



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

February 20, 2018

ADMINISTRATIVE HEARING,
SPECIAL MEETING AND WORKSHOP: 9:00 A.M.
OF THE
CITRUS COUNTY SCHOOL BOARD
FEBRUARY 27, 2018

AGENDA:

ADMINISTRATIVE HEARING

SPECIAL MEETING

Opening Exercise

- I. ADOPTION OF AGENDA AS RECOMMENDED BY SUPERINTENDENT
- II. CITIZEN COMMENTS
- III. EDUCATIONAL SERVICES, SCOTT HEBERT
 - A. Approve the purchase (renewal) of services provided by Performance Matters to Citrus County School Board for the period of March 15, 2018 thru March 14, 2019
 - B. Approve \$1,803,200 in funding from the Florida Department of Education for Florida Best and Brightest Teacher Scholarship Program
- IV. SCHOOL SUPPORT SERVICES, JONNY BISHOP
 - A. Human Resources, Suzy Swain
 - 1) Approve Instructional and Support Recommendations
 - 2) Approve job title change for Director of Information Services to Director of Educational Technology
 - 3) Approve new job description for Coordinator of Educational Technology
 - 4) Approve additional wording to Performance Responsibilities on all current job descriptions
- V. ATTORNEY, LEGAL MATTERS
- VI. ANY OTHER BUSINESS THAT NEEDS TO COME BEFORE THE SCHOOL BOARD
- VII. ADJOURNMENT

1007 West Main Street • Inverness, Florida 34450-4625

TEL: (352) 726-1931

www.citruschools.org

Equal Opportunity Employer

WORKSHOP

I. TOPICS:

- A. PACE School Presentation
- B. Policy Review
- C. 2018-2019 Code of Student Conduct
- D. School Safety Discussion

II. ADJOURNMENT

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the Superintendent's Office at 726-1931, ext. 2206, prior to the date of the scheduled School Board Meeting.

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for: February 27, 2018 School Board Meeting.

Requested by: Amy Crowell, Department of Research and Accountability

Additional contact(s)/originator: _____

Document Title: Approve the purchase (renewal) of services provided by Performance Matters to Citrus County School Board for the period of March 15, 2018 thru March 14, 2019

Board Action Required:

- Presentation / Recognition Information _____
- Consideration / Approval: Approve the purchase (renewal) of services provided by Performance Matters to Citrus County School Board for the period of March 15, 2018 thru March 14, 2019

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office other _____

Executive Summary / Highlights:

Purchase of services from Performance Matters for an additional year of the Unify Module Subscription (ADMS Assessment & Data Management System) and the Unify Administer Online Assessment.

Agreement automatically renews on the anniversary of the effective date for successive one-year terms unless customer give Performance Matters written notice no less than sixty (60) days before the end of the Term.

Strategic Goals:

1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activities

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted.)
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community connections

Financial Impact to the District: \$95,778.90

Amount Budgeted \$95,000.00 Additional Amount Requested \$778.90

Funding Source: General Operating Funds

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/ level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy Wilson

(Form Board Approved 7/10/07)



Subscription, Services and Hosting Agreement

This Subscription, Services and Hosting Agreement ("Agreement") is made between the following parties:

Performance Matters LLC , a Utah limited liability company, located at: 7730 South Union Park Avenue, Suite 500 Sandy, Utah 84047 (referred to in this Agreement as "PM") and	Citrus County School Board located at 1007 W. MAIN STREET INVERNESS, FL 34450 (referred to in this Agreement as "Customer")
--	--

RECITALS

- A. PM is a provider of internet-based professional growth, data management, development and assessment platforms, products, systems and hosting services for schools, district, educators and other educational institutions and customers.
- B. Performance Matters and Customer entered into a Subscription, Services and Hosting Agreement dated March 14, 2017 for access to PM's system, and use PM's services and products to manage its professional development and data management needs.
- C. This Agreement supersedes and replaces any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, and comprises the complete agreement between the parties with respect to the subject matter. This Agreement may only be modified by a written agreement executed by both parties.
- D. As of July 2016, the address of record for Performance Matters LLC is changed to 7730 South Union Park Avenue, Suite 500, Sandy UT 84047 and the payment remittance address is changed to 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to accounting@performancematters.com.

THE PARTIES AGREE AS FOLLOWS:

- 1. **SITE SUBSCRIPTION AND PM PRODUCTS AND SERVICES.** During the Term of this Agreement, PM agrees to provide Customer and Customer-identified authorized users ("Authorized Users") a subscription that includes access to and usage of a PM-hosted, Customer-branded website on the internet (the "Site") and PM's internet-based K-12 professional growth and data management products ("Products") as described in Exhibit A. The Site will include certain proprietary software and Products of PM and will contain certain content and data entered by Customer. PM will provide ongoing support and maintenance services for the Site and Products, including application software required to support the Products and enhancements when generally made available. In conjunction with the subscription, PM will also provide (a) Implementation Services, (b) Hosting Services, (c) Software and Products, and (d) Training Services, each as set forth in detail in Exhibit A.
 - a. **Hosting Services.** Unless otherwise specified in Exhibit A or in a separate Service Level Agreement ("SLA"), and subject to routine maintenance and upgrade requirements, PM will use commercially reasonable efforts to have hosting services available for the Customer Site at all times. Customer will be notified by the PM Project Team regarding scheduled system maintenance, product patch release dates and associated information. PM provided hosting services for the Site do not include internet access at Customer's or any Authorized User's location. Obtaining and maintaining internet access will be solely Customer's responsibility and PM shall have no liability for interruptions and outages caused by Customer's Internet Service Provider.
 - b. **Software and other Products.** Subject to Section 5, PM will provide Customer access to and a limited license to use the Products and proprietary software for the number of users, the subscription term and at the cost specified in Exhibit A. As provided in Section 5 below, all Software licenses are non-exclusive and non-transferable, and shall terminate on the same date as this Agreement.
 - c. **Training Services.** Training services, Site and Product training, videos and/or documentation ("Training Services") for Customer are detailed in Exhibit A, and will be scheduled at a time mutually agreeable to the parties. All Training Services listed in Exhibit A must be completed within the first twelve months of the initial Term of the Agreement. Any Training Services detailed in Exhibit A that are not used during the first twelve months of the initial Term are forfeited by the Customer. Upon execution of the Agreement, any unused Training Services previously purchased by Customer will expire. Class size for any Training Services is limited to twenty (20) attendees per session. PM may charge an extra fee for additional attendees in its sole discretion.

- d. Service Change Requests. Any Customer requested updates, revisions, enhancements or changes in scope, Products, or price that are not provided for in Exhibit A must be documented in a Service Change Request (“SCR”) in the form attached as Exhibit B. Each SCR is an amendment to the Agreement, and must be executed by the parties prior PM commencing any of the work requested.
2. **CUSTOMER RESPONSIBILITIES AND OBLIGATIONS**. During the Term of the Agreement, Customer will be responsible for the following:
- a. Customer Data Format for Import and Implementation. PM will provide Customer with specific data formatting and content requirements for the Customer Data that will be imported onto PM’s platform (the “Data Import Requirements”). Customer will provide PM with all employee and other authorized user information at its own expense and in the format set forth in Data Import Requirements to perform the Implementation Services. Customer is responsible for insuring that the Customer Data to be imported complies with the Data Import Requirements. In the event Customer’s implementation requires PM to process custom import files that differ from the Data Import Requirements, additional charges will apply and will be itemized in an SCR for approval by the parties prior to import services being performed.
- b. Customer will manage and protect all authorized user registration, maintenance of passwords and accounts for end-user access, will keep all passwords secure and confidential, and will disable accounts and passwords as appropriate upon termination of any authorized user. Customer will use commercially reasonable efforts to prevent unauthorized access to its accounts. Customer will notify PM within forty-eight (48) hours in the event Customer becomes aware of any breach or unauthorized access to its account(s).
- c. Customer be solely responsible for the accuracy and completeness of Customer Data and all activity in its account and on the Site.
- d. Customer will use the Site, Products and Services only in accordance with PM’s written technical guides and applicable law. Customer may allow authorized third parties to access the Product(s) and Site in compliance with the terms of this Agreement, provided that (i) the access is for the sole benefit of Customer; and (ii) such Customer-authorized third parties are contractually bound to comply with all applicable federal, state and local laws and with the terms of this Agreement.
3. **EFFECTIVE DATE, TERM AND TERMINATION**. This Agreement begins on the last date of signature (“Effective Date”). The initial Agreement term (“Term”) is one year unless otherwise detailed in Exhibit A. The Agreement automatically renews on the anniversary of the Effective Date for successive one-year terms (“Renewal Term”) unless Customer gives PM written notice no less than sixty (60) days before the end of the Term or current Renewal Term or current Subscription Term identified in Exhibit A.
- a. Mutual Termination for Material Breach. Except for non-payment, if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- b. Suspension for Violations of Law. PM may temporarily suspend the Service or remove the applicable Customer Data, or both, if PM in good faith believes that Customer has violated any Applicable Law as part of using the PM System.
- c. Effect of Termination. Upon termination or expiration of the Agreement:
1. PM will end Customer’s Subscription, and terminate Customer’s access to the Site, Services, Products, and related software.
 2. Customer will immediately pay any fees due and owing prior to the termination date.
 3. Upon written request of Customer, PM will make the Site and any Product available for Customer to export customer data for 60 days after termination.
- d. Funding-Out Clause. . The Customer’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Customer and the availability of funds to pay for the goods and services in this Agreement. Customer shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the Customer. PM will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the Customer shall remain obligated to pay for all purchase orders for products or services fulfilled by PM prior to the termination notice.
- e. Non-payment of Fees. PM may terminate this Agreement and Customer’s access to the Site, Services, Products and associated software for Customer’s non-payment of amounts owed.

4. FEES.

- a. Fees and Payment Terms. Customer will pay all fees set forth on Exhibit A within thirty (30) days of receipt of invoice, unless other payment terms have been provided for and agreed upon in Exhibit A. Payments not made when due, shall bear interest at the rate of 1.5% per month, or the highest legal rate, whichever is less, commencing as of the due date, until fully paid.
- b. Taxes. If Customer provides PM with a valid tax exemption certificate authorized by the appropriate taxing authority, PM will not charge or collect sales or other taxes as the exemption certificate provides. If no exemption certificate is provided, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Invoice (except for any PM income or PM employee taxes).

5. INTELLECTUAL PROPERTY, OWNERSHIP AND LICENSE.

- a. License to Use Products. PM grants to Customer a limited, non-exclusive, non-transferable license to access and use software and Product(s) for the number of users and for the subscription term specified in Exhibit A. This license is solely for Customer's internal educational and training purposes.
- b. Customer Data. Customer represents and warrants that Customer has appropriate rights to any data and content Customer uploads or enters into the Site or a Product ("Customer Data"). All Customer Data remains the property of Customer, as between PM and Customer. Customer grants PM the right to use the Customer Data solely for purposes of performing under this Agreement and in accordance with all applicable federal, state and local laws and regulations ("Applicable Laws"). PM will adopt, implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis.
- c. Restrictions. Customer will not (i) sell, resell, rent or lease the Site, Products, Software, or any other deliverable under this Agreement, (collectively, the "PM System") or use the PM System in a service provider capacity; (ii) use the PM System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights or Applicable Law; (iii) interfere with or disrupt the integrity or performance of the PM System or attempt to gain unauthorized access to the PM System or their related systems or networks; (iv) use the PM System for any use other than for internal Customer educational or professional development purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the PM System, or modify, create derivative works based on the PM System; or (vi) access the PM System to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Any materials placed on the PM System inconsistent with the foregoing requirements shall be deemed to be a material breach of this Agreement and may be removed by PM.
- d. Products. All audio, video and other content, curriculum, documentation, and software (including without limitation applets, animations, and application software) required to support the PM System provided by PM as part of the Subscription are licensed to Customer as follows: PM grants Customer a non-exclusive, non-transferable license during the Agreement Term to access and use the PM System for internal educational and training purposes solely in connection with this Agreement.
- e. Artistic and Content Control. Except as expressly provided otherwise under the Agreement, Customer shall have exclusive artistic and editorial control over the Site, including the Site design and integration of Customer content. Any changes made to the artistic and editorial content of the Site following Customer's initial acceptance of the Site, will be subject to a SCR executed by the parties.
- f. PM's Reservation of Rights. The content, documentation, code, software, workflow processes, user interface, website, designs, design concepts, know-how, methodologies, used in or as part of the PM System are the sole property of PM and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain solely with PM and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the PM System. PM reserves all other rights not expressly granted to Customer in this Agreement.
- g. The Parties recognize and agree that the Customer is subject to the provisions of the Florida Public Records Law, as codified in chapter 119, Florida Statutes. Therefore, any claim by the PM that its records or work is confidential or a trade secret must be made in compliance with s. 812.081 and s. 815.045, Florida Statutes. If the Customer receives a public records request for materials the PM has previously and specifically indicated in writing to the Customer is a trade secret, then the Customer agrees to use reasonable efforts to timely notify the PM such public records request, at which time the PM may independently pursue a court order protecting the disclosure of such information. Excepting information designated by the PM as a trade secret under Florida law, the foregoing shall not be deemed the Customer's guaranty of the non-disclosure of any and all information provided by the PM to the Customer pursuant to the Customer's legal obligation to comply with a Public Records request. Should a request be made for disclosure of confidential records of the other party, the School District shall provide notice to the

other party who may then, at its discretion, respond to the request. Should the other party not disclose the records/documents, the other party shall defend and indemnify the School District for any fees and costs which are incurred or taxed against the Citrus County School District as a result of the non-disclosure.

6. MUTUAL CONFIDENTIALITY.

- a. Definition of Confidential Information. Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by applicable law that is disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). PM's Confidential Information includes without limitation its user interface design and layout, pricing information, the Products, the Services or any deliverables.
- b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. Exclusions. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide the non-disclosing party with advance notice to seek a protective order.
- d. Notwithstanding the foregoing, the Parties recognize that the Customer is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the Customer is served with a request to disclose any or all of PM's Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the Customer will promptly notify PM in order to provide PM sufficient time to object to such request and pursue a court order protecting the disclosure of such information at PM sole costs and expense. PM shall notify the Customer, in writing, of its intent to seek protection of the Confidential Information within ten (10) days of receipt of the Customer's notification. PM failure to notify the Customer of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the Customer to comply with the disclosure request. If PM notifies the Customer of its intent to seek a court order protecting the disclosure of the information, then the Customer will take reasonable steps to cooperate with PM in contesting such request, requirement or order or in otherwise protecting PM rights prior to disclosure.

7. INDEMNIFICATION.

- a. PM will defend or settle any third party claim against Customer to the extent that such claim alleges that PM technology used to provide the Site, Services or Products violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies PM of the claim in writing, cooperates with PM in the defense, and allows PM to solely control the defense or settlement of the claim. PM will pay infringement claim defense costs, PM-negotiated settlement amounts, and court awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then PM may modify the Site, Services or Products, procure the necessary rights, or replace the infringing part of the Site, Services or Products with a functional equivalent. If PM determines that none of these are reasonably available, then PM may terminate access to the Site, Services or Products and refund any prepaid and unused fees. PM has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by PM or for any third party web services not owned by PM. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND PM'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless PM from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement, (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service, and (iii) any Customer violation of applicable law which results in third party claim against PM.
- c. Notwithstanding the foregoing, the Customer intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the Customer's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended

to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. WARRANTY AND WARRANTY EXCLUSION.

- a. **Compliance Warranty.** Each party will comply with, and will cause each of its employees, agents, and contractors to comply with all laws applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). Notwithstanding any provision to the contrary contained in this agreement between PM and Customer; PM and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, PM for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Citrus County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Citrus County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Citrus County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Citrus County, Florida arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon PM until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.
- b. **PM Service Warranty.** PM warrants that commercially reasonable efforts will be made to maintain the online availability of the Site, Services or Products. CUSTOMER'S EXCLUSIVE REMEDY AND PM'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR PM TO REPAIR THE NON-CONFORMING SERVICES OR PRODUCT, OR IF PM CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN PM MAY TERMINATE ACCESS TO THE SITE, SERVICES OR PRODUCTS AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.
- c. **DISCLAIMERS.** ALL PRODUCT AND SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SITE, SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SITE, SERVICES OR PRODUCTS ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SITE, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE, SERVICES OR PRODUCTS WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

9. LIMITATIONS OF LIABILITY.

- a. **EXCLUSION OF INDIRECT DAMAGES.** PM IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** PM'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. GENERAL.

- a. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided however that PM may assign this Agreement to a purchaser of all or substantially all of its assets or its business provided that the assignee agrees to be bound by all of PM's duties and obligations under this Agreement. Any attempt to assign this Agreement without such consent will be null and void.

- b. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- c. Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control including acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, failure of the internet, or fuel crises, provided that such party gives prompt written thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, at which time this Agreement will be deemed terminated by mutual consent of the parties subject to each party's post-termination obligations set forth in this Agreement.
- d. Notices. All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail, return-receipt requested, or nationally recognized express courier, to the address shown above, attention the parties' authorized representative, or as may otherwise be specified by either party.
- e. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- f. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- g. Export Control. The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Customer agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Customer acknowledges and agrees that Customer is responsible to obtain any license to export, re-export, import, or transmit as may be required.
- h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.
- i. Money Damages Insufficient. Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- j. Vendor Storing Data: In the event of a breach of security as defined in section 501.171, Florida Statutes, PM shall notify the School Board immediately, but no later than ten (10) calendar days following a determination of a breach of data security. Additionally, PM shall fully cooperate, at its own expense, with the School Board regarding the School Board's statutory notification requirements.
- k. **PUBLIC RECORDS NOTICE**

IF PM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, CERNICHC@ CITRUS.K12.FL.US ; 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

PM is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the Customer to perform the service.
 - b. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the PM does not transfer the records to the Customer.
 - d. Upon completion of the contact, transfer, at no cost, to the Customer all public records in possession of PM or keep and maintain public records required by the Customer to perform the service. If PM transfers all public records to the Customer upon completion of the contract, PM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PM keeps and maintains public records upon completion of the contract, PM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request of the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
 - e. The failure of the PM to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the Customer.
- l. Entire Agreement: Amendment. This Agreement and the attached Exhibits A and B comprise the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified by a written agreement executed by both parties.

Accepted as of the Effective Date.

Customer: Citrus County School Board

Performance Matters LLC

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



EXHIBIT A

FEES, IMPLEMENTATION REQUIREMENTS and PRICING

District Pricing Summary:

- a. The Products are provided with “AS IS” functionality available on the Effective Date of this Agreement.
- b. No custom work is included in the listed price.

1. **SITE IMPLEMENTATION FEES.** The Site Implementation Fees are based on the standard hours required by PM to perform the Baseline Site setup. Any additional hours needed to complete the Baseline Site setup will be addressed in a SCR to be agreed upon and executed by the parties. Implementation fees are detailed in the chart below:

Site Implementation Services	Fee
NA	\$0.00
Total of all Site Implementation Services:	\$0.00

2. **TRAINING SERVICES.**

All Training Services must be scheduled and performed within the first twelve months of the initial Term of this Agreement.

Training Services	Quantity	Fee
NA	0	\$0.00
Total of all Training Services:		\$0.00

3. **SUBSCRIPTION FEES.**

Subscription Fees listed in the chart below are for Year 1 of the Agreement and include hosting services. All subscription fees will be increased by five percent (5%) annually on the anniversary of the Effective Date for the term of the Agreement.

Product	Per User Cost	Subscription Term	Subscription Fee
Unify Module Subscription – See Service Descriptions 15,203 Students	\$5.25	March 15, 2018 – March 14, 2019	\$79,815.75
Unify Administer Online Assessment 15,203 Students	\$1.05	March 15, 2018 – March 14, 2019	\$15,963.15
Total Subscriptions			\$95,778.90

4. **INVOICING:**

Milestone	Fee Due Upon Milestone Completion	Due Date	Invoice Terms
Contract Execution	\$95,778.90	March 15, 2018	NET 30

Products

Student Growth Solutions – Service Descriptions

Author		Description
X	Collaboration	Collaborate with others inside or outside of your organization to author, review, rate and approve assessment content.
X	Blueprint	Design a complete standards-based blueprint for any course or choose from the broad selection of blueprints available.
X	Design Studio	Build innovative items and assessments; build assessments from existing item banks or choose from a broad selection of existing assessments.

Administer		Description
X	Performance Scoring	Interactive scoring of constructed student responses in media, print or text using bracketed rubrics and anchors.
X	ScanEngine	Testing via plain paper Scan Form using any modern scanner or multi-function printing technology.
X	OnLineAssessment (OLA)	Student online testing platform that incorporates the new Technology Enhanced Items. *Requires Performance Scoring to score constructive response questions.
	GradeCam	Administer classroom assessments via Unify using GradeCam's camera-based capture software.

Analyze		Description
X	Student Item Analysis	Interactive item analysis of Unify assessments to evaluate student performance and item quality.
X	Baseball Card and Scoreboard Analytics	Powerful ad hoc and comparative reporting for a wide range of measures and attributes including local, state and third party assessments.
X	Baseball Card Basic	Powerful ad hoc reporting for local assessments administered in Unify.
X	MyUnify Home Page	Educators Home Page that provides relevant information with on demand connections to assessment, intervention, and curriculum resources.
	Early Warning Indicators	Customized business rules that drive the identification of students at risk among a broad range of measures.
X	Item Statistics	Item discrimination, test validity and distractor analysis that connect to item edit and review workflow to continuously improve assessment content.
X	FASTe Analytics	Longitudinal analysis of state test performance and teacher observation results.
X	FASTe Multi-Measure	Reporting to support multi-measure educator evaluations.

Exhibit B
Form of Service Change Request ("SCR")

Performance Matters LLC ("PM") a Utah limited liability company, located at: 7730 South Union Park Avenue, Suite 500 Sandy, Utah 84047		Customer Name ("Customer") located at: Address1 City, State Zip Code	
SCR Effective Date		SCR Number	
PM contact:		Client contact:	

Effective on the SCR Effective Date, this SCR is incorporated by this reference into the Subscription, Services and Hosting Agreement dated _____, 20__ ("Agreement") by and between the parties and is governed by the terms and provisions of that Agreement. Except as amended or supplemented by this SCR, the terms and conditions of the Agreement remain in full force and effect.

1. The Payment Remittance Address is Performance Matters, Accounts Receivable, 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to <accounting@performancematters.com>.

Description of SCR Change to Agreement:

Accepted and Agreed as of SCR Effective Date.

[Customer]	Performance Matters LLC
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

REQUESTS FOR SCHOOL BOARD AGENDA



Requested for: February 27, 2018 School Board Meeting.

Requested by: Amy Crowell, Department of Research and Accountability

Additional contact(s)/originator: _____

Document Title: The Florida Best and Brightest Teacher Scholarship Program

Board Action Required:

Presentation / Recognition Information _____

Consideration / Approval: Approve \$1,803,200.00 in funding from the Florida Department of Education for Florida Best and Brightest Teacher Scholarship Program

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office other _____

Executive Summary / Highlights:

The Florida Legislature established *The Florida Best and Brightest Teacher Scholarship Program* (section 1012.731, Florida Statute) to award classroom teachers who have demonstrated a high level of academic achievement and/or received a "Highly Effective" or "Effective" rating last school year. There are three scholarships available under this section for the 2017-2018 school year in the amount of \$6,000, \$1,200 and \$800.

The total funding authorized for Citrus County is \$1,803,200.00.
917 teachers in our district are eligible for at least one of the three scholarships.

- 126 teachers will receive \$7200 (\$6000 + \$1200)
- 6 teachers will receive \$6000
- 580 teachers will receive \$1200
- 205 teachers will receive \$800

Strategic Goals:

1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activities

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted.)
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community connections

Financial Impact to the District:

Amount Budgeted \$1,803,200.00 Additional Amount Requested _____

Funding Source: Florida Department of Education

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

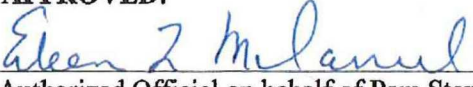
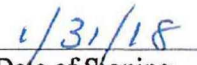

Pay grade/ level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy Wilson

(Form Board Approved 7/10/07)

**Florida Department of Education
Project Award Notification**

1 PROJECT RECIPIENT Citrus County School District	2 PROJECT NUMBER 090-94000-8D001
3 PROJECT/PROGRAM TITLE Florida Best and Brightest Teacher & Principal Scholarship Program <p align="center">TAPS 18A094</p>	4 AUTHORITY HB 7069 s1012.731 & s1012,732, F.S. USDE or Appropriate Agency FAIN#:
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 07/01/2017 - 06/30/2018 Program Period:07/01/2017 - 06/30/2018
7 AUTHORIZED FUNDING Current Approved Budget: \$1,808,200.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$1,808,200.00	8 REIMBURSEMENT OPTION As Specified in the Terms and Conditions
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2018</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2018</u> • Last date for receipt of proposed budget and program amendments: <u>05/30/2018</u> • Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: • Date(s) for program reports: • Federal Award Date : <u>07/01/2017</u> 	
10 DOE CONTACTS Program: Eileen McDaniel Phone: (850) 245-0562 Email: Eileen.McDaniel@fldoe.org Grants Management: Unit A (850) 245-0496	Comptroller Office Phone: (850) 245-0401 Duns#: 079798966 FEIN#: f596000546049
11 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> • This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs and the terms and requirements of the Request for Proposal or Request for Application, RFP/RFA, hereby incorporated by reference. • Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education, with the final expenditure report. The check must clearly identify the project number for which funds are being returned. • In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation. • All provisions not in conflict with any amendment(s) are still in full force and effect and are to be performed at the level specified in the project award notification. • Other: 	
12 APPROVED: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Authorized Official on behalf of Pam Stewart Commissioner of Education </div> <div style="text-align: center;">  Date of Signing </div> <div style="text-align: right;">  FLORIDA DEPARTMENT OF EDUCATION FLD fldoe.org </div> </div>	

**INSTRUCTIONS
PROJECT AWARD NOTIFICATION**

- 1** Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.
- 2** Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).
- 3** Project Description: Title of program and/or project. TAPS #: Departmental tracking number.
- 4** Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.
- 5** Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6** Project Periods: The periods for which the project budget and program are in effect.
- 7** Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).
- 8** Reimbursement Options:
 - Federal Cash Advance –On-Line Reporting required monthly to record expenditures.
 - Advance Payment – Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.
 - Quarterly Advance to Public Entity – For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.
 - Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.
- 9** Timelines: Date requirements for financial and program reporting/requests to the Department of Education.
- 10** DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.
- 11** Terms and Special Conditions: Listed items apply to this project. (Additional space provided on Page 2 of 2 if needed.)
- 12** Approved: Approval signature from the Florida Department of Education and the date signature was affixed.

Selman, Janet

Subject: FW: Best & Brightest discrepancy

-----Original Message-----

From: Vino, Patti
Sent: Tuesday, February 06, 2018 3:21 PM
To: 'Wilkinson, Sue' <Sue.Wilkinson@fldoe.org>
Cc: Crowell, Amy <CrowellA@citrus.k12.fl.us>; Wilson, Tammy <WilsonTa@citrus.k12.fl.us>
Subject: RE: Best & Brightest discrepancy

Thank you Sue!

-----Original Message-----

From: Wilkinson, Sue [mailto:Sue.Wilkinson@fldoe.org]
Sent: Tuesday, February 06, 2018 3:20 PM
To: McDaniel, Eileen <Eileen.McDaniel@fldoe.org>; Crowell, Amy <CrowellA@citrus.k12.fl.us>; Vino, Patti <VinoP@citrus.k12.fl.us>
Cc: Best and Brightest Application Submittal <BestandBrightestApplicationSubmittal@fldoe.org>
Subject: RE: Best & Brightest discrepancy

We will decrease the project. Our apologies we were moving quickly to meet the deadline.

Sue Wilkinson, FCCM
Director
Grants Management Services
Room 332F, Turlington
850 245 0712

-----Original Message-----

From: McDaniel, Eileen
Sent: Tuesday, February 06, 2018 2:38 PM
To: Crowell, Amy <CrowellA@citrus.k12.fl.us>; vinoP@citrus.k12.fl.us
Cc: Wilkinson, Sue <Sue.Wilkinson@fldoe.org>; Best and Brightest Application Submittal <BestandBrightestApplicationSubmittal@fldoe.org>
Subject: FW: Best & Brightest discrepancy

Good afternoon!
I am forwarding your concern to Grants Management who will review..
Thank you.
With kind regards,
Eileen

Eileen L. McDaniel
Chief
Bureau of Educator Recruitment, Development & Retention Florida Department of Education
325 West Gaines Street, Suite 124, Tallahassee, FL 32399
850-245-0562

-----Original Message-----

From: Vino, Patti [mailto:VinoP@citrus.k12.fl.us]
Sent: Tuesday, February 06, 2018 2:25 PM
To: McDaniel, Eileen <Eileen.McDaniel@fldoe.org>
Cc: Wilson, Tammy <WilsonTa@citrus.k12.fl.us>; Crowell, Amy <CrowellA@citrus.k12.fl.us>
Subject: Best & Brightest discrepancy

Good Afternoon,

Attached you will find our award letter (1st attachment) and the allocation sheet that we received from the FDOE showing how much we are allocated as well as our budget narrative (2nd attachment).
On the award letter, it shows our budget being \$1,808,200.00. On the allocation sheet and the budget narrative, it shows our budget being \$1,803,200.00. (a \$5,000.00 difference) We received the \$1,803,200.00 today. Could you please adjust the award letter to match our allocation?

Thank you,

Patti Vino
Citrus County Schools
Sr. Finance Accountant
(352) 726-1931 ext. 2414

-----Original Message-----

From: patti [mailto:vinop@citrus.k12.fl.us]
Sent: Tuesday, February 06, 2018 2:16 PM
To: Vino, Patti <VinoP@citrus.k12.fl.us>
Subject: Message from "DSN124"

This E-mail was sent from "DSN124" (Aficio MP 4002).

Scan Date: 02.06.2018 14:15:48 (-0500)
Queries to: ricoh@citrus.k12.fl.us

Under Florida law, email addresses are public records. Your email address and the contents of any email sent to the sender of this communication will be released in response to any request for public records, except as excluded by F.S. 119.071, 1002.22 [student records], or any other law of the State of Florida. If you do not want your email address released in response to a public records request, do not send electronic mail to this address. Instead, contact this office by phone or in writing.

Ad Receipt 1001 R 0000 3399 0000 00195

PAGE: 2 VENDOR PAYMENT HISTORY RECORDS FOR FEID / SSN: 596000546

PAYMENT DATE	PAYMENT NUMBER	PAYEE NAME	PAYMENT TYPE	AGENCY DOC.NBR.	INVOICE NUMBER	INVOICE AMOUNT
--------------	----------------	------------	--------------	-----------------	----------------	----------------

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES AT (850) 617-3301

2018/02/05	<u>0420731</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V005157	FLBBTEACH	<u>1,803,200.00</u>
------------	----------------	----------------------------	-------------	---------	-----------	---------------------

17-00635
Best of Brightest
Dept of Highway Safety

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF EDUCATION AT (850) 245-0401

2018/02/05	<u>0421434</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V004209	O18156535	<u>14.00</u>
------------	----------------	----------------------------	-------------	---------	-----------	--------------

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HEALTH AT (850) 617-4904

2018/02/05	<u>0422039</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	VD80297	0118 Pari	<u>55,812.50</u>
------------	----------------	----------------------------	-------------	---------	-----------	------------------

1601R 3341 0000.9950 -
Racing Commission
Dept of Highway Safety

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF REVENUE AT (850) 617-8586

2018/02/05	<u>0422273</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V011135	MH012918	<u>187.75</u>
------------	----------------	----------------------------	-------------	---------	----------	---------------

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES AT (850) 617-3301

2018/02/06	<u>0424330</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V004243	O18136379	<u>16.00</u>
2018/02/06	<u>0424330</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V004243	O18136380	<u>14.00</u>
2018/02/06	<u>0424330</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V004243	O18136381	<u>16.00</u>

*PAYMENT TOTAL: 46.00

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HEALTH AT (850) 617-4904

2018/02/07	<u>0426367</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V004275	O18128373	<u>16.00</u>
2018/02/07	<u>0426367</u>	CITRUS COUNTY SCHOOL BOARD	REGULAR EFT	V004275	O18142176	<u>16.00</u>

**PERSONNEL INFORMATION
(SUPPORT)
SCHOOL BOARD MEETING FEBRUARY 27, 2018**

APPOINTMENTS FOR 2017-2018:

Charlotte Brill-LHS-Food Service Assistant R	02/13/18
Tammy Carmichael-FRE-Teacher Aide (6 Hour) TERM-Change to-CREST-Teacher Aide (8 Hour) TERM N	02/26/18

LEAVE OF ABSENCE REQUESTS FOR 2017-2018:

RESIGNATIONS FOR 2017-2018:

John O'Donnell-CRP-Custodian	03/15/18
------------------------------	----------

RESIGNATIONS FROM DROP 2017-2018:

RETIREMENTS FOR 2017-2018:

RETIREMENTS TO DROP 2017-2018:

SUSPENSIONS/TERMINATIONS 2017-2018:

LINE OF DUTY:

Joni Seagreaves-IS-Senior Application Support Analyst	(9 Hours)
---	-----------

ADDITIONAL DAYS:

ADDITIONAL PERSONNEL FOR SUMMER SCHOOL 2018:

**PERSONNEL INFORMATION
(INSTRUCTIONAL)
SCHOOL BOARD MEETING FEBRUARY 27, 2018**

APPOINTMENTS FOR 2017-2018:

Diane Buie-IMS-Certified School Counselor R

02/15/18

RECOMMENDATIONS FOR OUT-OF-FIELD TEACHERS 2017-2018:

Certification Area

Out-of-Field Assignment

LEAVE OF ABSENCE REQUESTS FOR 2017-2018:

RESIGNATIONS FOR 2017-2018:

RESIGNATIONS FROM DROP 2017-2018:

Deborah Daniels-CRM-Teacher

05/25/18

RETIREMENTS FOR 2017-2018:

RETIREMENTS TO DROP 2017-2018:

SUPPLEMENTS (ATHLETIC AND OTHER) 2017-2018:

SUSPENSIONS/TERMINATIONS 2017-2018:

LINE OF DUTY:

ADDITIONAL DAYS:

ADDITIONAL PERSONNEL FOR SUMMER SCHOOL 2018:

REQUEST FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 School Board Meeting.
Requested by Suzanne Swain, Department of Human Resources
Additional contact(s)/originator Jonny Bishop
Document Title Job Description Title Change for Director of Information Services to Director of Educational Technology

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Approve Job Title Change for Director of Information Services to Director of Educational Technology

(This wording should be your actual motion to appear on the agenda.)

Backup Materials: Attached Available in district office Other

Executive Summary / Highlights:

Two positions, Director of Instructional Technology and Director of Information Services, were realigned to meet the current technology needs of the district. The current job description for Director of Instructional Technology was restructured and will now be titled Director of Educational Technology. The Director will now supervise the Coordinator of Educational Technology and assigned personnel. The job responsibilities were added, deleted and changed based on the needs of the new position.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems
- Emphasis on at-risk and special groups of learners (including gifted)
- Staff development, recruitment, and retention of workforce
- Data systems (technology)
- Allocation of resources (human, physical, technological, financial)
- Career preparation
- Community connections

Financial Impact to the District: \$0 No Additional Cost to the District
Amount Budgeted \$ _____ Additional Amount Requested \$ _____

Funding Source: _____

Personnel:

Estimated Salary \$ _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact Reviewed By: Sammy Wilks
(Form Board Approved 7/10/07)

SCHOOL DISTRICT OF CITRUS COUNTY

JOB DESCRIPTION

DIRECTOR OF ~~INFORMATION SERVICES~~ EDUCATIONAL TECHNOLOGY

QUALIFICATIONS:

- (1) ~~Bachelor's- Master's Degree in computer science, or related field~~ in administration, educational, technology, or a related field.
- (2) Five (5) years of successful ~~computer- technology~~ experience, three of which are administrative.
- (2)(3) Combination of education and experience may be substituted for the above requirements.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of systems, ~~mainframe and micro-operations,~~ networks, state and national technology initiatives, curriculum and technology integration, and instructional and administrative applications ~~development- and~~ processes. Organizational ~~and-people~~ skills. Ability to relate to people, ~~energize subordinates,~~ and provide clear direction. Ability to analyze and present data and findings in a logical and understandable format.

REPORTS TO:

~~Assistant Superintendent of Business and Support Services~~ Executive Director of Educational Services

JOB GOAL

~~To administer and coordinate the planning, development, implementation, and evaluation of the District's information services and application systems so as to provide the information and data necessary for the efficient and effective operation of the School District. To facilitate the implementation and management of information technology systems for increased student achievement, business, operations, reporting, and decision support in a fiscally responsible manner.~~

SUPERVISES:

Coordinator of Educational Technology and assigned support personnel. ~~Project Leaders, Programmer/Analysts, User Support Specialists, Database Support Specialists, and assigned support personnel.~~

PERFORMANCE RESPONSIBILITIES:

- (1) Develop technology systems that will enhance the District's primary mission to improve student learning.*
- (2) Provide leadership in the planning, prioritizing and development of a comprehensive information system, which is compatible with the Board- District goals, federal requirements, and Florida Department of Education requirements, and user needs.*
- (4)(3) Keep abreast with current, new and proposed federal and state reporting requirements and ensure all timelines are met.*
- ~~(2) Develop technology systems that will enhance the Districts primary mission to improve student learning.*~~
- ~~(3) Provide leadership to the District in establishing project priorities for the development and implementation of an educational information system.*~~
- (4) Implement policies and procedures to ensure the protection of IT assets, data integrity, security, and privacy entrusted to or maintained by the District.*
- (4)(5) Evaluate data gathering and processing techniques, which are applicable to the District's needs for information.*
- (5)(6) Provide services to schools in the area of information processing, including school-related computer applications (monitoring student progress, scheduling, grade reporting, attendance, etc.).*
- (7) Provide services to departments in the area of information processing, including District-related computer applications (FTE, payroll, financial accounting, budget, personnel, networking, forms control, systems analysis, etc.).*
- (8) Facilitate the development of the District's technology plan.*
- (9) Facilitates communications and planning efforts among district-level administrators and local school administrators regarding technology and digital content.*
- (10) Develop and maintain a district-wide technology management recovery plan to ensure timely and effective restoration of technology services in the event of disaster.*
- (6)(11) Plan and manage department staffing, IT policies and standards, and hardware/software selection, acquisition, development, and installation, and vendor engagements to ensure support of the District's

strategic goals.*

- (7)(12) Coordinate ~~steering committees and community support groups~~/advisory committees related to areas of responsibility.*
- (13) Facilitate the evaluation and selection of hardware and enterprise software.*
- (8)(14) Participate in the evaluation, selection and implementation of educational software.*
- (9) ~~Assist Executive Directors of Business Services and School Support Services to facilitate projection of the District's FTE.*~~
- (15) Plan, submit and monitor the federal, state and local budgets related to areas of responsibility.*
- (40)(16) Supervise and coach assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment action.*
- (44)(17) Perform other incidental tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

DIRECTOR OF ~~INFORMATION SERVICES~~ EDUCATIONAL TECHNOLOGY(Continued):

EVALUATION:

Performance of this job will be appraised in accordance with provisions of the Board's policy on appraisal of personnel.

*Essential Performance Responsibilities

Job Description Supplement Code 6

BOARD APPROVED 05/10/11

REVISED

REQUEST FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 School Board Meeting.
Requested by Suzanne Swain, Department of Human Resources
Additional contact(s)/originator Jonny Bishop
Document Title New Job Description for Coordinator of Educational Technology

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Approve New Job Description for Coordinator of Educational Technology

(This wording should be your actual motion to appear on the agenda.)

Backup Materials: Attached Available in district office Other

Executive Summary / Highlights:

Two positions, Director of Instructional Technology and Director of Information Services, were realigned to meet the current technology needs of the district. The current job description for Director of Instructional Technology was restructured and will now be titled Coordinator of Educational Technology. The Coordinator will now report to the Director of Educational Technology. The job responsibilities were added, deleted and changed based on the needs of the new position. The cost savings reflected below is due to the reclassification of this position from Director to Coordinator.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems
- Emphasis on at-risk and special groups of learners (including gifted)
- Staff development, recruitment, and retention of workforce
- Data systems (technology)
- Allocation of resources (human, physical, technological, financial)
- Career preparation
- Community connections

Financial Impact to the District: <\$24,603.35>
Amount Budgeted \$126,162.40 Additional Amount Requested \$ _____

Funding Source: _____

Personnel:

Estimated Salary \$ 81,433.00 hour _____ day _____ annual
Pay grade/level _____
Benefits + Board Match \$20,126.05 Terms of Position 251 Day

Financial Impact Reviewed By: Jammy White

(Form Board Approved 7/10/07)

SCHOOL DISTRICT OF CITRUS COUNTY JOB DESCRIPTION

COORDINATOR ~~DIRECTOR~~ OF ~~INSTRUCTIONAL~~ EDUCATIONAL TECHNOLOGY

QUALIFICATIONS:

- (1) Master's Degree in the field of education.
- (2) Certification and/or eligibility in administration and supervision, educational leadership, or other leadership certification.
- (3) Minimum of five (5) years successful technology and/or administrative experience in an education setting including three (3) years of classroom experience.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of ~~state-of-the-art~~ current research and best practices in areas of responsibility. ~~Knowledge of statutory and regulatory requirements in areas of responsibility.~~ Ability to interpret and promote technology for instructional use. Understanding of curriculum needs in relation to educational technology. Knowledge of ~~and ability to utilize appropriate job-related technology~~ computer networks and information technology systems. Ability to supervise people. ~~Good~~ Strong interpersonal and communication skills. Ability to analyze statistical data for trends and standard performance in various programs and to develop strategies for improvement. Knowledge of federal and state ~~reporting~~ requirements and information related to local instructional improvement.

REPORTS TO:

~~Executive Director of Educational Services~~ Director of Educational Technology

JOB GOAL

To provide leadership in planning, development, implementation, and evaluation of ~~instructional technology~~ educational technology to supplement and complement the instructional program ~~in order~~ to meet the needs of students throughout the District.

SUPERVISES:

~~District Technology Specialists, and~~ Assigned instructional and support personnel.

PERFORMANCE RESPONSIBILITIES:

- ~~(1) Serve as building administrator for the Technology Resource Center and its personnel, budget, and services.~~
- ~~(2)(1) Coordinate the planning, implementation, and evaluation of instructional- educational technology, and adoption and purchasing of educational materials including instructional computing, instructional television, and distance learning. *~~
- ~~(3)(2) Facilitate the review of instructional- educational technology programs in compliance with district, state, and federal laws, rules, and guidelines. *~~
- ~~(4)(3) Coordinate program planning to involve District and school personnel, community representatives and students when appropriate. *~~
- ~~(5)(4) Serve as a program consultant to school personnel with assistance in the identification of program needs and the selection of appropriate materials and equipment. *~~
- ~~(6)(5) Assist principals and instructional technology educational technology specialists in improving school instructional- educational technology programs. *~~
- ~~(7)(6) Facilitate the development of school and district plans related to instructional- educational technology. *~~
- ~~(8)(7) Serve as a member liaison of the Educational Services curriculum and instruction team. *~~
- ~~(9)(8) Facilitate the use of instructional- educational technology to enhance curriculum and instruction. *~~
- ~~(10)(9) Work with appropriate personnel to facilitate training and professional development related to instructional- educational technology for all stakeholders. *~~
- ~~(11) Coordinate and facilitate distance learning. *~~
- ~~(10) Facilitate the use of district information and management software systems (ex. Student information system, office suite) through communication and professional development opportunities. *~~
- ~~(12)(11) Align instructional- educational technology with the District mission and school improvement plans. *~~
- ~~(13)(12) Assist in the development of instructional- educational technology related handbooks, policies, evaluation instruments, and other guidelines. *~~

- (14)(13) Establish and implement organizational and procedural policies in regard to selecting, processing, and evaluating materials and equipment. *
- (15)(14) Determine technology related equipment needs and requirements and prepare bid specifications for their procurement. *
- (16)(15) Work with appropriate personnel in the planning, modification and construction of school facilities related to areas of responsibility. *

DIRECTOR- COORDINATOR OF INSTRUCTIONAL- EDUCATIONAL TECHNOLOGY (Continued):

- (17)(16) Assist in the development of area-related administrative guidelines and policies. *
- (18)(17) Attend and participate in educational meetings, workshops, and conferences pertinent to **instructional educational** technology programs and services. *
- (19)(18) Prepare all required reports and maintain all appropriate records. *
- ~~(20) Plan, submit, and monitor the annual budget for the Technology Resource Center, and district instructional technology programs and services. *~~
- (21)(19) Supervise and coach assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action. *
- (22)(20) Perform other incidental tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:

Medium Light Work: Exerting up to ~~50~~ **20** pounds of force occasionally, and/or up to ~~20~~ **10** pounds of force frequently and/or up to ~~10~~ pounds of force as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be appraised in accordance with provisions of the Board's policy on appraisal of personnel.

*Essential Performance Responsibilities
Job Description Supplement Code 5
BOARD APPROVED 7/12/11
REVISED

REQUEST FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 School Board Meeting.

Requested by Suzanne Swain Department of Human Resources

Additional contact(s)/originator Jonny Bishop

Document Title Approve Additional Wording to Performance Responsibilities on all Current Job Descriptions

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval Approve Additional Wording to Performance Responsibilities on all Current Job Descriptions

(This wording should be your actual motion to appear on the agenda.)

Backup Materials: Attached Available in district office Other

Executive Summary / Highlights:

Additional wording will be added to the Performance Responsibilities section of all current job descriptions. The addition is as follows: "Perform job responsibilities with sustained focus and attention to detail for extended periods of time." This addition will be an essential performance responsibility for all job descriptions.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems
- Emphasis on at-risk and special groups of learners (including gifted)
- Staff development, recruitment, and retention of workforce
- Data systems (technology)
- Allocation of resources (human, physical, technological, financial)
- Career preparation
- Community connections

Financial Impact to the District: \$0 No Additional Cost to the District

Amount Budgeted \$ _____ Additional Amount Requested \$ _____

Funding Source: _____

Personnel:

Estimated Salary \$ _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact Reviewed By: Sammy White

(Form Board Approved 7/10/07)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 School Board Meeting.

Requested by Scott Hebert, Department of Educational Services

Additional contact(s)/originator _____

Document Title PACE School Presentation to the School Board

Board Action Required:

Presentation/Recognition X Information _____

Consideration/Approval _____

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached _____ available in district office. _____ other _____

Executive Summary / Highlights:

PACE is a non-residential, gender-specific program for girls, grades 6-12, ages 11-17, who are experiencing difficulty or conflict in school or at home. The presentation will be presented by Yessica Cancel, Chief Operating Officer, Thresa Giles, Chief Business Officer, Carole Savage, Regional Executive Director and Reinaldo Garcia, Facility Risk Specialist.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: _____

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____


Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Wilson

(Form Board Approved 7/10/07)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 Workshop School Board Meeting.

Requested by Chuck Dixon  Department of Management

Additional contact(s)/originator _____

Document Title Policy 2.26 School Improvement and Education Accountability

Board Action Required:

Presentation/Recognition Present Information _____

Consideration/Approval _____

X Request to review the revisions to Policy 2.26 School Improvement and Education Accountability

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the revisions to Policy 2.26 School Improvement and Education Accountability.

This matter was discussed by the Policy and Forms Committee on April 20, 2017. There have been multiple revisions and additions to the policy at various stages of the process.

Revisions include: I., II., VI.; adds citation 6A-1.09981, FAC. The revision is necessary.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: 

(Form Board Approved 7/10/07)

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

SCHOOL IMPROVEMENT AND EDUCATION ACCOUNTABILITY

2.26*+

The School Board shall be responsible for school and student performance and for developing, approving, implementing, and maintaining a system of school improvement and education accountability pursuant to Florida Statutes and State Board of Education rules. The system shall establish the individual school as the unit for education accountability and shall conform with the provisions of planning, and budgeting, and reporting as required by Florida Statutes.

The system shall include, but not be limited to, the following components:

- I. School improvement plans ~~which~~ are adopted for each District school. Each District school shall develop and present to the Superintendent, by the date set by the Superintendent, an individual school improvement plan for consideration by the School Board. The approved plan shall be implemented the next school year.
 - A. The plan shall be designed to achieve the state education goals and student performance standards and shall be based on a needs assessment conducted pursuant to data collection requirements in Florida Statutes.
 - B. The plan shall address school progress, goals, indicators of student progress, strategies, and evaluation procedures, including adequate measures of individual student performance. Other academic areas of need, school safety, and discipline strategies may also be included.
 - C. The plan for each District school shall be approved annually and shall be implemented as a new, amended, or continued school improvement plan. Plans for schools with a grade of D or F pursuant to s. 1008.34 must include all components stated in statute and be submitted in the FDOE online CIMs tool.
 - D. The plan shall be developed by School Board employees in each District school in conjunction with the school advisory council.
- II. The Superintendent shall refer any disapproved school improvement plans for schools that receive a grade of D or F to the ~~appropriate agency as required by law~~ Department of Education.
- III. An individualized assistance and intervention plan for schools that do not meet or make adequate progress, as defined in Florida Statutes and State Board of Education rules, in satisfying the goals and standards of their approved school improvement plan.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- IV. A communication program, to inform the public about student performance and educational programs in District and school reports.
- V. Funds for schools to develop and implement school improvement plans.
- VI. Reporting Procedures
 - A. To provide the Florida Commission on Education Reform and Accountability Department of Education with annual feedback on the progress of implementing and maintaining a system of school improvement and education accountability. Items specified in section 1001.42, Florida Statutes, shall be included in all feedback reports.
 - B. To provide parents with the school financial report including the average amount of money spent per student in the school.


STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 24.121(5)(C), 1001.01, 1001.10,
1001.42, 1001.43, 1001.452, 1002.20,
1008.345, 1008.33, 1001.385, 1011.01, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.09981

HISTORY: ADOPTED: 03/09/2004
REVISION DATE(S): 02/08/2005
02/13/2007, xxxxxxxx
FORMERLY: NEW

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 Workshop School Board Meeting.
Requested by Chuck Dixon  Department of Planning & Growth Management
Additional contact(s)/originator _____
Document Title Policy 4.10 The Curriculum

Board Action Required:

Presentation/Recognition Present Information _____
Consideration/Approval _____
 Request to review the revision to Policy 4.10 The Curriculum

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached available in district office _____ other _____

Request to review the revision to Policy 4.10 The Curriculum.
This matter was discussed by the Policy and Forms Committee on August 17, 2017. The revisions are necessary based on changes in the statutes. Revisions were made to section 4.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by:  _____

(Form Board Approved 7/10/07)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

THE CURRICULUM

4.10*+

- I. The District curriculum shall be determined by
 - A. Students' needs and interests as determined by studies, assessments and surveys;
 - B. Continuous evaluation of curriculum effectiveness;
 - C. Florida Statutes, State Board of Education rules, and the School Board;
 - D. Florida Department of Education-developed and School Board-approved Florida curriculum frameworks, Next Generation Sunshine State Standards, and Benchmarks.
- II. The Superintendent may appoint such committees and special study groups as may be necessary to assist in determining the educational needs of the District.
- III. The Superintendent shall designate an appropriate staff member who is responsible for the development and coordination of the total curriculum of the District.
- IV. ~~The program of instruction can be found in the Student Progression Plan. A student's progression from one grade to another shall be determined, in part, upon proficiency in reading, writing, science, and mathematics. The program of instruction shall include, but not be limited to:~~
 - A. Elementary Level Curriculum - reading, language arts, social studies, science, health, physical education, music, art, mathematics, character education, and such other disciplines that may be considered necessary to a comprehensive elementary school program. The curriculum shall include instruction in study and work habits, critical thinking skills, health and hygiene, citizenship, career orientation, the establishment of purposes, and the development of and morality;
 - B. Middle Level Curriculum - Mathematics, language arts, reading, science, social studies, music, art, health, physical education, exploratory career education, character education, computer literacy if resources are available, and critical thinking skills. Activities which offer desirable experiences such

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

as consumer education, band, drama, creative writing, athletics, and student government shall be promoted. Instruction in the use of the library and counseling services shall be provided;

- C. Senior Level Curriculum - Will consist of courses which meet the needs of all students. Both college preparatory and terminal courses shall be offered at levels which will challenge each student to perform in accordance with his/her ability.
1. Library instruction and counseling services shall be provided.
 2. Character education shall include instruction on the development of leadership, interpersonal, organization, and research skills; workplace ethics and law; conflict resolution; skills that enable students to become resilient and self-motivated; and skills which assist students to become employed.
 3. A program of student government, student publications, drama, music, social activities, and athletics shall be provided for the development of well-rounded citizens.
- D. A student's progression from one grade to another shall be determined, in part, upon proficiency in reading, writing, science, and mathematics.
- V. The teacher shall not present controversial material or issues which are not directly or closely related to the subject area being taught. In presenting controversial materials on an issue, the teacher shall present all sides of the question without bias or prejudice and shall permit each student to arrive at his/her own conclusions.
- VI. A course description shall be presented for School Board approval before any course or unit in the objective study of the Bible or a comparative study of religion, as provided in Florida Statutes, is initiated in any school. The description shall detail the purpose of the course, the materials to be used, grade level, length of the course, and credit value. No teacher shall present or permit to be presented any material which ridicules any religious sect, belief, or faith.
- VII. Prior to initiating any course or unit of instruction in human growth and development, a course outline and complete description shall be presented for School Board approval. This rule does not preclude the teaching of personal

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

cleanliness in health and physical education classes or in the elementary grades, or the teaching of matters relating to sex education as provided in state-adopted textbooks, or information relating to sex education as required in other courses using duly-adopted textbooks and materials.

- VIII. It shall be the responsibility of the school to provide instruction of dangers and consequences of sexually transmitted diseases. The manner, scope, and levels at which this information will be presented shall be determined by the Superintendent/designee in consultation with instructional supervisors and principal(s). Prior to initiating any such unit of instruction, the proposed program, the materials to be used, and other essential information shall be presented to the School Board for approval. When any questionable information is to be viewed by mixed groups, the sexes may be separated for presentation of materials.
- IX. Current, factual, age-appropriate information about Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) infection, and other sexually transmitted diseases shall be taught. Instruction shall address causes, transmission, and prevention and shall be approved by the School Board.
- X. The Superintendent/designee shall review course descriptions which are prepared and distributed by the Florida Department of Education and related to AIDS education. If the course descriptions are inconsistent with locally determined curriculum for AIDS education or are not reflective of local values and concerns, the Superintendent shall advise the School Board and provide recommendations for instructional activities.
- XI. Any student whose parent/guardian makes written request to the school principal shall be exempted from the teaching of reproductive health or disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption.
- XII. In compliance with Florida Statute, throughout instruction in Acquired Immune Deficiency Syndrome, sexually transmitted diseases, or health education, when such instruction and course material contains instruction in human sexuality, a school shall do the following:

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- A. Teach abstinence from sexual activity outside of marriage as the expected standard for all school-age children while teaching the benefits of monogamous heterosexual marriage.
 - B. Emphasize that abstinence from sexual activity is an absolute way to avoid pregnancy, sexually transmitted diseases, including Acquired Immune Deficiency Syndrome (AIDS), and other associated health problems.
 - C. Teach that each student has the power to control personal behavior and encourage students to base actions on reasoning, self-esteem, and respect for others.
 - D. Provide instruction and material that is appropriate for the grade and age of the student.
- XIII. When dealing with political issues, the positions of all parties will be presented on a nonpartisan basis. Partisan political literature will not be distributed in schools. However, schools may give out information relating to School District taxes or the need for construction bonds.
- XIV. All course materials and verbal or visual instruction shall conform to the requisites and intent of all Florida law and the State Constitution. All instructional materials, including teachers' manuals and any other supplementary instructional materials, shall be available for inspection by parents/guardians of the children engaged in such classes.
- XV. The Superintendent/designee shall develop procedures to assure all aspects of curriculum development are implemented.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

10021, 1001.43, 1003.42, 1003.42, 1003.4203,

1003.45, 1003.455, 1006.28,

1006.29, 1008.25, 1010.305, F.S.

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

STATE BOARD OF EDUCATION RULE(S): 6A-1.09412, 6A-1.09414

HISTORY: **ADOPTED:** 03/09/2004

REVISION DATE(S): 07/14/2009, 04/09/2013,

09/08/2015,XXXXXX

FORMERLY: 6.5(1), 6.5(2)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 Workshop School Board Meeting.

Requested by Chuck Dixon  Department of Planning & Growth Management

Additional contact(s)/originator _____

Document Title Policy 5.202 Postsecondary Enrollment Programs

Board Action Required:

Presentation/Recognition Present Information _____

Consideration/Approval _____

X Request to review the new Policy 5.202 Postsecondary Enrollment Programs

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the new Policy 5.202 Postsecondary Enrollment Programs

This matter was discussed by the Policy and Forms Committee on August 17, 2017. The policy is required based on changes in the statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: 

(Form Board Approved 7/10/07)

CHAPTER 5.00 – STUDENTS

POSTSECONDARY ENROLLMENT PROGRAMS

5.202

- I. The School Board recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities. The Superintendent will annually develop/revise articulation agreements jointly with postsecondary institutions to provide a comprehensive articulated acceleration program including, but not limited to, dual enrollment and early admission programs.
- II. The Board will approve participation by students in grades 10, 11, and 12 who meet the State Board of Education's criteria, to enroll in approved postsecondary programs while in attendance in the District. Students will be eligible to receive secondary credit for completing courses contained in any of these programs. Such credit will count toward graduation requirements.
- III. No student may participate without the written consent of parents and the high school principal or designee.
- IV. Annually all secondary school students and their parents shall be informed of the options available to the students for dual enrollment as an educational option and mechanism for acceleration.
- V. The postsecondary education institution will assign a letter grade for the student's work in the course, and the District will be responsible for posting dual enrollment course grades as assigned by the postsecondary institution to the high school transcript. The Superintendent shall also establish the necessary procedures to comply with State law and ensure that it is properly communicated to both students and their parents.
- VI. The District shall deny high school credit for any portion of postsecondary courses which are taken during the period of a student's expulsion. Any District student who is expelled is not eligible for enrollment or continuation in postsecondary courses during the period of expulsion except as determined by mutual agreement between the District and the college or university.

CHAPTER 5.00 – STUDENTS

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

LAW(S) IMPLEMENTED: _____ **1007.27, 1007.271, F.S.**

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

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 Workshop School Board Meeting.

Requested by Chuck Dixon  Department of Planning & Growth Management

Additional contact(s)/originator _____

Document Title Policy 5.60 Student Injuries

Board Action Required:

Presentation/Recognition Present Information _____

Consideration/Approval _____

Request to review the revision to Policy 5.60 Student Injuries

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached available in district office _____ other _____

Request to review the revision to Policy 5.60 Student Injuries

This matter was discussed by the Policy and Forms Committee on November 16, 2017.

The revision was requested by Student Services.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by:  _____

(Form Board Approved 7/10/07)

CHAPTER 5.00 – STUDENTS

STUDENT INJURIES

5.60+

Students sustaining injuries at school or a school-sponsored event will be administered to by procedures contained in the Health Services Plan, the School Health Procedure and Forms Manual and First Aid and Emergency Care for School Personnel Flip Chart Florida Department of Health's Emergency Guidelines for Schools, School Health Procedures and Forms Manual, and the School Health Services Plan.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.43, 1006.07, 1006.08, F.S.

HISTORY:

ADOPTED: 03/09/2004
REVISION DATE(S): xx/xx/xxxx
FORMERLY: 7.84(1)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for February 27, 2018 Workshop School Board Meeting.

Requested by Chuck Dixon  Department of Planning & Growth Management

Additional contact(s)/originator 

Document Title Policy 5.61 Student Illness

Board Action Required:

Presentation/Recognition Present Information _____

Consideration/Approval _____

X Request to review the revision to Policy 5.61 Student Illness

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the revision to Policy 5.61 Student Illness.

This matter was discussed by the Policy and Forms Committee on November 16, 2017.

The revision was requested by Student Services.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: 

(Form Board Approved 7/10/07)

CHAPTER 5.00 – STUDENTS

STUDENT ILLNESS

5.61+

Students becoming ill at school or at a school-sponsored event will be administered to by procedures contained in the Health Services Manual Florida Department of Health; Emergency Guidelines for Schools.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1006.07, F.S.

HISTORY: ADOPTED: 03/09/2004
REVISION DATE(S): xx/xx/xxxx
FORMERLY: NEW

REQUESTS FOR SCHOOL BOARD AGENDA

MM

Requested for February 27, 2018 School Board Meeting.
Requested by Regina Allegretta *RA* Department of District Student Services
Additional contact(s)/originator _____
Document Title 2018-2019 Code of Student Conduct

Board Action Required:

Presentation/Recognition X Information _____
Consideration/Approval _____

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Executive Summary/Highlights:

Attached is a summary with proposed changes to the 2017-2018 Code of Student Conduct.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: _____

Amount Budgeted Approx.\$5500.00 Additional Amount Requested _____

Funding Source: 02500

Personnel:

Estimated Salary N/A hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: *Sammy Wilson*

(Form Board Approved 7/10/07)

**CODE OF STUDENT CONDUCT
SUMMARY OF PROPOSED CHANGES/REVISIONS
2018-2019**

□ PAGE 7 - STUDENT ABSENCES - Excused Absences

- Per House Bill 7069: Add the following underlined verbiage:

II. STUDENT ABSENCES

A. Excused Absences

1. Excused absences, tardies, and permission to leave school early will be allowed only for the following:
 - Illness of the student
 - Major illness in the immediate family of the student
 - Medical appointments of the student
 - Death in the immediate family of the student
 - Religious holiday of a student must be documented by parent/guardian (3) days in advance
 - Subpoena or forced absence by any law enforcement agency to fulfill civic duties, (A copy of the subpoena or court summons must be presented to the principal or designee.)
 - Major disaster that would justify absence in the judgment of the administration
 - Head lice, a maximum of two (2) days for each occurrence
 - Planned absences approved in advance by the principal/designee
 - Treatment of autism spectrum disorder by a licensed health care practitioner or certified behavior analyst

□ PAGE 22 - INAPPROPRIATE BEHAVIOR

- Suggestion/Changes: Add the following underlined verbiage:

INAPPROPRIATE BEHAVIOR

Lying, making false accusations, unsuitable or improper behavior, gestures, or language, leaving school grounds or class without permission, gambling.

□ PAGE 25 - ADDITIONAL ITEMS THAT COULD BE CONSIDERED A FIREARM BY THE BOARD

- Suggestion/Changes: Change the word “shall” to “could”

Additional items that could be considered a firearm by the Board:

Additionally, the possession or use of the following shall could be considered by the Board to be a firearm per school board policy: any kind of starter pistol, stun gun, b-b or pellet gun, air soft gun, paint ball gun, “look-alike” firearm, or replica or facsimile of a firearm; whether operable or inoperable, loaded or unloaded.

- **Suggestion/Changes:** Add the following verbiage as #3 and make #3, #4.

ADDITIONAL REASONS FOR DISCIPLINING STUDENTS

1. Committing any act which disrupts or tends to disrupt the orderly, peaceful, normal, or efficient operation of any school activity.
2. Engaging in less serious but continuing misconduct that is detrimental to the educational function of the school.
3. Students making direct or indirect threats of violence against individuals and/or groups are subject to appropriate disciplinary consequences, up to and including: suspension and/or expulsion. Any threat of such violence should be reported immediately to staff and/or school administrator, and may be referred to Law Enforcement.

When students use social media to threaten other students or school employees which has a direct effect on a school function, Law Enforcement may be requested to conduct a home visit and/or become involved, which could result in criminal prosecution, suspension, and/or expulsion.

4. Suspension proceedings may be initiated against any student enrolled who is formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, by a proper prosecuting attorney for an incident which allegedly occurred on property other than public school property, if the incident is shown, in an administrative hearing with notice provided to the parents or guardians or custodians to have an adverse impact on the educational program, discipline, or welfare in the school in which the student is enrolled (Florida Statute 1006.09). Should circumstance warrant, the student may be prohibited from participating in future school-sponsored activities.

PAGE 37 - NO CHILD LEFT BEHIND ACT

- **Remove:** “No Child Left Behind Act” and replace with “Every Student Succeeds Act (ESSA)”

~~NO CHILD LEFT BEHIND ACT~~

~~The No Child Left Behind Act has a section of rules and procedures (Title 20 Education Chapter 31) which reference student privacy, parental access to information, and administration of physical examinations or screenings to minors. This information can be accessed by using the Florida Department of Education Website (www.fl DOE.org) or by contacting the Citrus County Schools Student Services Center (527-0090).~~

EVERY STUDENT SUCCEEDS ACT (ESSA)

The Every Student Succeeds Act (ESSA) was signed into law in December 2015, amending the Elementary and Secondary Education Act of 1965 and replacing No Child Left Behind provisions. Florida’s state plan continues to support the original Elementary and Secondary Education Act (ESEA) by committing to holding all students to high academic standards, preparing all students for success in college and career, and holding schools accountable for student outcomes. In support of these goals, Florida’s state plan establishes ambitions, rigorous academic standards for all students; measures mastery of those standards and publicly reporting results and informs parents of individual student performance. If you have any questions regarding ESSA, please contact the Coordinator of Title I at the Citrus County School District office.