***South Panola School District***

***209 Boothe Street, Batesville, Mississippi 38606***

***Phone (662) 563-9361/Fax (662) 563-6077***

# Web Site: [www.southpanola.k12.ms.us](http://www.southpanola.k12.ms.us)

***Providing Opportunities for Educational Excellence***

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***David Rubenstein, Director of Finance & Business Operations***

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**SOUTH PANOLA SCHOOL DISTRICT**

**REQUEST FOR QUALIFICATIONS**

**ARCHITECTURAL/ENGINEERING SERVICES**

 The South Panola School District Board of Trustees invites you or your firm to submit a proposal for architectural/engineering services for the South Panola School District.

 The term of the accepted proposal is indefinite at this time, but shall depend upon satisfactory performance of all duties and obligations as listed in this package. Proposal shall include responses to all items listed in Exhibit “A” on pages 4-5. In addition, other required documents include the signed cover letter, a signed “Notification of Criminal History” form on page 3, and a signed Exhibit “B” and “C” on pages 6-7. Once an individual or firm is approved by the South Panola School District, signed and notarized Exhibits “D” and “E” on pages 8-9 will be required of the approved individual or firm prior to allowing any employees of the approved individual or firm on the school campus.

 Evaluation of qualifications shall be based on what is the “best overall solution” for the South Panola School District. The district will award this contract to the person or firm who submits the “most advantageous proposal”. The following criteria will be used to evaluate all proposals as per Exhibit “A”:

* Education/Licensing of individual or members of firm
* Experience of in-charge architect(s),engineer(s), and inspector(s)/project manager(s) in building commercial buildings
* Minimum Insurance Coverages
* List of Projects completed in the last 4 years
* Interview
* References
* Financial stability

 The Board of Trustees reserves the right to:

* Appoint or authorize a person or persons to evaluate proposals, interview candidates, and make a recommendation
* Waive any defect, irregularity or informality in any proposal procedures
* Reject any or all RFQs

 All individuals or firms submitting proposals must be licensed to conduct business in the State of Mississippi. All individuals or firms must meet all insurance requirements.

No proposals may be withdrawn for a period of forty-five (45) days following the scheduled opening date.

**EXPECTATIONS AND REQUIREMENTS**

The intent of the Board of Trustees is to engage an architect or architectural firm/engineer or engineering firm who will act as an advocate for the South Panola School District before, during, and after construction projects are completed.

The Board of Trustees would expect this individual or firm to work with district personnel on various short-term and long-term facility needs to get the best quality construction at the lowest possible cost.

**The acceptable architectural/engineering fee range for projects will range from 5.25% to 6.25%.**

 Other requirements of the Board of Trustees include:

* Proof of current professional liability insurance coverage, liability insurance, and worker’s compensation insurance and other insurance coverage
* Commercial construction experience, preferably in the commercial governmental building field
* Able to work with city, county, state, and federal officials to ensure compliance with all codes, laws, regulations, or other legal requirements
* Timely submission of plans and specifications to local, state, and district personnel to review prior to board meetings
* Quality construction completed on time and within budget
* Minimal change orders
* No reimbursable are included in architect or construction contracts. (This means that all costs such as printing fees are included in the flat percentage rate.)
* Highly qualified inspectors/project managers who will act in accordance with what is best for the school district not the contractor
* Require all of contractor’s insurance documents to be in order prior to signing construction contract
* W-9 IRS Form – Request for Taxpayer Identification Number and Certification
* No first payment to architect until bid is awarded

**NOTIFICATION OF CRIMINAL HISTORY**

 A person or business entity that enters into a contract with a school district in the State of Mississippi, must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony. This notice will include any/all employees of the entity who have been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

 The school district may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required.

 I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction/s has been reviewed by me and the following information furnished is true to the best of my knowledge.

 Name of Individual or Company:

 Authorized Company

 Official’s Name (print):

1. My firm is not owned or operated by anyone, nor employs anyone who has been convicted of a felony.

 Signature of Company Official

1. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

 Name of Felon(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Details of Conviction(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature of Company Official \_\_\_\_\_\_\_\_\_**

 **(SIGN AND RETURN WITH PROPOSAL)**

**REQUEST FOR QUALIFICATIONS**

**ARCHITECTURAL/ENGINEERING SERVICES**

**EXHIBIT “A”**

**PROPOSAL REQUIREMENTS**

 Each individual or firm should submit the following information as part of the RFQ for Architectural/Engineering Services. Proposals that do not meet the requirements may be deemed not responsive and may be disqualified from the evaluation process.

**Introduction:**

* Present a written narrative of information about your firm including the education and experience of all members of your firm, who will be assigned to work with the South Panola School District. Please include the names and numbers of employees available to service the needs of South Panola School District.

**Education/Licensing:**

* Please specify the individual or individuals who will be assigned to the needs of South Panola School District and include specific education and/or licensing information.

**Experience in Governmental Field:**

* Provide a detailed listing of experiences in the architectural/engineering industry in the field of government with emphasize on schools, to include types of construction and length of service relationships.

**Insurance Coverages:**

* Confirm that insurance coverages listed in Exhibit “B” will be in place and active prior to initiation of all contracts
* Supply certificates of insurance as listed in Exhibit “B” of this RFQ prior to signing contract.

**List of Completed Projects:**

* Projects completed within the last four (4) years to include length of time to complete project from beginning of design through final completion, dollar amount over/under budget, and number of change orders per construction contract. The firm is also welcome to submit additional commercial education building experience to show additional experience in this field but completion dates will need to be provided.

**Project Management:**

* Provide a detailed narrative of how your firm will insure the management and oversight of any construction project will be handled in the best interest of the school district.

**Interview:**

* Interview, if deemed necessary, may be scheduled within one to two weeks following receipt of proposals and prior to making recommendation to the Board of Trustees.

**References:**

* Provide at least three references on governmental facilities your firm currently services.
* Provide at least three references of other facilities currently under your services.
* Provide at least three references of customers that have terminated services within the last two years, if any.

**Financial Information:**

* Furnish copies of three (3) years of financial statements to include debt loads, bank references, and Dun and Bradstreet numbers.

**Signature of Company Official \_\_\_\_\_\_\_\_\_**

 **(SIGN AND RETURN WITH PROPOSAL)**

**EXHIBIT “B”**

**MINIMUM INSURANCE REQUIREMENTS**

**TO BE PROVIDED UPON INITIATION OF CONTRACT**

 Architect/Engineer shall purchase and maintain in force at all times during the full term of the contract, the following minimum insurance covering: Bodily injury and property damage liability insurance in at least the following types with the minimum identified.

Professional Liability– Professional liability insurance in an amount of $1,000.000.00

Commercial General Liability – Combined single limit in an amount of $1,000,000.00 per occurrence with $2,000,000.00 aggregate

Commercial Automobile Liability– Covering owned, non-owned, and hired automobiles/ vehicles—combined single limit in amount of $1,000,000.00

Workers’ Compensation Limits Statutory– State of Mississippi with a waiver of Subrogation.—Employer’s Liability-$100,000.00 each accident; $500,000.00 disease Policy Limit; $100,000.00 Disease each employee

**Architect/Engineer will require all of the above coverages, with the exception of professional liability, and the following bonds of all contractors on construction projects prior to issuing a construction contract:**

Bonds Required of Contractors:

Fidelity bonds shall be secured on all of the Contractor’s employees in amounts not less than $5,000.00 per individual and $25,000.00 per occurrence.

A performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents.

A payment bond shall be executed in the amount of the contract conditioned on the faithful payment of the work according to the plans, specifications, and contract documents.

A bid bond shall be executed in the amount of five (5) percent of the amount bid. The principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract. Otherwise, the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum.

All insurance must be written by insurance companies that are rated in the A.M. Best Key Rating Guide-Property 7 Casualty, with a policy holder’s rating of “A”. The South Panola School District is to be named as additional insured in each policy and a waiver of subrogation shall be provided to the Owner. Architect/Engineer shall provide notification, in writing, thirty (30) days prior to termination date.

I do certify that my firm and contractors will have the required minimum insurances and bonds in place and active prior to initiation of all contracts.

**Signature of Company Official \_\_\_\_\_\_\_\_\_**

 **(SIGN AND RETURN WITH PROPOSAL)**

**EXHIBIT “C”**

**OTHER REQUIREMENTS**

1. Only those employees of the Architects/Engineers/Contractors who have successfully completed all background checks as required by state law, specifically the FBI fingerprint check and the Mississippi Child Abuse Registry check and drug tests as required by school board policy shall be allowed on the premises of South Panola School District.
2. Architects/Engineers/Contractors must comply with the Mississippi Employment Protection Act. Architects/Engineers/Contractors represent and warrant that they will ensure their compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Architects/Engineers/Contractors agree to maintain records of such compliance and, upon request of the owner, to provide a copy of each such verification to the owner. Architects/Engineers/Contractors further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Architects/Engineers/Contractors understand and agree that any breach of these warranties may subject Architects/Engineers/Contractors to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) BOTH. In the event of such termination/cancellation, Architects/Engineers/Contractors would also be liable for any additional costs incurred by the owner due to contract cancellation or loss of license or permit.
3. The Architects/Engineers/Contractors warrant that they have no “conflict of interest” in administering contracts. The Architects/Engineers/Contractors represent as a part of this proposal that such entity has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
4. The Architects/Engineers/Contractors certify that neither they nor their principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offence in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

**Signature of Company Official \_\_\_\_\_\_\_\_\_ (SIGN AND RETURN WITH PROPOSAL)**

**EXHIBIT “D”**

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

 The undersigned does hereby certify to the Board of Trustees for the South Panola School District (“District”) as follows:

 That I am a representative of (“Architect” or “Contractor”), currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Architect/Contractor.

 Architect (Contractor) certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the attached School Board Policy CGD.

 A complete and accurate list of Architect’s (Contractor’s) employees and of all of its Subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

 Architect (Contractor) acknowledges that he has reviewed School Board Policy CDG of the South Panola School District found at <http://southpanola.msbapolicy.org/DistrictPolicies/ViewsAdmin/SelectedDocumentReadOnly/tabid/2943/Default.aspx?docId=99144>.

Dated:

ARCHITECT (CONTRACTOR)

By:

Title:

SWORN TO AND SUBSCRIBED BEFORE ME this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013.

 NOTARY PUBLIC

 My Commission Expires:

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**EXHIBIT “E”**

**DRUG TEST CERTIFICATION**

 The undersigned does hereby certify to the Board of Trustees for the South Panola School District (“District”) as follows:

 That I am a representative of (“Architect” or “Contractor”), currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Architect (Contractor).

 Architect (Contractor) certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have all had drug tests as specified in School Board Policy GBRL. None of these employees are in violation of School Board Policy GBRL-Drug and Weapon Free Schools and Workplace.

 A complete and accurate list of Architect’s (Contractor’s) employees and of all of its Subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

 Architect (Contractor) acknowledges that he has reviewed School Board Policy GAX of the South Panola School District found at <http://southpanola.msbapolicy.org/DistrictPolicies/ViewsAdmin/SelectedDocumentReadOnly/tabid/2943/Default.aspx?docId=98968>.

Dated:

ARCHITECT (CONTRACTOR)

By:

Title:

SWORN TO AND SUBSCRIBED BEFORE ME this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013.

 NOTARY PUBLIC

 My Commission Expires:

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| **Policy Code:** | **CGD**   Administrative Personnel Hiring |

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| **ADMINISTRATIVE PERSONNEL HIRING – BACKGROUND CHECK**This School Board shall have the power and authority to select all school district personnel in the manner provided by law, and to provide for such employee fringe benefit programs, including accident reimbursement plans, as may be deemed necessary and appropriate by the Board. §37-7-301 (p) (1993) The superintendent of the school district shall have the power, authority and duty to enter into contracts in the manner provided by law for each assistant superintendent, principal and teacher of the public schools under his supervision, after such assistant superintendent, principal and teachers have been selected and approved in the manner provided by law.  §37-9-14 (2) (a) (1999) ASSISTANT SUPERINTENDENTS AND PRINCIPALS No later than February 15 of each year, the superintendent of each  school district, or such other person designated or authorized by the School Board, shall recommend to the School Board thereof the assistant superintendents and principals to be employed for each of the schools of the district except in the case of those assistant superintendents and principals who have been previously employed and who have a contract valid for the ensuing scholastic year.  Unless good reason to the contrary exists, the school board shall approve and authorize the employment of the assistant superintendents and principals so recommended.  If, for any reason, the school board shall decline to approve an assistant superintendent or principal so recommended, the superintendent or the board’s designee shall make additional recommendations for the place or places to be filled. When the assistant superintendents and principals of the schools have been recommended and approved as provided in the preceding paragraph, the superintendent of this school district shall enter into proper contracts with them.  At a subsequent meeting he/she shall report same to the school board and such shall be entered in the minutes. An interim conservator appointed pursuant to the provisions of Section 37-17-6(14)(a) shall not be required to comply with the time limitations prescribed in this section for recommending and employing assistant superintendents and principals. §37-9-15 (1996) LICENSED AND NONINSTRUCTIONAL EMPLOYEES On or before April 1 of each year, the principal of each school shall recommend to the superintendent of the local school district the licensed employees or noninstructional employees to be employed for the school involved except those licensed employees or noninstructional employees who have been previously employed and who have a contract valid for the ensuing scholastic year.  If such recommendations meet with the approval of the superintendent, the superintendent shall recommend the employment of such licensed employees or noninstructional employees to the local school board, and, unless good reason to the contrary exists, the board shall elect the employees so recommended.  If, for any reason, the local school board shall decline to elect any employee so recommended, additional recommendations for the places to be filled shall be made by the principal to the superintendent and then by the superintendent to the local school board as provided above. When the licensed employees have been elected as provided in the preceding paragraph, the superintendent of the district shall enter into a contract with such persons in the manner provided. If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual’s contract, such individual may, if funds are available from minimum education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed. §37-9-17 (2001) CRIMINAL RECORDS BACKGROUND CHECK/CHILD ABUSE REGISTRY CHECK State law mandates the following actions:1. All new hire licensed and non-licensed employees after July 1, 2000, must have a state child abuse registry check and criminal records background check via fingerprint card.
2. The cards will be forwarded by the school district to the Department of Public Safety, which will in turn forward them to the FBI.
3. The district may charge the applicant up to $50.00 or may pay the fee at its discretion.
4. Information obtained via these checks is for employment use only and cannot be disseminated.
5. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
	1. Possession or sale of drugs.
	2. Murder, Manslaughter, or Armed Robbery.
	3. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1).
	4. Child Abuse, Arson, Grand Larceny, or Burglary.
	5. Gratification of Lust or Aggravated Assault.
6. If the school district has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant’s contract is voidable at the time of the report and the applicant’s contract should so state.
7. The school board may, at its discretion,  waive any convictions and hire an applicant with a criminal record based on:
	1. Age at commission of the crime.
	2. Circumstances surrounding the crime.
	3. Length of time and criminal history since the crime.
	4. Work history and current employment and character.
	5. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.
8. No school district or employee may be held liable in an employment discrimination suit involving this statute.
9. The checks are required for new hire personnel (licensed and non-licensed) after July 1, 2000.  The school district may hire applicants and let them work contingent upon the successful completion of the criminal background check.

CONVICTION BASED ON ERRONEOUS INFORMATION In the event an applicant wishes to contest a conviction based on erroneous information the applicant shall appeal the information to the Department of Public Safety.  The applicant will show the school board or its designee proof of the corrected record. NOTE:  Assistance in developing rules and procedures for fingerprinting and criminal background checks may be obtained from the Office of Safe and Orderly School’s Division of School Safety at the Mississippi Department of Education (601-359-1335). NEPOTISM AND CONFLICT OF INTEREST It shall be illegal for any superintendent, administrative superintendent, principal or other licensed employee to be elected by the school board if such superintendent, administrative superintendent, principal or licensed employee is related within the third degree by blood or marriage according to the common law to a majority of the members of the school board.  No member of the school board shall vote for any person as a superintendent, administrative superintendent, principal or licensed employee who is related to him within the third degree by blood or marriage or who is dependent upon him in a financial way. Any contract entered into in violation of the provisions of this section shall be null and void.  §37-9-21 (1997) NOTE: In order to be in agreement with statutes related to Nepotism and to Conflict of Interest, please ensure compliance with MS Codes cited above and with Sections 25-4-25 through 25-4-29; 25-4-105; 37-11-25 and 37-11-27; and with Article 4, Section 109 of the MS Constitution. LEGAL REF.: MS CODE as cited, §37-9-17 (2) (2000) |
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| **Original Adopted Date:** | 2/16/2010 |
| **Approved/Revised Date:** | 2/16/2010 |

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| **Policy Code:** | **GBRL**   Drug and Weapon Free Schools and Workplace |

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| **DRUG FREE WORKPLACE** No employee engaged in work in connection with a federal grant shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15.   "Workplace" is defined to mean the site for the performance of work done in connection with a federal grant.  That includes any school building or any school premises; any school-owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district where work on a federal grant is performed.   As a condition of employment in any federal grant, each employee who is engaged in performance of a federal grant, shall notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, no later than 5 days after such conviction.  As a condition of employment in any federal grant, each employee who is engaged in performance of a federal grant, shall abide by the terms of the school district policy respecting a drug-free workplace. An employee who violates the terms of this policy may be nonrenewed or his or her employment may be suspended or terminated, at the discretion of the board. Sanctions against employees, including nonrenewal, suspension, and termination shall be in accordance with prescribed school district administrative regulations and procedures.  DENIAL OF LICENSE The State Board of Education, acting through the commission, may deny an application for any teacher or administrator license if the applicant is actively addicted to or actively dependent on alcohol or other habit-forming drugs or is a habitual user of narcotics, barbiturates, amphetamines, hallucinogens, or other drugs having a similar effect, at the time of application for a license.  ' 37-3-2 (11) (c)   SUSPENSION OF LICENSE The State Board of Education, acting on the recommendation of the commission, may revoke or suspend any teacher or administrator license for specified periods of time if the teacher or administrator has been convicted, has pled guilty or entered a plea of nolo contendere to a felony, as defined by federal or state law.  ' 37-3-2 (12) (d) Dismissal or suspension of a licensed employee by a local school board pursuant to Section 37-9-59 may result in the suspension or revocation of a license for a length of time which shall be determined by the commission and based upon the severity of the offense.  ' 37-3-2 (13) (a)   LEGAL REF.: MS CODE as cited 21 U.S.C. 812 **NOTICE TO EMPLOYEES ENGAGED IN WORK ON FEDERAL GRANTS**   YOU ARE HEREBY NOTIFIED that it is a violation of the policy of this school district for any employee to unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15.  "Workplace" is defined as the site for the performance of work done in connection with a federal grant.  That includes any place where work on a school district federal grant is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.  YOU ARE FURTHER NOTIFIED that it is a condition of your continued employment on any federal grant that you will comply with the above policy of the school district and will notify your supervisor of your conviction of any criminal statute for a violation occurring in the workplace, no later than 5 days after such conviction.   Any employee who violates the terms of the school district's drug-free workplace policy may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the school district.  **POSSESSION OF WEAPONS ON SCHOOL GROUNDS OR AT SCHOOL ACTIVITIES – ALL EMPLOYEES**The possession of a handgun or other weapon, including mace, pepper spray, stun gun, etc., on school premises or at any school-related activity by any employee of the district or any other individual, including those persons having permits for possession of such weapons, is prohibited.  Employees in violation of this policy will be subject to disciplinary action.It is the responsibility of every employee to report to his/her principal or immediate supervisor or the person responsible for supervising a school event any knowledge of the possession of a handgun or other weapon on school premises or at any school-related activity by any individual.  Appropriate steps shall then be taken to carry out the intent of this policy, including notification of police officials, so that persons in possession of such weapons promptly leave school premises or activities and/or are refused admittance to school buildings or events.  |
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| **Original Adopted Date:** | 6/16/2009 |
| **Approved/Revised Date:** | 6/16/2009 |

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