



**SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS**

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

April 16, 2019

ADMINISTRATIVE HEARING,  
SPECIAL MEETING AND WORKSHOP: 9:00 A.M.  
OF THE  
CITRUS COUNTY SCHOOL BOARD  
APRIL 23, 2019

THOMAS KENNEDY  
DISTRICT 1

VIRGINIA BRYANT  
DISTRICT 2

DOUGLAS A. DODD  
DISTRICT 3

SANDRA COUNTS  
DISTRICT 4

LINDA B. POWERS  
DISTRICT 5

**AGENDA:**

**ADMINISTRATIVE HEARING: 9:00 A.M.**

**SPECIAL MEETING:**

Opening Exercise

- I. ADOPTION OF AGENDA AS RECOMMENDED BY SUPERINTENDENT
- II. CITIZEN COMMENTS
- III. SCHOOL SUPPORT SERVICES, JONNY BISHOP
  - A. Human Resources, Suzy Swain  
Approve Instructional and Support Recommendations.
  - B. Risk Management, Cheri Cernich  
Approve School Board of Citrus County Resolution – Student Crime Watch Program
- V. FINANCE, MIKE MULLEN
  - A. Approve the Purchase of Class Link
  - B. Approve Archive Social Agreement
- VI. ATTORNEY, LEGAL MATTERS
- VII ANY OTHER BUSINESS THAT NEEDS TO COME BEFORE THE SCHOOL BOARD
- VIII. ADJOURNMENT

**WORKSHOP**

- I. TOPICS:
  - A. Policy Review
  - B. School Board Policy 5.30 & Florida Statute 1003.32
  - C. 2019-2020 Code of Student Conduct
  - D. 2019-2020 Budget and 5 Year Work Plan Update
- 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.

**PERSONNEL INFORMATION  
(INSTRUCTIONAL)  
SCHOOL BOARD MEETING April 23, 2019**

**APPOINTMENTS FOR 2018-2019:**

**APPOINTMENTS FOR 2019-2020:**

**RECOMMENDATIONS FOR OUT-OF-FIELD TEACHERS 2018-2019:**

	<b>Certification Area</b>	<b>Out-of-Field Assignment</b>
Timothy Romano CHS	ESE & School Principal	Access US History, Drawing, World History, Economics & Government

**LEAVE OF ABSENCE REQUESTS FOR 2018-2019:**

**LEAVE OF ABSENCE REQUESTS FOR 2019-2020:**

Megan Blackstock-LMS-Teacher	(Personal)	08/01/19-06/01/20
Ashley Crowe-HER-Teacher	(Parenthood)	08/01/19-06/01/20
Melissa Haslett-CSE-Teacher	(Parenthood)	08/01/19-06/01/20

**RESIGNATIONS FOR 2018-2019:**

Anastasia Alcaraz-FRE-Teacher	05/31/19
Tommy Alden-LHS-Teacher	05/31/19
Casey Bishop-CSE-Guidance Counselor	04/19/19
Kay DeCasper-CRH-Teacher	05/31/19
Alberta Okoro-PGE-Teacher	05/31/19
Shannon Taylor-PGE-Teacher	05/31/19

**RESIGNATIONS FROM DROP 2018-2019:**

**RETIREMENTS FOR 2018-2019:**

**RETIREMENTS TO DROP 2018-2019:**

**SUPPLEMENTS (ATHLETIC AND OTHER) 2018-2019:**

**SUSPENSIONS/TERMINATIONS 2018-2019:**

**LINE OF DUTY:**

**ADDITIONAL DAYS:**

**PERSONNEL INFORMATION  
(SUPPORT)  
SCHOOL BOARD MEETING April 23, 2019**

**APPOINTMENTS FOR 2018-2019**

Teresa Ashberry-INV. Trans.-Bus Operator (R)	04/15/19
Amelia Burgess-CREST-Teacher Aide (N)	04/11/19
Suzanne Cummins-MSS-Office Kitchen Manager (R)	04/16/19
Patricia Joseph-LHS- Food Service Assistant (R)	04/10/19
Marie Martin-LHS-Food Service Assistant-Change to CREST-Teacher Aide (R)	04/15/19
Felicia Reynolds-CHS-Teacher Aide (R)	04/10/19
Ellen Skinner-CRH-Aide/On Site Helper-TERM (R)	04/15/19

**LEAVE OF ABSENCE REQUESTS FOR 2018-2019:**

Janice McKay-HOM-Health Room Attendant (Personal)	04/15/19-05/30/19
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**LEAVE OF ABSENCE REQUESTS FOR 2019-2020:**

Wendy Whitman-INV Trans-Bus Aide (Health)	08/12/19-05/29/20
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**RESIGNATIONS FOR 2018-2019:**

Edlyne Desroches-LEC Trans.-Bus Operator	04/05/19
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**RESIGNATIONS FROM DROP 2018-2019:**

Jeanette Mulock-LPS-6 hr SAI Aide	05/30/19
Lisa Quiller-LMS-Food Service Assistant	04/12/19

**RETIREMENTS FOR 2018-2019:**

**RETIREMENTS TO DROP 2018-2019:**

Carolyn Baker-INV Trans.- Bus Operator	05/01/19-04/30/24
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**SUSPENSIONS/TERMINATIONS 2018-2019:**

**LINE OF DUTY:**

**ADDITIONAL DAYS:**

# REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 School Board Meeting.

Requested by Cheri Cernich AKC, Department of: Risk Management

Additional contact(s)/originator \_\_\_\_\_

Document Title: \_\_\_\_\_

Resolution – Student Crime Watch Program

**Board Action Required:**

Presentation/Recognition \_\_\_\_\_ Information \_\_\_\_\_

Consideration/Approval X

Approval of:

Approve School Board of Citrus County, Resolution – Student Crime Watch Program.

Backup Materials: attached X available in district office \_\_\_\_\_ other \_\_\_\_\_

**Executive Summary / Highlights:** The School Board of Citrus County, Resolution – Student Crime Watch Program to promote responsibility among students and improve school safety.

**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 preparation;
- Community Connections

Financial Impact to the District: None

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

# RESOLUTION

## THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, a body corporate under Florida Statutes (the “Board”), does hereby adopt the following Resolution in a duly noticed public meeting:

**WHEREAS**, the Board is the governing body of the Citrus County School District (the “District”) and constitutes a body corporate pursuant to section 1001.40, *Fla. Stat.*; and

**WHEREAS**, the Board desires to keep its students safe, secure and free from harm; and

**WHEREAS**, section 1006.07(3), *Fla. Stat.* requires the Board to implement a “Student Crime Watch Program” by resolution to promote responsibility among students and improve school safety; and

**WHEREAS**, the Student Crime Watch Program shall allow students and the community to anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials; and

**WHEREAS**, the Board provides a Student Crime Watch Program through the local “Campus Crime Stoppers” program and “FortifyFL” program which reports information it receives through anonymous tips to the appropriate law enforcement agency and school officials.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

2. The School Board of Citrus County, Florida hereby implements a Student Crime Watch Program through the Campus Crime Stoppers and FortifyFL programs and local law enforcement agencies to promote safety within its schools by providing a mechanism that allows students and the community to anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

3. This Resolution shall become effective immediately upon its adoption.

**IN WITNESS WHEREOF**, the undersigned School Board of Citrus County, Florida adopts this Resolution effective this \_\_\_\_\_ day of April, 2019.

**THE SCHOOL BOARD OF CITRUS  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Thomas Kennedy, Chairman

Dated: \_\_\_\_\_

BOARD (SEAL)

Attest: \_\_\_\_\_  
Sandra Himmel, Superintendent

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
R. Wesley Bradshaw, Esquire  
School Board Attorney

MM

### REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 School Board Meeting.  
Requested by Kathy Androski ~~QA~~, Department of Educational Technology  
Additional contact(s)/originator \_\_\_\_\_  
Document Title Approve the purchase of Class Link

**Board Action Required:**

Presentation/Recognition \_\_\_\_\_ Information \_\_\_\_\_  
Consideration/Approval Approve the purchase of Class Link

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

Backup Materials: attached X available in district office \_\_\_\_\_ other \_\_\_\_\_

**Executive Summary / Highlights:** Classlink is a single sign-on provider that provides access to the digital resources our students and staff use, cloud storage access, files, and more with one log-in as opposed to numerous. It is customizable at the district and the school level and offers analytics to school and district staff.

**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:** \$36,837.50  
Amount Budgeted \$49,500 Additional Amount Requested \_\_\_\_\_

**Funding Source:** Enterprise Software

**Personnel:**

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

**Financial Impact reviewed by:** Jammy White  
(Form Board Approved 7/10/07-original)

MM

### REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 School Board Meeting.  
Requested by Kathy Androski, Department of Educational Technology  
Additional contact(s)/originator \_\_\_\_\_  
Document Title Approve Archive Social Agreement

**Board Action Required:**

Presentation/Recognition \_\_\_\_\_ Information \_\_\_\_\_  
Consideration/Approval Approve Archive Social Agreement

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

**Backup Materials:** attached \_\_\_\_\_ available in district office \_\_\_\_\_ other \_\_\_\_\_

**Executive Summary / Highlights:**  
  
This is for the renewal of Archive Social which is utilized to archive and retain records of the district and school social media accounts.

**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.
- X 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;
- X Data systems (technology);
- X Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

**Financial Impact to the District:** \$9,108.60  
Amount Budgeted \$9,108.60 Additional Amount Requested \$0

**Funding Source:** Enterprise Software (49710)

**Personnel:**

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

**Financial Impact reviewed by:** Jimmy Wilson  
(Form Board Approved 7/10/07-original)



## ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this 1st day of July, 2019 (the “**Effective Date**”), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body of corporate pursuant to §1001.40 whose principal place of business is located in 1007 W. Main St., Inverness, FL 34450 (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website’s, the Service’s or the Software’s source

code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) **Reservation of Rights.** Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

**2. SUPPORT AND SERVICE.** Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

**3. PAYMENTS.** Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on **Exhibit A** hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

**4. TERM AND TERMINATION.**

(a) **Term of Agreement.** This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this **Section 4**, shall continue for a period of 3 years, and Licensee may elect to renew this

Agreement thereafter for successive periods of 1 year (each, a “**Renewal Term**”) by providing written notice of renewal to Licensor at least 30 days prior to the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 60 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social media websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee’s sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE

MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE'S OR ITS REPRESENTATIVES' ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

(e) The Licensee's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Licensee and the availability of funds to pay for the goods and services in this Agreement. The Licensee 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 Licensee. Licensor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the Licensee shall remain obligated to pay for all purchase orders for products or services fulfilled by Licensor prior to the termination notice.

## 5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee's Archived Content, solely and to the limited extent necessary to perform Licensor's obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor's or Licensee's terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account through a website, platform or service that Licensor supports (a "**Supported Site**") and that Licensee would like to be included as part of Licensee's Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media site in connection with Licensee's use of the Service and Licensor's archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, "**Permitted Accounts**").

(c) Limitations on Licensor's ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if

Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

**6. OWNERSHIP OF CONTENT.** Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any other content, in order for Licensor to perform Licensor's obligations hereunder and to provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, "**Feedback**"), shall

be considered Licensor's proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee's right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. **CONFIDENTIALITY.** Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Licensor Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Licensor in order to provide Licensor sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Licensor sole costs and expense. Licensor shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Licensor failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Licensor notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Licensor in contesting such

request, requirement or order or in otherwise protecting Licensor rights prior to disclosure.

**8. TRANSFERS.** This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

**9. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**10. DISCLAIMER OF WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**11. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**12. INDEMNIFICATION.**

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor–negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee’s use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor shall indemnify and hold the Licensee harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Licensor, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. Licensor shall immediately give the Licensee written notice of any and all claims asserted against Licensor and the Licensee shall have the right but not the obligation to participate in any defense.

(c) Conditions. Licensor’s indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the Licensor sole control of the defense or settlement of the claim.

(d) Notwithstanding the foregoing, the Licensee 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 Licensee’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.

**13. ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

**14. INDEPENDENT CONTRACTOR.** The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party’s behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

**15. ADDITIONAL TERMS.** The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of



any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

**16. COUNTERPARTS.** This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures.

**17. PUBLIC RECORDS NOTICE [MUST BE IN 14 POINT BOLD TYPE]**

**IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, EMAIL ADDRESS: [CERNICH@CITRUS.K12.FL.US](mailto:CERNICH@CITRUS.K12.FL.US); TELEPHONE NUMBER: 352-726-1931 ext. 2270, ADDRESS: 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

Licensor 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 School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 Licensor does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Licensor or keep and maintain public records required by the School Board to perform the service. If Licensor transfers all public records to the School Board upon completion of the contract, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensor keeps and maintains public records upon completion of the contract, Licensor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Licensor 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 School Board.

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

**LICENSOR:**

**ArchiveSocial, Inc.**

By:   
Name: Robert Sydnor  
Title: COO

**LICENSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### Fees and Payments

1. **Base Service Fee:** Licensee shall pay an annual base service fee of \$9,108.60 for 3 years of service which shall entitle Licensee to connect to the Service, social media accounts from one or more social networking or social media websites, platforms or services supported as part of the commercially available Service (each a “**Supported Site**”) for which Licensor is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account (e.g., upon express authorization by Licensor’s Representative). Each such social media account shall be referred to as a “**Permitted Account**”. Licensee is entitled to archive up to 7,000 new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a “**social media record**” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.
2. **Add-on Service Fees:** If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

<b>Selected: (X)</b>	<b>Add-on Service</b>	<b>Annual Fee</b>
	Risk Management & Analytics (RMA) Reporting & Alerting	\$
	Public Access Open Archive Portal	\$

3. **Service and Support:** There is no additional charge for service and support as provided in **Section 2** of the Agreement.

# REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 Workshop School Board Meeting.

Requested by Chuck Dixon  Department of Planning & Growth Management

Additional contact(s)/originator \_\_\_\_\_

Document Title Policy 3.40 Safe and Secure Schools

**Board Action Required:**

Presentation/Recognition Present Information \_\_\_\_\_

Consideration/Approval \_\_\_\_\_

X Request to review the revision to Policy 3.40 Safe and Secure Schools.

(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 3.40 Safe and Secure Schools.  
This matter was discussed by the Policy and Forms Committee on February 21, 2019.  
There are several sections with revisions. The revisions were recommended due to changes in statutes. Additional revisions to the policy were made by Risk Management.

**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 work force;
- 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: Jammy White

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### SAFE AND SECURE SCHOOLS

3.40+

- I. The Citrus County District School Board has as its first obligation to provide a safe, secure, and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.
- II. An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school-sponsored events or activities. All procedures shall reflect the following policy provisions:
  - A. No persons other than students and employees of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.60.
  - B. A student who is suspended or expelled is not in good standing and is not permitted on any school campus, school grounds, or to attend any school-sponsored activity without specific permission from the site-based administrator.
  - C. Any person on a school campus or school grounds not in accordance with this policy ~~is hereby declared to be a trespasser and~~ may be asked to leave immediately by any staff member and is subject to being trespassed by the principal or his/her designee. Each principal shall keep a log of such incidents which shall include the name of the person asked to leave and other pertinent information. If that person again enters upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
  - D. Individuals who enter any School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the Board Chairperson, Superintendent or designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

- III. The following emergency response agency will notify the District in the event of an emergency:

Emergency Response Agency	Type of Emergency
Citrus County Sheriff's Office	Emergencies, including, but not limited to, fires, natural disasters and bomb threats.

- IV. Safety, Security and – Emergency Plans

- A. The Superintendent shall develop a Safe School-Safety and Security Plan with input from representatives of the local law enforcement agencies and School Resource Officers. the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Citrus County Health Department.
- B. All personnel are empowered to activate emergency active assailant response procedures (ALICE protocol) and those procedures are to be immediately implemented upon notification.
- C. The Superintendent shall establish a uniform format for the development of schools' emergency management and preparedness plans. As required by law, the Superintendent will coordinate with public safety agencies, that are designated as first responders, school campus tours once every three years and provide recommendations related to school safety.
- D. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

- E. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Safe School Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing and any other related matters deemed necessary by the meeting participants concerning the self-assessment and Safe School Plan.
- F. Based on the findings of the Safe School assessment tool, the Superintendent shall present the findings of the safety and security review meeting provide recommendations to the Board for review and approval of strategies and activities to improve school safety and security. appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, Select safety matters may be confidential and is not subject to review or release as a public record.
- G. The Superintendent shall report the self-assessment results findings and any action taken by the Board to review the School Safety and Security Plan concerning safety strategies or activities to the Commissioner of Education within thirty (30) days after the Board meeting.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Emergency management and preparedness plans shall include notification procedures for weapon use and active shooter/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- J. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for



## CHAPTER 3.00 - SCHOOL ADMINISTRATION

each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.

- K. Copies of each school's floor plan, and other relevant documents shall be provided to county and city law enforcement agencies and fire departments and emergency preparedness officials that have jurisdiction of the school(s) in accordance with Florida Statutes.
  
- V. Threat Assessment
  - A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.
  
  - B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (School Resource Officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or individuals.
    - 1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.

**CHAPTER 3.00 - SCHOOL ADMINISTRATION**

2. Upon a preliminary determination that a student poses a threat of violence or physical harm, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent/designee who must immediately attempt to notify the student's parent or legal guardian.

**VI. Safety - Procedures**

- A. School alarms shall be monitored, and malfunctions shall be reported for immediate repair.
- B. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for the following:
  1. Developing and posting emergency evacuation routes and procedures;
  2. Assigning and training staff members in specific responsibilities to ensure prompt, safe and orderly evacuation;
  3. Identifying and reporting hazardous areas requiring corrective measures; and
  4. Preparing and submitting a written report of each emergency evacuation drill to the District office.

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

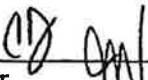
**LAW(S) IMPLEMENTED:** 316.614, 1001.37(3), 1001.43, 1001.51,  
1006.062, 1006.07, 1006.145, 1006.1493, 1013.13, F.S.

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

**REVISION DATE(S):** 12/20/2007, 05/13/2014, xx/xx/xxxx

**FORMERLY:** 3.4(1)

# REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 Workshop School Board Meeting.  
Planning & Growth  
Requested by Chuck Dixon  Department of Management  
Additional contact(s)/originator \_\_\_\_\_  
Document Title Policy 4.72 Homeless Students

**Board Action Required:**

Presentation/Recognition Present Information \_\_\_\_\_  
Consideration/Approval \_\_\_\_\_  
X Request to review the revision to Policy 4.72 Homeless Students.

(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 4.72 Homeless Students.  
This matter was discussed by the Policy and Forms Committee on February 21, 2019.  
The revision is to I(A)(3) to remove foster care placement from the policy. Students who are under foster care are covered by the ESSA program.  
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 work force;
- 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

### HOMELESS STUDENTS

4.72\*

The School Board of Citrus County shall ensure that homeless children and youth are provided with equal access to free, appropriate educational programs, have an opportunity to meet the same challenging State of Florida academic standards, are not segregated on the basis of their status as homeless and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

#### I. Definitions

The District homeless education liaison shall make a final determination of homeless status on a case-by case basis.

- A. The McKinney-Vento Act defines homeless students as individuals who lack a fixed, regular, and adequate nighttime residence and includes:
1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
  2. Students who are living in motels, hotels, FEMA trailers, trailer parks, or camping grounds due to the lack of alternative adequate accommodations.
  3. Students who are living in emergency or transitional shelters; are abandoned in hospitals; ~~or are waiting foster care placement.~~
  4. Students who have a primary nighttime residence that is not designated for, or ordinarily used as a regular sleeping accommodation for human beings.
  5. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings.
  6. Migratory students qualify as homeless if they are living in any of the circumstances described above (1-5).
- B. The term “unaccompanied youth” means a student who is not in the physical custody of a parent or guardian.
- C. The term “certified homeless youth” means a minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee, a licensed clinical social worker, or a circuit court.

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- D. The term "school of origin" means the school that the student attended when permanently housed or the school where the child or youth was last enrolled.
- E. The terms "enroll and enrollment" mean attending school and participating fully in school.
- F. The term "parent" means parent or guardian of a student.
- G. The term "liaison" means the staff person designated by our Local Education Agency (LEA) and each LEA in the state as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Act.

### II. Identification

The District shall identify homeless students as defined by federal and state law. If the District's liaison for homeless children and youth determines that the minor is an unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.

### III. School Selection

- A. The District shall, according to the student's best interest, and by parent, guardian, or unaccompanied youth request, continue the homeless student's education in the school of origin for the duration of homelessness, or enroll the student in a District school in the attendance zone in which the homeless student is actually living.
- B. In determining the best interest of the student, the District shall:
  - 1. To the extent feasible, keep a homeless student in the school of origin, unless doing so is contrary to the wishes of the student's parent or guardian.
  - 2. Provide a written explanation, including a statement regarding the right to appeal, if the District sends a homeless student to a school other than the school of origin or a school requested by the parent or guardian.
  - 3. In the case of an unaccompanied student, ensure that the District homeless education liaison helps in placement or enrollment decisions, considers the views of the student, and provides notice of the right to appeal placement and enrollment decisions.

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- C. The school of origin means the school that the student attended when permanently housed, or the school in which the student was last enrolled. The choice regarding placement shall be made regardless of whether the student lives with the homeless parents or guardian or has been temporarily placed elsewhere.
- D. The requirements of the Special Attendance Request for students moving their physical residence from one attendance zone to another, to transfer to a school in the new zone of residence, shall not apply to homeless students.

### IV. Enrollment

The District will immediately enroll a homeless student, new to the district, in school, even if they do not have the documents usually required for enrollment, such as school records (includes Individualized Education Plan-IEP), medical records or proof of residency, etc.

- A. The District will ensure that homeless students are not stigmatized nor segregated on the basis of their status as homeless. A homeless student will be assigned to the District school in the attendance zone in which the student is actually living or to the student's school of origin as requested by the parent or guardian and in accordance with the student's best interest.
- B. Homeless students have a right to either remain in their school of origin or to attend school where they are temporarily residing.
- C. Homeless students who choose to remain in their school of origin have the right to remain there until the end of the school year in which they get permanent housing.
- D. If a homeless student arrives without records, the assigned school social worker or designee shall assist the family and contact the previously attended school system to obtain the required records.
- E. The District shall contact the school last attended to obtain relevant academic and other records.
- F. If needed, the District shall refer the parent or guardian to the district's school designee for children and youth in transition who will help in obtaining necessary immunizations or records.

### V. Residency

A homeless student is considered a resident of the District if the child or youth is within the district with a purpose to live here temporarily, not necessarily to remain permanently.

## **CHAPTER 4.00 - CURRICULUM AND INSTRUCTION**

- A. The student shall be considered a resident when living with a parent, guardian, or person in loco parentis, not solely for school purposes or for participation in extracurricular activities.
- B. Homeless students who do not live with their parents or guardians may enroll themselves in school.
- C. The address listed on the enrollment forms becomes proof that the student lives in Citrus County, Florida.

### **VI. Guardianship**

- A. For purposes of school placement, any parent, guardian or person in loco parentis who has legal or physical custody of a homeless child or youth shall enroll that child or youth directly in the district assigned school unless it is not the school of origin.
- B. The District Guardian Responsibilities form must be completed within a reasonable period of time for those homeless students who are not accompanied by a parent or guardian, once a child or youth is enrolled in and attending a school.

### **VII. Disputes**

If a dispute arises over school selection, enrollment, or any issue covered in this policy:

- A. The student shall be immediately admitted to the school of origin or assigned zone school as requested by the parent or guardian, pending resolution of the dispute;
- B. The parent or guardian of the student shall be provided with a written explanation of the District's decision regarding school selection, including the rights of the parent, guardian or student to appeal the decision through the District's enrollment dispute procedure and the Florida Department of Education's appeal process;
- C. The student, parent, or guardian shall be referred to the District Homeless Education Liaison, who shall ensure the resolution process is carried out as expeditiously as possible after receiving notice of the dispute;
- D. In the case of an unaccompanied student, the District Homeless Education Liaison shall ensure that the student is immediately enrolled in school pending the resolution of the dispute.

### **VIII. Transportation**

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

The District shall ensure at the request of the parent, or in the case of an unaccompanied youth, the District Homeless Education Liaison, transportation will be provided for a homeless student to the school of origin as follows:

- A. If the homeless student continues to live in the School District where the school of origin is located, transportation will be provided if requested.
- B. If the homeless student moves to an area served by another district, though continuing his or her education at the school of origin, the district of origin and the district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin.
- C. If the districts cannot agree upon such a method, the responsibility and costs must be shared equally.
- D. Transportation for each student living outside the district will be reviewed for feasibility and in the best interest of the child.

### IX. Comparable Services

Homeless students shall be provided services and educational programs comparable to those offered to other students in the school selected, including the following:

- A. Preschool programs
- B. Transportation services
- C. Educational Services for which the student meets the eligibility criteria, including special education and related services and programs for English Language Learners
- D. Career and technical education programs
- E. Gifted programs
- F. School nutrition programs
- G. Title I
- H. Before- and After-School programs

### X. Homeless Education Liaisons

The Superintendent shall ensure that there is a District Homeless Education Liaison and his/her duties are communicated to district and school personnel and appropriate community agencies and providers.



**CHAPTER 4.00 - CURRICULUM AND INSTRUCTION**

**STATUTORY AUTHORITY:** 382.002, 743.067, 1001.42,  
1001.43, 1003.01(12), 1003.21 F.S.

**THE MCKINNEY-VENTO HOMELESS ASSISTANCE ACT, 42 U.S.C. §§11431-11436**  
**TITLE 1, PART A OF THE ELEMENTARY AND SECONDARY EDUCATION ACT,**  
**20 U.S.C. §§6311-6315**

**The Individuals with Disabilities Education Act, 20 U.S.C. §§1400 *et. seq.***

**April 6, 2002 Policy of the Child Nutrition Division of the**  
**U.S. Department of Agriculture.**

**June 5, 1992 Policy of the Administration for Children and Families of the U.S.**  
**Department of Health and Human Services.**

**HISTORY:** **ADOPTED: 04/14/2009**

**REVISION DATE(S): 01/14/2014, 11/10/2015, xx/xx/xxxx**

**FORMERLY: NEW**

## REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23<sup>rd</sup>, 2019 Board Workshop  
Requested by Trish Douglas/Regina Dickey, Department of Educational Services  
Additional contact(s)/originator \_\_\_\_\_  
Document Title School Board Policy 5.30 & Florida Statute 1003.32

### Board Action Required:

Presentation/Recognition \_\_\_\_\_ Information X  
Consideration/Approval \_\_\_\_\_

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

Backup Materials: attached X available in district office \_\_\_\_\_ other \_\_\_\_\_

### Executive Summary / Highlights:

**Request to review the School Board Policy 5.30 & Florida Statute 1003.32**

### 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: 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: Jammy Wilson  
(Form Board Approved 7/10/07)

## CHAPTER 5.00 – STUDENTS

### STUDENT CONTROL

5.30+

All students enrolled in school shall be subject to federal and state laws, regulations of the State Board of Education, the rules and policies of the School Board and the *Code of Student Conduct*, and shall be under the control and direction of the principal or designee during the time they are transported to or from school at public expense, during the time they are attending school or a school-sponsored activity, and during the time they are on School Board premises for school attendance and authorized activities.

- I. The principal or the principal's designated representative shall see that students are properly supervised while at school and during any school-sponsored activity.
- II. The teacher, other members of the instructional staff, bus driver, or other assigned supervisory staff shall assume such authority for the control and supervision of students as may be assigned by the principal or the principal's designated representative and shall keep good order in the classroom or other places where in charge of students.
  - A. No student may be suspended from school, from school bus transportation or from class, nor may corporal punishment be administered except as provided by law and the policies of the Board.
  - B. No student shall be suspended for unexcused absence, tardiness, or truancy unless otherwise provided in the *Code of Student Conduct*.
- III. The School Board's authority and responsibility do not extend to students while they are being transported by private vehicles not affiliated with a school-sponsored activity or on school property.
- IV. The *Code of Student Conduct* shall be discussed with students, school advisory councils, and parent/teacher associations at the beginning of each year. Students who enroll after the beginning of the school year shall be given an orientation to the *Code of Student Conduct* upon enrollment.
- V. The principal shall use the *Code of Student Conduct* to familiarize students with School Board rules relating to students' rights, responsibilities, and conduct at the beginning of each school year and whenever he or she deems it necessary.
- VI. Any School Board decision which conflicts with provisions in the *Code of Student Conduct* shall prevail until revisions are adopted.

**CHAPTER 5.00 – STUDENTS**

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

**LAW(S) IMPLEMENTED:** 120.57(1), 1001.43, 1003.04, 1003.21,  
1003.31, 1003.32, 1006.07, 1006.08,  
1006.09, 1006.10, 1006.13, F.S.

**HISTORY:** **ADOPTED: 03/09/2004**  
**REVISION DATE(S): 02/17/2011**  
**FORMERLY: 7.10(1), 7.10(3)**

Select Year: 2018 ▼ 

## The 2018 Florida Statutes

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[Title XLVIII](#)

## K-20 EDUCATION CODE

[Chapter 1003](#)

## PUBLIC K-12 EDUCATION

[View Entire Chapter](#)

**1003.32 Authority of teacher; responsibility for control of students; district school board and principal duties.**—Subject to law and to the rules of the district school board, each teacher or other member of the staff of any school shall have such authority for the control and discipline of students as may be assigned to him or her by the principal or the principal's designated representative and shall keep good order in the classroom and in other places in which he or she is assigned to be in charge of students.

(1) In accordance with this section and within the framework of the district school board's code of student conduct, teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes and school and their opportunity to learn in an orderly and disciplined classroom:

- (a) Establish classroom rules of conduct.
- (b) Establish and implement consequences, designed to change behavior, for infractions of classroom rules.
- (c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.
- (d) Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district school board personnel.
- (e) Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.
- (f) Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules.
- (g) Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.
- (h) Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.
- (i) Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.
- (j) Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.
- (k) Use corporal punishment according to school board policy and at least the following procedures, if a teacher feels that corporal punishment is necessary:

1. The use of corporal punishment shall be approved in principle by the principal before it is used, but approval is not necessary for each specific instance in which it is used. The principal shall prepare guidelines for administering such punishment which identify the types of punishable offenses, the conditions under which the punishment shall be administered, and the specific personnel on the school staff authorized to administer the punishment.

2. A teacher or principal may administer corporal punishment only in the presence of another adult who is informed beforehand, and in the student's presence, of the reason for the punishment.

3. A teacher or principal who has administered punishment shall, upon request, provide the student's parent with a written explanation of the reason for the punishment and the name of the other adult who was present.

- (2) Teachers and other instructional personnel shall:
- (a) Set and enforce reasonable classroom rules that treat all students equitably.
  - (b) Seek professional development to improve classroom management skills when data show that they are not effective in handling minor classroom disruptions.
  - (c) Maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption.
  - (d) Work with parents and other school personnel to solve discipline problems in their classrooms.
- (3) A teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the student code of conduct under s. 1006.07. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.
- (4) A teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.
- (5) If a teacher removes a student from class under subsection (4), the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program as provided by s. 1003.53; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established under subsection (6) determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within 5 days of the removal of the student from the classroom.
- (6)(a) Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. A school principal must notify each teacher in that school about the availability, the procedures, and the criteria for the placement review committee as outlined in this section.
- (b) The principal must report on a quarterly basis to the district school superintendent and district school board each incidence of a teacher's withholding consent for a removed student to return to the teacher's class and the disposition of the incident, and the superintendent must annually report these data to the department.
- (c) The Commissioner of Education shall annually review each school district's compliance with this section, and success in achieving orderly classrooms, and shall use all appropriate enforcement actions up to and including the withholding of disbursements from the Educational Enhancement Trust Fund until full compliance is verified.
- (d) Placement review committee membership must include at least the following:
1. Two teachers, one selected by the school's faculty and one selected by the teacher who has removed the student.
  2. One member from the school's staff who is selected by the principal.

The teacher who withheld consent to readmitting the student may not serve on the committee. The teacher and the placement review committee must render decisions within 5 days after the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the district school superintendent.

(7) Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.

(8) Each teacher or other member of the staff of any school who knows or has reason to suspect that any person has committed, or has made a credible threat to commit, a crime of violence on school property shall

report such knowledge or suspicion in accordance with the provisions of s. [1006.13](#). Each district school superintendent and each school principal shall fully support good faith reporting in accordance with the provisions of this subsection and s. [1006.13](#). Any person who makes a report required by this subsection in good faith shall be immune from civil or criminal liability for making the report.

(9) When knowledgeable of the likely risk of physical violence in the schools, the district school board shall take reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

**History.**—s. 127, ch. 2002-387; s. 36, ch. 2003-391.

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# REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 School Board Meeting

Requested by Gina Dickey Department of District Student Services

Additional contact(s)/originator \_\_\_\_\_

Document Title 2019-2020 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 2019-2020 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. \$5,500.00 Additional Amount Requested \_\_\_\_\_

Funding Source: 9009

### Personnel:

Estimated Salary \_\_\_\_\_ hour \_\_\_\_\_ day \_\_\_\_\_ annual \_\_\_\_\_

Pay Grade/Level \_\_\_\_\_

Benefits \_\_\_\_\_ Terms of Position \_\_\_\_\_

Financial Impact reviewed by: Jammy White

(Form Board Approved 7/10/07)



# STUDENT CONDUCT REVIEW FOR 2019-2020

December 12, 2018

## SUMMARY OF CHANGES

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**WELCOME:** Gina Dickey

**INTRODUCTIONS:** School, Parent and District Representatives

**CHS:** Robert Thompson; **CRH:** Phil McLeod; **LHS:** Ernest Hopper; **CSM:** Bob Miloscia, Alycia Lulenski; **CRM:** Ryan Selby; **IMS:** Dianna Goolsby; **LMS:** Bruce Sheffield; **CRE:** Deidre Barrett-LaBelle; **CSE:** Tony Stukes; **CRP:** Brady Hannett; **FCE:** Kam Reagan; **FRE:** Bart Adams; **HES:** Amanda Haynes; **HOM:** Katie Manning; **IPS:** Bridgett Merchant; **LPS:** Jaime Baize; **PGE:** Jerrica Alligood; **RCE:** Christina Touchton; **CREST:** No Representative; **Administrative Office:** Dr. Scott Hebert; **District Student Services:** Gina Dickey, Kit Humbaugh, Lori Willette; **Educational Technology:** Kathy Androski; **ESE:** Matt McCraine; **Health Services:** Pamela Carnevale; **SRO:** No Representative; **Transportation:** Marilyn Farmer; **Social Worker:** Christi Wilson; **School Board Attorney:** Wes Bradshaw; **School Board:** No Representative; **Parent Representative:** Shaunda Burdette; **Student Representatives**

**PURPOSE:** To identify concerns/issues related to the Code of Student Conduct in preparation for the School Board Workshop and Public Hearing

**Discussion Points/Input from Schools, Parents, Students and District Representatives**

### CODE OF STUDENT CONDUCT

#### General (CRH)

- **Suggestion/Changes:** Make the Code of Student Conduct, FERPA and Health Forms available online.

**Code of Student Conduct will be distributed electronically, (on district website), with limited quantities to each school in hard book form. Dr. Hebert, Chief Academic Officer, expressed concern about verifying parents received the information. Mr. Bradshaw, School Attorney, clarified that we do not need a parent sign-off as long as the district documents how we distributed the information. Pam Carnevale, Student Health Specialist, shared that the health forms are and will be, available online.**

#### Student's Rights and Responsibilities

##### Page 4 (DSS)

- **Suggestion/Changes:** Add a section to notify of Hope Scholarship eligibility.

**Information is currently available online but further queries will be made as to when parents must be notified. Dr. Hebert suggested we add HOPE information in the annual Parent Guide and Calendar.**

##### Page 5 (CSE)

- **Suggestion/Changes:** Should the money per student be updated since it is from the 2015-2016 school year?

**2019-2020 will be updated with the closest year available.**

## □ Health Information

### Pages 11-12 (Pam Carnevale)

#### First Paragraph:

- **Concerns:** 1. Request update to make parents/guardians aware of what School Health Services are provided, who is responsible for oversight of School Health Services and that, per FL statutes, “a student can be exempt from School Health Services if his or her parent or guardian requests such exemption in writing.”

**Suggestions/Changes:** 1. Change first paragraph to read: School Health Services are provided per Florida Statutes and per the School Health Services Plan. Specific laws governing health related issues and medication in schools include Florida Statute 1006.062 and Florida Administrative Code 64F-6.0002. School Health Services are supervised by the Florida Department of Health and the Florida Department of Education, however, the Principal at each school has immediate supervisory authority over the health personnel working for each school. The Director of District Student Services has immediate supervisory authority over the itinerate nursing staff in the district. School Health Services include: health assessment, nursing assessment, preventative dental programs when available, vision screening, hearing screening, scoliosis screening, growth and development screening, health counseling, referral and follow up of suspected or confirmed health problems by local health department, meeting emergency health needs, referral of students to appropriate health treatment, consultation with parent/guardian regarding the need for health attention, review and maintenance of health records, and assisting ESE with placement and re-evaluation of ESE students.

Per Florida Statute 381.0056, a student will be exempt from School Health Services if his or her parent or guardian requests such exemption in writing. Written consent of a student’s parent or guardian shall be obtained prior to any invasive screening (any screening which the skin or body orifice is penetrated; i.e. dental sealants).

**A suggestion was made to have a hyperlink to above information to alleviate length, however since the COSC will be online length will not be an issue. It will need to be included as above for hard copies.**

#### Third Paragraph:

##### 5<sup>th</sup> Bullet:

- **Suggestions/Changes:** Change the verbiage to “...on the Citrus County School’s website under Departments/Student Services/Health Entrance Requirements”

**Due to above discussion regarding location of forms on the district website, the changes are as follows:**

Student medication authorization forms are available in each school clinic and on the Citrus County School’s website under the ~~“Schools”~~ and “Parents & Students” tabs.

## □ Student Dress Code for Citrus County Schools

### Page 33, 6<sup>th</sup> Bullet (CRM)

- **Suggestions/Changes:** Change “necklace” to “necklaces”  
**It was agreed to make this change.**

#### Other Issues and Concerns

**There were no other issues or concerns brought forward.**

# REQUESTS FOR SCHOOL BOARD AGENDA

Requested for April 23, 2019 Board Workshop School Board Meeting.  
Requested by Tammy Wilson, Director, Department of Finance  
Additional contact(s)/originator \_\_\_\_\_  
Document Title 2019-2020 Budget and 5 Year Work Plan Update

### 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:

Per the CCSB 2019-2020 Budget Calendar, an update will be provided on the current status of the 2019-2020 Budget and 5 Year Work Plan.

### 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.

X 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 work force;
- Data systems (technology);
- X 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: \_\_\_\_\_

(Form Board Approved 7/10/07-original)

*Tammy Wilson*