

Exhibit D- Jessica Lunsford Act

REFERENCED- The 2019 Florida Statutes

Title XLVIII

K-20 EDUCATION CODE

Chapter 1012

PERSONNEL

[View Entire Chapter](#)

1012.465 Background screening requirements for certain noninstructional school district employees and contractors.—

(1) Except as provided in s. 1012.467 or s. 1012.468, noninstructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board.

(2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.

(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

History.—s. 14, ch. 2004-295; s. 21, ch. 2005-28; s. 6, ch. 2007-207.

As the above Florida Statute relates to the FINGERPRINTING, JESSICA LUNSFORD ACT for the MCSD:

Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with Florida Statute FS1012.465 – Jessica Lunsford Act.

2.1 Level 2 screening excludes personnel working on school

district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.

2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:

2.3 Contractor/CM, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.

2.4 Contractor/CM, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six foot high chain link fence separating work area and school.

2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.

2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five year's imprisonment and \$1,000 fine.

2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five year's imprisonment and \$1,000 fine.

2.8 Contractor/CM, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.

2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1200, Ext. 296.

2.10 The fingerprint screening must be completed in advance of the awarded Proposer providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Proposer and its employees. Awarded Proposer shall provide District with a list of its employees. Awarded Proposer shall update these lists in the event that any new employees are added and awarded Proposer agrees that new employees shall be fingerprinted. Awarded Proposer agrees that in the event any employee is convicted of a criminal offense, the awarded Proposer shall notify the District within forty-eight (48) hours.

2.11 The parties agree in the event that the awarded Proposer fails to perform any of the duties described in the above

paragraph, this shall constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded Proposer agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Proposer's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.