/2025	$ 431.15
202500125	W	INTERSTA002	INTERSTATE SUPPLY INC	09/12/2025	$ 984.00
202500126	W	INTERSTA002	INTERSTATE SUPPLY INC	09/12/2025	$ 984.00
202500127	W	PRO-CHEM000	PRO-CHEM, INC	09/12/2025	$ 1,429.00
202500128	W	ALPHACAR000	ALPHACARD	09/12/2025	$ 1,199.88
202500129	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 1,255.04
202500130	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 1,084.42
202500131	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 1,250.37
202500132	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 55.30
202500133	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 894.67
202500134	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 337.38
202500135	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 893.83
202500136	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 95.28
202500137	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 671.70

DISTRICT: Baker County School Board

REPORT TITLE: SEPTEMBER 2025

A/P CHECK SUMMARY

Check Number	Check Type	Payee Key	Payee Name (as it appeared on check)	Check Date	Check Amount
202500138	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 723.47
202500139	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 11.36
202500140	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 108.55
202500141	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 34.62
202500142	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 24.39
202500143	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 223.38
202500144	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 14.88
202500145	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 343.50
202500146	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/12/2025	$ 91.14
202500154	W	DATA REC002	DATA RECOGNITION CORPORATION	09/12/2025	$ 121.41
202500162	W	QUALITY 000	QUALITY HARDWARE & SPECIALTY COMPANY INC	09/12/2025	$ 345.00
202500163	W	BCSB FED000	BCSB FEDERAL WITHHOLDING	09/12/2025	$ 72,799.13
202500164	W	BCSB FIC000	BCSB FICA	09/12/2025	$ 165,061.26
202500165	W	BCSB ANN000	BCSB ANNUNITIES	09/12/2025	$ 40,948.50
202500166	W	MCCRIMON000	MCCRIMON'S OFFICE SYSTEMS INC	09/26/2025	$ 91.14
202500167	W	QUALITY 000	QUALITY HARDWARE & SPECIALTY COMPANY INC	09/26/2025	$ 1,037.00
202500168	W	STAPLES 000	STAPLES BUSINESS ADVANTAGE	09/19/2025	$ 54.58
202500169	W	EDMENTUM001	EDMENTUM	09/26/2025	$ 4,250.00
202500170	W	RIVERSID003	RIVERSIDE INSIGHTS	09/26/2025	$ 540.00
202500171	W	JONES SC000	JONES SCHOOL SUPPLY CO., INC	09/26/2025	$ 556.50
202500172	W	BCSB FED000	BCSB FEDERAL WITHHOLDING	09/12/2025	$ -
202500174	W	BCSB FED000	BCSB FEDERAL WITHHOLDING	09/12/2025	$ -
202500175	W	BCSB FIC000	BCSB FICA	09/12/2025	$ 12.64
202500176	W	PRO-CHEM000	PRO-CHEM, INC	09/26/2025	$ 1,536.50
202500177	W	MCKESSON000	MCKESSON MEDICAL SURGICAL INC	09/26/2025	$ 381.99
202500178	W	STAPLES 000	STAPLES BUSINESS ADVANTAGE	09/26/2025	$ 154.53
202500179	W	BCSB FED000	BCSB FEDERAL WITHHOLDING	09/26/2025	$ 74,152.32
202500180	W	BCSB FIC000	BCSB FICA	09/26/2025	$ 168,507.94
202500181	W	BCSB ANN000	BCSB ANNUNITIES	09/26/2025	$ 40,115.50
202500191	W	BAKER CO000	BAKER COUNTY SCHOOL BOARD	09/30/2025	$ 137.00
			TOTAL		**$ 2,977,662.77**

AGENDA ITEM NO. 8.5

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 3, 2025
SUBMITTED BY:	Alice Schmitges - (259-0444)
ITEM TYPE:	Grant
AGENDA SECTION:	**APPROVAL OF ROUTINE ITEMS**
SUBJECT:	Approval of the Grant Proposal for Youth Mental Health Awareness and Training in the Amount of $4,741.00. New / State / No Matching

ATTACHMENTS:
11.03.2025 Approval of the Youth Mental Health Awareness & Training Grant_A.Schmitges.pdf

GRANT PROPOSAL SUMMARY
REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL	*Youth Mental Health Awareness and Training*

TYPE OF GRANT:
☒ **New** ☐ **Continuation** ☐ **Amendment** ☐ **Entitlement** ☐ **Competitive**

CONTACT PERSON:	*Alice Schmitges, Director ESE/Student Services*

CONTACT PHONE NUMBER:	*(904) 259-7825*

AMOUNT REQUESTED:	*$4,741.00*

SOURCE: ☐ **Federal** ☒ **State** ☐ **Other:** _____

LOCAL MATCHING FUNDS REQUESTED:
☒ **No**
☐ **Yes . . . If yes, please specify:** ☐ **Monetary Amount $**_____
☐ **In-Kind Amount $**_____

LIST SPECIFIC IN-KIND CONTRIBUTIONS

PROJECT DESCRIPTION ***(If additional space is needed, attachments may be used)***
1. Youth Mental Health Awareness and Training (YMHAT)

HOW WILL FUNDS BE USED ***(If additional space is needed, attachments may be used)***
1. YMHAT funds will be used for registration fees for staff to receive blended YMHAT training, supplemental pay to cover substitutes so staff can attend YMHAT training and training supplies. ie: chart paper and markers

SUBMITTED BY: ***Alice Schmitges*** **DATE:** ***10/16/2025***

Florida Department of Education
Project Award Notification

1 PROJECT RECIPIENT Baker County School District	**2 PROJECT NUMBER** 020-90280-6P001
3 PROJECT/PROGRAM TITLE Youth Mental Health Awareness and Training (YMHAT) **TAPS 26C077**	**4 AUTHORITY** **Line Item 105 2026 GAA Section 37** **USDE or Appropriate Agency** **FAIN#:**
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	**6 PROJECT PERIODS** Budget Period: 07/01/2025 - 06/30/2026 Program Period:07/01/2025 - 06/30/2026
7 AUTHORIZED FUNDING Current Approved Budget: $4,741.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: $4,741.00	**8 REIMBURSEMENT OPTION** Reimbursement with Performance

9 TIMELINES

- Last date for incurring expenditures and issuing purchase orders: 06/30/2026
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2026
- Last date for receipt of proposed budget and program amendments: 05/30/2026
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:
- Federal Award Date : 07/01/2025
- Last date for receipt of invoice : 06/30/2026

10 DOE CONTACTS **Program**: Patricia Strickland Phone: (850) 245-9808 Email: Patricia.Strickland1@fldoe.org **Grants Management**: Unit C (850) 245-0735	**Comptroller Office** **Phone**: (850) 245-0401	**UEI#**: MJG4ULGMPKE7 **FEIN#**: F596000509001

11 TERMS AND SPECIAL CONDITIONS

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs and the terms and requirements of the Request for Proposal or Request for Application, RFP/RFA, hereby incorporated by reference.
- Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education, with the final expenditure report. The check must clearly identify the project number for which funds are being returned.
- In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation.
- All provisions not in conflict with any amendment(s) are still in full force and effect and are to be performed at the level specified in the project award notification.
- The Department's approval of this contract/grant does not excuse compliance with any law.
- Other: Please note that additional terms and conditions may apply depending on the assurances associated with this project. For further details, refer to Section 11 on the following page.

12 APPROVED:

Patricia Bodiford — Authorized Official on behalf of the Commissioner of Education

October 3, 2025 — Date of Signing

FLORIDA DEPARTMENT OF EDUCATION fldoe.org

DOE-200
Revised 07/15

INSTRUCTIONS
PROJECT AWARD NOTIFICATION

1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.

2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).

3 Project Description: Title of program and/or project. TAPS #: Departmental tracking number.

4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.

5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.

6 Project Periods: The periods for which the project budget and program are in effect.

7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).

8 Reimbursement Options:

Federal Cash Advance –On-Line Reporting required monthly to record expenditures.

Advance Payment – Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.

Quarterly Advance to Public Entity – For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.

Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.

9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.

10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.

11 Terms and Special Conditions: Listed items apply to this project

As applicable, grantees must not use federal funds under this project in any manner that violates the United States Constitution, Title VI or Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. or 42 U.S.C. § 2000e et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the Rehabilitation Act (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.), the Boy Scouts of America Equal Access Act of 2001 (20 U.S.C. § 7905), section 117 of the Higher Education Act of 1965, as amended (20 U.S.C. § 1011f), or other applicable federal law. To the extent that a grantee uses grant funds for such unallowable activities, the U.S. Department of Education and/or the Florida Department of Education may take appropriate enforcement action including under section 451 of the General Education Provisions Act (GEPA), which may include the recovery of funds under section 452 of GEPA.

12 Approved: Approval signature from the Florida Department of Education and the date signature was affixed.

DOE-200
Revised 07/15

AGENDA ITEM NO. 9.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 3, 2025
SUBMITTED BY:	N/A
ITEM TYPE:	Removed Routine
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Removed Routine Items.

AGENDA ITEM NO. 9.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 3, 2025
SUBMITTED BY:	Traci Wheeler - (259-6776)
ITEM TYPE:	Property
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval to De-authorize and Dispose of Itemized Property on the Baker County Title I Inventory Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)

ATTACHMENTS:
11.03.2025 Approval to Remove the Property List from Title I Property_T.Wheeler.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Title I and Special Programs
312 South Boulevard East
Macclenny, FL 32063
(904) 259-6776
www.bakerk12.org

Wyatt Milton, Superintendent

October 10, 2025

Wyatt Milton, Superintendent
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Milton,

This letter is to request removal of equipment from the Baker County Title I Inventory. The equipment is obsolete or broken beyond repair. The equipment will be properly disposed of according to Florida Statutes governing their disposal. Please see the attached list for property numbers and item descriptions.

Thank you for your consideration of this request. If you have any questions or need additional information, please contact me.

Sincerely,

Traci Wheeler

Traci Wheeler
Director of Accountability and Special Programs

Tiffany McInarnay, District 1 | Jack Baker, Jr., District 2 | Clayton Lyons, Jr., District 3 | Mandi Canaday, District 4 | Amanda Hodges, District 5

"Preparing individuals to be lifelong learners, self-sufficient, and responsible citizens of good character"

DISTRICT SCHOOL BOARD MEMBERS

AN EQUAL ACCESS/EQUAL OPPORTUNITY INSTITUTION

Tag	Description	Serial Number
17848	IMAC 400 INDIGO	YM11K1HMKLX
21882	MACBOOK AIR 13 INCH WITH WARRANTY	CO2N47RMG5RN
21757	THINK CENTER COMPUTER	1238-09-2198
21909	DELL LATITUDE 13 EDUCATION SERIES BLACK COMPUTER	FJ4JL52

AGENDA ITEM NO. 9.3

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 3, 2025
SUBMITTED BY:	Thomas Hill - (259-0429)
ITEM TYPE:	Plan
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of the Following School Board Policies: 3.060*+, 3.300+, 5.040*, 5.130*, 5.150*+, 5.250*, 5.382+,6.17*+, 6.190*, 6.103*, 6.370*, 8.07, 8.13*, 8.271*, 8.32

ATTACHMENTS:
11.03.2025 Approval of the School Board Policies_T.Hill.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Office of Human Resources
270 South Boulevard East
Macclenny, FL 32063
(904) 259-6251
www.bakerk12.org

Wyatt Milton, Superintendent

October 22, 2025

Wyatt Milton, Superintendent
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Milton:

We are requesting School Board approval for the following Board Policies at the November 3, 2025, District School Board Meeting. These policies have previously been workshopped and completed the public review process.

- 3.060*+ Safe and Secure Schools
- 3.300+ Automatic External Defibrillators
- 5.040* Student Attendance
- 5.130* Zero Tolerance for School Related Crimes
- 5.150*+ Administration of Medication
- 5.250* Student use of Cellular Telephones and Other Communication Devices
- 5.382+ Foreign Exchange Students
- 6.17*+ Employment of Non-Degreed Vocational, Adult Instructional, and Fine and Performing Arts Personnel
- 6.190* Certification of Administrative and Instructional Personnel
- 6.103* Appointment or Employment Requirements
- 6.370* Professional Ethics
- 8.07 Guardian Program
- 8.13* Student Transportation
- 8.271* Change Orders
- 8.32 Smoking and Tobacco Free Environment

Thank you for your assistance.

Sincerely,

Thomas Hill
Associate Superintendent of Human Resources

SAFE AND SECURE SCHOOLS 3.060*+

I. Introduction

The Baker 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 while 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 9.07 (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 immediately of any such action at schools or school activities.

E. No person except law enforcement, security officers, and school guardians certified by the Baker County Sherriff 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
Baker County Sheriff's Department	Communitywide Threats
National Weather Service (NOAA)	School Site Threats
Emergency Operations Center (EOC)	Weather Events

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 Baker 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 of the 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 and/or approve changes to 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 active assailant/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 assailant 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.

Accommodations for drills conducted at exceptional student education centers may be provided.

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 to county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Management

A. The primary purpose of threat management is to identify individuals exhibiting threatening or other concerning behavior, assess the risk of harm, and coordinate appropriate interventions and services for such individuals. The Board's threat management process is a systematic, fact-based method designed to identify, using threat assessment protocols, whether behaviors or communications constitute a concern for violence or harm to another person. Florida Harm Prevention and Threat Management Model is designed to identify, assess, manage, and monitor threats to schools, school staff and students. The goal of the threat management process is to prevent violence or harm to members of the school community. The threat management process uses a methodology that identifies students exhibiting

threatening or other concerning behavior, gathers information to assess the risk of harm to themselves or others, and identifies appropriate interventions to prevent violence and promote successful outcomes.

B. The Board authorizes the Superintendent to designate a Threat Management Coordinator; a District Threat Management Team and school-based management teams.

1. The District Threat Management Coordinator (DTMC) must complete all trainings specific to the Coordinator role and will oversee threat management at all public k-12 schools, including charter schools sponsored by the District. The DTMC must:

   a. Ensure all district-level and school-level threat management team personnel are trained in threat management and on the Florida Model.

   b. Serve as Chair of the District Threat Management Team and as the liaison to the Department of Education's Office of Safe Schools.

   c. Ensure procedures are outlined for making referrals to mental health services for students exhibiting threatening or concerning behavior of self-harm or harm to others.

   d. Assist School Based Threat Management Teams in the District.

2. District Threat Management Team (DTMT) will receive referrals from the School Based Threat Management Teams, assess serious situations, and provide support to school-based teams, including charter schools in their district. The DTMT must include the DTMC, persons from school district administration and persons with expertise.

3. School Based Threat Management Team (SBTMT) will be headed by a Chair and Vice-Chair who are appointed by the principal or designee.

   a. The Chair serves as the point person for threat management at the school-level and is responsible for triaging reported threats or concerning behavior and communications to determine whether the matter should be summarily closed, or whether it should be reviewed by the full SBTMT.

   b. The team shall be comprised of a minimum of four (4) members, including a person with expertise in counseling (school/psychological), instructional personnel, school administration, and law enforcement (school resource officer).

   c. If none of the SBTMT members are familiar with the student of concern, the SBTMT Chair will assign a member of the school's staff who is familiar with the student to consult with and provide background information to the threat management team. Consulting personnel do not have to complete

Florida Model training and may not participate in the decision-making process.

d. All members of the threat management team must be involved in the threat management process and final decision making.

e. Parental Notification

i. If the SBTMT Chair determines the concerning threat or behavior reported is a low level of concern and summarily closes the case, the Chair/designee must use reasonable efforts to notify the parent or guardian of the student threat or behavior.

ii. If the Chair does not summarily close the case and refers the matter to the SBTMT, reasonable efforts must be made to notify the student of concern's parent or guardian on the same day the SBTMT assigns the preliminary level of concern. The SBTMT must document all attempts to make contact with the parent or guardian using the contact information shared by the parent or guardian with the District.

iii. If the preliminary level of concern is high, the SBTMT chair or designee must notify the Superintendent or designee to ensure the requirements of F.S. Stat. 1006.07 are met.

iv. The SBTMT Chair must notify the student of concern's parent or guardian if the threat management process reveals information about their student's mental, emotional, or physical health or well-being or results in a change in related services or monitoring, including but not limited to implementation of a Student Support Management Plan (SSMP).

v. The SBTMT Chair or designee must provide a copy of the SSMP to the student of concern's parent or guardian upon the plan's finalization and anytime the SSMP is substantially revised.

vi. The SBTMT Chair must make a reasonable effort to notify the parent or guardian of the targeted student before the end of the school day that the report was received unless the Chair has determined the concern is unfounded.

4. The threat management 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.

5. If a student with a disability is reported to have made a threat to harm others and the student's intent is not clear, a referral will be made to the threat management team for evaluation.

6. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat management 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. A parent or guardian has the right to inspect and review the threat management. 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.

7. The threat management 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.

8. Upon the student's transfer to a different school, the threat management team must verify that any intervention service provided to the student remain in place until the threat management team of the receiving school independently determines the need for intervention services. Threat management teams must meet as often as needed to fulfill their duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. The teams must maintain documentation of all meetings, including meeting dates and times, team members in attendance, cases discussed and actions taken.

9. Through the DTMC, the District must ensure that all threat management teams in the District report to the DOE office on the team's activities during the previous year. The District School Safety Specialist must ensure all schools in the District timely report all required information. The report will contain all data or information required by Florida law.

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 Policy 8.01. The emergency preparedness procedures will identify the individuals responsible for contacting the primary emergency response agency and the emergency response agency that is responsible for notifying the school district for each type of emergency.

C. Emergency evacuation drills (fire, hurricane, tornado, active assailant/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 within fifteen (15) calendar days an after-action report of each emergency drill and fire drill to the district school safety specialist for review.

D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. 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.

E. Parents, as defined by law, have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds, during school

transportation or during school-sponsored activities pursuant to sections 1006.07(4) and (7), F.S.

1. Parents have a right to access school safety and discipline incidents as reported pursuant to section 1006.07(9), F.S.
2. Prior to the start of each school year, or at the time of a student's enrollment, if during the school year, the District shall make training available for parents and guardians on the use of FortifyFL. The training must explain the potential disciplinary actions and potential criminal charges that may result as a consequence for anyone making a threat or false report concerning school or school personnel's property, school transportation, or a school sponsored activity. The information concerning criminal charges must include a summary of Sections 790.162, 790.163, 836.10 and 837.05, F.S., and the penalties for violating those statutes.
3. Within the first five (5) days of each school year, each district school board must ensure that instruction on the use of FortifyFL is provided to students in accordance with Section 943.082(4)(b), F.S. Instruction on FortifyFL must be developmentally appropriate and include the possible school disciplinary actions as well as the potential for criminal charges as a result of making a threat or false report involving school or school personnel's property, school transportation, or a school-sponsored activity.

VII. Safety – Violence Prevention

A. The Superintendent shall develop a violence prevention plan for use by each school.

B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel and students 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. The security provisions shall include procedures restricting the ingress to or egress from a school campus when students are on the campus. These security procedures and protocols will apply from 30 minutes before the start time until 30 minutes after the end of the school day.

C. When students are on campus, all gates or other access points that restrict ingress to or egress from the "exclusive zone" (the area within a gate or door allowing access to the interior perimeter of a school campus beyond a single point entry) of a campus shall remain closed and locked. Gates or other access points to or from the exclusive zone shall remain closed and locked when students are on campus, unless the gate or access point separates the open or unlocked gate from areas occupied by students, or the use complies with a shared use agreement. If the school safety specialist determines there are other safety measures in place to allow a gate or access point to not be locked, or if the space is designed as an open area for career and technical instruction where locking door affects the health and safety of the students, said determination(s) must be documented in the FSSAT.

D. Within the first ten (10) days of school students must be notified of the safest areas to shelter in a classroom. The safety areas for students to shelter within the classrooms and/or instructional spaces must be clearly marked. All classrooms and other instructional spaces must be locked or actively staffed when occupied by students except between class periods.

E. The Superintendent shall designate an administrator or a law enforcement officer employed by the Baker County Sheriff's Office as the school safety specialist for the district. The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the district. The School Safety Specialist's responsibilities include, but are not limited to the following:

1. On an annual basis the school safety specialist will review district and charter school policies and procedures for compliance with state law and rules and ensure the timely and accurate submission of the school environmental safety incident report (FSSAT) to the Department.

2. The School Safety Specialist must provide recommendations to the superintendent and school board at a publicly noticed board meeting identifying strategies and activities that the Board should implement in order to address the findings to improve school safety and security.

3. No later than November 1, the School Safety Specialist shall submit a district best-practice assessment in the FSSAT that includes the school board's action(s) to the school security risk assessment findings and recommendations provided to them.

4. Provide training and resources to students and staff in matters relating to mental health awareness and assistance; emergency procedures (including active assailant training), and school safety and security.

5. The school safety specialist will develop a process related to safety used to identify and correct instances of non-compliance at the school.

   a. On a quarterly basis, the school safety specialist will report to the superintendent and school board any non-compliance by the district or school(s) with school safety laws or rules.

   b. Deficiencies relating to safe-school officer coverage must be resolved by the next school day.

   c. Within 24 hours, the School Safety Specialist must notify the Office of Safe Schools of the deficiencies related to safe-school officer coverage and any instance if non-compliance that is determined to be an imminent threat to health, safety and welfare of students or staff. The Office of Safe Schools shall be notified within three (3) days of any instance of non-compliance that is not corrected within 60 days.

6. The School Safety Specialist must make unannounced visits while school is in session to all public schools in the district, including charter schools and perform inspections for safe school compliance. The school safety specialist must notify and report to the district's superintendent or charter school principal, if there are any violations discovered or if non-compliance of the safe school requirements is suspected by a district school or charter school.

F. 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.

G. Each school's emergency plan shall include security provisions including emergency "lock down" procedures.

H. 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.

I. Adhering to background screening procedures for all staff, volunteers and mentors.

J. Security trailers may be located on school property.

IX. Mental Health

A. The School Board shall identify a mental health coordinator for the district. The mental health coordinator shall serve as the primary contact for the district's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting.

B. The mental health coordinator shall be responsible for:

1. working with the Office of Safe Schools.

2. maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation.

3. facilitating the implementation of school district mental health policies relating to the respective duties and responsibilities of the school district, the superintendent, and school principals.

4. coordinating the staffing and training of threat assessment teams with the school safety specialist, and facilitating referrals to mental health services, as appropriate for students and their families.

5. coordinating with the school safety specialist, the training and resources for students and school district staff relating to youth mental health awareness and assistance; and

6. annually review of the district's policies and procedures related to student mental health for compliance with state law and alignment with current best practices and making recommendations, as needed, for amending said policies and procedures to the superintendent and the district school board.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAWS 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: 6A-1.0403, 6A-3.0171, 6A-1.0018

HISTORY: ADOPTED: 4/5/04

REVISION DATE(S): 10/04, 01/02/07, 01/05/08, 04/01/19, 12/02/19, 11/17/20, 04/05/21, 02/22/22, 04/03/23, 02/20/24, 01/21/25, 7/28/25, 11/3/25

FORMERLY: 2.22; 9.06

AUTOMATED EXTERNAL DEFIBRILLATORS 3.300+

1) The School Board authorizes the use of an automatic external defibrillator (AED) in a perceived medical emergency.

2) Using evidence-based core elements as well as considering recommendations by the American Heart Association, each school shall develop a plan for urgent life-saving emergencies (PULSE) to address the appropriate use of school personnel needed to respond to incidents involving an individual experiencing sudden cardiac arrest or a similar life-threatening emergency while on school grounds.

3) All people who are reasonably expected to use an AED shall be trained in first aid, cardiopulmonary resuscitation, and how to use the defibrillator device. Employees or volunteers must complete a course in cardiopulmonary resuscitation (CPR), a basic first aid course, and demonstrate proficiency in the use of a defibrillator.

4) Each school must have at least one operational automated external defibrillator on school grounds. In addition, each school, that is a member of the Florida High School Athletic Association, must have a separate operational AED on school grounds for all activities, including those held outside of the school year. The device(s) shall be available in a clearly marked and publicized location(s). The location(s) of the device(s) 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.

5) The Superintendent or designee shall develop procedures to implement this policy. School officials shall work with local emergency service providers to integrate the PULSE into the community's emergency responder protocols and the procedures. The protocols and procedures shall be reviewed annually and approved by the local emergency medical services director.

STATUTORY AUTHORITY: **1001.41; 1001.42, F.S.**

LAWS IMPLEMENTED: **401.2915, 768.1325, 1001.42, 1001.43, 1003.457, 1006.165, F.S.**

HISTORY: **ADOPTED:**
REVISION DATE(S): 11/17/2020, 11/3/2025
FORMERLY: NEW

Rev. 11/3/2025

STUDENT ATTENDANCE 5.040*

I. A student who is absent without the principal's approval shall have his/her parent(s), as defined by Florida Statutes, report such absences to the school center in the manner prescribed by the *Code of Student Conduct*.

A. The *Code of Student Conduct* shall prescribe attendance requirements including, but not limited to, provisions for excused and unexcused absences, opportunities to make up work assignments, and reporting absences.

B. Students shall be excused from any examination, study, or work assignments for observance of a religious holiday or because the tenets of his/her religion forbid secular activity at such time. The school principal shall implement this provision on an individual basis pursuant to Florida Statutes and State Board of Education rule.

C. Students diagnosed with autism spectrum disorder may be excused from school to attend medical appointments necessary to receive therapy for autism spectrum disorder, including, but not limited to, applied behavioral analysis, speech therapy and occupational therapy.

D. No adverse or prejudicial effects shall result to any student who avails himself/herself to the provisions of this rule.

II. Student absences must be tracked on a daily basis and parents contacted as required by law.

III. A person designated by the Superintendent or his/her designee shall investigate truancy problems and non-enrollment issues.

A. When a student who is subject to compulsory school attendance has been absent as set forth in 1003.26, the Superintendent/designee may file a truancy petition seeking early truancy intervention with the circuit court.

i The Superintendent/designee may also refer the student to a child study team for review and recommendations on remediating the truancy; or

ii The Superintendent/designee may refer the case to the Department of Juvenile Justice's authorized agent for families in need of services.

B. When a student subject to compulsory school attendance is required to be enrolled in school and is not enrolled the designee:

i Must report the case to the Superintendent. The Superintendent must refer the case to the child study team at the school; and

ii May refer the case to the Department of Juvenile Justice's authorized agent for families in need of services. If the parent refuses to cooperate or enroll the child in school within 15 days after referral of the case to the child study team, the Superintendent must make a report to law enforcement and refer the case to the Office of the State Attorney. The Superintendent or designee must give written notice in person or by return-receipt mail to the parent that criminal prosecution is being sought for non-attendance.

C. The designee will distribute the Department of Children and Families information guide that explains the process for obtaining assistance for a child in need of services or for a family in need of services and the community services and/or resources available to parents upon request or deemed to be in need including parents of truant children.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **985.03, 1000.21, 1001.43, 1003.21, 1003.23, 1003.24, 1003.26, 1003.27 F.S.**

STATE BOARD OF EDUCATION RULE(S): **6A-1.044, 6A-1.09514**

HISTORY: **ADOPTED: _____**
REVISION DATE(S): 1/89, 1/90, 11/91, 11/95, 04/05/04, 01/02/07, 04/05/21, 11/3/25
Formerly: 4.03, 5.24, 4.06, 4.10

Revised: 11/3/2025

ZERO TOLERANCE FOR SCHOOL RELATED CRIMES 5.130*

I. The following policy implements the zero-tolerance policy as outlined in Florida Statutes. It is essential that schools be safe and orderly to provide environments that foster learning and high academic achievement. The District shall strive to protect students, staff, visitors and volunteers from harm and to protect victims of crime from further victimization. In a disciplinary action, there is a rebuttable presumption that the actions of a student who intervened for the defense of others or in the student's own self-defense, was using only the amount of force necessary, to stop a violent act against a student, staff, or volunteer that was necessary to restore or maintain the safety of others. This policy applies to conduct on School District property, school or District provided transportation and at any school or District sponsored activity.

II. Acts that pose a threat to school safety are those acts that endanger the life or safety of a student, staff member or other person on campus or at a school or District sponsored activity. Such acts include but are not limited to

A. Aggravated battery;

B. Armed robbery;

C. Arson;

D. Battery or aggravated battery on a teacher or other school personnel;

E. Kidnapping or abduction;

F. Murder;

G. Manslaughter;

H. Possession, use or sale of a controlled substance;

I. Possession, use or sale of any explosive devise;

J. Possession, use or sale of any firearm or weapon;

K. Sexual battery.

III. Acts that are considered petty misconduct may disrupt the educational process but do not endanger the life or safety of an individual. Such acts include but are not limited to:

A. Cellular telephone violation;

B. Defiance of authority;

C. Disruption, minor;

D. Dress code violation;

E. Eating or drinking on the bus;

F. Forgery;

G. Horseplay;

H. Leaving campus without permission;

I. Lying or misrepresentation;

J. Profanity;

K. Vehicle parking violation.

IV. The District shall establish agreements with the county sheriff's office and local police department(s) that provide for reporting conduct that threatens school safety and obtaining assistance from the appropriate law enforcement agency. Law enforcement consultation is not required for petty acts of misconduct which are not a threat to school safety.

V. The District shall report to the appropriate law enforcement agency any act that poses a threat to the safety or welfare of students, staff and other persons on school property or at school events or is a serious violation of law. The following acts when committed on School District property or at a District activity shall be reported to the appropriate law enforcement agency:

A. Alcohol violation;

B. Alcohol, sale or distribution;

C. Arson;

D. Battery;

E. Bomb or biochemical threat;

F. Breaking and entering or burglary;

G. Disruption of school, major;

H. Drug use, sale or distribution;

I. Explosives, possession or use;

J. Extortion;

K. False alarm;

L. Firearms violation;

M. Gang-related activity;

N. Hate crime;

O. Illegal organization, membership;

P. Robbery;

Q. Sexual battery;

R. Sexual harassment;

S. Sexual misconduct;

T. Sexual offense;

U. Stalking;

V. Trespassing;

W. Weapons violation;

X. Any felony as defined by Florida Statutes.

VI. Consultation with law enforcement is required when a student commits more than one misdemeanor, to determine if the act(s) should be reported.

VII. The school principal or his/her designee crimes or incidents posing a threat to school safety and ensure the incident is properly documented.

Students found to have committed one of the following offenses on school property, school sponsored transportation or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system:

A. Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.

B. Making a threat or false report as defined in Florida Statutes Sections 790.162 and 790.163 respectively, involving school or school personnel's property, school transportation or a school-sponsored activity.

C. Assault or battery on specified officials or employees in violation of Section 784.081, Florida Statutes.

D. Hazing as defined in 1006.135, Florida Statutes.

VIII. When a student is formally charged with a felony or a delinquent act that would be a felony if committed by an adult, the Superintendent shall notify appropriate personnel including the principal, the transportation director, the student's classroom teachers, the student's bus driver and other school personnel who directly supervise the student.

IX. The School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.

X. The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.

XI. If a student committing any of the offenses in this policy is a student with a disability, the School Board shall comply with the applicable State Board of Education rules.

XII. Before the expiration of an expulsion period, the threat management team will meet to make a recommendation to the Superintendent on whether the expulsion period should be extended. Upon receiving the threat management team's recommendation, the Superintendent will determine if the expulsion period will be extended and, if the expulsion period is extended, what educational services will be provided. Written notice shall be given to the student and the student's parent(s) of the recommendation to the School Board extending the expulsion period. The notice to the student and the student's parent(s) shall include their rights to the same due process procedures related to the potential extension of the expulsion in accordance with Section 1006.08(1).

XIII. Any student found to have committed a violation of Section 784.081(1), (2) or (3), Assault or Battery on Specified Officials or Employees shall be expelled or placed in an alternative school setting or other program as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.

XIV. A student or his/her parent may request a review by the Superintendent of any disciplinary action taken by the District. Such request must be submitted in writing to the Superintendent within ten (10) days of the imposition of disciplinary action.

LAW(S) IMPLEMENTED: 120.57(1), 775.08, 784.081, 790.162, 790.163, 985.04, 1001.42, 1001.43, 1001.54, 1003.31, 1006.07, 1006.08, 1006.09, 1006.13, 1006.135, 1006.14, 1012.28, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-6.03311

HISTORY:

ADOPTED:

REVISION DATE(S): 04/05/04, 10/04, 11/07/05, 12/07/09, 9/20/10, 05/21/12, 04/01/19, 4/05/21, 02/22/22, 02/20/24, 11/3/2025

FORMERLY:

ADMINISTRATION OF MEDICATION 5.150*+ OPTION 2

I. Administration of Prescription Medication

A. Each school principal shall designate a staff member(s) to administer medications. The staff member(s) shall be trained annually by an authorized individual pursuant to Section 1006.062, Florida Statutes.

B. Administration of prescription medications during school hours is discouraged unless a physician determines that a student's health needs require medication during school hours. The Code of Student Conduct and the *School Nurse Resource Manual* shall set forth provisions for administering prescription medications.

C. All prescription medications shall be delivered to the office/clinic with the following information provided:

1. Diagnosis;
2. Reason for giving
3. Name and purpose of medication
4. Time the medication is to be given
5. Specific instructions on the administration of the medication
6. Approximate duration of medication
7. Beginning date - Ending date
8. Allergies
9. Side effects
10. A medical permission form signed by the student's parents, as defined by Florida Statutes, or legal guardian to grant permission for administering the prescription medication must be on file;
11. Medication is counted by the school nurse or trained designee and noted on medical permission form.

D. First dosage of any new medication shall not be administered during school hours because of the possibility of an allergic reaction.

E. Prescription medication, which is kept at school, shall be stored in the school clinic under lock and key with the student's name attached. Only authorized staff, who

administers said medication, shall have access to it.

F. A student with a special health condition(s) such as asthma, diabetes, pancreatic insufficiency, cystic fibrosis or hypersensitivity may carry prescription medication for emergency situations on self if approved by his/her physician and his/her parent. The approval of the physician and the parent and information regarding the medication required in Section I C must be on file in the office/clinic. A student who has permission to self-administer emergency medication may carry the medication on the school bus or at any school related activity. The principal shall notify the bus driver and the transportation department regarding such students.

G. A record shall be maintained on each student who receives a prescription medication during school hours, including the date and time each dose of prescription medication was administered. These records shall be made available at all times to the principal and authorized staff.

H. Field Trips – The requirements for the administration of medication while Students are away from school property or on official school business shall be the same as those while on school property. All medications including non-prescription medications that are taken on field trips or other official school business must be in the original container. Only trained personnel will administer medication away from the school site except for students who have permission to self-administer emergency medications.

I. A student may possess and use a medication regulated by the US Food and Drug Administration for over-the-counter use to treat and/or relieve headaches while on school property or at school-sponsored event or activity without a physician's note or prescription.

II. Administration of Emergency Medication

A. Epinephrine

1. Schools may purchase and maintain a supply of epinephrine auto- injectors to use when a student is having an anaphylactic reaction. The medication shall be kept in a locked, secure location accessible only to trained personnel.

2. The School Board shall adopt a protocol,

developed by a licensed physician, for the administration of epinephrine in emergency situations.

3. Only school personnel who are trained to recognize an anaphylactic reaction and certified to administer an epinephrine auto-injector or a person who is authorized by an authorized health care practitioner shall be permitted to administer this medication; however, the auto- injector may be given to a student who is authorized to self-administer an epinephrine auto-injector.

4. All schools serving students in K-8 shall provide training to adequate number of school personnel and contracted personnel on the recognition of an anaphylactic reaction and administration of epinephrine delivery device.

5. Under the provisions of Florida Statutes, the District, trained and certified personnel, or an uncertified person who administers an epinephrine auto-injector under the authorization of an authorized health care provider shall not be liable for any injury resulting from the administration of an auto-injector provided that school personnel were trained or authorized as provided by law, followed the established protocol and believed that the student was having an anaphylactic reaction.

6. For a student in grades K-8 that has an emergency action plan for anaphylaxis, the plan must be accessible at all times when the student is on school grounds, whether during the school day or participating at school in a school-sponsored activity.

B. Emergency Opioid Antagonist (EOA). The School Board recognizes that the opioid epidemic is a public health crisis and access to opioid-related overdose reversal medication can be life-saving. The following protocols for the administration of EOA in emergency situations are adopted to assist a person at risk of experiencing an opioid- related

overdose.

1. Definitions
   a. Drug overdose: an acute medical condition, including, but not limited to, severe physical illness, coma, mania, hysteria or death, which is the result of consumption or use of one or more controlled substances causing an adverse reaction.
   b. Emergency Opioid Antagonist (EOA): is a medication that may be obtained, pursuant to state law, and used to treat individuals who are experiencing, or may be experiencing, an opioid related overdose.
   c. Opioids are illegal drugs including, but not limited to, heroin, as well as prescription medications used to treat pain such as morphine, codeine, methadone, oxycodone (OxyContin, Percodan, Percocet), hydrocodone (Vicodin), fentanyl, hydromorphone (Dilaudid), and buprenorphine.

2. The Superintendent shall adopt Administrative Guidelines governing the procurement, maintenance and use of EOA at school, for use in emergency situations and emergency notification requirements. The Superintendent will consult with a licensed health professional when developing the Administrative Guidelines.

3. The Administrative Guidelines shall:

   a. Specify the individuals (by position) employed by the School Board who may, in accordance with law, procure EOA;
   b. Include the physician-established protocol(s), as required by law;
   c. Identify the location(s) in each school building where EOA shall be stored;
   d. Specify the conditions under which EOA must be stored, replaced, and disposed of;
   e. Specify the individuals (by position) employed by or under contract with the School Board, in addition to a licensed school nurse, who are authorized to access and use EOA in emergency situations;
   f. Specify the training that Board employees or

contractors must complete before being authorized to access and administer EOA; and

g. Specify that the assistance from an emergency medical service provider (911) must be requested as soon as practicable before or after EOA is administered.

4. To the extent provided by law, the Board, its members, employees and contractors shall not be liable civilly for acts or omissions associated with procuring maintaining, accessing, or using EOA in emergency situations as prescribed by this policy and any administrative guidelines.

5. Delegation of Responsibility

a. The School Medical Director shall provide and annually renew standing order of EOA to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose on school grounds or at a school-sponsored activity, at which the school nurse or any other individual properly trained to administer EOA is present as permitted by this policy. The standing order shall include at least the following information:
    i Type of EOA (intranasal and/or auto-injector)
    ii Date of issuance
    iii Dosage
    iv Signature of the school physician/school Medical Director
b. The standing order shall be maintained in the office of the Nurse Supervisor and copies of the standing order shall be kept in each location where EOA is stored.

Board Approved: 01/2007
Revised: 11/3/2025

6. Acquisition, Storage and Disposal

   a. The school nurse(s) shall obtain sufficient supplies of EOA pursuant to the standing order in the same manner as other medical supplies are acquired for the school health program.
   b. The school nurse or designee shall regularly inventory and refresh EOA stocks, and maintain records thereof, in accordance with Administrative Guidelines, manufacturer's recommendations and any applicable Department of Health guidelines.
   c. EOA shall be safely stored in accordance with the drug manufacturer's instructions in the school nurse's office or other location(s) designated by the school nurse that is only accessible by the individuals' authorized to administer EOA.

7. Training

   a. School nurses shall be trained in the use of EOA by the Baker County Department of Health.
   b. School Departments are encouraged to send other staff to be trained, including but not limited to coaches, guidance counselors, teachers, etc.
   c. Training for designated staff shall occur annually prior to the beginning of each school year and throughout the year, as needed.

8. Parent Notification

   a. Prior notice to the parents of a student of the administration of EOA is not required.
   b. If EOA has been administered to a student, immediately following the administration, the school shall provide notice to the parent/guardian of the student who received EOA

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAWS IMPLEMENTED: **381.88, 381.887, 381.885, 449.003, 768.13, 1000.21, 1001.43, 1002.20, 1002.22, 1006.062, 1014.06 F.S. STATE BOARD OF EDUCATION RULE(S): 6A-6.0251, 6A-6.0252, 6A-6.0253**

STATE DEPARTMENT OF HEALTH RULE(S): 64F-6.004

HISTORY: ADOPTED: REVISION DATE(S): 01/07, 09/20/10, 08/21/17, 12/05/2022, 11/06/23, 11/3/25 FORMERLY: NEW

STUDENTS USE OF CELL TELEPHONES AND OTHER COMMUNICATION DEVICES **5.250***

Personal telephones or other wireless communication devices may be brought to school with the following conditions applying:

I. General Provisions

A. Elementary and middle school students may not use a wireless communications device during the school day.

B. High school students may not use a wireless communication device during instructional time, except when expressly directed by a teacher solely for educational purposes. The student code of conduct will designate the locations within the school buildings where a high school student may use his or her wireless communications device with the express permission of a school administrator.

C. Devices must be silenced during school hours.

D. If emergency calls to or from students are necessary they should be placed through the school office and not to or from the student's telephone.

E. Devices should be kept secure to prevent theft (*e.g.,* vehicles, purses, backpacks, lockers).

F. A student will be allowed to use a wireless communication device during the school day in accordance with:

i The student's individualized education plan;

ii The student's 504 accommodation plan issued under s. 504 of the Rehabilitation Act of 1973; or a doctor's note from a physician licensed under Chapter 458 or Chapter 459 certifying in writing that the student requires the use of a wireless communications device based upon valid clinical reasoning or evidence.

II. Violation of these provisions shall result in the confiscation of the personal telephone or other communication devices and its return only to the parent, as defined by Florida Statutes. If the student is of majority age, then he/she may be prohibited from possessing a phone or other communication devices on campus.

III. The use of personal telephones or other communication devices at school

events shall not be limited by this policy; however, the principal shall have full authority to promulgate rules that implement all provisions herein.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAWS IMPLEMENTED: **1000.21, 1001.43, 1003.04, 1003.31, 1006.07, 1006.08, 1006.09, 1006.145, F.S.**

HISTORY:
ADO PTED:
REVISION DATE(S): 01/02/07, 11/3/2025
FORMERLY: NEW

FOREIGN EXCHANGE STUDENTS 5.382+

I. The School Board recognizes the positive cultural benefits to the students, staff, and the community in meeting students from other countries and having nonimmigrant students with citizenship in countries other than the United States as members of the student body of the District. A foreign exchange student may be enrolled in a Baker County school provided that the student

A. Is sponsored by a program listed with and approved by the Council on Standards for International Educational Travel (CSIET). The representatives from the approved Foreign Exchange Student Program must secure written acceptance from the Student Services Department prior to placement and enrollment in the District schools.

B. Is at least fifteen (15) years of age but has not attained the age of eighteen and one/half (18 ½) years of age at the time of enrollment. Proof of age must be documented by a birth certificate or passport.

C. Agencies must arrange for host family placements with an American host family that resides in the county and has been approved by the sponsoring program prior to the student leaving their home country. Exchange students must be enrolled and start attending classes no later than the first day of the first semester each year for full-year placements and the first day of the second semester each year for second-semester placements.

D. Shall gain legal entry into the United States with a J-1 Exchange Visa, required Department of Homeland Security documents, and present to the District the general enrollment documents required by all students.

E. The Foreign Exchange Program must certify that financial resources are sufficient to cover all expenses for the student, including funds to cover school lunches.

F. Provides an academic transcript from the home school with English translation and has not previously graduated.

G. Provides evidence of sufficient English proficiency to function successfully in the academic level in which he/she is enrolled.

H. Meets immunization requirements in accordance with Florida statutes.

I. Has health, accident and liability insurance coverage that is valid in the United States.

II. A student shall be enrolled for one (1) semester or a complete school year (two (2) semesters.)

III. The student shall be subject to the *Code of Student Conduct*.

IV. Eligibility for participation in athletics shall be consistent with Florida High School Athletic Association and School Board rules.

V. The Superintendent or designee shall approve the admission of each foreign exchange student.

VI. The Superintendent shall develop procedures for implementing the foreign exchange student program.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAWS IMPLEMENTED: **1001.43, 1006.07 F.S.**

HISTORY: **ADOPTED:**

REVISION DATE(S): 05/07/12, 06/21/21, 12/05/2022, 11/3/25

FORMERLY: NEW

EMPLOYMENT OF NONDEGREED VOCATIONAL, ADULT INSTRUCTIONAL, AND FINE AND PERFORMING ARTS PERSONNEL 6.17*+

The Superintendent is authorized to develop a procedural manual for the employment of nondegreed vocational and adult instructional personnel which is entitled Qualifications for Employment of Nondegreed Full Time and Part-time Vocational, ~~and~~ Part-time Adult Instructional Personnel, and fine and performing arts instructors per Florida Statutes. These procedures shall be consistent with Florida Statutes and shall be approved by the School Board. The manual shall be published and made available to persons who are seeking employment as nondegreed vocational, ~~or~~ adult education, or fine and performing arts instructors.

I. Qualifications must include, but are not limited to these requirements:

A. The teacher must submit a complete set of fingerprints and photograph in the same manner as required by s.1012.32

B. The teacher must submit documentation of education and successful experience, including documentation of:

1. A high school diploma or the equivalent;
2. Completion of 3 years of full-time successful experience or the equivalent of part-time experience in teaching specification area.

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

LAW(S) IMPLEMENTED: **1001.43, 1012.32, 1012.36, 1012.39, F.S.**

HISTORY: ADOPTED: 11/3/2025 REVISION DATE(S): _____

FORMERLY:NEW

CERTIFICATION OF ADMINISTRATIVE AND INSTRUCTIONAL PERSONNEL 6.190*

No person shall be employed or continued in employment if he/she does not hold or is ineligible to hold a Florida Educator's Certificate, a local certificate, or a certificate issued by a Florida school district that has a reciprocal agreement with the School District or holds a professional license. However, a person may be employed under emergency conditions, pursuant to Florida Statutes, or may qualify as non-certificated instructional personnel pursuant to School Board rule. The staff member shall be responsible for maintaining a valid certificate. The staff member shall register his/her certificate and each certificate re-issuance or renewal in the District office as soon as the Department of Education issues the new validity period on the certificate.

(1) The Superintendent shall designate a certification contact person to work directly with the Bureau of Educator Certification, Florida Department of Education, to assist personnel with certification issues.
   A. If an individual employed by the District does not achieve a passing score on any subtest of the general knowledge examination, the District must provide information regarding the availability of state-level and district level supports and instruction to assist in achieving a passing score.
   B. Information must include state-level test information guides, school district test preparation resources and preparation courses offered.

(2) An individual nominated for an instructional position shall be properly certificated, be eligible for certification, meet conditions prescribed in State Board of Education rules or qualify for employment or re-employment as a non-degreed vocational education or adult education teacher based on School Board rule. All persons applying for employment are governed by the law and rules in effect at the time of application for issuance of the initial certificate or employment, provided that continuity of certificates or employment is maintained.

(3) Pursuant to Sections 1012.39, 1012.55 and 1012.57, employment of temporary instructors, teachers of adult education, non-degreed teachers of career education, adjunct educators, career specialists, and experts in the field, each school district will establish the minimal qualifications for the issuance of Baker County Public Schools Certificates. Such certificates establish eligibility for employment, but do not confer a right to employment.
   A. The School Board defines an adjunct educator as a teacher who has expertise in the subject area to be taught. A teacher shall be considered to have expertise in the subject area to be taught if the teacher demonstrates sufficient subject area mastery through passage of a subject area test. The district is permitted to issue

adjunct certificates to qualified applicants.

B. Adjunct certificate holders should be used primarily to enhance the diversity of course offerings offered to all students.
C. Adjunct teaching certificates issued for full time teaching positions are valid for no more than three (3) years and are nonrenewable.

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

LAWS IMPLEMENTED: **1001.43; 1011.60; 1012.24; 1012.54; 1012.55; 1012.56; 1012.57, F.S.**

STATE BOARD OF EDUCATION RULES: **6A-1.0501; 6A-1.0502; 6A-1.0503**

HISTORY:
ADOPTED:
REVISION DATE(S): 04/05/04, 10/04, 04/05/21, 11/3/25
FORMERLY: 3.06

APPOINTMENT OR EMPLOYMENT REQUIREMENTS 6.103* OPTION 2

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 meet the educational requirements of the job description that the employee is hired to fulfill.

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. Interview teams, including those with community representatives, 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 and a photograph 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 undergo background screening as required by Florida Statutes by filing a complete set of fingerprints and a photograph taken by an individual trained to take fingerprints. The fingerprints and photograph shall be submitted to the Care Provider Background Screening Clearinghouse (Clearinghouse), 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 will 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 Care Provider Background Screening Clearing House (Clearinghouse) Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The CBC committee shall include, but not limited to, the Director of Personnel Services, the District Equal Educational Opportunity Officer (EEO), and a representative of the County Sheriff's Department.

D. When the fingerprint or background check reports are returned, the Associate Superintendent 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 Clearinghouse, 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 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 non-instructional persons under contract to the School District to operate student programs, student teacher, persons participating in short-term teacher assistance experiences or field experiences who have district contact with students must meet the requirements of V. A., B., E, and F. Such person 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. Instructional personnel shall be removed from the classroom within 24 hours of the District being notified by law enforcement or a self-reporting by the employee of the employee being arrested for a felony offense or for a misdemeanor offense listed in s. 435.04(2), to determine the potential impact on the student health, safety and welfare.

C. Instructional personnel and administrative personnel must self-report within 48 hours to the Superintendent or his/her designee any arrest for a felony offense or misdemeanor offense listed in s. 435.04(2). The self-reporting is not considered an admission of guilt.

D. Instructional and administrative personnel must self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pre-trial diversion program, or entering a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgement.

E. 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.

F. 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 Associate Superintendent. He/she

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.

G. 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.

H. 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. Drug Testing

A. Initial Employment

1. A negative drug screen will be a requirement of initial employment. An applicant who has been offered a position will be referred to a Board approved, independent, certified laboratory. The drug screen must be conducted within thirty (30) days prior to employment. The cost of the drug screening will be the responsibility of the applicant.

2. Applicants testing positive will not be eligible for employment by the School Board for a minimum of one (1) year from the date of the test. Refusal to participate in the drug screening will prohibit an applicant from employment with the Board.

B. Current Employees

1. An employee may be subject to drug testing based on a reasonable belief that he/she is using or has used drugs in violation of the Drug -free Workplace policy.

2. An employee may be subject to follow up testing at the recommendation of a substance abuse professional or medical review officer.

3. An employee shall be subject to a drug screen immediately following a work-related accident or injury.

4. An employee who is subject to the requirements of the Omnibus Transportation Employees Testing Act (OTETA) shall be subject to random drug testing, post-accident drug testing and return to duty testing as required by federal law.

VIII. 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.

IX. 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, drug screening and/or background check, may request reconsideration by the CBC committee only if they present new information not previously available.
B. Applicants who have been denied employment, and probationary employees who have denied permanent employment, because of their criminal record 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.

X. 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, 440.102, 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:** _____

REVISION DATE(S): **11/13/06, 04/23/07, 11/18/08, 11/17/20, 11/3/25**

04/05/21, 04/03/2023

FORMERLY:

PROFESSIONAL ETHICS 6.370*

I. An effective educational program requires the services of personnel of integrity, high ideals, and human understanding. All employees shall be expected to maintain and promote these qualities. The Board shall also expect all administrative, instructional and support staff members to adhere to the *Principles of Professional Conduct for the Education Profession* in Florida, the Code of Ethics for Public Officers and Employees, and the standards set forth in F.S. 112.313.

II. Administrative and instructional personnel, as defined by Florida Statute, shall be required to complete training on these ethical standards. All other employees shall be encouraged to participate in training related to professional ethics.

III. The Superintendent and School Board members shall complete annual ethics training as required by law.

IV. All employees shall be responsible for reporting misconduct by School Board employees that affects the health, safety or welfare of a student.

V. Pursuant to F.S. 1001.42(7), the Superintendent may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student which the Superintendent knows to be false or incorrect, or knowingly fail to adopt policies that require instructional personnel and school administrators to report alleged misconduct by other instructional personnel and school administrators, or that require the investigation of all reports of alleged misconduct by instructional personnel and school administrators, if the misconduct affects the health, safety, or welfare of a student. Violation of these provisions will result in the forfeit of the Superintendent's salary for one (1) year.

VI. Standards of Ethical Conduct

A. Administrators (means those individuals identified in F. S. 1012.01(3), F.S.) shall be guided by and adhere to the following ethical principles:

1. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

2. The administrator's primary professional concern will always be for the student and for the development of the student's potential. Therefore, the administrator will strive for professional growth and seek to exercise the best professional judgment and integrity.

3. The administrator recognizes the importance of maintaining the respect and confidence of one's colleagues, students, parents, and other members of the

community and therefore strives to achieve and sustain the highest degree of ethical conduct.

B. District administrators shall comply with the disciplinary principles listed below. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or other penalties as provide by law.

1. Obligation to the student means the District administrator shall:

a) make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

b) not unreasonably restrain a student from independent action in pursuit of learning.

c) not unreasonably deny a student access to diverse points of view.

d) not intentionally suppress or distort subject matter relevant to a student's academic program.

e) not intentionally expose a student to unnecessary embarrassment or disparagement.

f) not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46.

g) not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by State academic standards as adopted in F.A.C. 6A-1.09401, as is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend.

h) not intentionally violate or deny a student's legal rights.

i) not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.

j) not harass or discriminate against any student based on race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination. Discrimination based on race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

k) not exploit a relationship with a student for personal gain or advantage.

l) keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

m) not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.

n) not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.

2. Obligation to the public means that the District administrator shall:

a) take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

b) not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

c) not use institutional privileges for personal gain or advantage.

d) accept no gratuity, gift, or favor that might influence professional judgment.

e) Offer no gratuity, gift, or favor to obtain special advantages.

3. Obligation to the profession of education means that the District administrator shall:

a) maintain honesty in all professional dealings.

b) not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

c) not interfere with a colleague's exercise of political or civil rights and responsibilities.

d) not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.

e) not make malicious or intentionally false statements about a colleague.

f) not use coercive means or promise special treatment to influence professional judgments of colleagues.

g) not misrepresent one's own professional qualifications.

h) not submit fraudulent information on any document in connection with professional activities.

i) not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

j) not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

k) provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

l) not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.

m) self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt, nor shall such notice be admissible for any purpose in any proceeding, civil or criminal; judicial or administrative; or investigatory or adjudicatory.

In addition, District administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and 943.059(4)(c).

n) report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

o) seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

p) comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

q) as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

4. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of their duties in the public interest.

5. No administrative staff member shall solicit or accept anything of value including a gift (See F.S. 112.312), loan, reward, promise of future employment, favor, or service, based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.

6. All District administrative staff members shall adhere to the ethical and disciplinary principles enumerated above.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAWS IMPLEMENTED: **112.312, 112.313, 1001.42, 1012.01, 1012.22, 1012.23, 1012.27, 1012.796, F.S.**

STATE BOARD OF EDUCATION RULES: **6B-1.001, 6B-1.006**

HISTORY: **ADOPTED:11/8/08**

REVISION DATE(S):
11/3/25
FORMERLY: NEW

GUARDIAN PROGRAM 8.07

A. Purpose

The purpose of this policy is to establish the Guardian Program and outlines the selection, procedures, and training of guardians employed by the Baker County School District ("District").

B. Definitions

Guardian means any member of a designated employee group as defined in Section 30.15, Florida Statutes, in the District who has successfully completed all of the training requirements and prerequisites defined in F.S. 1006.12, and who has been appointed to serve as a guardian by the Superintendent. A candidate for the Guardian Program shall be a volunteer and will receive a one-time stipend outlined in the statute. A volunteer Guardian will be offered no monetary benefit aside from the one-time stipend. The volunteer candidate must be a full-time employee of the District who is in good standing. Further, volunteer candidates shall not be employees exclusively performing classroom duties as teachers as defined in F.S. 1012.01(2)(a).

School Safety Specialist means the certified School Safety Specialist appointed by the Superintendent to oversee all security programs and personnel, as defined in F.S. 1006.07, to include oversight of appointed guardians.

Active Assailant/Armed Intruder is an individual(s) actively engaged in the use or attempting to use deadly physical force on other people in a confined and/or populated area.

C. Priorities and Objectives

The purpose of this policy is to define the procedures for the approval of a volunteer guardian. This will include the roles of guardians, define their supervision, and list additional training requirements that may be imposed by the District. The objective is to ensure that the use of guardians conforms to the standards of the District and that they serve to enhance the overall security of campuses throughout the District.

D. Responsibilities

1. School Safety Specialist

    a. The School Safety Specialist or designee, Human Resources, School Principal, the Baker County Sheriff's Office ("BCSO") and others, as appointed

by the Superintendent, will be part of a District panel that will review all potential guardians for compliance with state law and District policy. The School Safety Specialist shall provide recommendations to the Superintendent for approval or denial of potential guardians based on their required background checks, drug screenings, evaluations, training as defined in F.S. 1006.12, and the panel's recommendation. The Baker County Sheriff's Office ("BCSO") must also approve all applicants.

b. A designee from the BCSO shall be responsible for inspecting all guardian equipment. Equipment may include firearms, ammunition, magazines, holsters, magazine holder, vests, radio, and identification. All equipment must be issued and approved by BCSO and the District. Guardians accepting the issued equipment shall abide by all procedures and sign an agreement attesting that they will follow all applicable procedures and responsibilities. This agreement will be witnessed by the School Safety Specialist. The School Safety Specialist along with BCSO will maintain all records of issued equipment.

c. The School Safety Specialist and BCSO shall inspect all guardian-issued equipment semi-annually to ensure serviceability and accounting. Each inspection shall be documented.

d. The School Safety Specialist and BCSO shall maintain or have access to the training records for each guardian. The record will contain their annual re-qualification dates and any additional training the District requires throughout the year. This may include additional firearms training, tactics, legal updates, or other areas specific to the duties of their position.

e. The School Safety Specialist, in conjunction with Human Resources, shall notify the Superintendent of any guardian who is on medical leave, injured, suspended from their position for any reason, or unable to perform their duties as a guardian.

f. The School Safety Specialist, as required in F.S. 1006.12, shall ensure the District notifies the BCSO and the Office of Safe Schools within seventy-two (72) hours of any guardian being disciplined or dismissed for misconduct, or any incident where a guardian discharges their firearm for other than training purposes.

2. School Guardians

a. To be appointed as a guardian, a designated employee must be in good standing with the District, and must meet the eligibility requirements for a guardian, as defined in F.S. 1006.12.

b. A panel consisting of representatives from Safety and Security, Human Resources, School Principal, BCSO and others, as appointed by the Superintendent or designee are responsible for reviewing all potential guardians, and to ensure compliance with State law and District policy. The panel shall provide recommendations to the Superintendent or designee to move forward in the process. The Superintendent or designee may accept the recommendation of the panel or deny the recommendation. Denials shall not be arbitrary or capricious. Denials should be based on concerns such as, but not limited to, the inability to secure liability coverage for the individual, newly found information or the applicant's current position could create a negative impact on the school district being a Guardian.

c. If the potential guardian is approved by the Superintendent to move forward in the process, the employee will be contacted by the School Safety Specialist to complete any required paperwork for the BCSO.

d. Once the guardian is approved, the employee will be scheduled for a background check that includes a psychological evaluation and drug screening. The employee will also undergo the required statutory training and any other requirements set forth by the BCSO.

e. All training requirements as outlined by the BCSO must be met. Failing to attend a required training session or any program components will result in immediate non-approval of the guardian or the termination of the guardian.

f. The District will treat all required training hours as temporary duty as outlined and in compliance with applicable standards as prescribed in District leave policies.

g. Upon successful completion of the BCSO's training program, the employee shall present to the Superintendent their certification as provided by the BCSO as proof of completing all requirements outlined in F.S. 1006.07 and other requirements as designated by the BCSO. Upon receipt, the Superintendent may appoint the employee as a guardian. However, even if proof of completion is received, the final decision to appoint an individual as a guardian is

left solely to the discretion of the Superintendent. The Superintendent's decision is final and not appealable. However, the appointment cannot be made in an arbitrary nor capricious manner. All acceptances or denials shall be accompanied by the appropriate documentation that supports the decision.

h. Appointed guardians will participate in all mandated continuing training and related activities throughout the school year and will complete the mandatory recertification.

i. Appointed guardians will remain knowledgeable of current processes and procedures pertinent to the Guardian Program through continued education, seminars, and training.

j. Appointed guardians will assist law enforcement agencies and staff in the identification, deterrence, mitigation, and prosecution of subjects that affect the security and safety of students, staff, and visitors on the school property.

k. Appointed guardians will cooperate with BCSO, the State Attorney's Office, Child Protective Services, and other State and Federal agencies in the interest of public safety.

l. Appointed guardians shall adhere to safety rules and procedures.

m. Appointed guardians will be issued firearms and related equipment. Only the approved firearm by the BCSO is authorized for carry while carrying out the duties of a guardian. It shall be worn in an approved manner as directed. No weapons or equipment other than what is issued or approved items and signed for in the agreement shall be carried or utilized by a guardian at schools or on school property.

n. All issued firearms shall be maintained in good working condition and cleaned as often as necessary to ensure proper operation. There shall be no alterations or modifications to the issued firearm. Appointed guardians are responsible for the general maintenance and care of issued firearms.

o. Issued firearms and ammunition shall be properly possessed, retained, and stored at all times, per F.S. 790.174.

p. Guardians shall not act as law enforcement officers and do not possess any of the authorities of a

law enforcement officer. Guardians are not authorized by the District and BCSO to enforce any laws. The purpose of a guardian is to defend life from an active threat on any District property. Guardians are responsible for providing security and safety services at schools or school property and protecting the life and well-being of students, staff, and visitors.

q. In accordance with the guardian's training, they shall respond singularly to defend life. Should other guardians or law enforcement be present, they can respond as a group and are authorized to defend any school or school property from an active threat. Guardians are to use reasonable/appropriate level of force to stop, disrupt, or eliminate possible life-threatening physical threats to students, staff, and visitors on school property.

r. Appointed guardians will follow federal and state laws. Guardians are employees of the School District and shall adhere to all Board policies and procedures.

s. Any guardian who fires their weapon for any reason other than on the firing range for training, must be reported to the School Safety Specialist or designee immediately. The guardian involved in such a situation shall cooperate with any subsequent law enforcement and/or District investigation. Failure to cooperate with any District investigation may result in disciplinary action, including termination from the Guardian Program and/or the District.

t. Guardians will only be permitted to carry issued firearms and any assigned equipment while on duty at the assigned school during their assigned hours. Guardians will not carry issued firearms or equipment out of school or school property. Issued firearm, ammunition, and equipment shall be stored in the guardian's domicile per statute. Issued firearm and related equipment shall be secured in a vehicle lock box while traveling to and from their residence.

u. All appointed guardians will treat all information or intelligence of a possible or ongoing investigation received as confidential, including but not limited to information or intelligence received via all sources such as, telephone, mobile phone, texting, computer, social media, etc. The dissemination of such confidential information or intelligence to anyone not needing

to know, such as BCSO, School Safety Specialist, or certain individuals in school administration (persons not directly involved in any internal, non-criminal, or criminal investigation) is strictly prohibited.

v. Appointed guardians shall contact the Safety and Security Specialist, School Resource Deputy ("SRD"), School Principal and/or Principal's designee, for a situation or incident that is not under their authority or responsibility.

w. Appointed guardians shall work with law enforcement officers by sharing relevant information and intelligence regarding threats and incidents related to the safety and security of the students, staff, visitors, and others on campus.

x. Any violation of these directives will result in termination from the Guardian Program and, possibly, termination of employment with the District.

E. General Procedures

1. Pursuant to F.S. 30.15, each Sheriff may establish a Coach Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program, in which certain volunteer school employees will be appointed as school guardians.

2. Pursuant to F.S. 30.15, a guardian has no authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident on school premises. Appointed guardians will report directly to the School Safety Specialist.

3. Pursuant to F.S. 1006.12, in the event of the discharge of a firearm by any Safe School Officer, including a guardian, the School Safety Specialist shall notify the BCSO immediately after the incident. Additionally, the School Safety Specialist will notify the Florida Department of Education Office of Safe Schools in writing via an Incident Report in the Florida Safe Schools Assessment Tool portal immediately but no later than seventy- two (72) hours after the incident.

4. Pursuant to F.S. 1006.12, in the event a guardian is dismissed from the program, District or is otherwise disciplined, the School Safety Specialist will notify the Florida Department of Education Office of Safe Schools in writing via an Incident Report in the Florida Safe Schools Assessment Tool portal immediately but no later than seventy-two (72) hours after the incident.

5. Pursuant to F.S. 1003.32, and F.S. 1006.09, the management of student discipline is the responsibility of the school principal or principal's designee. A volunteer guardian can be considered a principal's designee based on their current position with the District.

6. Pursuant to F.S. 776.012, a guardian is justified in using objectively reasonable force, except deadly force, if present during a physical altercation between individuals on his/her assigned school campus. Intervention is to be the minimum force required to de-escalate the incident and to keep the individuals and campus safe. Administration and SRD are to be notified immediately.

7. Firearms shall not be displayed or handled in any unsafe manner that may cause concern.

8. Issued firearm will remain holstered at all times except when needed in authorized duties or for training, inspection, cleaning, and repair purposes.

9. Issued firearms shall not be utilized for anything other than authorized appointed guardian duties and training purposes.

10. Appointed guardians will not draw and point their issued firearm at any individual unless they reasonably believe that the individual has engaged or is about to engage in any active deadly threat. If the appointed guardian displays an issued firearm or points it at an individual for any other reason, then they will notify the Safety and Security Specialist, SRD, and the School Principal or Principal's designee must be notified immediately and document the circumstances in a written report.

Guardians and safety guards must attend all training scheduled by the District or the BCSO, keep all their equipment in serviceable condition, pass firearms qualification at least annually as required by state law, and maintain their position within the District in good standing.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

Upon termination of employment, volunteer guardian status is terminated, and all issued equipment must be returned immediately and appropriately to the School Safety

Specialist or his/her designee. At any point, a volunteer guardian designation can be withdrawn by the Superintendent with or without cause and with no appeal rights.

STATUTORY AUTHORITY: **1001.41, 1001.42, 1003.01, 1003.02 1003.32, F.S.**

LAW(S) IMPLEMENTED: **30.15, 776.012, 790.174, 1006.07, 1006.09, 1006.12, 1012.01(2)(a), F.S.**

HISTORY: **ADOPTED: 11/3/2025**
REVISION DATE(S):
FORMERLY: NEW

STUDENT TRANSPORTATION 8.13* OPTION 2

Each student who is transported shall be entitled to free transportation provided he/she abides by the rules of safety and behavior necessary to operate the District's transportation system. Serious infraction of these rules may result in the loss of the student's privilege. The student's parent(s), as defined by Florida Statutes, shall be responsible for making sure the student abides by the rules or for providing the student's transportation. Suspension from a bus shall not affect the attendance laws and rules.

I. Any student who resides two (2) or more miles from his/her designated school by the most direct traveled route is eligible to ride the school bus to and from that school. These students shall be reported for funding purposes. Under the following conditions, students who reside within two (2) miles of the designated school may be eligible to ride the school bus.

   A. Special authorization is granted by the School Board.

   B. An exceptional student not requiring special care may ride a school bus regardless of distance from home to school upon furnishing a statement from the supervisor of exceptional students certifying that the student is handicapped and is unable to walk to school.

II. A student who is eligible for transportation and resides beyond the accessibility of a school bus may be provided with transportation by payment from the School Board to the parent(s) for use of a private automobile or other conveyance for this purpose.

III. The School Board may cooperate with other school districts to provide transportation for students.

   A. When it is practical to extend a school bus route to serve any territory located in another school district, the School Board shall enter into an agreement with the School Board of the other district to provide transportation services to students residing in the adjacent school district. Any such agreement shall be recorded in the official School Board minutes of each school board. The agreement shall state in detail the responsibility of each school board for operating the school bus and maintaining a daily schedule.

B. Whenever a school bus crosses a school district line, all rules of the School Board shall apply to students transported by the said school board unless otherwise stated in the agreement between the school boards.

IV. Only a student who is regularly enrolled as a transported student and whose name appears on the bus driver's handbook for that bus shall be permitted to ride such bus while it is being operated on a regular school bus route except upon the written request of the Transportation Supervisor. Such approval may be granted only when the student's welfare is involved due to an emergency condition in the home. When an emergency condition exceeds five (5) school days, the Superintendent's approval shall be required. Approval shall not be allowed for:

A. Student visitation, unless duly authorized; and,

B. A student to obtain transportation to his/her regular place of employment.

V. No person shall be eligible for transportation on a field trip or extracurricular school trip unless he/she is authorized by the principal or designee.

VI. Any person who boards, enters, or remains upon a school bus without authorization will be subject to immediate arrest and prosecuted provided there was sufficient notice of the trespass. Sufficient notice includes a clearly posted sign on the bus, or a verbal warning given by the school bus operator, the principal, a school district employee or law enforcement personnel.

VII. Maximum regard for the safety of students and due consideration for the protection of health of all students transported shall be primary requirements in the routing of buses, establishing student stops, appointing drivers, and in providing and operating transportation equipment.

VIII. A student who arrives early or remains late because of transportation service shall be under school supervision at all times and shall, if practicable, have a planned schedule of activities. The principal shall be responsible for providing such supervision.

IX. Each route shall be planned and adjusted as nearly as possible to the bus capacity. Travel each morning and afternoon shall be considered in planning and establishing bus routes and shall not exceed fifty (50) minutes for elementary students and sixty (60) minutes for secondary students when practical.

X. Periodically student transportation routes and student walking conditions shall be reviewed to determine if hazardous conditions exist. Appropriate requests for

designation of hazardous conditions shall be provided as required by state law or State Board of Education rules.

STATUTORY AUTHORITY: **1001.42, F.S.**

LAW(S) IMPLEMENTED: **810.097, 1000.21, 1006.21, 1006.22, 1006.23, 1011.68, F.S.**

STATE BOARD OF EDUCATION RULE(S): **6A-3.001, 6A-3.0171**

HISTORY: **ADOPTED: 11/3/2025**
REVISION DATE(S):
FORMERLY: 8.130

CHANGE ORDERS 8.271*

The Superintendent or designee is authorized to approve construction and remodeling change orders which will not increase the contract amount more than six thousand ($6,000.00) over the original contract or the last contract amount (increase or decrease) approved by the School Board and recorded in its minutes.

1. All requested change orders must be in writing and must be approved in writing before the work is done. If a price quote is received from the school district's contractor for a change order requested or issued by the district for construction services and the price quote conforms to all statutory requirements and contractual requirements for the project, the district must approve or deny the price quote and send written notice of the decision to the contractor within 35 days after receiving the quote. The denial notice must specify the alleged deficiencies in the price quote and the actions necessary to remedy the deficiencies. If the District fails to provide the contractor with a notice, the change order and price are deemed approved, and the district must pay the contractor the amount stated in the price quote upon completion of the change order.

a. Requested change orders concerning the same subject shall not be split in the event that the sum total of the initial requested change order increases the contract amount by more than six thousand dollars ($6,000.00).

b. In the Superintendent's absence, the facilities supervisor shall serve as the Superintendent's designee.

c. Copies of all approved change orders shall be provided to the School Board in a timely manner following the approval date of the change order.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAWS IMPLEMENTED: **218.755, 1001.43, 1013.48. F.S.**

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

HISTORY: **ADOPTED:**
REVISION DATE(S): 2/87, 10/04, 11/07/05, 11/3/25
FORMERLY: 6.14, 8.280

SMOKING AND TOBACCO FREE ENVIRONMENT 8.32

I. Purpose

The School Board of Baker County (Board) recognizes that the use of tobacco products, including electronic smoking devices, is a health, safety, and environmental hazard for students, employees, parents, visitors, and school facilities. The School Board is committed to providing students, staff and visitors with a smoking and tobacco-free environment. The use of tobacco products on school grounds, in school buildings, in School District vehicles and facilities, on school property or at school-related or school-sponsored events is detrimental to the health and safety of students, employees, and visitors.

II. Applicability of Policy

This policy applies to students, employees, volunteers, parents, spectators, vendors, contractors, delivery persons, visitors and the public.

III. Definitions

For the purposes of this policy, the following definitions shall apply.

A. "At any time" means twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

B. "Electronic smoking device" means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. "Electronic smoking device includes but is not limited to devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, similar devices, or under any other product name or descriptor. "Electronic smoking device" also includes any component part of a product, whether or not marketed or sold separately, including but not limited to, e-liquids, e-juice, cartridges, or pods.

C. "School property" means all facilities and property, including land, whether owned, rented, or leased by the Board, and also includes all vehicles

owned, leased, rented, contracted for, or controlled by the Board and used for transporting students, staff, or visitors.

D. "Tobacco product" means any product containing, made, or derived from tobacco or that contains nicotine, whether synthetic or natural, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes, electronic smoking devices, cigars, little cigars, and other kinds and forms of tobacco.

IV. General Policy Statement

A. Students are prohibited from possessing, using, consuming, displaying, or selling any tobacco products, tobacco-related devices, electronic smoking devices, imitation tobacco products, or lighters at any time on school property or at any school related or school-sponsored event.

B. Administrators, staff, or visitors are prohibited from using, consuming, displaying, activating, or selling any tobacco products, tobacco-related devices, imitation tobacco products, or lighters at any time on school property or at any school related or school-sponsored events. This includes products or paraphernalia displaying industry brands.

V. Exception to this Policy

A. A school principal may permit tobacco products to be included in counseling, educational, instructional or research activities in the school building; provided that, the activity is conducted or supervised by a District employee overseeing the instruction or research and the activity does not involve smoking, chewing, vaping, or otherwise ingesting the product.

B. A person may use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and if the product is being marketed and sold solely for such an approved purpose.

VI. Notification of Policy and Implementation

It is the responsibility of District and School administrators to provide:

A. Appropriate “No Tobacco” signage will be posted in a manner and location on all District property that adequately notifies employees, students, parents, visitors, and the public of this policy.

B. Written notice to students and parents/guardians in student handbooks and orientations.

C. Written notice in staff handbooks, in orientations and employee or staff trainings, and when offering employment.

D. Reminder announcements of this policy at school and District events, as appropriate.

E. Written notice of the prohibition as provided in this policy in contracts with outside groups who use the school buildings and other facilities.

VII. Tobacco Promotion Prohibited

A. Tobacco advertising is prohibited on school grounds, in all school-sponsored publications, on District vehicles and buses, and at all school-sponsored events. It is a violation of this policy for any person to promote tobacco products on the school property or at any school related or school sponsored events via the display of images of tobacco products on gear, technology accessories, bags, clothing, any personal articles, signs, structures, vehicles, flyers, or any other material.

B. Acceptance of Tobacco Industry Gifts is Prohibited. The Policy prohibits the district from soliciting or accepting gifts, contributions, materials, or curricula from the tobacco industry.

VIII. Educational and Cessation Programs for Students and Employees

A. Prevention Education for Students. The administration will consult with the Safe Schools Department and other appropriate health organizations to identify and provide programs or opportunities for students to gain a greater understanding of the health hazards of tobacco use and the impact of tobacco use as it relates to providing a safe, orderly, clean, and inviting school environment. The administration will ensure that students in

grades K-12 receive tobacco prevention education using sequential, age appropriate, current, accurate, evidenced based curricula and a skills-based approach (involving students in active "hands on" learning experiences).

B. Cessation Support Programs for Students. The administration will consult with the Safe Schools Department, Florida Tobacco Prevention Program (www.tobaccopreventiontraining.org), Employee Wellness in Risk & Benefits Management, the American Lung Association and other appropriate health organizations to provide students and employees with information and access to support systems, tobacco use cessation programs, and services to encourage them to abstain from the use of tobacco products.

C. Prevention and Cessation for Employees. Employees shall be advised as to the availability of related services available to them in the District's various Wellness programs in which they may choose to participate and as they may change from time to time.

IX. Enforcement

The success of this policy depends upon the thoughtfulness, consideration, and cooperation of the entire school community. All individuals on school premises, including students, staff, administrators, and visitors, are responsible for adhering to and enforcing this policy. Members of the school community are encouraged to communicate this policy with courtesy and diplomacy. Any person acting in violation of this policy will be informed or reminded of the policy and asked to comply.

A. Students. Consequences for engaging in prohibited behavior shall be as provided in the Student Code of Conduct.

B. Employees. Consequences for employees who violate the tobacco use policy will be in accordance with personnel policies or any relevant collective bargaining agreement.

C. Family members, volunteers, or visitors. Family members, volunteers or visitors who violate the policy must immediately discontinue using the tobacco product or electronic cigarette or leave the premises. Law enforcement officers may be contacted to escort the person off the premises if the person refuses to leave the school property when requested to do so by District personnel.

X. **Program Evaluation**

This smoking and tobacco-free policy shall be assessed by the District or its designated evaluator at regular intervals, but at least once a year, to determine whether policies, policy enforcement, communication, education, staff training, and cessation programs are effective. Policies and programs shall be updated and revised accordingly and used solely for such an approved purpose.

STATUTORY AUTHORITY: **120.81,1001.32, 1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **386.201- 386.209, 1001.43, F.S.**

HISTORY: **ADOPTED:**

REVISION DATE(S): 04/05/04, 05/21/12, 06/21/21, 11/06/23, 02/20/24, 11/3/25

AGENDA ITEM NO. 9.4

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 3, 2025
SUBMITTED BY:	Alice Schmitges - (259-0444)
ITEM TYPE:	Contract
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of the Contract Between Baker County School Board and Gaggle.Net, Inc, Effective August 1, 2025 - July 31, 2026.

ATTACHMENTS:
11.03.2025 Approval of the Agreement with Gaggle Net, Inc._A.Schmitges.pdf

BAKER COUNTY SCHOOL DISTRICT
Committed to Excellence

Exceptional Student Education
and Student Services
420 South 8th Street
Macclenny, FL 3206
(904) 259-7825
www.bakerk12.org
Wyatt Milton, Superintendent

October 17, 2025

Wyatt Milton, Superintendent
Baker County School District
392 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Milton,

I would like to request School Board approval for the contract between Gaggle.Net, Inc. (Gaggle) and the Baker County School District from August 01, 2025 through July 31, 2026. This agreement will provide additional mental/behavioral counseling for the students in our district. Funding for these services will be paid through the 2025-2026 Mental Health Allocation.

If you have any questions please contact me at (904)259-7825 or Alice.Schmitges@bakerk12.org

Regards,

Alice Schmitges, Director
Exceptional Student Education/Student Services

AS:cm

Docusign Envelope ID: 10072CC2-6A29-452F-B7A4-BC30FD7246A0

Gaggle.Net, Inc.
8770 West Bryn Mawr Avenue, Suite 1300
Chicago, IL 60631-3515
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-124024

This contract by and between Gaggle.Net, Inc. (Gaggle), a Delaware Corporation with its principal place of business at 8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515 and Baker County School District - Macclenny FL (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle
Gaggle shall provide the Customer with services pursuant to the purchasing arrangement for the duration of the contract term. This agreement may include any combination of, but is not limited to, Safety Solutions on School Provided Technology, Mental Health Services, or Archiving and Backup Solutions. In the event of a change in the services provided, the terms of this agreement shall remain in effect; however, pricing may vary. Gaggle will notify the Customer in advance of any changes in pricing resulting from a service change.

2. Contract Term Service
Commencement Date: 8/1/2025
Service End Date: 7/31/2026
Contract End Date: 7/31/2026

3. Services and Payment
Full payment is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% late payment penalty and interest charges or the maximum rate permitted by law. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation or provisioning of services before the contract term commencement date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

The parties acknowledge that the scope of services, including the number of participants, accounts, or the volume of data, may vary during the contract term. Pricing adjustments shall only occur if the number of participants, accounts, or data requirements change by more than 10% from the original agreement.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference
Upon commencement of service, Gaggle's applicable Invoice, Terms and Conditions, Service Level Agreement, Student & Staff Data Privacy Notice, and Website Privacy Policy, as well as any future engagements, additional products, or service renewals, are hereby acknowledged and incorporated into this agreement by reference.

5. Sales Tax Exemption Certificate
If applicable, please provide Gaggle with your Sales Tax Exemption Certificate.

We respectfully require a signed contract on file before the start of any services.

NOTE:

DocuSigned by:
Jennie Eft
6CE7EA004E3D407...
Authorized Representative of Gaggle

8/4/2025
Date

Signed by:
Alice Schmitges
44E18E766344E44...
Authorized Representative for Baker County School District - Macclenny FL

8/4/2025
Date

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Gaggle Quote Number: Q-124024

DESCRIPTION	NOTES	QUANTITY	UNIT PRICE	NET UNIT PRICE	NET TOTAL
Gaggle Mental Health Services - Retainer	Student Therapy Retainer	1	$15,000.00	$15,000.00	$15,000.00
Learn More: https://www.gaggle.net/therapy					
				TOTAL:	$15,000.00

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www.gaggle.net | P 800-288-7750 | F 309-665-0171
8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515

Terms and Conditions

1. AGREEMENT

This Agreement ("Agreement") is entered into by and between Gaggle.Net, Inc., a Delaware corporation with its operational office located at 8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515 ("Gaggle"), and the entity identified as the customer in the applicable Contract for Services ("Customer"). Gaggle and Customer are collectively referred to as the "Parties."

This Agreement governs the terms and conditions under which Gaggle provides Customer access to certain software products, services, and related support as described in the applicable Contract for Services (the "Services"). The Services may include, without limitation, subscriptions to Gaggle's cloud-based software, mental health services, crisis support, and associated updates and documentation.

Gaggle shall provide Customer with the necessary credentials, including usernames and passwords, to enable access to the Services. These credentials are for use by individuals authorized by the Customer, including employees, agents, independent contractors, students, and parents or guardians (collectively, "Authorized Users"). The Customer is responsible for ensuring compliance with this Agreement by all Authorized Users.

Gaggle reserves the right to modify or update this Agreement or any features of the Services at its sole discretion and without prior notice. In the event of material changes to this Agreement, Gaggle shall (a) Publish the updated Agreement on its website and (b) Notify the Customer via email to the primary address on file.

This Agreement, together with the Contract for Services, Service Level Agreement, Student and Staff Data Privacy Notice, and Website Privacy Policy, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior understandings, agreements, or representations.

In the event of a conflict between the terms of this Agreement and the provisions of a separately executed written agreement between the Parties that specifies Customer's unique requirements (the "Customer Terms"), this Agreement shall control.

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2. ACCEPTANCE OF TERMS

These Terms and Conditions (the "Terms") establish the agreement under which Gaggle.Net, Inc. ("Gaggle") will provide services ("Services") to you, the customer ("Customer"). The compensation for Services shall be determined based on the rates and terms outlined in the applicable Gaggle invoice and Gaggle Contract.

By completing the registration process and providing Gaggle with accurate, current, and complete information, the Customer agrees to be bound by these Terms. If the Customer does not agree to any changes to the Terms, the Customer's sole remedy is to terminate the Services in accordance with the provisions of Sections 9, 10, and 11.

3. UNAUTHORIZED ACCESS, PASSWORD-PROTECTED, AND SECURED AREAS

Users of Gaggle Services ("Users") are responsible for all activities conducted through their usernames and passwords, including any unauthorized access. To enhance security, Gaggle recommends that Users periodically update their passwords. Access to and use of Gaggle's password-protected or secured Services is strictly limited to authorized Users.

As part of the registration process for Gaggle Services, Users must provide accurate, current, and complete information. Users are solely responsible for maintaining the confidentiality of their usernames and passwords, whether chosen by the User or assigned by a third party on their behalf. Users agree to the following:

(a) Not to misuse or share their usernames or passwords;

(b) Not to misrepresent their identity or affiliation with any entity;

(c) Not to impersonate any person or entity; and

(d) Not to misstate or falsify the origin of any materials accessed through Gaggle Services.

Violating these obligations may result in suspension or termination of access to the Services and may subject Users to civil liability or criminal prosecution.

Users must promptly notify Gaggle and any applicable administrator of any unauthorized use of their account or any known or suspected security breach.

4. PRIVACY AND SECURITY

Gaggle employs various measures to protect the security and privacy of its users. However, Users acknowledge that Gaggle cannot guarantee the absolute security or confidentiality of its Services.

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Gaggle disclaims any liability for harm caused directly or indirectly by the use of its Services.

Users should be aware that communications through third-party email services, such as those provided by Google Inc. and Microsoft Corporation, are not private. While Gaggle is not obligated to monitor User communications or content, it reserves the right to do so, including but not limited to:

(a) Fulfilling contractual obligations;

(b) Backing up or reviewing communications to identify network issues; or

(c) Determining compliance with these Terms and Conditions, Service Level Agreements, Student and Staff Data Privacy Notice, and Website Privacy Policy.

At its sole discretion, Gaggle may disclose or provide access to content or communications to authorized personnel, the National Center for Missing and Exploited Children ("NCMEC"), and/or law enforcement agencies, as required by law or as deemed necessary.

For additional information regarding data security and privacy, please refer to Gaggle's Data Privacy Policy.

5. CONFIDENTIALITY POLICY

As used in this Agreement, "Confidential Information" refers to proprietary information or materials disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") as a result of this Agreement. This includes, but is not limited to, research data, methodologies, products, services, processes, formulas, technologies, or other business information disclosed directly or indirectly, whether in writing, orally, or by other means.

Confidential Information does not include information that: (a) Was known to the Receiving Party at the time of disclosure, without a duty of confidentiality, as evidenced by written records; (b) Is or becomes publicly available through no wrongful act or omission by the Receiving Party or anyone bound by confidentiality obligations to the Disclosing Party; or (c) Is lawfully obtained by the Receiving Party from a third party without breaching confidentiality obligations to the Disclosing Party.

Each party agrees to the following obligations regarding the other party's Confidential Information during the term of this Agreement and thereafter:

The Receiving Party shall maintain the confidentiality of the Confidential Information with at least the same degree of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care.

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The Receiving Party shall not disclose the Confidential Information to any individual, entity, or third party except as expressly permitted under this Agreement or as required by applicable law, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory authority.

In the event disclosure is required by law or deemed advisable by legal counsel, the Receiving Party shall, to the extent permissible, promptly notify the Disclosing Party to allow for protective measures or other appropriate action.

6. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children ("NCMEC"). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult Gaggle's Data Privacy Policy.

7. SUPPORT

Gaggle maintains a comprehensive case management system to address all Customer issues efficiently. Standard customer service is available during the following hours: Monday through Friday: 6:00 AM to 7:00 PM Central Time (CT).

Customers may contact Gaggle via: Email: support@gaggle.net; Telephone: 800-288-7750; or Live Chat: Accessible within the Gaggle interface or on the Gaggle website.

For after-hours assistance, Gaggle monitors a dedicated email account at support@gaggle.net.

Gaggle offers additional technical support 24 hours a day, seven days a week. Response times vary based on the severity of the issue:

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- Critical Issues: Response within six (6) hours.
- Informational Requests: Response within twenty-four (24) hours.

This structured approach ensures timely and effective support for all Customer needs.

8. ASSIGNMENT

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Such consent may only be granted if: (a) The assignee agrees in writing to be bound by the terms of this Agreement and (b) The assigning party remains liable for all obligations incurred under this Agreement prior to the assignment.

Any attempted assignment or transfer in violation of this section shall be null and void.

9. TERM OF AGREEMENT

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 11 or upon the expiration of the last Service Term or Renewal thereof.

10. AUTOMATIC RENEWAL OF SERVICES

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

11. TERMINATION

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), or your Gaggle Contract.

You can cancel your Services by sending your cancellation notice to Gaggle, 8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

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12. REPRESENTATIONS AND WARRANTIES

Each party represents, covenants, and warrants to the other that no applicable law, regulation, rule, or governmental requirement exists that (i) restricts or limits the party's ability to fully perform and comply with all obligations under this Agreement or (ii) impairs the rights of the other party as provided in this Agreement.

Gaggle represents, covenants, and warrants that it will provide the Services: (i) in all material respects, as described in the applicable end user documentation (if any); (ii) in a professional manner and in accordance with generally accepted industry practices; and (iii) in compliance with all applicable laws and regulations.

If the Services provided to Customer fail to meet the warranties described above, the Customer agrees to promptly notify Gaggle in writing of the deficiency.

Gaggle represents, covenants, and warrants that the Services will not (i) infringe any copyright, trademark, or patent rights or (ii) misappropriate any trade secret. If the Customer's use of the Services is restricted as the result of a claim of infringement, Gaggle will do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Service to avoid the infringement; or (iii) procure for the Customer the right to continue to use the Service free of the restrictions caused by the infringement.

The Customer represents, covenants, and warrants that it will: (i) use the Services only in compliance with this Agreement and all applicable laws and regulations; (ii) ensure that its content does not (A) infringe any copyright, trademark, or patent rights; (B) misappropriate any trade secret; (C) be deceptive, libelous, obscene, pornographic, or unlawful; (D) contain viruses, worms, or other malicious software intended to damage the Company's systems or data; or (E) violate the privacy or other rights of any third party.

While Gaggle is not obligated to monitor the Customer's use of the Services, it may do so and may prohibit any use of the Services that it reasonably believes violates this Agreement or applicable laws and regulations.

If the Customer is a government entity, agency, organization, or party (including a school or school district), the Customer represents, warrants, and covenants that it has taken all necessary actions, complied with all requirements, and obtained all consents and reviews to enter into and perform this Agreement in accordance with its terms and conditions.

The Customer represents, covenants, and warrants that the software provided under this Agreement will be treated as "commercial computer software" and "commercial computer software

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documentation" under applicable governmental laws, regulations, or rules.

13. DISCLAIMERS AND EXCLUSIVE REMEDIES

Gaggle provides Services to your organization to assist it in protecting and promoting the well-being of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize the detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guarantee that all unsafe communications can or will be detected while monitoring your student's online communications and content and other digital activities without limitation.

Your organization is responsible for reviewing all Gaggle communications and taking all reasonable and precautionary actions required by your organization to protect the interests of students, including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

Gaggle does not guarantee that (i) the Services will be performed error-free or (ii) the Services will operate in combination with Customer's content, applications, or any other hardware, software, systems, services, or data not provided by Gaggle. Gaggle is not legally obligated to adhere to any specific response timeline or window for addressing communications or incidents. The Customer acknowledges that any timelines provided by Gaggle are estimations and not binding commitments.

The Customer acknowledges that Gaggle does not control the transfer of data over communication facilities, including the Internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. Gaggle is not responsible for any issues arising from the performance, operation, or security of the Services that are caused by Customer's content or applications or third-party content (including publicly available data or other third-party data) or services, and Gaggle disclaims all liabilities related to third-party content or services.

Notwithstanding any other provision in this Agreement, Gaggle does not guarantee or warrant: (i) that the Services will function with 100% precision to prevent harm, self-harm, or exposure to inappropriate, harmful, unsafe, or obscene content for minors; (ii) that the Services will fulfill Customer's obligations, if any, under the Children's Internet Protection Act (CIPA); (iii) that the Services will prevent or otherwise discourage cyberbullying or harm or self-harm by students; (iv) that the Services will detect all instances of cyberbullying and self-harm by students; (v) that all social media sites, streaming media, web-based email services, cloud storage sites, or other internet sites (including inappropriate sites for minors, such as pornographic, gambling, or other restricted sites) will be blocked or monitored; (vi) the accuracy or reliability of any information obtained through the

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Services, including but not limited to third-party data, or the results of any queries or searches submitted by Customer for screening visitors; or (vii) that the Services will detect or prevent the entry of unauthorized individuals onto Customer's premises in violation of applicable laws or Customer policies.

In the event of a breach of the Services warranty, Customer's exclusive remedy and Gaggle's entire liability shall be: (i) the correction of the deficient Services that caused the breach, or (ii) if Gaggle cannot substantially correct the deficiency in a commercially reasonable manner (as determined solely by Gaggle), Customer may terminate the Services. In this case, Gaggle will refund the Customer the fees for the terminated Services that were pre-paid for the period following the effective date of termination. Gaggle will also make commercially reasonable efforts to provide Customer with a reasonable opportunity to access the Services for the purpose of securing and backing up Customer's user data.

The tele-therapy and crisis support services provided by Gaggle aim to support the emotional and mental well-being of students. Tele-therapy and crisis support are not replacements for in-person therapy, medical treatment, or emergency services. If a student is experiencing a crisis or an immediate threat to safety, contact emergency services by dialing 911 or visit the nearest emergency facility.

Information shared during tele-therapy or crisis support will not be disclosed without your permission, except as required by law. Gaggle complies with mandated reporting laws, including reporting threats of harm to self or others or suspicion of abuse or neglect. Gaggle does not guarantee specific outcomes from tele-therapy or crisis support services. Progress and results may vary based on individual circumstances and participation. Tele-therapy services are delivered through virtual platforms that may carry inherent risks, including technical issues, potential data breaches, or unauthorized access. Gaggle takes reasonable precautions to ensure the security of virtual communications but is not liable for breaches outside its control. Accessing tele-therapy requires reliable internet connectivity and compatible devices.

Crisis support services are intended to provide immediate, short-term assistance and guidance during moments of distress. These services are not designed for ongoing therapy or long-term counseling. Crisis support via telephone may be limited in its ability to fully assess or address a student's situation. Crisis support is not an emergency response service. While trained professionals will provide support and resources, they are not equipped to dispatch emergency services directly.

14. LIMITATION OF LIABILITY, STATUTE OF LIMITATIONS

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you or (ii) for any indirect, incidental, punitive, or consequential damages of

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any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to the use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

15. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any third-party beneficiaries, nor shall it confer any rights or claims upon any third party against either party to this Agreement.

16. MESSAGE STORAGE, CONTENT STORAGE, AND OTHER LIMITATIONS

The amount of email and content storage available for each user is subject to limitations based on the terms specified in your Gaggle Contract. These limitations may vary depending on the specific plan or service level agreed upon.

17. COMMUNICATIONS

Except for any disclosure by you for technical support purposes or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and non-proprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership, including without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

18. MISCELLANEOUS

Gaggle provides Services to your organization to assist it in the protection of your students and your

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organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize the detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guarantee that all unsafe communications can or will be detected while monitoring your student communications or website content.

Your organization is responsible for reviewing all Gaggle communications and taking all reasonable and precautionary actions required by your organization to protect the interests of students, including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

19. NOTICES

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department, and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

20. INDEMNIFICATION

To the extent permitted by federal and state laws, Customer agrees to indemnify, defend, and hold harmless Gaggle from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any breach of this Agreement by Customer, (b) any gross negligence or willful misconduct by Customer, (c) Customer's violation of law, or (d) any third-party claims arising from Customer's use of the services provided by Gaggle, except to the extent that such claims arise from Gaggle's breach of contract, gross negligence, or willful misconduct.

To the extent permitted by federal and state laws, Gaggle agrees to indemnify, defend, and hold harmless Customer from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any breach of this Agreement by Gaggle, or (b) any gross negligence or willful misconduct by Gaggle in the performance of the services under this Agreement.

Notwithstanding the foregoing, Gaggle's indemnification obligations shall be limited to the extent that such claims or demands result from Customer's breach of contract, gross negligence, or willful misconduct. Gaggle shall have no indemnification obligation for damages resulting from the breach of contract, gross negligence, or willful misconduct of Customer, its officers, employees, agents, or assigns.

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Gaggle shall not be liable for any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) any actions or omissions of third parties over which Gaggle has no control, or (b) any professional services provided by Gaggle in a competent and professional manner in accordance with industry standards.

21. TAXES

All fees set forth in this Agreement and any invoices shall include all applicable taxes, except for "Transaction Taxes," which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if applicable, will be separately stated on the invoice and must be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes.

Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable governmental authority. Gaggle shall pay (without reimbursement by Customer) and shall hold Customer harmless against any penalties, interest, or additional taxes that may be levied or assessed as a result of Gaggle’s failure to invoice or delay in paying any such taxes.

"Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, but excludes any tax on income, real or personal property taxes, or payroll taxes.

22. TRADEMARKS

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the exclusive property of Gaggle.Net, Inc., and/or their respective owners. You do not have any right to use these Trademarks. Nothing in the Gaggle Services grants you a license or any other right, whether by implication, waiver, estoppel, or otherwise, to use any of the Trademarks, except with the prior written consent of Gaggle or the respective owner.

23. ACKNOWLEDGMENT OF OWNERSHIP RIGHTS AND DISCLOSURE OF DELIVERABLES

Gaggle retains full ownership of all rights, title, and interest worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the provision of its services under this Agreement, including Gaggle's Confidential Information; and (ii) any frameworks, methodologies, processes, inventions, analytical tools, and industry data or insights developed or utilized by Gaggle in providing such services, along with all associated intellectual property rights (collectively, "Gaggle IP"). The Customer acknowledges that no ownership rights are transferred to it under this Agreement.

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24. FORCE MAJEURE

Except for payment obligations already due and owing, any delay or failure in performance by a party under this Agreement will not be considered a breach and will be excused to the extent caused by events beyond the reasonable control of the affected party. The affected party must promptly notify the other party of the force majeure event, use its reasonable commercial efforts to promptly correct such failure or delay in performance, and resume performance as soon as practicable once the event has subsided. If the event continues for thirty (30) days or more, the non-affected party may terminate this Agreement immediately by providing written notice to the non-performing party. Events beyond a party's reasonable control include, without limitation, acts and omissions of that party's service providers.

If Customer terminates the Agreement due to force majeure, Gaggle shall refund any pre-paid fees for the terminated services, covering the period after the effective termination date. Gaggle shall also make commercially reasonable efforts to provide Customer with access to the Services for retrieving User Data. In all other instances of delay or failure under this Section, where Customer does not or cannot terminate the Agreement, Customer shall not be entitled to any service credit or refund.

25. USE OF INDEPENDENT CONTRACTORS

In providing services under this Agreement, Gaggle reserves the right to engage independent contractors, subcontractors, or other third parties (collectively, "Independent Contractors") as deemed necessary to fulfill the obligations of this Agreement. Gaggle shall remain fully responsible for the performance of all services provided, regardless of whether they are performed directly by Gaggle or by Independent Contractors.

The engagement of Independent Contractors will not alter or diminish any warranties, representations, or obligations set forth in this Agreement. Gaggle ensures that all Independent Contractors are qualified and capable of performing their assigned duties in accordance with the standards agreed upon in this Agreement.

This provision allows Gaggle to efficiently allocate resources and expertise to deliver the highest level of service while maintaining accountability for all aspects of service delivery.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with that provision severed or as modified by court order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the

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purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary because of the court determination. If the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

27. CHOICE OF LAW

This Agreement, and any actions arising out of or in connection with it, shall be governed by, construed, and enforced in accordance with the laws of the state or jurisdiction in which the Customer is established, without regard to its conflicts of law principles. Should Gaggle need to enforce the terms of this Agreement, Gaggle shall be entitled to any and all attorneys' fees and costs incurred, along with any damages to which it may be entitled.

28. VIOLATIONS

If you become aware of any violations of these Terms & Conditions, please report them to Gaggle's Customer Service department by calling 800-288-7750, emailing support@gaggle.net, or faxing 309-665-0171.

29. GENERAL QUESTIONS

For any questions regarding these Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, email support@gaggle.net, or fax 309-665-0171.

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www.gaggle.net | P 800-288-7750 | F 309-665-0171
8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515

Service Level Agreement

This Service Level Agreement ("SLA") is entered into by and between Gaggle.Net, Inc., a Delaware corporation with its operational office located at 8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515 ("Gaggle"), and the entity identified as the customer in the applicable Contract for Services ("Customer"). Gaggle and Customer are collectively referred to as the "Parties." This SLA governs the provision of Gaggle Solutions (the "Services") as specified in the applicable Gaggle invoice and Gaggle Contract. The Services described in this SLA, which may be purchased individually or collectively and without limitation, only apply to Customers who have purchased those specific Services as outlined in their agreement with Gaggle.

This Service Level Agreement (SLA) sets forth the mutual understanding and expectations regarding Gaggle's commitment to delivering the purchased Services with maximum performance and uptime. The fees, terms, and conditions applicable to the Services are additionally outlined in the corresponding Gaggle invoice, Gaggle Contract, Terms and Conditions, Student and Staff Data Privacy Notice, and Website Privacy Policy, all of which are incorporated by reference.

1. Descriptions of Services

Safety Solutions on School-Provided Technology

Gaggle provides comprehensive safety monitoring for students across district-issued devices and accounts, identifying students in crisis through advanced monitoring and alerting systems. At the core is a sophisticated machine learning model that analyzes student-generated content for keywords, tone, context, and sentiment, with human review to ensure accuracy. The system adapts to evolving student communication styles and addresses a broad range of risks, including self-harm, bullying, suicide, abuse, drugs, sexual content, and more. Gaggle also features a Quarantine function that removes sexually explicit material involving minors and all pornography from district Google Drive and Microsoft OneDrive accounts. This protects students by removing access to harmful content and shields districts from liability. Gaggle's cloud-based, device-agnostic solution requires no additional hardware and offers protection whenever students log into their district accounts.

Safety Management

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

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Gaggle shall not make Safety Management available to Customers until they have provided Gaggle with designated emergency contact information. "Designated emergency contact" means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, the Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately make the appropriate changes to the affected user profile in the Gaggle Portal, and notify Gaggle of all applicable changes. Your failure to update and notify Gaggle of any changes to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

The appropriate Gaggle incident response rubric will be shared with designated emergency contacts upon assignment and remains available upon request at any time. As the safety landscape evolves, the rubric is periodically reviewed and updated.

Web Activity Monitor (WAM)

Gaggle's Web Browser Extensions are an additional safety layer. The extensions monitor student activity on school-provided devices or, in certain optional cases, when students log in via their school-issued accounts on non-school computers. The extension is a lightweight add-on that does not interfere with or block activity on the device. The extension monitors content entered into the browser. This includes internet searches, text entered into emails, forms, social media sites, chat boxes, websites, geolocation, and more. Customers will receive a screen capture from the student browser for user-created incidents. Activity that indicates bullying, suicide ideation, self-harm, and/or threats of violence will result in email notifications and immediate emergency phone calls when warranted.

Web Filter

Web Filter monitors and blocks access to inappropriate websites and content based on predefined policies set by the Customer. Customers can customize policies to align with their specific needs and guidelines, ensuring a safe and appropriate online environment for students.

After Hours

Gaggle Safety Team Members will alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being. Possible Student Situation (PSS) incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team. Gaggle will reach out to local authorities or social workers to perform a wellness check.

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Gaggle will pull data from the district's Student Information System (SIS) so that we can provide the relevant information to authorities. Files with the student data will need to be uploaded daily via a file transfer (sFTP) for each group.

SpeakUp for Safety Tipline

Gaggle SpeakUp for Safety Tip Line is a one-way, anonymous reporting tool that empowers students, staff, and parents to report safety concerns confidentially. This service fosters a culture of safety by addressing issues such as bullying, threats, suicidal ideation, self-harm, and other risks to student well-being.

Gaggle's Safety Team monitors submissions 24/7/365, filtering non-actionable tips and notifying designated district staff of concerns via email for non-emergencies. In urgent situations, the team contacts school officials directly and can initiate wellness checks if necessary.

The service includes an automated acknowledgment of submitted tips, a dedicated phone number for text and call reports and regular reminders to students about the tip line.

Student Information System (SIS) Integration

Gaggle's Student Information System (SIS) integration services streamline the process of syncing critical student data with Gaggle's safety solutions. By integrating with a district's SIS, Gaggle can access up-to-date student records, such as contact information, grade levels, and school assignments, to enhance the accuracy and efficiency of incident response. This integration ensures that alerts and notifications are directed to the appropriate personnel and that any necessary follow-up, such as wellness checks, includes accurate and relevant student details. The value of this integration lies in its ability to improve response times, reduce manual data management, and provide contextually rich information to school administrators and emergency contacts. This enables more informed decisions and better support for student safety and well-being. Gaggle only shares information necessary to initiate a wellness check, such as student and guardian contact information.

Safety Net

Gaggle's Safety Net service provides additional support to ensure that students receive the attention they need following a concerning alert. Safety Net steps in by having Gaggle's counselors follow up with students three days after an alert is triggered. Using messaging tools like SMS text, web chat, Google Chat, or Microsoft Teams, Gaggle's counselors reach out to offer support and ensure that critical situations are addressed. Weekly updates are provided to keep school teams informed on

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which students need further assistance and which are doing well. While designated emergency contacts still handle the primary alerts, Safety Net acts as an extra layer of support.

Applicable Safety Solutions Subscription Services May Include but are not limited to:

- Automated analysis of student-generated content on school-issued accounts and devices, with human review to identify potential risks such as self-harm, bullying, violence, drug use, and explicit content.
- Real-time alerts sent to designated emergency contacts for urgent concerns, with immediate escalation to law enforcement when warranted.
- Identification and removal of sexually explicit material and other harmful content from district cloud storage (e.g., Google Drive, Microsoft OneDrive).
- Monitoring of student web activity via browser extensions, capturing search queries, online interactions, and user-created incidents.
- 24/7 monitoring of safety tips submitted by students, staff, and parents, with appropriate filtering and escalation.
- Wellness checks and emergency outreach facilitated in partnership with local authorities for critical incidents occurring outside school hours.
- Secure data integration to enhance accuracy and efficiency in incident response.

Gaggle's solutions are cloud-based and device-agnostic, ensuring continuous protection whenever students use their school-provided accounts.

Billing and Subscription Information

- The Customer agrees to the standardized subscription rate for Gaggle's Safety Management Services, as outlined in the Gaggle invoice.
- Subscription fees may be supplemented by grants, district funding, or third-party resources.
- Service activation requires an initial subscription payment, with renewal terms as specified in the agreement.
- The subscription term begins with the Service Start Date.

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Mutual Obligations

Customer Agrees To:

- Maintain confidentiality of all student safety alerts and reports in accordance with applicable privacy laws and policies.
- Provide accurate and up-to-date designated emergency contact information in the Gaggle Portal.
- Secure appropriate parental consent where necessary for the monitoring of student accounts and communications.
- Ensure school personnel take appropriate action upon receiving alerts from Gaggle's Safety Management system.
- Provide a minimum of 30 days' notice for contract termination to allow for proper transition planning.

Gaggle Agrees To:

- Provide continuous 24/7/365 monitoring of student activity on district-provided technology.
- Notify designated emergency contacts promptly regarding student safety concerns.
- Ensure all activities, including monitoring and alerting procedures, comply with state and federal privacy laws (e.g., FERPA, COPPA).
- Provide school districts with a secure Reporting Dashboard to track incidents and trends.
- Maintain professional liability coverage and data security measures to protect student information.
- In cases where a student is at immediate risk of harm (e.g., self-harm, violence), Gaggle will initiate emergency protocols, which may include contacting district personnel, emergency responders, or designated local authorities.
- Continuously update machine learning models and incident response protocols to reflect evolving student communication patterns and emerging risks.

Gaggle is committed to supporting schools in maintaining a safe and secure digital environment for students while ensuring compliance with all applicable privacy regulations.

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Mental Health Services

Gaggle's mental health services provide accessible, professional support to help students and staff address underlying challenges and build resilience, creating pathways to long-term well-being. They also provide students with instant, 24/7 access to support when they need it most, fostering a sense of connection and security.

Gaggle Therapy

Gaggle shall provide outpatient individual and group and family tele-therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. Students will participate in ongoing video sessions for a duration determined by the provider. Sessions will be scheduled at convenient times for students, including evenings and weekends.

All Gaggle Therapy Services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

Applicable Therapy Services May Include but are not limited to:

- Video conference mental health therapy and coaching services, consultation, collaboration with school staff, documentation and planning, parent contact, and service coordination.
- Assessments, e.g., pre- and post-assessments and intervention services; initial and biennial assessments. Additional assessments will be administered where outlined in the student's assessment plan.
- Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews. All such services are billed at the same rate as clinical sessions, as a Coordinated Care session.

  This Agreement also governs Customer's use of Licensed Mental Health professionals to provide Services.

Billing and Retainer Information

- The Customer agrees with the standardized hourly rate for Gaggle Mental Health Services.
- Cost for services may be supplemented by Medicaid, Private Insurance, Grants, or other third-party funding.

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- The Customer agrees to secure Gaggle Mental Health Services with an initial retainer, outlined in the Gaggle Invoice. The parties recognize that the retainer billing may vary over the term of the contract, and an additional retainer may need to be secured to continue services for students.
- Retainer expires 12 months from Service Start Date. In the event of an unused retainer amount, that amount can be extended for an additional 12 months.
- If the full contract value is not utilized within the first 12 months and the remaining retainer is carried over to the following 12 months, a 10% Therapist Retention Fee will be applied to the unused retainer amount.
- For Grant Funded Retainers, if 40% of the retainer is not used by the end of the 12-month term, a 10% Therapist Retention Fee will be charged to the remaining retainer balance.
- If, 24 months after the original Service Start Date, the District has an unused portion of its retainer for Therapy Services, Gaggle agrees to allow the District to roll over the unused balance into a subsequent agreement, subject to the following conditions:
    - Renewal Requirement: The District must enter into a new agreement for Therapy Services with Gaggle before the expiration of the original agreement, with a minimum retainer amount of 1.5 times the remaining retainer balance at the end of the current term.
    - Rollover Period: Any unused balance rolled over from the prior agreement must be used within one hundred twenty (120) days of the commencement date of the new agreement.
    - Non-Transferability: Rolled-over hours may not be transferred to other services, agreements, or entities, and must be used solely for Therapy Services under the renewed agreement.
- The retainer is due and payable upon receipt of the invoice. Invoices outstanding for over 60 days are subject to a 1% per month late payment penalty.
- Client No-Show is an Unplanned Client Absence. If the Client cancels a session with less than 24 hours advance notice or the session does not occur due to a Client absence (“Unplanned Student Absence”), the Customer agrees to pay Gaggle the applicable Rate to cover a portion of the scheduled session.

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- Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.
- Customers who choose not to use the retainer model pricing will incur a 5% service fee.

Mutual Obligations

Customer agrees To:

- To maintain the confidentiality of professional reports as required by state law or professional standards.
- To provide any necessary information for each student referred to Gaggle Mental Health Services.
- To secure informed consent from students and families prior to referring students to Gaggle Mental Health Services.
- To provide a suitable, legally-compliant area to administer mental health services if a student is otherwise unable to secure a private or appropriate location.
- To provide a minimum of 30 days' notice if canceling services to ensure sufficient time for transitioning clients who are currently receiving services.

Gaggle Therapy agrees to:

- To provide licensed mental health professionals that may include counselors, therapists or therapist associates under clinical supervision that have passed a background check and screening in accordance with applicable state law.
- Mental Health providers licensed in other states may also be used, and such licenses shall be provided, upon request, to the Customer.
- To provide the school district with account statements reflecting the services provided and the current retainer balance.
- To ensure all providers are covered by professional liability insurance and maintain bodily injury coverage.
- To provide access to the district Reporting Dashboard for monitoring the progress of clients.
- To maintain the confidentiality of student records as required by FERPA and applicable state

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law or professional standards and to honor any previously signed Data Privacy Agreement and Student & Staff Data Privacy Notice.

- In the event a client presents as suicidal, homicidal, or other behaviors that would cause the client or any other person immediate danger of harm, the provider will ask the client to speak to parent/guardian (in-home session) or district personnel (in- school session) located nearest to the client's current location. If they cannot or will not comply, the provider will contact their local police/EMS dispatch and make every effort to keep the client engaged when emergency personnel arrive.
- If a provider has concerns regarding the welfare of a client, the provider will contact the appropriate authorities in the state where the client resides.
- To maintain the confidentiality of student and staff safety management information as outlined in our Student & Staff Data Privacy Notice.
- To maintain the confidentiality of student and staff Gaggle therapy information.

ReachOut and ReachOut Proactive

Gaggle will provide crisis response and de-escalation for students 24x7 via call, text, web chat, Google Chat, or Microsoft Teams. Gaggle will provide each customer with a specific local number to connect with a ReachOut crisis counselor. ReachOut is staffed with trained crisis counselors to address youth crisis situations. ReachOut can include proactive check-ins with students. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation. ReachOut is designed for in-the-moment response and not to be used as ongoing therapy or counseling services.

Applicable ReachOut and ReachOut Pro Subscription Services May Include but are not limited to:

- Crisis response via call, text, or web chat, providing active listening and de-escalation for students 24x7. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation.
- Collect as much relevant information from the student related to the situation, such as name, location, school, and involved parties to pass along to district partners and/or local authorities in efforts to provide additional support to the students using ReachOut.
- Follow up with customers and/or local authorities on student conversations based on the severity of the specific situation and include any relevant data collected.

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- Provide reports to customers detailing the volume and details of the held conversations.
- Proactive communication with students as well-being check-ins and/or reminders of service.

Billing and Subscription Information

- The Customer agrees to the standardized subscription rate for Gaggle's ReachOut and ReachOut Pro Services, as outlined in the Gaggle invoice.
- Subscription fees may be supplemented by grants, district funding, or third-party resources.
- Service activation requires an initial subscription payment, with renewal terms as specified in the agreement.
- The subscription term begins with the Service Start Date.

Mutual Obligations

Customer Agrees To:

- To provide Gaggle with appropriate contact information for local authorities and local resources to refer students who need additional support.
- To promote the ReachOut services to the district by regularly advertising the provided number and web chat widget.
- To maintain the web chat widget on a district website accessible to students.
- Gaggle ReachOut and ReachOut Pro are not to be used for ongoing therapy or counseling services.
- Enable appropriate communication tools to allow proactive contact with students.

Gaggle Agrees To:

- To provide 24/7 access to communication with trained crisis counselors via call, text, or chat.
- Ensure that all crisis counselors have been adequately trained in de-escalation techniques and have passed a background check and screening in accordance with applicable state law.

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- To provide a specific local number for the customer that can be used for both calling or texting to connect to a trained crisis counselor.
- To provide materials to promote the crisis number to their school community.
- To provide a regular report and summary of communications received through the system.
- To maintain the confidentiality of student records as required by FERPA, state law or professional standards, and to honor any previously signed Data Privacy Agreement.
- To maintain the confidentiality of student and staff safety management information as outlined in our Privacy Policy.
- To maintain confidentiality of student and staff information.

Archiving Solutions for School Data Compliance and Security

Gaggle's archiving and backup services provide secure, cloud-based storage for critical school data, ensuring long-term retention, compliance, and easy access. Archive focuses on preserving important records for legal and regulatory requirements, while Backup enables quick recovery in case of accidental loss or system failure. These services eliminate reliance on on-premises hardware, offering a scalable and efficient data management solution.

Archiving Services

Gaggle shall retain and securely store Customer email messages up to 50 megabytes (MB) in size and cloud-based (Drive) files up to 300 megabytes (MB) in size.

This service includes:

- Full-text indexing for easy retrieval of archived content.
- Tiered administrator access permissions to control data visibility and security.
- Granular litigation management tools for legal and compliance needs.
- Audit logs tracking access and activity for transparency.
- Policy-based data retention ensuring compliance with regulatory and district-specific requirements.

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- Advanced search, data recovery, and export options for streamlined data management.

Upon request, for an additional charge, all email content and cloud-based files archived by Gaggle may be delivered to the Customer.

Applicable Archiving and Backup Subscription Services May Include but Are Not Limited To:

- Secure, long-term retention of email communications and cloud-based documents.
- Full-text search and advanced filtering to locate archived content quickly.
- Litigation hold and legal discovery tools to meet compliance requirements.
- Automated backup and recovery to prevent data loss.
- Integration with district data retention policies for seamless compliance.

Billing and Subscription Information

- The Customer agrees to the standardized subscription rate for Gaggle's Archiving and Backup Services, as outlined in the Gaggle invoice.
- Subscription fees may be supplemented by district funding, grants, or third-party resources.
- Service activation requires an initial subscription payment, with renewal terms specified in the agreement.
- The subscription term begins with the Service Start Date.

Mutual Obligations

Customer Agrees To:

- Maintain confidentiality of all archived data in accordance with applicable privacy laws and policies.
- Ensure compliance with district data retention policies when utilizing Gaggle's Archiving services.
- Secure appropriate access controls and permissions for designated personnel managing archived data.

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- Provide a minimum of 30 days' notice for contract termination to allow for proper transition planning.

Gaggle Agrees To:

- Provide secure, cloud-based archiving and backup solutions with continuous availability.
- Ensure all archiving and backup processes comply with state and federal privacy laws (e.g., FERPA, COPPA).
- Offer administrator access controls, search functionality, and data recovery tools.
- Maintain audit logs to track access and modifications to archived data.
- Deliver archived data upon Customer request, subject to additional fees where applicable.

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, and the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data, as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

Gaggle will fulfill its obligations and deliver services in accordance with the service-specific response rubric provided to and reviewed with the customer. This rubric defines the expected incident response actions corresponding to each incident severity level. Gaggle reserves the right to update the rubric at any time to ensure it remains aligned with evolving best practices and the specific needs of the customer.

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3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control include but are not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle, including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime, including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms and Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and end on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. The Customer is responsible for

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communicating all usernames and passwords to its users. The Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. The Customer is responsible, at its own cost and expense, for maintaining all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. The Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

The Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle in written or digital format. All Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT, Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms and Conditions. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

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8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department, and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

10. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with that provision severed or as modified by court order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary because of the court determination. If the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

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gaggle

www.gaggle.net | P 800-288-7750 | F 309-665-0171
8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515

Student and Staff Privacy Notice

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Safeguard the privacy of student and staff information.
- Ensure that the only authorized channel for private student or staff information is through the school district.
- Not sell or rent student or staff information.
- Not behaviorally target advertising or show advertising to any user.
- Use data for authorized education purposes only.
- Enforce strict limits on data retention.
- Support parental access to and correction of errors in their children's information.
- Provide comprehensive security standards.
- Be transparent about the collection and use of data.

Definition of Data

Data includes all personally identifiable information (PII), or material or information that is linked to PII, and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content. See the Data Collection section for specific data types.

Scope of Policy

This Policy describes the types of information we may collect or that you may provide when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we

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collect offline or on Gaggle websites (such as our company website) or to information that you may provide to, or is collected by third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference "granting or allowing access," we are referring to both intentional actions, such as an administrator authorizing a Gaggle account for a teacher, as well as unintentional actions and consequences that may flow from, for example, a school's failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, or other applicable state student record laws, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle Solutions and the sensitive information that may be accessible to that party through Gaggle Solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students' education records. As defined in FERPA, "education records" are "those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution." PII from education records includes information such as a student's name or

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identification number, which can be used to distinguish or trace an individual's identity, either directly or indirectly, through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) obtain prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students' education records to enable the use of Gaggle Solutions to promote school safety and the physical security of students. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, **to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell or rent rosters of student PII to third parties.**

FERPA (§ 99.31(a)(1)(i)(B)) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers, or other third parties provided that the outside party: Performs an institutional service or function for which the agency or institution would otherwise use employees; Is under the direct control of the agency or institution with respect to the use and maintenance of education records; Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; and Meets the criteria specified in the school or local educational agency's (LEA's) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records. Here, Gaggle is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the educational institution would otherwise use its own employees; is under the direct control of the educational institution with respect to the use and maintenance of student data, and is using student data only for an authorized purpose and in furtherance of such legitimate educational interest.

COPPA and Children Under the Age of 13

The Children's Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998. Gaggle Services participates in the iKeepSafe Safe Harbor program. If you have any questions or

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need to file a complaint related to our privacy policy and practices, please do not hesitate to contact the iKeepSafe Safe Harbor program at COPPAprivacy@ikeepsafe.org

1. Individual children are not allowed to sign up for any Gaggle solutions. **The only way a child may obtain access to a Gaggle solution is through their school.**

2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade levels, and ID numbers in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.

3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of **Possible Student Situations (PSS),** which may be reported to law enforcement.

To protect your students, the school, or the district against the risks involved in handling sexually explicit content involving minors, **Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC).** It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If, after providing that notice, we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give schools or school districts notice of those changes and any choices they may have regarding student or staff data. Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial

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transfer of assets, we will provide you with notice within thirty (30) days following the completion of such a transaction by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of your information by such a successor company, subject to applicable law, you may request its deletion from the company.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued guidance on de-identifying PII in education records. In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services in accordance with FERPA. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. **We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.**

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using TLS technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a "best practice." That said, unfortunately, the transmission of information via the internet is not completely secure and although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle, undergoes rigorous annual audits to ensure data security and privacy. These include a SOC 2 Type 2 audit, demonstrating adherence to security, availability, and privacy standards with no reported deficiencies. Penetration testing proactively identifies and addresses system vulnerabilities. Furthermore, Gaggle successfully completed the systematic iKeepSafe Technical Vulnerability Assessment (TVA), a specialized foundational security evaluation with tests across 10 critical

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domains, confirming that essential security measures are properly configured to protect students and their data. These measures collectively highlight Gaggle's strong commitment to data protection.

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- Types of Data we can collect: Student first and last name, Student Physical Address, Student ID, Parent/Guardian First and last name, Parent/Guardian Physical address, Parent/Guardian Phone/Mobile Number, Parent/Guardian Email Address. While Gaggle can collect this data if provided by the district, the student email is the only required data point for Gaggle Services to be enabled.
- The approximate location of a student will be collected through the Gaggle browser extension. This information will be included in incident alerts and will only be accessible to users with full access to Incident Workflow.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product. All data is used only for the purpose for which it was collected for product requirements to ensure student safety.

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- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.

Data Storage

- While aggregate data is maintained, none is shared with unrelated third parties.
- **Third-Party Subprocessors**
    - **AWS (Amazon Web Services)** - for providing servers, databases and network infrastructure for storage, service delivery and other related services.
    - **CoreSite** - Physical Data Center that houses IT infrastructure for delivering applications and services. This location/Infrastructure is also used as a failsafe to provide 24/7 security and access control to our services.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Gaggle, along with its technology subprocessors AWS and CoreSite, perform yearly SOC 2 Type 2 audits. These audits verify the security, availability, and privacy of their services and systems, ensuring adherence to established trust principles. The annual nature of the audits highlights a continuous commitment to maintaining robust security practices. This process aims to provide assurance to clients regarding the trustworthiness of Gaggle's data handling and infrastructure.

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Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- **No user data is ever sold or rented to third parties. As such, an opt out is unnecessary.**
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- **Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.**
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.
- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.
- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- **Gaggle does not engage in contextual or behavioral marketing with students.**

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Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school's acceptable use policy.
- COPPA parental consent is provided via the school or district operating in **loco parentis.**
- Parental consent with respect to third parties does not apply as there are no third-party relationships and **consent is provided by the school or district.**
- Parental consent can be withdrawn via arrangements with the school or district.
- **Parental consent notice and submission methods are provided via the school or the district.**

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers within 30 days by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
8770 West Bryn Mawr Avenue
Suite 1300
Chicago, IL 60631-3515
Phone: (800) 288-7750
Email: support@gaggle.net

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8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515

Website Privacy Policy

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit http://www.gaggle.net (the “Company Site”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at https://www.gaggle.net and not Gaggle.Net, Inc. (“Gaggle”) Solutions (“Services”).

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our Student and Staff Data Privacy Notice, Terms and Conditions, and Service Level Agreement. In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

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To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our Student Data Privacy Notice.

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, state, country, and telephone number ("personal information")
- About your internet connection (IP address, browser type, operating system, and browsing behavior), traffic data and location data (Log files, page interactions, and navigation patterns), and other data provided by tracking technologies (cookies and web beacons - see below for further details).

Tracking Technologies - Cookies & Web Beacons

The Company Site uses cookies and similar tracking technologies to enhance user experience, analyze site traffic, and personalize content. The types of cookies we deploy are:

- Essential Cookies: Required for website functionality
- Analytics Cookies: Used for site performance analysis (e.g., Google Analytics)
- Advertising & Third-Party Cookies: Used for marketing and retargeting

You may manage or disable cookies through your browser settings. However, restricting cookies may impact site functionality.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

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- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. (“Google”). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Service Cloud** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information

We use information that we collect about you, or that you provide to us while visiting the Company Site, including any personal information:

- To present the Company Site and its contents to you
- To provide you with information about solutions or services that you request from us or that may be relevant to you
- To fulfill any other purpose for which you provide it
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to the Company Site or any of our solutions or services
- In any other way that we may describe when you provide the information
- For any other purpose with your consent

Disclosure of Your Information

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We may disclose aggregated information about our visitors to the Company Site, and information that does not identify any individual, without restriction. Unless otherwise stated herein, we will not disclose to any third party personal information that we collect or that you provide unless you provide consent to do so. We may disclose your personal information:

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets
- To comply with any court order, law, or legal process, including responding to any government or regulatory request
- To enforce or apply our Terms and Conditions, Service Level Agreement, or Student and Staff Data Privacy Notice.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others

Choice/Opt Out

The Company Site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: 8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515
- You can call the following telephone number: 800-288-7750

Correcting and Updating Information

The Company Site gives users the following options for changing and modifying information previously provided:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: 8770 West Bryn Mawr Avenue, Suite 1300, Chicago, IL 60631-3515
- You can call the following telephone number: 800-288-7750

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Telephone Calls

Telephone calls to and from Gaggle may be recorded for training or monitoring purposes only.

Trademarks

All trademarks, service marks, trade names, logos, and graphics ("Marks") indicated on this site are registered trademarks of Gaggle, its affiliates, and/or licensors in the United States and other countries. You may not make any use of Gaggle Marks without the prior written consent of Gaggle.Net, Inc.

The company, solutions, and service names used on this website are for identification purposes only. All trademarks and registered trademarks are the properties of their respective owners.

Changes to This Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you via a notice on the Company Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Company Site and this privacy policy to check for any changes.

Contact Information

You can, and should, ask questions about this policy and our privacy practices, or feel free to report complaints. You should always feel free to contact us at:

Gaggle.net, Inc.
8770 West Bryn Mawr Avenue
Suite 1300
Chicago, IL 60631-3515
Phone: (800) 288-7750
Email: support@gaggle.net

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Certificate Of Completion

Envelope Id: 10072CC2-6A29-452F-B7A4-BC30FD7246A0
Subject: Gaggle Contract for your DocuSign Signature
Source Envelope:
Document Pages: 45
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Nereyda Briones-Salas
5050 Quorum Drive
Suite 700
Dallas, TX 75254
nereyda@gaggle.net
IP Address: 155.226.129.248

Record Tracking

Status: Original
7/31/2025 9:44:35 AM

Holder: Nereyda Briones-Salas
nereyda@gaggle.net

Location: DocuSign

Signer Events	Signature	Timestamp
Alice Schmitges alice.schmitges@bakerk12.org Security Level: Email, Account Authentication (None)	Signed by: Alice Schmitges 74E1BE76634F44E... Signature Adoption: Pre-selected Style Using IP Address: 208.75.175.44	Sent: 7/31/2025 9:45:03 AM Resent: 8/4/2025 10:35:24 AM Viewed: 8/4/2025 1:28:36 PM Signed: 8/4/2025 1:29:21 PM
Electronic Record and Signature Disclosure: Accepted: 8/4/2025 1:28:36 PM ID: 8b08abc7-f9e5-4df6-97e8-51b0e3512f3a		
Jennie Eft jennie@gaggle.net Gaggle Director of Sales Operations Security Level: Email, Account Authentication (None)	DocuSigned by: Jennie Eft ECE7EA004E3D407... Signature Adoption: Pre-selected Style Using IP Address: 2603:9000:4840:ee:4536:13e3:6888:8ac2	Sent: 8/4/2025 1:29:22 PM Viewed: 8/4/2025 1:42:00 PM Signed: 8/4/2025 1:42:08 PM
Electronic Record and Signature Disclosure: Accepted: 9/23/2024 7:05:02 AM ID: 5640fc8c-a3ca-4583-861e-ca32709ea4ad		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheryl Mccreary cheryl.mccreary@bakerk12.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/4/2025 1:42:09 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2025 9:45:03 AM
Certified Delivered	Security Checked	8/4/2025 1:42:00 PM
Signing Complete	Security Checked	8/4/2025 1:42:08 PM
Completed	Security Checked	8/4/2025 1:42:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Gaggle.net, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Gaggle.net, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: justin@gaggle.net

To advise Gaggle.net, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at justin@gaggle.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Gaggle.net, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to justin@gaggle.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Gaggle.net, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to justin@gaggle.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Gaggle.net, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Gaggle.net, Inc. during the course of your relationship with Gaggle.net, Inc..

EXHIBIT "A"

This Addendum and the following modifications ("Addendum") are hereby incorporated into the attached Agreement, and shall be binding on the signatory Parties. To the extent any terms and conditions between the Agreement and this Addendum conflict, the Addendum's terms and conditions shall supersede any conflicting terms and conditions of the Agreement, and the terms and conditions of the Addendum shall be binding and shall be controlling on the Parties.

Section I.

A. All references to "Contractor" herein shall be deemed to refer to the party(ies) who have entered into the agreement with the Baker County School Board ("Board") to which this attachment is affixed.

B. The terms contained herein shall prevail over any contrary or incompatible term within the attached agreement.

Section II.

A. **Level II Background Check** – Any individual providing services under this agreement who will (1) be at a school when students are present; (2) have direct contact with students; or (3) have access to or control of school funds shall have a Level II background check submitted through the Board. The Contractor shall be required to pay for all costs of the background reports. If it is discovered during the period of the agreement that Contractor substituted an unapproved individual for an approved individual for purposes of this agreement, then the agreement may be cancelled immediately by Board.

Section III.

A. **Indemnification -** The Board shall indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Board or its employees arising out of or in connection with the provisions of this agreement, up to the limits on liability prescribed in Section 768.28, Florida Statutes, including $200,000.00 per claimant and $300,000.00 per occurrence. Contractor agrees to indemnify and hold harmless the Board and its employees from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on the part of Contractor arising out of or in connection with the provisions of this agreement.

B. **Sovereign Immunity** – Except for as expressly provided in this agreement and Section 768.28, Florida Statutes, the Board does not waive its sovereign immunity.

Section IV.

A. **Governing Law and Venue -** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the county and circuit courts in the Eighth Judicial Circuit, Baker County, Florida and the United States District Court for the Middle District of Florida – Jacksonville Division shall have exclusive jurisdiction to enforce the terms of this agreement. Venue for any disputes shall exclusively lie in the state and federal courts for Baker County, Florida**.**

Section V.

A. Public Records – To the extent applicable to Contractor, Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

1. Keep and maintain public records required by the Board to perform the service.

2. Upon request from the Board's custodian of public records, provide the 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 under Florida's Public Records law 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Board.

4. Upon completion of the agreement, transfer, at no cost, to the Board all public records in possession of the Contractor or keep and maintain public records required by the Board to perform the service. If the Contractor transfers all public records to the Board upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

5. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Contract, Contractor shall contact the Custodian of Public Records at:**

   Felicia D. Raulerson
   Executive Secretary
   Baker County School Board
   270 South Boulevard East
   Macclenny, FL 32063
   (904) 259-0401
   felicia.raulerson@bakerk12.org

6. In the event the Board must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the Board because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

Section VI.

A. **E-Verify** – To the extent Section 448.095, Florida Statutes, applies to Contractor, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this agreement.

1. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the agreement.

B. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes, by the date of execution of this agreement. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the agreement, and Board may choose to terminate the agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary.

Section VII.

A. **Affidavit Regarding the Use of Coercion for Labor and Services** – If Contractor is not a governmental entity, then Contractor shall execute the Board's "**Affidavit Regarding the Use of Coercion for Labor and Services"** and provide a copy to the Board no later than the time of execution of the agreement by the Contractor.

Section VIII.

A. **Force Majeure** - Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance under this agreement is render impossible, impractical, or prevented by reason of force majeure. For purposes of this agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the agreement's term.

Section IX.

A. **Student Data** - If Contractor meets the definition of "Operator" in Section 1006.1494, Florida Statutes, then the parties shall enter into a Data Privacy Agreement prior to any "Covered Information," as defined in Section 1006.1494, Florida Statutes, being provided to Contractor.

Section X.

A. **Federally Funded Agreement** – If this agreement is paid by the Board using federal funds, then the terms contained in the attached "Baker County School Board Federal Contract Addendum," based off of the requirements of 2 Code of Federal Regulations 200, Title 2, shall govern this agreement.

_____

Signature of Authorized Contractor Representative

_____

Date

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Nongovernmental Entity's Name:_____

Nongovernmental Entity's FEIN: _____

Authorized Representative Name and Title:_____

Address:_____

City:_____State:_____ZIP:_____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Baker County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the company above, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title:_____

Date:_____