Baker County Public Schools

AGENDA
WORK SESSION (OPEN TO THE PUBLIC)
Monday, October 2, 2023 - 10:00 AM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
Minute Book #40 / Supplemental Book #52 / Page #7

"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 WORK SESSION

Work Session on Policy Development: 5.121*+ Use of Time Out, Seclusion and Physical Restraint for Students with Disabilities, 5.150*+ Administration of Medication, 5.190*+ Student Records, 5.60 Use of Bathrooms and Changing Facilities, 7.140* Purchasing Policies and Bidding, 7.40*+ Online Educational Services Agreements/Contracts, 8.32 Smoking and Tobacco Free Environment

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.

Item Cover Page

WORK SESSION (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	October 2, 2023
SUBMITTED BY:	Allen Murphy - (259-0429)
ITEM TYPE:	Work Session
AGENDA SECTION:	SCHOOL BOARD WORK SESSION
SUBJECT:	Work Session on Policy Development: 5.121*+ Use of Time Out, Seclusion and Physical Restraint for Students with Disabilities, 5.150*+ Administration of Medication, 5.190*+ Student Records, 5.60 Use of Bathrooms and Changing Facilities, 7.140* Purchasing Policies and Bidding, 7.40*+ Online Educational Services Agreements/Contracts, 8.32 Smoking and Tobacco Free Environment

ATTACHMENTS:
10.02.2023.Rule Development Workshop Materials_A.Murphy.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

September 11, 2023

Superintendent Sherrie Raulerson
Baker County School District
270 S. Boulevard East
Macclenny, Florida 32063

Dear Superintendent Raulerson:

We are requesting that you call for a work session to be held at 10:00 a.m. on October 2, 2023 for the following Board Policies. We have attached copies for your review.

- 5.121*+ Use of Time Out, Seclusion and Physical Restraint for Students with Disabilities
- 5.150*+ Administration of Medication
- 5.190*+ Student Records
- 5.60 Use of Bathrooms and Changing Facilities
- 7.140* Purchasing Policies and Bidding
- 7.40*+ Online Educational Services Agreements/Contracts
- 8.32 Smoking and Tobacco Free Environment

Sincerely,

Allen Murphy
Associate Superintendent of Human Resources

Encls.

NOTICE OF RULE DEVELOPMENT

THE SCHOOL BOARD OF BAKER COUNTY, FLORIDA

A RULE DEVELOPMENT WORKSHOP REGARDING THE BELOW RULES WILL BE HELD AT THE FOLLOWING DATE, TIME, AND PLACE:

DATE AND TIME: October 2, 2023, at 10:00 a.m.
LOCATION: School Board Meeting Room, 270 South Boulevard East, Macclenny, Florida 32063

Policy #	Policy Title	Subject Area	Purpose & Effect	Rulemaking Authority	Law(s) Implemented
5.121*+	Use of Time Out, Seclusion and Physical Restraint for Students with Disabilities	The proposed policy addresses students with disabilities.	The purpose of this proposed policy is to ensure that behavioral management interventions for disruptive students will be implemented and reduce disruptive behavior and provide physical safety and security of students and staff when students pose a threat to themselves and/or others.	1001.41, 1001.42, F.S.	1001.43, 1003.32, 1003.573, 1006.07, 1006.11, 1012.75, F.S.
5.150*+ Opt. 1	Administration of Medication	The proposed policy addresses administration of prescription and emergency medication.	The purpose of this proposed policy is to ensure the District will have the following protocols for the administration of Opioid Antagonist Naloxone (Narcan) in emergency situations.	1001.41, 1001.42, F.S.	381.88, 381.887, 381.885, 449.003, 768.13, 1000.21,1001.43, 1002.20, 1002.22, 1006.062, 1014.06, F.S.

5.19 *+	Student Records	The proposed policy addresses student records.	The purpose of this proposed policy is to ensure that all student records are collected and maintained in a confidential manner in accordance with federal and state law.	1001.41, 1001.42, F.S.	119.07(1), 119.071, 1001.43, 1001.52, 1002.22, 1002.221, 1002.222, 1002.72, 1003.25, 1008.386, 1014, et. Seq., F.S.; F.A.C. 6A1.0955; 20 USCS1232 f.g.h. and I (34 CFR PART 99) P.L. 103-382 (34 CFR PART 99); 20 USC 1400 et. Seq.; Individuals with Disabilities Act; Privacy Rights of Parents and Students – P.L 90-247
5.60	Use of Bathrooms and Changing Facilities	The proposed policy addresses bathrooms and changing facilities.	The purpose of this proposed policy is to require student use of facilities to be based on the student's biological sex.	1001.41, 1001.42, F.S.	1001.43, F.S.
7.140*	Purchasing Policies and Bidding	The proposed policy addresses purchasing policies and bidding.	The purpose of the proposed revisions is to establish alignment with Federal Funding. It requires vendors to comply with all	1001.41, 1001.42, F.S.	112.312, 120.57, 212.0821, 255.04,

			current provisions contained within the Code of Federal Regulations (CFR), Appendix ll to Part 200 Title 2 – Contract Provisions for Non-Federal Entity Contract Under Federal Awards.		274.02, 287.017, 287.057, 287.133, 1001.421, 1001.43, 1010.01, 1010.04, 1013.47, F.S.
7.40*+	Online Educational Services Agreements/Contracts	The proposed policy addresses Online Educational Services Agreements/Contracts	The purpose of the proposed policy is to ensure the District is committed to maintaining the privacy and security of student data and teacher and principal data.	1001.41, 1001.42, 1001.43, F.S.	1001.22; 1001,21; F.S. 20 U.S.C. s. 1232g(a)(4); 15 U.S.C. ss. 6501-6506 34 CFR §99.3; F. A.C. § 6A-1.0955
8.32	Smoking and Tobacco Free Environment	The proposed policy addresses Smoking and Tobacco Free Environment	The purpose of the proposed policy is to ensure the District is committed to providing students, staff and visitors with a smoking and tobacco-free environment.	120.81,1001.32, 1001.41, 1001.42, F.S.	386.201-386.209, 1001.43, F.S.

For information regarding the proposed rule development and to obtain a copy (at no charge) of any available preliminary draft, please contact: Shirley Crawford at shirley.crawford@bakerk12.org, phone 904-259-0428 or visit www.bakerk12.org.

CHAPTER 5.00 – STUDENTS

USE OF TIME OUT, SECLUSION AND PHYSICAL RESTRAINT FOR STUDENTS WITH DISABILITIES 5.121*+

I. The District shall implement behavioral management interventions for disruptive students to prevent and reduce significant disruptive behavior and to provide for the physical safety and security of students and staff when students pose a threat to themselves and/or others. The focus shall be on the use of the least restrictive but effective intervention(s) for each student. The use of seclusion in the District's schools is prohibited.

II. Time Out

Time out is a procedure in which access to reinforcement is removed or reduced for a designated time.

A. *Non-exclusion time out* is the least restrictive form of time out. The student is allowed to observe the classroom activity but not participate.

B. *Exclusion time out* excludes the student from participation in and observation of classroom activities. The student remains in the classroom but cannot observe or participate in ongoing activities.

III. Seclusion

Seclusion means the involuntary confinement of a student in a room or area alone and preventing the student from leaving the room or area. The term does not include time-out used as a behavior management technique intended to calm a student. Seclusion is strictly prohibited.

IV. Physical Restraint

A. School personnel may not use mechanical restraint. School resource officers, school safety officers, school guardians or school security guards may use mechanical restraints in the exercise of their powers and duties to restrict students in grades 6 through 12.

B. *Manual physical restraint* is the use of physical restraint techniques that involve physical force to restrict free movement of all or part of a student's body. It is a method to prevent a student from harming himself/herself or others.

C. Physical restraint should only be used in an emergency situation when an immediate and significant threat to the student or others exists and must be discontinued as soon as the threat posed by the dangerous behavior has dissipated.

Trained, qualified school personnel may use physical restraint only when all positive behavior interventions and supports have been exhausted.

D. Physical restraint techniques may not be used to inflict pain to induce compliance.

V. Documentation and Reporting

All instances of time out, seclusion and restraint shall be documented and reported as required.

VI. Notice, Monitoring and Analysis

A. At the beginning of each school year, the district shall post its policies and procedures on positive behavior interventions and supports as adopted by the school district.

B. The use of manual physical restraint or seclusion shall be monitored at the classroom, school and District levels.

C. The use of the behavior interventions, the appropriateness of use and the effectiveness of the interventions shall be analyzed.

VII. Prohibitions

School personnel shall not

A. Use a mechanical restraint or a manual physical restraint that restricts a student's breathing or

B. Close, lock or physically block a student in a room that is unlit or that does not meet the rules of the State Fire Marshall for a seclusion time out room.

C. Seclusion is strictly prohibited.

VIII. Training

A. The District shall provide initial training for designated personnel in the use of time out, seclusion and physical restraint.

B. Refresher training shall be conducted annually.

C. Personnel who have been trained in manual restraint techniques in positions outside of the School District shall receive training in District methods.

IX. Procedures

The Superintendent shall develop procedures to implement this policy and related statutes. Procedures shall include but not be limited to the following:

A. Incident reporting;

B. Data collection;

C. Monitoring and analysis;

D. Plan for reducing the use of restraint and seclusion;

E. Identification of staff to be trained; and

F. Training components.

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

LAW(S) IMPLEMENTED: **1001.43, 1003.32, 1003.573, 1006.07, 1006.11, 1012.75, F.S.**

STATE BOARD OF EDUCATION RULE(S) **6A-6.03312**

HISTORY:

ADOPTED: 1/90_____
REVISION DATE(S):04/05/04, 05/07/12,_____
FORMERLY: 5.31, 4.26

CHAPTER 5.00 – STUDENTS

USE OF RESTRAINT AND SECLUSION ON STUDENTS WITH DISABILITIES 5.121

~~Any discipline action keeping with State Board Rules and the district's procedures as outlined in the *Special Programs and Procedures for Exceptional Students* herein referenced as part of these rules.~~

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

~~**LAWS IMPLEMENTED:** 1001.43; 1003.32, 1003.573, 1006.07, 1006.11, 1012.75, F.S.~~

~~**STATE BOARD OF EDUCATION RULE(S)** 6A-6.03312~~

~~**HISTORY:** ADOPTED: 1/90~~
~~REVISION DATE(S): 04/05/04, 05/07/12~~
~~FORMERLY: 5.31, 4.26~~

ADMINISTRATION OF MEDICATION 5.150*+ OPTION 1

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 the registered nurse at each school.

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. Instructions on using a prescription shall be provided by a physician or described on the medication container provided by the physician or pharmacist.

D. 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.

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

F. 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.

G. 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 IV. 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.

H. A record shall be maintained on each student who receives a prescription medication during school hours, including the time each dose of prescription medication was administered. These records shall be made available daily to the principal and the county health nurse.

I. 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 nonprescription 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.

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. 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.

B. Opioid Antagonist Naloxone ("Narcan"). 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 Narcan 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. Naloxone (Narcan): 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 Narcan 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 Narcan;
   b. Include the physician-established protocol(s), as required by law;
   c. Identify the location(s) in each school building where Narcan shall be stored;
   d. Specify the conditions under which Narcan 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 Narcan in emergency situations;
   f. Specify the training that Board employees or contractors must complete before being authorized to access and administer Narcan; and
   g. Specify that the assistance from an emergency medical service provider (911) must be requested as soon as practicable before or after Narcan 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 Narcan 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 Narcan 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 Narcan is present as permitted by this policy. The standing order shall include at least the following information:
      i Type of Naloxone (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 Narcan is stored.

6. Acquisition, Storage and Disposal
   a. The school nurse(s) shall obtain sufficient supplies of Narcan 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 Narcan stocks, and maintain records thereof, in accordance with Administrative Guidelines, manufacturer's recommendations and any applicable Department of Health guidelines.
   c. Narcan 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 Narcan.

7. Training
   a. School nurses shall be trained in the use of Narcan 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 Narcan is not required.

b. If Narcan has been administered to a student, immediately following the administration, the school shall provide notice to the parent/guardian of the student who received Narcan.

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
FORMERLY: NEW

STUDENT RECORDS 5.19*+

School Board Rules and procedures for maintaining student records shall be consistent with Florida Statutes, including the "Parents' Bill of Rights", State Board of Education rules, and federal laws relating to Family Educational Rights and Privacy Act (FERPA) and Privacy Rights of Parents and Students. The Superintendent shall be responsible for interpreting this rule and the school principal shall be responsible for controlling and supervising student records, following all rules on student records, and interpreting rules on student records to the school staff, students, and the community.

I. Procedures on student records shall be approved by the School Board and contained in the *Student Educational Records Manual*. Included shall be provisions of the ~~Family Educational Rights and Privacy Act~~ Federal requirements relating to the surveying of students, the collecting of information from students for marketing purposes, and certain nonemergency medical examinations.

II. Definitions

A. Education records means records that are directly related to a student and that are maintained by the District or a party acting on behalf of the District, as defined in 20 USC Section 1232g(a)(4).

B. Eligible Student means a student who has reached 18 years of age or is attending a postsecondary institution, at any age.

C. Online educational service means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function.

D. Student means any individual who is or has been in attendance in a district school and regarding whom the District maintains education records.

E. Parent or parents, includes parents or guardians of students who are or have been in attendance at a school or institution.

F. Personally identifiable information or "PII" means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII includes, but is not limited to, direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number. PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

G. Therapeutic treatment plan means a plan that identifies the mental health diagnosis, or condition, the therapy or intervention goal(s), the type of school-based mental health intervention, and the school-based mental health services provider responsible for providing the mental health intervention or therapy.

H. Therapy progress notes means notes maintained by a school-based mental health services provider that summarize the focus and progress toward treatment goals(s) of each therapy or intervention session.

I. Third-party vendor or Third-party service provider means any entity, whether public or private, that provides services to the Board through a contract or agreement. The term does not include the Florida Department of Education or the Department's contractors and subcontractors.

III. Parents, as defined by law, and students shall be notified annually of their rights regarding education records.

IV. The District shall not collect or retain information including biometric information restricted by §1002.222, F.S.

V. The District acknowledges important information relating to a minor child should not be withheld inadvertently or purposefully, from the parent, including information relating to the minor child's health, well-being, and education, while the minor child is in the custody of the school district.

VI. Parents or eligible students have the right to access and review all school records related to the minor child including but not limited to, the right to access school safety and discipline incidents as reported pursuant to section 1006.07 (7) and (9), F.S.

VII. The individual records of children enrolled in the Voluntary Prekindergarten Education Program shall be maintained as confidential records exempt from the public records law as required by Florida Statutes.

VIII. A school may release a student's education records to partners to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities and other signatory agencies as allowed by law.

IX. Directory Information. The District shall make available, upon request, certain information known as directory information without prior permission of the parents or eligible student. The District shall charge fees for copies of designated directory information as provided in State law. Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates as student directory information: a student's name; photograph; address; telephone number, if it is a listed number; e-mail address; date and place of birth; participation in officially recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; grade level;

enrollment status; date of graduation or program completion; awards received; and most recent educational agency or institution attended.

A. An annual written notice shall be given to inform parents and eligible students of their rights of access, waiver of access, challenge and hearing, privacy, categories of personally identifiable student information designated as directory information data, and the location and availability of the District's policy on education records of students. Parents or eligible students may, by providing a written statement to the principal within two (2) weeks of the first day of the school year or entry into the school system request that all specific portions of directory information for that specific student not be released.

B. Directory information shall not be provided to any organization for profit-making purposes, unless the request is approved, in a nondiscriminatory manner, by the Superintendent.

C. In accordance with Federal law, the District shall release the names, addresses, District-assigned e-mail addresses (if available), and telephone listings of students in grades ten through twelve (10-12) to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. Such data shall not be released if the eligible student or student's parents submit a written request not to release such information. The recruiting officer is to sign a form indicating that any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces. The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer. A secondary school student or parent of the student may request that the student's name, address, District assigned e-mail address (if available), and telephone listing not be released without parental consent.

X. Information contained in education records must be classified and retained in accordance with F.A.C. 6A-1.0955 and this policy as follows:

A. Category A: Information for each student which must be kept current while the student is enrolled and retained permanently in the manner prescribed by Section 1001.52(2), F.S.

B. Category B: Information which is subject to periodic review and elimination when the information is no longer useful in the manner prescribed by Section 1001.52(3), F.S.

XI. Where records are opened to parents or eligible students, schools shall make available a member of the professional staff to interpret the record and shall provide copies upon request and payment of the current District copy rate, which shall not exceed the maximum rate for copies of public records as set forth in F.S. Chapter 119. The copy rate will include the actual reproduction costs and will not include the labor costs for retrieval. The copy rate may be waived by the District.

XII. School officials shall provide requesting parents or eligible students an opportunity for a hearing to challenge the content of their child's or eligible student's school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

A. Parent or eligible student may request in writing an informal meeting with the custodian of the record for the purpose of requesting the correction, deletion, or expunction of any inaccurate, misleading, or otherwise inappropriate data or material contained in the student record.
B. If the parties at the informal meeting agree to make deletions, to expunge material, or to add a statement of explanation or rebuttal to the file, such agreement shall be reduced to writing and signed by the parties, and the appropriate school officials shall take the necessary actions to implement the agreement. If an agreement is not reached, notification of the denial and of the right to a formal hearing shall be made in writing to the parent or eligible student with a copy to the Superintendent or designee.
C. Upon the request of a parent or eligible student, a formal hearing shall be held. The hearing shall be requested, in writing, within ten (10) days of the written notice of denial at the informal meeting, to the Superintendent or designee, who shall appoint a hearing officer. The hearing officer may be any official of the school system with no direct interest in the outcome of the hearing. The hearing officer shall convene and conduct the hearing and shall render a decision in writing to all concerned parties within ten (10) days of the conclusion of the hearing. Such hearing shall be held within a reasonable period of time but in no case shall be held more than thirty (30) days from the date of the written request.
D. The parents or eligible student, and officials of the school shall be afforded a full and fair opportunity to present evidence relevant to the issue(s) raised. The hearing shall be recorded and available to all parties. However, the record of such hearings are exempt from disclosure under F.S. Chapter 119.
E. If the decision of the hearing officer is that the records are not inaccurate, misleading, or otherwise in violation of privacy rights, the parent or eligible student shall be allowed to comment in writing on the information in the education record and set forth any reasons for disagreeing with the decision. This written response shall be filed in the education records of the student.

XIII. Student information that is confidential and exempt shall not be released except when authorized by §1002.221, F.S.

XIV. Disclosure of Personally Identifiable Information (PII)

A. Prior Written Consent
    1. Prior written consent of the parent or eligible student shall be obtained prior to disclosing PII of the student other than directory information. The written consent shall include: signature of the parent or eligible student; date;

specification of records or information to be disclosed; purpose of the disclosure; and the party or class of parties to whom a disclosure is to be made.

2. Disclosures of PII of the student will be made only on the condition that the party or parties to whom the information is disclosed shall not disclose the information to any other party without prior written consent of the parent or eligible student, as appropriate. PII of a student disclosed to an institution, agency, or organization may be used by its officers, employees, and agents, but only for the purpose for which the disclosure was made. The District presumes the parent or eligible student has the authority to grant permission for disclosure of PII of a student unless the District has been provided with evidence that there is a legally binding instrument or State law or court order governing such matters as divorce, separation, or custody which provides to the contrary.

B. Without Prior Written Consent

1. PII or records of a student may be released to the following persons or organizations without the prior written consent of the eligible student or the student's parent:
    a. Officials of schools, school systems, career centers, or public postsecondary educational institutions in which the student seeks or intends to enroll; and a copy of such records or reports shall be furnished to the parent or student upon request.
    b. Other school officials, including teachers within the educational institution or agency, who have a legitimate educational interest in the information contained in the records.

2. The United States Secretary of Education, the Director of the National Institute of Education, the Assistant Secretary for Education, the Comptroller General of the United States, or State or local educational authorities who are authorized to receive such information subject to the conditions set forth in applicable Federal statutes and regulations of the United States Department of Education, or in applicable State statutes and rules of the State Board of Education.

3. While the disclosure of PII without consent is allowed under the audit exception, it is recommended that whenever possible the administration either release de-identified information or remove the students' names and social security identification numbers to reduce the risk of unauthorized disclosure of PII.

4. Any entity receiving PII pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, the entity must enter into a written agreement with the Board

delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the PII will not be re-disclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board.

XV. Student records may be disclosed to a court of competent jurisdiction in compliance with an order of that court or the attorney of record in accordance with a lawfully issued subpoena, upon the condition that the student and the student's parents are notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

XVI. If the District initiates legal action (a lawsuit) against a parent, or if the parent initiates legal action against the District. In such circumstances, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with legal action as the plaintiff or to defend itself.

XVII. Record of Disclosures. A record of any requests or disclosures of PII of a student shall be maintained except for disclosures to the parent or eligible student; disclosure of directory information; or to any other school officials with a legitimate educational interest. The record of requests for disclosure shall include the following: the parties who have requested or obtained personally identifiable student information, the legitimate interests of the persons requesting or obtaining the information, and date parental/eligible student consent was obtained.

XVIII. Disclosures for Health or Safety Emergencies. In the event of a health or safety emergency, disclosure of PII of a student may be made by school officials. Such emergency situations shall be declared in writing to the Superintendent by a recognized legal official with authority to declare such emergency. The declaration of a health or safety emergency shall include the need for specific personally identifiable student information, the time requirements for the information, and the parties to whom the information is disclosed who are responsible for utilizing the information to deal with the emergency.

XIX. Transfer of Student Records. District, upon receiving a written request for another school, public or private, within or out of State, shall transfer within three (3) school days the records of the student.

A. The records to be transferred shall include:

1. Category A and B (including disciplinary records with respect to suspension and expulsion) records as defined by Rule 6A-1.0955 F.A.C.

2. Verified reports of serious or recurrent behavior patterns, including substantive and transient threat assessment evaluations and intervention services; and

3. Psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by School District or charter school staff, as appropriate.

4. Non-threats as described in F.A.C. 6A-1.0955 must not be transferred with a student's educational record, unless one of the following conditions are met:

   a. The parent of the student who was the subject of a non-threat finding requests that the record be retained in the student's file; or

   b. The threat assessment team has made a determination that the non-threat finding must be retained in order to ensure the continued safety of the school community or to ensure the well-being of the student. Such determination and reasoning for maintaining the record must be documented with the non-threat finding. When this determination is made, the threat assessment team must re-evaluate the decision on an annual basis to determine if the record is no longer useful. The student's age and length of time since the original assessment must be considered in those evaluations.

XX. Reporting of student database information shall comply with these safeguards.

A. Data reported to the Florida Department of Education shall not disclose a student's name or identity unless required by Florida Statutes;

B. Data shall not be stored in a single file or released in such a manner that a complete student profile can be reported unless specified by Florida Statutes; and

C. Data shall be protected from unauthorized use at all times

XXI. Social security numbers may be collected from students

A. To be used as student identification numbers as allowed by §1008.386, F.S. until the Department of Education has issued a student identification number;

B. To facilitate the processing of student scholarships, college admission and other applications; and

C. For other purposes when consent of the parent or adult student is granted.

XXII. Required use of online educational services by students and parents. In order to protect a student's PII from potential misuse and in order to protect students from data mining or targeting for marketing or other commercial purposes, the Board requires the review and approval of any online educational service that students or their parents are required to use as part of a school activity (1) regardless of whether there is a written agreement governing student use, (2) whether or not the online educational service is free, and (3) even if the use of the online educational service is unique to specific classes or courses. The following requirements also apply to online educational services:

A. The Superintendent is responsible for reviewing the online educational service's terms of service and privacy policy for compliance with State and Federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, and F.S. 1002.22;

B. The Superintendent is responsible for the review and approval of online educational services that will be required for students to use;

C. Parents and eligible students will be notified via phone, email, or text annually if they are required to use an online educational service that collects student PII;

D. If student PII will be collected by the online educational service, parents and eligible students will be provided notification regarding the information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure.

XXIII. The Board will not utilize any online educational service that will share or sell a student's PII for commercial purposes without providing parents a means to either consent or disapprove.

XXIV. If a student is required to use an online educational service, the Board will include on its website a description of the student PII that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. The website will also include a link to the online educational service's terms of service and privacy policy, if publicly available.

XXV. Contracts or agreements with third-party vendors. All contracts or agreements executed by or on behalf of the Board with a third-party vendor or a third-party service provider must protect the privacy of education records and student PII contained therein. Any agreement that provides for the disclosure or use of student PII must:

A. require compliance with FERPA, its implementing regulations, and F.S. 1002.22;

B. where applicable, require compliance with COPPA, 15 U.S.C. 6501-6506, and its implementing regulations; ensure that only the student PII necessary for the service being provided will be disclosed to the third party;

C. prohibit disclosure or re-disclosure of student PII unless one of the conditions set forth in F.A.C. 6A 1.0955(11)(b) has been met.

D. Contracts or agreements with a third-party vendor or third-party service provider may permit the disclosure of student PII to the third party only where one or more of the following conditions has been met:

1. the disclosure is authorized by FERPA and 34 CFR §99.31;
2. the disclosure is authorized by the Board's directory information provisions set forth in this policy and implemented in accordance with FERPA and 34 CFR §99.37; or
3. the disclosure is authorized by written consent of an eligible student or parent. Consent must include, at a minimum, an explanation of who the student PII would be disclosed to, how it would be used, and whether re-disclosure is permitted. Any re-disclosure must meet the requirements of F.A.C. Rule 6A-1.0955(11)(b) and this policy.

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

LAW(S) IMPLEMENTED: **119.07(1), 119.071, 1001.43, 1001.52, 1002.22, 1002.221, 1002.222, 1002.72, 1003.25, 1008.386, 1014, et. Seq., F.S.; F. A. C. 6A1.0955; 20 USC §1232 f, g, h, and i (34 CFR PART 99) P.L. 103-382 (34 CFR PART 99); 20 USC 1400 et. Seq., Individuals with Disabilities Act; Privacy Rights of Parents and Students – P.L. 90-247**

STATE BOARD OF EDUCATION RULE(S): **6A-1.0955**

HISTORY: **ADOPTED: _____**
REVISION DATE(S): 04/05/04, 10/04, 11/07/05, 09/12/07, 09/20/10, 08/21/17, 06/15/2020, 04/05/21, 02/22/22
FORMERLY: 4.29

Use of Bathrooms and Changing Facilities 5.60

I. To the extent permitted by law, each multiple-occupancy bathroom or changing facility owned or operated by the District shall be designated for and used only by persons based on the person's biological sex. This policy does not prohibit the District from providing reasonable accommodations, upon request, to any student who has a need or desire for increased privacy, regardless of the underlying reason.

II. In accordance with law, a person's biological sex is identified on the person's official birth certificate provided the statement was:
   A. Entered at or near the time of the person's birth; or
   B. Modified only to the extent necessary to correct any type of scrivener or clerical error in the person's biological sex.

III. For the purposes of this policy, "multiple-occupancy bathroom or changing facility" means a location where a person may reasonably be in a state of undress, including a restroom, locker room, or shower room. Also, for purposes of this policy, "multiple-occupancy bathroom or changing facility" means a location designed or designated to be used by more than one individual at a time, where a person may be in a state of undress in the presence of another person, regardless of whether the facility provides curtains or partial walls for privacy. The term includes but is not limited to a school restroom, locker room, changing room, or shower room.

IV. The provisions of this section shall not apply to individuals entering a multiple-occupancy restroom or changing area designated for use by the opposite sex, when the purpose for entering the room is:
   A. For custodial, maintenance or inspection purposes; or
   B. To render emergency medical assistance.

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

LAW(S) IMPLEMENTED: **1001.43, F.S.**

HISTORY:

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

PURCHASING POLICIES AND BIDDING 7.140*

The Superintendent or Executive Director for Support Services shall be responsible for all purchases of materials, equipment, and services from District school funds. Only persons authorized by the Superintendent or School Board rules may make any purchase involving the use of school funds. Unauthorized expenditures shall not be approved by the School Board. Florida Statutes, State Board of Education rules, School Board rules and administrative procedures shall be carefully observed when making any purchases. The District shall recognize purchasing terms as defined by law and rule.

The following provisions shall govern purchasing and bidding procedures.

I. Authorization to Execute Purchase Orders

The Executive Director of Support Services shall be authorized to sign purchase orders.

II. Development of and Adherence to Specifications.

Purchases through bids and quotations procedures shall be based upon justification and specifications, which are clear, definite, and certain as to character and quality and shall conform to standard specifications for the various classes of supplies, materials, parts, services, or equipment desired. Such specifications shall be conducive to securing the most economical price for the highest quality product, which best meets the needs of the educational program. Specifications shall be as open as possible and it shall be made clear in the invitation to bid that use of a trade name does not give exclusive rights to that product. Preferential bidding shall not be permitted. The Superintendent or designee shall be responsible for soliciting the assistance of District staff members who use the products to prepare specifications and to evaluate bids.

III. Requirements for Competitive Bids.

Sealed bids shall be requested for any purchase of materials, equipment, or service above limits set by State Board of Education rules unless the item is purchased on the basis of an established state contract, through approved on-line procurement, under the provisions of Subsections (9) or (10) herein, or is otherwise exempted from bidding by Florida Statutes or State Board of Education rules. A particular item or group of similar items, which is anticipated to exceed a collective legally permitted total during the fiscal year, shall be subject to the bid requirements as described herein.

IV. Standard Bid Procedures

A. The Purchasing Agent shall maintain a list of all potential bidders by category of commodity or service and shall include the names of all persons or firms that requested placement on the list. The Purchasing Agent shall mail each request

for bids to each person and firm on the list for that particular commodity and may mail the request for bids to other known persons or firms that are capable of providing the requested commodity.

1. The Purchasing Agent may remove the name of any person or firm from the list upon failure to respond to three (3) consecutive requests for bids.

2. The Superintendent or designee may remove the name of any unqualified or unreliable person or firm from the list. Provided, however, the person or firm may apply to the Purchasing Agent for reinstatement to the vendor list after being removed for one (1) year.

3. Prior to the issuance of a purchase order in excess of the threshold provided in 287.017, F.S., for Category Two, the vendor shall execute an affidavit, pursuant to Florida Statutes, certifying that neither the firm nor any of its principals have been convicted for a public entity crime and placed on the convicted vendor list within the previous thirty-six (36) months. Additionally, Federal Funding requires vendors to comply with all current provisions contained within the Code of Federal Regulations (CFR), Appendix II to Part 200, Title 2 - Contract Provisions for Non-Federal Entity Contract Under Federal Awards.

B. Bid Receipt, Opening, and Tabulation.

Sealed bids in the Purchasing Office at the time and date designated in the request for bids. All bids shall be opened publicly in the presence of at least one (1) School Board employee. The purchasing Agent shall read aloud the name of the bidder and the amount and shall make recommendations to the Superintendent who shall make a recommendation to the School Board. The tabulation shall be signed by the Purchasing Agent and School Board employee in attendance. Bids received after the designated time shall not be accepted or considered.

C. Award of Bids

1. Each bid shall be awarded on the basis of the lowest and best bid which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms and service, and past performance of the vendor. In case of a tie, the recommendation shall be made by casting lots. Samples of products may be requested when needed. The School Board shall reserve the right to reject any or all bids.

2. The District may award contracts to the lowest, responsible bidder as the primary awardee and to the next lowest and responsible bidder(s) as alternate awardees provided that the awarding of multiple contracts is clearly stated in the bid solicitation documents.

D. Public Inspection of Bids - Sealed bids, proposals or replies in response to a competitive solicitation shall be exempt from public inspection or copying as provided in 119.071, F.S. When documents are no longer exempt and may be copied, the fee for photocopying shall be in accordance with the School Board Policy 3.070, Copying of Public Records. Original bids and quotations and the transmittal envelopes shall not be removed from the Purchasing Office.

E. Award to Other Than Low Bidder - Any bid recommendation other than the low bid shall be accompanied by a written statement signed by the Purchasing Agent giving the reasons and justification for such action as provided in Subsection 4 herein. Single or combination items may be considered in determining the recommendation.

F. Bid Withdrawal - A bidder may withdraw a bid before the designated time for opening bids by submitting a written request to the Purchasing Agent and identifying the reason(s) for the desired bid withdrawal. A bidder shall not be permitted to withdraw a bid for any reason after the designated time for opening bids unless mutually agreed upon by both parties.

V. Electronic Bidding

A. Electronic bidding may be utilized when it is determined to be in the best interest of the District. All requirements for advance notification of bid specifications and date and time of bidding shall be met.

B. Each bid shall be awarded on the basis of the lowest and best bid which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms and service, and past performance of the vendor.

C. Multiple awards may be made provided that the solicitation documents clearly state this option.

D. Any bid recommendation other than the low bid shall be accompanied by a written statement signed by the Purchasing agent giving the reasons and justification for such action.

E. Documentation of the bid process shall be maintained for audit purposes.

VI. Emergency Situations

A. Occasionally, situations arise which necessitate immediate action in order to ensure the health and safety of students and staff, or to keep a facility in operation. In such cases, at the determination of the Superintendent, the normal procedures may be waived and all Board members will be notified of such action as soon as practicable. The purchasing department shall be

required to make telephone contacts with at least two (2) vendors to request quotations, determine availability and ability to deliver services or products in a timely manner. All such contacts must be documented and followed by written bids from those contacted. The Superintendent shall be given all facts relating to the problem and a recommendation for the purchases necessary to resolve the problem. Upon the Superintendent's approval, the lowest and best bidder will be given authorization to proceed. A formal tabulation, giving complete details and justification, shall be submitted at the next regular Board meeting for ratification.

B. If the Superintendent determines in writing that the time required to obtain pricing will enhance the emergency situation, the emergency purchase may be made without quotations.

C. Emergency bids, if approved by the Superintendent, may be requested by telephone, telegram, or in writing and returned as the emergency requires. All emergency bids shall be tabulated and presented to the Superintendent, who shall submit the bids to the School Board for action. The official minutes of the Board shall show the nature of the emergency and why the regular bid public interest.

VII. Requisitions

Each purchase shall be based upon a requisition originating from the principal or District department head. Each requisition or contract shall be properly financed, budgeted, and encumbered prior to issuing a purchase order. Under extreme emergencies, the Purchasing Agent may grant permission for a purchase without a requisition, provided, however, any emergency purchase shall be followed immediately with an emergency requisition. A purchase shall not precede a requisition except under emergency provisions.

VIII. Information Quotations on Purchases

Quotations (as specified in Purchasing Handbook) shall be obtained from at least two (2) sources, except as provided in subsection 13 herein, prior to issuing a purchase order for materials, services, or equipment as established and required by state law or regulation.

IX. Purchase of Foods and Non-Food Items for the Food Service Department

The Superintendent shall develop and prescribe a Competitive Procurement Plan for purchasing food and non-food supply items for the school food service program.

A. The Plan shall contain procedures to ensure conformity with the Federal Food, Drug and Cosmetic Act, the Federal Meat Inspection Act, and the Meat Inspection Law of Florida when purchasing foods.

B. The Plan shall provide for various types of selection procedures including on-line procurement if approved by the state, as alternatives to the bidding requirements prescribed herein. Bidding requirements specified in this rule shall be waived if they conflict or are inconsistent with the Plan. All purchases of milk shall comply with State Board of Education rules.

C. Purchases of equipment items and professional services shall be excluded from the Plan and shall be subject to procedures for purchases described herein.

X. Government and Agency Bids

Subject to provisions of law, the Superintendent may authorize purchase bids approved by the state of Florida, other government agencies, or educational consortium.

XI. Acquisition of Professional or Educational Services

The Superintendent is authorized to contract for professional or educational services to complete projects or activities authorized or approved by the School Board.

A. Selection of an architect, construction management, professional engineer, landscape architect, or land surveyor to perform professional services for a School Board project shall be in accordance with the School Board Policy 7.141, Selecting Professional Services.

B. Contracts or commitments for educational or professional services shall be approved by the School Board if such contracts or commitments exceed amounts permitted without School Board approval by state laws or regulations.

XII. Single Source Commodities or Contractual Services

A commodity or contractual service that is available from a single source may be exempted from requirements for competitive solicitation provided that the District posts notice of its intent to purchase a specific item or service and subsequently posts notice of its intent to enter a single source contract.

XIII. Multi-Year Purchase Agreements

No obligation shall be created by contract, purchase order, maintenance agreement, lease-purchase agreement, lease agreement, or other instrument, which exceeds a period of twelve (12) months. The Superintendent shall develop and prescribe a uniform termination clause which shall be incorporated in and made a part of any multi-year obligation agreement or contract.

XIV. In lieu of requesting bids from three (3) or more sources, school boards may make purchases at the unit prices in contracts awarded by other city or county governmental agencies, other school boards, community colleges, or state university system cooperative bid agreements when the bidder awarded a contract by another entity defined herein will permit purchases by a school board at the same terms, conditions, and unit prices awarded in such contract, and such purchases are to be economic advantage of the school board.

The requirement for requesting bids from three (3) or more sources will not be required for purchase of educational tests, textbooks, educational software, printed instructional materials, films, filmstrips, video tapes, disc and tape recordings, or similar audiovisual materials, or for library and reference books and printed library cards where such materials are purchased directly from a producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

XV. Bid Protest:

A. A bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by Section 120.57(3), F.S. for resolution. For bids solicited by the purchasing department, the notice must be filed with the Purchasing department. For bids solicited by the Facilities department, the notice must be filed with the Facilities department or such persons as the Superintendent designates.

B. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Baker County School Board in an amount equal to one percent (1%) of the total estimated contract value, but no less than $500 nor more than $5000. The bond shall be conditioned upon the payment of all costs, which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the division of Administrative Hearings, but excluding attorney's fees. If the protester prevails, he/she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

C. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

XVI. All purchase orders shall be encumbered to the proper accounting record prior to issuance.

STATUTORY AUTHORITY:	**1001.41, 1001.42, F.S.**
LAWS IMPLEMENTED:	**112.312, 120.57, 212.0821, 255.04, 274.02, 287.017, 287.057, 287.133, 1001.421, 1001.43, 1010.01, 1010.04, 1013.47, F.S.**
STATE BOARD OF EDUCATION RULES:	**6A-1.012, 6A-1.085, 6A-1.087, 6A-7.0411**
HISTORY:	**ADOPTED:**
REVISION DATE(S):	**9/18/00, 11/18/03, 04/05/04, 05/01/06, 01/02/07, 01/05/08, 06/01/09, 12/07/09, 05/21/12 FORMERLY: 6.13**

ONLINE EDUCATIONAL SERVICES AGREEMENTS/CONTRACTS
7.40*+

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of state and federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, 20 U.S.C. Section 1232g(a)(4) and personally identifiable information ("PII") as defined in 34 CFR §99.3, and Section 1002.22, F.S., F.A.C. §6A-1.0955(9) as well as to align the District's data privacy and security practices.

This procedure is required whether or not there is a written agreement governing student use, and whether or not the online educational service is free. This procedure is required even if the use of the online educational service is unique to specific classes or courses. Prior to entering into an online educational services agreement, the following review and approval procedure shall be followed.

1. **Definitions:**

   a. "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.

   b. "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.

   c. "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.

   d. "Education records" means an education record as defined in the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.

e. "Educational agency" means a school district, school, or charter school.

f. "Eligible student" means a student who is eighteen years or older.

g. "Online educational service" means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function. Examples include online services that students or parents use to access class readings, assignments, or videos, to view learning progression, or to complete assignments. This does not include online services that students or parents may use in their personal capacity or to online services that districts or schools may use to which students or parents do not have access, such as a district student information system.

h. "Parent" means a parent, legal guardian, or person in parental relation to a student.

i. "Personally identifiable information" or "PII" as applied to student data means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII includes, but is not limited to direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number). PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. It also includes data as applied to teacher or principal data.

j. "Principal" means a building principal subject to annual performance evaluation review

k. "Release" has the same meaning as disclosure or disclose.

l. "Student" means any person who is or has been in attendance in a district school and regarding whom the District maintains education records.

m. "Student data" means personally identifiable information (PII) from the student records of an educational agency.

n. "Teacher" means a teacher subject to annual performance evaluation review

o. "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to 1012.31, F.S.

p. "Third-party contractor/service provider/vendor" means any person or entity, other than an educational agency, whether public or private, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency. The term does not include the Florida Department of Education or the Department's contractors and subcontractors.

q. "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

2. Data Collection Transparency and Restrictions

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

a. Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

b. Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

c. Any agreement for online educational services shall contain an explicit prohibition against sharing or selling a student's PII for commercial purposes without providing parents a means to either consent or disapprove.

d. This disclosure prohibition does not prevent the purchase, merger, or other type of acquisition of a third party provider or online educational service by another entity, provided that the successor entity continues to be subject to the provisions of this rule with respect to previously acquired PII.

e. If student PII will be collected by the online educational service, the Superintendent shall establish procedures for notifying parents and eligible students of information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure, if any.

3. Data Protection and Terms of Service

Prior to submitting any online services agreement or contract to the School Board for approval, the Superintendent, or designee shall:

a. Designate a person or persons responsible for the review and approval of online educational services that are required for students to use.

b. Ensure the online educational service's terms of service and privacy comply with state and federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. ss. 6501-6506, and Section 1002.22, F.S.

c. Ensure the Online Educational Services Agreement contains an explicit prohibition against sharing or selling a student's PII for commercial purposes without providing parents a means to either consent or disapprove. (This disclosure prohibition does not prevent the purchase, merger, or other type of acquisition of a third party provider or online educational service by another entity, provided that the successor entity continues to be subject to the provisions of this policy with respect to previously acquired PII.

d. Establish procedures for notifying parents and eligible students if student PII will be collected by the online educational service on how it will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure, if any.

e. Ensure the service or application is inventoried and evaluated, and supports the schools' and districts broader mission and goals.

4. District Data Privacy

The District will protect the privacy of PII by:

a. Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:

b. Improve academic achievement;

c. Empower parents and students with information; and/or

d. Advance efficient and effective school operations.

e. Not including PII in public reports or other public documents.

5. The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

6. Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements".

a. District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the Superintendent, or designee.

b. The District will develop and implement procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

7. Notice:

For any online educational service that a student is required to use, the district will provide notice on its website of the PII information that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. This notice will include a link to the online educational service's terms of service and privacy policy, if publicly available.

8. Compliance:

Pursuant to this policy any online educational service provided through a Third-party vendor or Third-party service provider must be School Board approved. An employee's failure to follow this policy may result in disciplinary proceedings, up to and including termination.

9. **Parent/Guardian Notice:**

   a. The use of any non-approved online educational software, web-based tools or mobile applications on district provided devices may result in the student's PII being disclosed and not protected.

   b. Students shall only use School Board approved online educational software, web-based tools or mobile applications on district provided devices. The use of any non-approved online educational software, web-based tools or mobile applications on district provided devices may result in disciplinary proceedings, up to and including expulsion.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1001.43, F.S.

LAW(S) IMPLEMENTED: 1001.22; 1001,21; F.S.
20 U.S.C. s. 1232g(a)(4); 15 U.S.C. ss. 6501-6506
34 CFR §99.3;
F. A.C. § 6A-1.0955

HISTORY: **ADOPTED:**

FORMERLY

CHAPTER 8.00 – AUXILIARY SERVICES

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

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.

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.

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):** _____
NEW

CHAPTER 8.00 - AUXILIARY SERVICES

~~TOBACCO USE IN DISTRICT FACILITIES / TOBACCO-FREE SCHOOLS~~	~~8.320 OPTION 2~~

~~All uses of tobacco products in any form are prohibited in any District-owned facility, vehicle used to transport students, or other areas designated for student use at any time.~~

~~Rationale~~

~~It is the School Board's responsibility to provide a safe and healthy learning environment free from exposure to known carcinogens, and one in which adults are rolemodels for healthy behavior. The Board is acutely aware of the serious health risks associated with the use of tobacco products both to users and non-users, and that most tobacco use begins before the age of eighteen. Tobacco is the leading cause ofpreventable death in Florida. Comprehensive school policies to prevent tobacco use arean effective strategy in assisting to reduce tobacco use in the state. The Board recognizes that District personnel and school visitors also serve as role models to students and, therefore, adopts this 100 percent Tobacco Free School Policy to endorsea healthy lifestyle and prevent tobacco use.~~

~~Definition~~

~~For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove, cigarette, cigarillo, hookah, and any other smoking product, and any smokeless or spit less tobacco also known as dip, chew, snuff, snus, orbs, and strips, sticks, or electronic cigarette in any form.~~

~~All components of this policy are effective 24 hours per day, 365 days per year. This includes all days when school is not in session and at any school-sponsored event on or off campus. This policy applies to all students, staff, faculty, volunteers, contracted vendors and school visitors.~~

~~Tobacco Use Prohibited~~

~~All uses of tobacco of any kind (as described above) that may be developed that contains nicotine or tobacco or a combination of the two are prohibited on any property owned, leased, or contracted by the District including, but not limited to: all schools, district offices, practice fields, playgrounds, football fields, baseball fields, softball fields, pool areas, soccer fields, tennis courts and all open areas at any time. All uses of tobacco are also prohibited from District-owned vehicles including, but not limited to: school buses, vans, trucks, cars, etc. at any time.~~

~~No student is permitted to possess any tobacco product, paper used to roll cigarettes, lighters or other paraphernalia at any time.~~

Tobacco Promotion Prohibited
Tobacco advertising is prohibited on school grounds, in all school-sponsored and school purchased publications, and at all school-sponsored events. Tobacco promotional items that promote the use of tobacco products, including but not limited to: clothing, bags, lighters and other articles are not permitted on school grounds, in school vehicles, or at school-sponsored events. Sponsorships, gifts, grants and tobacco prevention materials provided by tobacco companies or their subsidiaries are prohibited.

Enforcement
Students:
A student that possesses, smokes, or otherwise uses tobacco products during school hours, on school property, or school-sponsored activities will be subject to disciplinary action by the school which may include notification of law enforcement.

This policy is communicated to students, parents, and staff in the Student Code of Conduct, the Student Handbook, and the Employee Handbook.

It is **unlawful** for any person under 18 years of age to knowingly possess any tobacco products. Any person under 18 years of age who violated the provisions of this subsection commits a noncriminal violation as provided in F.S. 569.11(1).

Law enforcement officers are authorized to issue citations to anyone violating the provisions of this act.

> Violations will constitute a civil infraction, punishable by a fine, and/or community services and student must successfully complete an anti-tobacco program, where available.

Parental / guardian notification will occur with any violation of this policy.

Additionally, any tobacco product found in the possession of a minor shall be confiscated and discarded.

Employees:
Disciplinary actions will be taken against District personnel found in violation of this policy as outlined in the Agreement Between the Baker County School Board and the Baker County Education Association.

Visitors:
Visitors who are observed smoking or using tobacco products will be informed about the Tobacco-Free Schools Policy and will be asked by anyone in the school to refrain from smoking or using tobacco products.

If the individual fails to comply with the request, his or her violation of policy shall be referred to the administrator for the area in which the violation occurred. The administrator will make a decision on further action, which may include a directive to

~~leave the school property. In extreme cases of resistance or non-compliance, assistance may be sought from the police department.~~

~~Disciplinary action will be taken against school visitors, contracted vendors or volunteers found in violation of the policy. Such action may include:~~

~~Verbal notification of policy~~
~~May be asked to leave property~~
~~Removal from school property~~

~~**STATUTORY AUTHORITY:** 1001.41; 1001.42~~

~~**LAWS IMPLEMENTED:** 386.201 – 386.209; 386.212, 569.11, 1001.43, F.S.~~

~~**HISTORY:** ADOPTED:~~
~~REVISION DATE(S): 04/05/04, 05/21/12, 06/21/21~~
~~FORMERLY:~~