

By Representative Livingston

1                                   A bill to be entitled  
2           An act relating to instructional materials;  
3           amending s. 233.07, F.S.; deleting obsolete  
4           language relating to state instructional  
5           materials committee appointments; conforming  
6           provisions relating to committee meetings;  
7           amending s. 233.09, F.S.; revising provisions  
8           relating to evaluation of instructional  
9           materials by state instructional materials  
10          committees; deleting obsolete provisions;  
11          amending s. 233.11, F.S.; conforming language  
12          relating to committee procedures; amending s.  
13          233.16, F.S.; authorizing a publisher or  
14          manufacturer to provide a cash deposit in lieu  
15          of a bond; revising provisions relating to  
16          preservation of contracts; amending s. 233.18,  
17          F.S.; revising requirements for specimen copies  
18          of instructional materials; amending s. 233.25,  
19          F.S.; revising requirements for samples of  
20          nonprint instructional materials; revising  
21          requirements of publishers or manufacturers  
22          relating to description of instructional  
23          materials; conforming provisions; amending ss.  
24          233.46 and 233.47, F.S.; providing additional  
25          penalties for lost or damaged books; deleting  
26          obsolete provisions; providing an effective  
27          date.

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29   Be It Enacted by the Legislature of the State of Florida:  
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1           Section 1. Paragraphs (a) and (d) of subsection (2) of  
2 section 233.07, Florida Statutes, are amended to read:

3           233.07 State instructional materials committees.--

4           (2)(a) All appointments shall be pursuant to the  
5 conditions prescribed in this section. No member shall serve  
6 more than two consecutive terms on any committee. ~~After~~  
7 ~~October 1, 1991,~~All appointments shall be for 18-month terms.  
8 All vacancies shall be filled in the manner of the original  
9 appointment for only the time remaining in the unexpired term.  
10 ~~A committee member whose term has not expired as of July 1,~~  
11 ~~1991, shall continue to serve for the remaining period of his~~  
12 ~~or her appointment.~~ At no time may a school district have  
13 more than one representative on a committee, it being the  
14 intent of the Legislature to involve representatives from the  
15 maximum number of school districts in the process of  
16 instructional materials selection. The Commissioner of  
17 Education and a member of the Department of Education whom he  
18 or she shall designate shall be additional and ex officio  
19 members of each committee.

20           (d) ~~Each committee shall meet at the call of its~~  
21 ~~chair, at the request of a majority of its membership, at the~~  
22 ~~request of the division, or at such times as may be prescribed~~  
23 ~~by its rules.~~Any member who fails to attend two consecutive  
24 meetings without cause may be removed by the Commissioner of  
25 Education.

26           Section 2. Subsection (4) of section 233.09, Florida  
27 Statutes, is amended to read:

28           233.09 Duties of each state instructional materials  
29 committee.--The duties of each state instructional materials  
30 committee shall be:

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1           (4) EVALUATION OF INSTRUCTIONAL MATERIALS.--To  
2 evaluate carefully all instructional materials submitted, to  
3 ascertain which instructional materials, if any, submitted for  
4 consideration best implement the selection criteria developed  
5 by the Commissioner of Education and those curricular  
6 objectives included within applicable ~~curriculum frameworks~~  
7 ~~approved by the State Board of Education and the state and~~  
8 ~~district~~ performance standards provided for in s. ss-229.565  
9 and 232.2454. The committees shall file with the Commissioner  
10 of Education a written statement of the procedures used in the  
11 evaluation of instructional materials, and certified copies of  
12 such statements shall be made available to the public upon  
13 request. The state instructional materials committees shall  
14 be prohibited from conducting their assigned duties until such  
15 written statements are on file with the Commissioner of  
16 Education.

17           (a) When recommending instructional materials for use  
18 in the schools, each committee shall include only  
19 instructional materials that accurately portray the ethnic,  
20 socioeconomic, cultural, and racial diversity of our society,  
21 including men and women in professional, vocational, and  
22 executive roles, and the role and contributions of the  
23 entrepreneur and labor in the total development of this state  
24 and the United States.

25           (b) When recommending instructional materials for use  
26 in the schools, each committee shall include only materials  
27 which accurately portray, whenever appropriate, humankind's  
28 place in ecological systems, including the necessity for the  
29 protection of our environment and conservation of our natural  
30 resources and the effects on the human system of the use of  
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1 tobacco, alcohol, controlled substances, and other dangerous  
2 substances.

3 (c) When recommending instructional materials for use  
4 in the schools, each committee shall require such materials as  
5 it deems necessary and proper to encourage thrift, fire  
6 prevention, and humane treatment of people and animals.

7 (d) When recommending instructional materials for use  
8 in the schools, each committee shall require, when appropriate  
9 to the comprehension of pupils, that materials for social  
10 science, history, or civics classes contain the Declaration of  
11 Independence and the Constitution of the United States. No  
12 instructional materials shall be recommended by any committee  
13 for use in the schools which contain any matter reflecting  
14 unfairly upon persons because of their race, color, creed,  
15 national origin, ancestry, gender, or occupation.

16 ~~(e) Instructional materials recommended for~~  
17 ~~mathematics, science, and computer education shall be~~  
18 ~~consistent with the Comprehensive Plan for Mathematics,~~  
19 ~~Science, and Computer Education.~~

20 (e)~~(f)~~ All instructional materials recommended by each  
21 committee for use in the schools shall be, to the satisfaction  
22 of each committee, accurate, objective, and current and suited  
23 to the needs and comprehension of pupils at their respective  
24 grade levels. Instructional materials committees shall  
25 consider for adoption materials developed for academically  
26 talented students such as those enrolled in advanced placement  
27 courses.

28 (f)~~(g)~~ When recommending instructional materials for  
29 use in the schools, each committee shall have the  
30 recommendations of all districts which submit evaluations on  
31 the materials submitted for adoption in that particular

1 subject area aggregated and presented to the members to aid  
2 them in the selection process; however, such aggregation shall  
3 be weighted in accordance with the full-time equivalent  
4 student percentage of each district. Each committee shall  
5 prepare an additional aggregation, unweighted, with each  
6 district recommendation given equal consideration. No  
7 instructional materials shall be evaluated or recommended for  
8 adoption unless each of the district committees shall have  
9 been loaned the specified number of samples.

10 (g)~~(h)~~ In addition to relying on statements of  
11 publishers or manufacturers of instructional material, any  
12 committee may conduct, or cause to be conducted, an  
13 independent investigation as to the compliance of submitted  
14 materials with the requirements of this section.

15 ~~(i) In the event that, after good faith acquisition of~~  
16 ~~instructional materials by a district school board, the~~  
17 ~~instructional materials are found to be not in accordance with~~  
18 ~~the requirements of this subsection and the school board is~~  
19 ~~unable to acquire other instructional materials which meet the~~  
20 ~~requirements of this subsection in time for them to be used as~~  
21 ~~intended, the school board may use the acquired materials, but~~  
22 ~~only for that academic year.~~

23 Section 3. Section 233.11, Florida Statutes, is  
24 amended to read:

25 233.11 Contact with publishers, manufacturers, or  
26 their representatives prohibited.--It is unlawful for any  
27 member of a state instructional materials committee to discuss  
28 matters relating to instructional materials submitted for  
29 adoption with any agent of a publisher or manufacturer of  
30 instructional materials, either directly or indirectly, except  
31 during the period when the committee shall have been called

1 into session for the purpose of evaluating instructional  
2 materials submitted for adoption. Such discussions shall be  
3 limited to official meetings of the committee and in  
4 accordance with procedures ~~rules and regulations~~ adopted by  
5 the committee for that purpose.

6 Section 4. Subsection (2) and paragraph (c) of  
7 subsection (4) of section 233.16, Florida Statutes, are  
8 amended to read:

9 233.16 Powers and duties of Department of Education in  
10 selecting and adopting instructional materials.--The powers  
11 and duties of the Department of Education in selecting and  
12 adopting instructional materials shall be:

13 (2) CONTRACT WITH PUBLISHERS OR MANUFACTURERS;  
14 BOND.--As soon as practicable after the department has adopted  
15 any instructional materials and all bidders that have secured  
16 the adoption of any instructional materials have been notified  
17 of the same by registered letter, the Department of Legal  
18 Affairs shall prepare a contract in accordance with the  
19 provisions of the school code with every bidder awarded the  
20 adoption of any instructional materials. Said contracts shall  
21 be executed by the Governor and Secretary of State under the  
22 seal of the state, one copy to be kept by the contractor, one  
23 copy to be filed in the Department of State, and one copy to  
24 be filed in the Department of Education. After giving due  
25 consideration to comments by the districts, the department,  
26 with the agreement of the publisher, may extend or shorten a  
27 contract period for a period not to exceed 2 years; and the  
28 terms of any such contract shall remain the same as those set  
29 forth in the original contract. Any publisher or manufacturer  
30 to whom any contract is let under the provisions of this  
31 chapter must give bond in such amount as the department deems

1 advisable, payable to the state, conditioned for the faithful,  
2 honest, and exact performance of the contract. The bond must  
3 further provide for the payment of reasonable attorney's fees  
4 in case of recovery in any suit upon the same. The surety on  
5 the bond must be a guaranty or surety company authorized by  
6 the laws of the state to do business in the state; however,  
7 the bond shall not be exhausted by a single recovery but may  
8 be sued upon from time to time until the full amount thereof  
9 is recovered, and the department may at any time, after giving  
10 30 days' notice, require additional security or additional  
11 bond. The form of any bond or bonds or contract or contracts  
12 under the provisions of this chapter shall be prepared and  
13 approved by the Department of Legal Affairs. At the discretion  
14 of the Commissioner of Education, a publisher or manufacturer  
15 to whom any contract is let under provisions of this chapter  
16 may be allowed a cash deposit in lieu of a bond, conditioned  
17 for the faithful, honest, and exact performance of the  
18 contract. The cash deposit, payable to the Department of  
19 Education, shall be placed in the Textbook Bid Trust Fund.  
20 The department may recover damages on the cash deposit given  
21 by the contractor for failure to furnish instructional  
22 materials, the sum recovered to inure to the General Revenue  
23 Fund.

24 (4) RETURN OF DEPOSITS.--

25 (c) One copy of each contract and an original of each  
26 bid, whether accepted or rejected, shall be preserved in the  
27 office of the Department of Education for at least 3 5 years  
28 beyond the termination of the contract.

29 Section 5. Section 233.18, Florida Statutes, is  
30 amended to read:

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1           233.18 Copies of bids, contracts, and instructional  
2 materials ~~books~~ retained.--Specimen copies of all  
3 instructional materials ~~textbooks~~, which have been made the  
4 bases of contracts under the provisions of this chapter,  
5 shall, upon request for the purpose of public inspection, be  
6 made available by the publisher to clearly marked and  
7 ~~identified as such, shall be deposited by their publishers~~  
8 with the Department of Education and the superintendent of  
9 each school district that adopts such materials from the state  
10 list, ~~which specimens shall be preserved and kept open for~~  
11 ~~inspection by the public.~~ All contracts and bonds executed  
12 under the provisions of this chapter shall be signed in  
13 triplicate. One copy of each contract and an original of each  
14 bid, whether accepted or rejected, shall be preserved in the  
15 office of the Department of Education for at least 3 5 years  
16 beyond the termination of the contract.

17           Section 6. Subsections (2), (4), (9), and (14) and  
18 paragraph (b) of subsection (3) of section 233.25, Florida  
19 Statutes, are amended to read:

20           233.25 Duties, responsibilities, and requirements of  
21 publishers and manufacturers of instructional  
22 materials.--Publishers and manufacturers of instructional  
23 materials, or their representatives, shall:

24           (2)(a) Deliver specimen copies of all instructional  
25 materials upon which bids or proposals are based to each  
26 member of a state instructional materials committee. ~~Written~~  
27 ~~descriptions and representative samples of each nonprint~~  
28 ~~instructional material upon which a bid or proposal is based~~  
29 ~~shall be delivered for use by all members of the committee.~~  
30 At the conclusion of the review process, manufacturers  
31 submitting samples of instructional materials shall be



1 entitled to the return thereof, at the expense of the  
2 manufacturers; or, in the alternative, the manufacturers shall  
3 be entitled to reimbursement by the individual committee  
4 members for the retail value of such samples.

5 (b) Loan copies of such materials in quantities to be  
6 determined by the Department of Education to those districts  
7 participating in preadoption evaluations ~~or in lieu thereof,~~  
8 ~~in the case of nonprint instructional materials, descriptions~~  
9 ~~and representative selections therefrom.~~ At the conclusion of  
10 the review process, if the district does not return such  
11 instructional materials to the publishers and manufacturers,  
12 at their expense, the publishers and manufacturers shall be  
13 entitled to reimbursement by the district for the retail value  
14 of such materials.

15 (3) Submit, at a time designated in s. 233.14, the  
16 following information:

17 (b) Written proof that the publisher has provided  
18 written correlations to appropriate curricular objectives  
19 included within applicable performance standards provided for  
20 in s. 229.565 ~~the following instructional objectives when~~  
21 ~~appropriate: standards of excellence, the minimum student~~  
22 ~~performance standards, and the raise achievement in secondary~~  
23 ~~education program (RAISE) which provides for curriculum~~  
24 ~~frameworks for secondary level courses.~~

25 (4) By a date set by the Commissioner of Education for  
26 the year that a committee is considering a specific academic  
27 area for adoption, each publisher or manufacturer shall submit  
28 to the committee a written description of how materials meet  
29 ~~each of the~~ specifications and criteria developed by the  
30 commissioner. ~~The description shall include an explanation of~~  
31 ~~the function and goals of the instructional materials program,~~

1 ~~including the rationale for the design of the program, and the~~  
2 ~~relationship between each of the components comprising the~~  
3 ~~program. Such reports shall be made available to each school~~  
4 ~~district.~~

5 (9) Guarantee that all copies of any instructional  
6 materials sold in this state will be at least equal in quality  
7 to the copies of such instructional materials that are sold  
8 elsewhere in the United States and will be kept revised, free  
9 from all errors, and up-to-date as may be required by the  
10 Department of Education ~~state board~~.

11 (14) Upon the willful failure of the publisher or  
12 manufacturer to comply with the requirements of this section,  
13 be liable to the Department of Education ~~state board~~ in the  
14 amount of 3 times the total sum which the publisher or  
15 manufacturer was paid in excess of the price required under  
16 subsections (6) and (7) and in the amount of 3 times the total  
17 value of the instructional materials and services which the  
18 district board is entitled to receive free of charge under  
19 subsection (8).

20 Section 7. Subsections (2), (6), and (7) of section  
21 233.46, Florida Statutes, are amended to read:

22 233.46 Duties of principals.--The duties and  
23 responsibilities of principals for instructional materials  
24 management and care include:

25 (2) MONEY COLLECTED FOR LOST OR DAMAGED BOOKS.--It  
26 shall be the duty and responsibility of each principal to  
27 collect from each pupil or the pupil's parent the purchase  
28 price of any instructional material the pupil has lost,  
29 destroyed, or unnecessarily damaged and to report and transmit  
30 such amounts so collected to the superintendent. If such  
31 material so lost, destroyed, or damaged has been in school use

1 for more than 1 year, a sum ranging between 50 and 75 percent  
2 of the purchase price of the book shall be collected. Such  
3 sum shall be determined by the physical condition of the book.  
4 The failure to collect such sum upon reasonable effort by the  
5 principal may result in the suspension of the pupil from  
6 participation in extracurricular activities or satisfaction of  
7 the debt by the pupil through community service activities at  
8 the school site as determined by the principal.

9 (6) ACCOUNTING FOR TEXTBOOKS.--Principals shall see  
10 that all books are fully and properly accounted for as on  
11 forms prescribed by rules of the local school district the  
12 ~~state board, and on forms which are supplied through the~~  
13 ~~office of the superintendent.~~

14 ~~(7) RECORDS AND REPORTS.--Principals shall prepare and~~  
15 ~~transmit such textbook records and reports as may be required~~  
16 ~~by the Department of Education and such supplementary records~~  
17 ~~and reports as the superintendent may direct.~~

18 Section 8. Subsection (1) of section 233.47, Florida  
19 Statutes, is amended to read:

20 233.47 Responsibility of pupils, parents, or guardians  
21 for instructional materials.--

22 (1) All instructional materials heretofore or  
23 hereafter purchased under the provisions of this chapter shall  
24 be the property of the district. When distributed to the  
25 pupils, such materials shall be merely loaned to the pupils of  
26 the school while pursuing the courses of study therein and are  
27 to be returned at the direction of the principal or teacher in  
28 charge. Each parent, guardian, or other person having charge  
29 of a pupil to whom or for whom materials have been issued, as  
30 provided herein, shall be held liable for any loss or  
31 destruction of, or unnecessary damage to, such materials or

1 for failure of such pupil to return such materials when  
2 directed by the principal or teacher in charge, and shall be  
3 required to reimburse the school district immediately ~~pay~~ for  
4 such loss, destruction, or unnecessary damage ~~as provided by~~  
5 ~~law~~. In addition, the parent, guardian, or other person having  
6 charge of a pupil to whom or for whom materials have been  
7 issued shall be responsible for the reimbursement of any court  
8 costs and attorney's fees incurred by the school district in  
9 pursuit of its rights pursuant to this section if the school  
10 district prevails in such an action.

11 Section 9. This act shall take effect July 1, 1997.

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13 HOUSE SUMMARY

14 With respect to instructional materials in the public  
15 schools, revises provisions relating to: state  
16 instructional materials committees; evaluation of  
17 instructional materials; committee procedures; publisher  
18 or manufacturer requirements; preservation of contracts;  
19 specimen copies of instructional materials; and penalties  
20 for lost or damaged instructional materials.  
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