



SCHOOL BOARD OF OKEECHOBEE COUNTY

**AGENDA FOR REGULAR MEETING
MARCH 10, 2015
6:00 P.M.**

Chairperson
Joe Arnold
Vice Chairperson
Malissa Morgan
Members
Dixie Ball
Jill Holcomb
India Riedel

Vision

*Achieving Excellence:
Putting Students First*

Mission

*To prepare all students
to be college or career
ready and to possess the
attitudes and values
necessary to function as
productive citizens.*

Core Values

Perseverance

Respect

Integrity

Dependability

Ethics

I. Call to Order

- A. Prayer
- B. Pledge of Allegiance

II. Recognition Items

- A. Student Recognition
 - ★ OHS – 2015 Sunshine State Scholar
- B. Staff Recognition
 - Retirements
 - ★ Greg Geeting, VE Teacher, Yearling Middle School

III. Approval of Minutes

- Meeting of February 10, 2015

IV. Items for Action

- A. Recommendation for Expulsion
 - 1. #15-05, 7th Grade Student at Okeechobee Achievement Academy..... 1
- B. Amendment of Board Policy 3.50 Public Information and Inspection of Records..... 2
- C. Amendment of Board Policy 6.58 Report of Misconduct 3
- D. Advertisement to Amend Board Policy 2.90 Tobacco Use in District Facilities.... 4
- E. Advertisement to Amend Board Policy 5.27 Homeless Students 5
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SCHOOL BOARD OF
OKEECHOBEE COUNTY

AGENDA FOR
REGULAR MEETING
MARCH 10, 2015

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VI. Information Items:

- A. Superintendent
- B. School Board Members
- C. School Board Attorney
- D. Public

The next regular School Board meeting is Tuesday, April 14, 2015, at 6:00 p.m.

Persons are advised that if they decide to appeal any decisions made at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made.

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EXPULSION OF #15-05, 7TH GRADE STUDENT**
DATE: March 10, 2015

RECOMMENDATION:

That #15-05, a 7th grade student at Okeechobee Achievement Academy, be expelled for the remainder of the 2014-15 school year and the first semester of the 2015-16 school year and that a final order for expulsion of this student be issued based upon the following act of misconduct and violation of the Code of Student Conduct:

- G. Inappropriate Conduct
 - 2. Disruptive Behavior – Disrespect, disruptive behavior and minor confrontations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **AMENDMENT OF BOARD POLICY 3.50 PUBLIC INFORMATION AND INSPECTION OF RECORDS**

DATE: March 10, 2015


RECOMMENDATION:

That the Board approve amendment of Board Policy 3.50 Public Information and Inspection of Records to bring the policy into agreement with current statutes.

BACKGROUND INFORMATION:

The proposed amendment is recommended by the Board's consultant for School Board Policies to align with Florida Statute 119.071. Advertisement of intent to amend Policy 3.50 was approved by the School Board on February 10, 2015, and legally advertised to the public on February 11, 2015, as required by Chapter 120, Administrative Procedures Act, Florida Statutes. Policy 3.50, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 3.00: School Administration

3.50

PUBLIC INFORMATION AND INSPECTION OF RECORDS

POLICY

All public records pursuant to Florida Statutes shall be available for inspection or copying at reasonable times during normal office hours of the District office or other offices in which records are maintained.

- I. Photocopying or other reproduction of any record shall be performed upon a person's request. Charges for photocopying or reproducing shall be in accordance with the School Board rule entitled "Photocopying of Public Records" (3.51).
- II. Records maintained by the District which are exempt from public inspection include:
 - A. Personally identifiable records of students, pursuant to Florida Statutes and the Federal Family Educational Rights and Privacy Act (FERPA);
 - B. Portions of personnel records, pursuant to Florida Statutes;
 - C. All work products developed in preparation for collective bargaining, pursuant to Florida Statutes;
 - D. Appraisals, offers, and counter offers relating to purchase of real property, pursuant to Florida Statutes;
 - E. Legal records prepared by an attorney exclusively for civil or criminal litigation, pursuant to Florida Statutes, and litigation files regarding employees while the case is active;
 - F. A complaint of misconduct filed with the District against a District employee and information obtained in the investigation until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
 - ~~FG.~~ Data processing software obtained under a licensing agreement which prevents its disclosure and data processing software designated by the School Board as "sensitive," pursuant to Florida Statutes;
 - ~~GH.~~ Sealed responses to request for bids or proposals until such time as they are publicly opened, pursuant to Florida Statutes;
 - ~~HJ.~~ Personally identifiable records of dependent children of former or current employees who are insured by a District group insurance plan; and
 - ~~IJ.~~ Employees and student health and medical records as prescribed by Florida Statutes and PL 104-191 Health, Insurance Portability and Accountability Act of 1996 (HIPAA).

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.
 119.07, 119.071, 447.605, 1001.43, 1002.22, 1002.221, 1008.24, 1012.31,
LAWS IMPLEMENTED: 1013.14, F.S.
 34 CFR 99, PL 103-382, 104-191

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted:	07/14/1998
Revision Date(s):	03/09/2004, 11/17/2009
Formerly:	New

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AMENDMENT OF BOARD POLICY 6.58 REPORT OF MISCONDUCT**
DATE: March 10, 2015

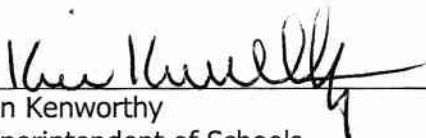
RECOMMENDATION:

That the Board approve amendment of Board Policy 6.58 Report of Misconduct to bring the policy into agreement with current statutes.

BACKGROUND INFORMATION:

The proposed amendment is recommended by the Board's consultant for School Board Policies to align with Florida Statute 119.071. Advertisement of intent to amend Policy 6.58 was approved by the School Board on February 10, 2015, and legally advertised to the public on February 11, 2015, as required by Chapter 120, Administrative Procedures Act, Florida Statutes. Policy 6.58, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 6.00: Personnel

6.58*

REPORT OF MISCONDUCT

POLICY

The School District of Okeechobee County shall adhere to all requirements related to employee misconduct that affects the health, safety, or welfare of a student.

I. Mandatory Reporting of Misconduct

It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety, or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety, or welfare of a student.

A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students, or may be suspended per Board Policy 6.53, pending the outcome of the investigation.

B. Information related to the alleged misconduct shall be considered confidential ~~during the investigation~~ until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.

C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

IV. Resignation or Retirement in Lieu of Termination

If an instructional or administrative employee resigns or retires in lieu of termination for misconduct that affects the health, safety, or welfare of a student, the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

A representative of the School District shall not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety, or welfare of a student. A District official shall not enter into any confidentiality agreement regarding terminated or dismissed personnel or personnel who resigned or retired in lieu of termination.

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety, or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

- A. Any individual who reports in good faith any act of child abuse, abandonment, or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil liability or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member, or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY:

1001.41, ~~4012.42~~1001.42, F.S.

LAWS IMPLEMENTED:

39.203, 112.313, 119.071 768.095, 1001.42, ~~1006.01~~, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, F.S.

STATE BOARD OF EDUCATION RULES:

6B-1.001, 6B-1.006

HISTORY:

Adopted: 03/10/2009

Revision Date(s):

Formerly: New

©EMCS

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 2.90 TOBACCO USE IN DISTRICT FACILITIES**
DATE: March 10, 2015

RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 2.90 Tobacco Use in District Facilities.

BACKGROUND INFORMATION:

Revision of Policy 2.90 has been requested by the Board. The proposed revision includes a change in policy title to "Tobacco-Free Environment." Policy 2.90, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



The School Board of Okeechobee County

Chapter 2.00: School Board Governance and Organization

2.90

TOBACCO USE IN DISTRICT FACILITIES **TOBACCO-FREE ENVIRONMENT**

POLICY

~~Smoking is prohibited within the enclosed facilities of District-owned property.~~

No student, employee, parent, volunteer, contractor, spectator, or school visitor is permitted to use tobacco products of any kind, including chewing tobacco, synthetic tobacco products, and electronic cigarettes/cigars, in any District-owned/controlled facility or vehicle, or at any District or school sponsored event in the presence of students.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

386.201-386.209; 1001.43, F.S.

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted: 03/11/2008

Revision Date(s):

Formerly: New

©EMCS

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 5.27 HOMELESS STUDENTS**

DATE: March 10, 2015

RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 5.27 Homeless Students.

BACKGROUND INFORMATION:

The proposed revision of Policy 5.27 updates the policy to align with current statutes regarding designations as "Certified Homeless Youths," and "Unaccompanied Homeless Youths."

The proposed policy amendment is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 5.00: Students

5.27*

HOMELESS STUDENTS

POLICY

- I. Homeless children who live within the county shall be admitted to school in the District, and shall have access to free public education including preschool, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and district assessments and accountability systems.
- II. Definitions
 - A. Homeless Child – One who lacks a fixed, regular, and adequate nighttime residence and includes children and youth who:
 1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
 3. Are living in emergency or transitional shelters, abandoned in hospitals, or awaiting foster care placement;
 4. Have a primary nighttime residence that is
 - a. A supervised shelter designed to provide temporary living accommodations;
 - b. An institution providing temporary residence for persons who are to be institutionalized; or
 - c. A public or private place not designed or normally used as a regular sleeping accommodation for human beings;
 5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
 6. Are migratory children who qualify as homeless because the children are living in circumstances described in II.A.1. through II.A.5.
 - B. Unaccompanied Youth – A student who is not in the physical custody of a parent or guardian.
 - C. Certified Homeless Youth – 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.
 - D. School of Origin – The school that the student attended when permanently housed or the school where the child or youth was last enrolled.
 - E. Enroll and Enrollment – Attending school and participating fully in school activities.
 - F. Immediate – Without delay.

- G. Parent – Parent or guardian of a student.
 - H. Liaison – The staff person designated by the District as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Homeless Assistance Act.
- III. 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.
 - IV. The District shall seek to remove barriers to the enrollment and retention of homeless children and youth.
 - V. The District shall ensure the immediate enrollment of homeless students.
 - A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.
 - B. A homeless child shall be given a thirty (30) day school day exemption to provide proof of age, certification of a school-entry health examination, proof of immunization, and other documentation required for enrollment.
 - VI. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, career and technical programs, preschool programs, Title I, and limited English proficiency programs.
 - VII. Homeless students shall be given meaningful opportunities to succeed in school
 - VIII. Homeless students shall be allowed to remain in the school of origin to the extent feasible unless this is contrary to the wishes of the parents.
 - IX. Homeless students and/or parents shall have the right to dispute school assignment if placement is other than the school of origin. The District shall ensure that unaccompanied youth and the parents of homeless students are notified of the right to remain in the school of origin and of the dispute process.
 - X. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility for transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.
 - XI. Homeless students shall not be stigmatized, segregated, or separated in any educational program on the basis of their homeless status.
 - XII. The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act.

STATUTORY AUTHORITY:

1001.41, 1001.42, 1003.21 F.S.
382.002, 743.067, 1000.21, 1001.43, 1003.01, 1003.21,
1003.22, F.S.

LAWS IMPLEMENTED:

McKinney-Vento Homeless Assistance Act, P.L. 100-77
No Child Left Behind Act of 2001, P.L. 107-110

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted: 01/20/2009
Revision Date(s): 12/10/2013
Formerly: New

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **ADVERTISEMENT TO ADOPT BOARD POLICY 5.327 HAZING**
DATE: March 10, 2015

RECOMMENDATION:

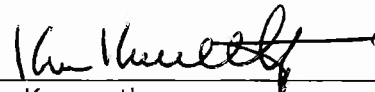
That the Board approve advertisement to adopt Board Policy 5.327 Hazing.

BACKGROUND INFORMATION:

The proposed Policy 5.327 is required by 1006.135, F.S.

The proposed policy is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 5.00: Students

5.327*+

HAZING

POLICY

The Okeechobee County School District shall not tolerate hazing of any form. Conduct that constitutes hazing, as defined herein, is prohibited. The District expects students to conduct themselves appropriately for their levels of development, maturity, and demonstrated capabilities with proper regard for the rights and welfare of other students and the educational purpose underlying all school activities.

I. Definition of Hazing

Hazing means any action or situation endangering the mental or physical health or safety of a student at a school with any of grades six (6) through twelve (12) for purposes including, but not limited to, initiation or admission into or affiliation with any organization operating under the sanction of a school with any of grades six (6) through twelve (12). Hazing shall include, but is not limited to:

- A. Pressuring, coercing, or forcing a student into violating state or federal law; consuming any food, liquor, drug, or other substance, or participating in physical activity that could adversely affect the health or safety of the student.
- B. Any brutality of a physical nature such as beating, whipping, branding, or exposure to the elements.

II. Reporting an Act of Hazing

- A. At each school with any of grades six (6) through twelve (12), the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
- B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
- C. All other members of the school community including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person the principal or principal's designee.
- D. The principal of each school that includes any of grades six (6) through twelve (12) in the District shall establish and prominently publicize to students, staff, volunteers, and parents, how a report of hazing may be filed either in person or anonymously and how this report will be acted upon.
- E. The victim of hazing, anyone who witnessed the hazing, and anyone who has credible information that an act of hazing has taken place may file a report of hazing.

- F. A school employee, school volunteer, student, parent, or other person who promptly reports in good faith an act of hazing to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
- G. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
- H. Any written or oral reporting of an act of hazing shall be considered an official means of reporting such act(s).
- I. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

III. Investigation of a Report of Hazing

- A. The investigation of a reported act of hazing is deemed to be a school-related activity and shall begin with a report of such an act.
- B. The principal or designee shall select an individual(s) employed by the school and trained in investigative procedures to initiate the investigation. The person may not be the accused perpetrator or victim.
- C. Documented interviews of the victim, alleged perpetrator(s), and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- D. The investigator shall collect and evaluate the facts including but not limited to:
 - 1. Description of incident(s) including nature of the behavior;
 - 2. Context in which the alleged incident(s) occurred;
 - 3. How often the conduct occurred;
 - 4. Whether there were past incidents or past continuing patterns of behavior;
 - 5. The relationship between the parties involved;
 - 6. The characteristics of parties involved, i.3., grade, age;
 - 7. The identity and number of individuals who participated in hazing;
 - 8. Where the alleged incident(s) occurred;
 - 9. Whether the conduct adversely affected the student's/students' health or safety;
 - 10. The date, time, and method in which the parents of all parties involved were contacted.
- E. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include:
 - 1. Recommended remedial steps necessary to stop the hazing; and
 - 2. A written final report to the principal.
- F. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
- G. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of hazing and the investigative procedures that follow.

IV. Investigation to Determine Whether a Reported Act of Hazing is Within the Scope of the District

- A. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of hazing is within the scope of the School District.
- B. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of hazing falls within the scope of the District.
 - 1. If it is within the scope of the District, a thorough investigation shall be conducted.
 - 2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
 - 3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents of all students involved.

V. Notification to Parents of Incidents of Hazing

A. Immediate notification to the parents of a victim of hazing:

The principal or designee shall promptly report via telephone, personal conference, and/or in writing the occurrence of any incident of hazing as defined by this policy to the parent(s) of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

B. Immediate notification to the parents of the perpetrator of an act of hazing:

The principal or designee shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of hazing as defined by this policy to the parents of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

C. Notification to local agencies where criminal charges may be pursued:

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator(s), all appropriate law enforcement agencies will be notified by telephone and/or in writing.

VI. Referral of Victims and Perpetrators of Hazing for Counseling

When hazing is suspected or when a hazing incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents.

- A. The teacher or parent may request informal consultation with school staff, e.g., school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents are included.
- B. School personnel or the parent may refer a student to the school intervention team for consideration of appropriate services. Parental involvement shall be required when the student is referred to the intervention team.
- C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parental involvement shall be required.
- D. The intervention team may recommend:
 - 1. Counseling and support to address the needs of the victims of hazing.

2. Research-based counseling or interventions to address the behavior of the students who haze others; and/or
3. Research-based counseling or interventions which include assistance and support provided to parents, if deemed necessary or appropriate.

VII. Disciplinary Action

If the incident is determined to be within the scope of the District, disciplinary action will be consistent with the *Code of Student Conduct*.

VIII. Reporting Incidents of Hazing

- A. Incidents of hazing shall be reported in the school's report of data concerning school safety and discipline data required under s.1006.09(6), F.S. The report shall include each incident of hazing and the resulting consequences including discipline and referrals. The report shall also include each reported incident of hazing that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
- B. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report hazing incidents.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.
 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1001.54,
 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09,
 1006.10, 1006.135, F.S.
 20 USC 1232g

LAWS IMPLEMENTED:

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted:
 Revision Date(s):
 Formerly: New

©EMCS

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 6.81 INSTRUCTIONAL EMPLOYEE PERFORMANCE CRITERIA**
DATE: March 10, 2015

RECOMMENDATION:

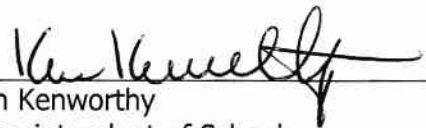
That the Board approve advertisement to amend Board Policy 6.81 Instructional Employee Performance Criteria.

BACKGROUND INFORMATION:

The proposed revision of Policy 6.81 updates the policy to align with current Florida Statutes.

Policy 6.81, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 6.00: Personnel

6.81*

INSTRUCTIONAL EMPLOYEE PERFORMANCE CRITERIA

POLICY

- I. The Superintendent or designee shall develop and present, for School Board approval, instructional employee performance criteria and/or measures. Such performance criteria and/or measures shall be consistent with statutory requirements but may include additional elements as deemed appropriate. Student performance data shall be used in the evaluation of instructional personnel.
- II. Instructional personnel shall be informed of the criteria for assessment including the use of student performance data and indicators of student learning growth.
- III. The Superintendent shall submit the instructional performance appraisal system to the Department of Education for approval.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAWS IMPLEMENTED:

1001.43, 1008.36, 1012.22, 1012.27, 1012.33, F.S.

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted: 07/14/1998

Revision Date(s): 01/09/2001

Formerly: C-40

©EMCS

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: RATIFICATION OF CONTRACT WITH INSTRUCTIONAL UNIT FOR 2014-2017
DATE: March 10, 2015

RECOMMENDATION:

That the Board ratify the contract agreement between the School Board and the Okeechobee County Education Association #1604 Instructional Unit, effective July 1, 2014, through June 30, 2017, including the following Salary Schedules:


- #1 Grandfather Schedule/Performance Pay/Instructional Personnel/Certified Permanent Substitute Teacher
- #1B Differentiated Pay
- #1D Instructional Personnel – Less Than 4 Hours
- #33 Payment Rates for Time Other Than Normal Work Hours
- #34 Part-Time Pay for Athletic Events

BACKGROUND INFORMATION:

The Instructional Bargaining Unit is scheduled to vote on ratification of the contract on Friday, March 6, 2015. The results of the vote, for or against ratification, will be available at that time.

The proposed contract and items that have tentative agreement are included in Board member agendas and are available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **DUAL ENROLLMENT AGREEMENT WITH KEISER UNIVERSITY**
DATE: March 10, 2015

RECOMMENDATION:

That the Board approve a Dual Enrollment Agreement with Keiser University Port St. Lucie Campus.

BACKGROUND INFORMATION:

This is a new agreement that offers classes to rising seniors during the Summer term for college credit. There are no tuition or book fees. Students are limited to two (2) courses per semester on a space available basis.

The agreement is attached and available upon request in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Dual Enrollment (KUDEP)

Keiser University-Port Saint Lucie Campus and Okeechobee County Public Schools

The Keiser University Dual Enrollment Program is for high school seniors to experience college while still supported by high school staff and mentors. Students will have an opportunity to earn college credit in career-focused courses and familiarize themselves with the post-secondary environment.

Coursework Availability

Dual Enrollment coursework is available to rising high school seniors and high school seniors on a Keiser University campus. Enrollment in the program is dependent upon space and availability. The rising senior students will attend classes during Summer "C" and "D" terms as these time periods coincide with summer break. Seniors may enroll for evening classes during both Fall and Winter semesters and will attend classes during the Fall "A," "B," "C," "D" and Winter "A," "B," "C," and "D" terms.

Admissions criteria and expectations to participate in the KU Dual Enrollment Program:

- Students must have written approval from a parent/guardian as evidenced by a signed Enrollment Program Application for non-matriculation course.
- Dual Enrollment students are not required to submit the application or registration fee.
- Dual Enrollment student must meet with an admissions counselor.
- Applicants will be accepted on a space available basis for each selected course.
- Course selection must be approved by the high school counselor to ensure adherence to the Okeechobee County Progression Plan.
- Course selection must be approved by student's parent.

College Readiness Assessment

- Students must have a minimum cumulative high school grade point average of 3.0 out of a possible 4.00 cumulative grade point average for all general education courses.
- Students must have a minimum of a 2.5 grade point average out of a possible 4.0 for all CTE courses.
- A Dual Enrollment applicant must meet the university's requirements for admissions. University requirements for admissions are a combined score of 1420 on the SAT (or 800 on the previously used SAT examination), a composite score of 17 on the ACT or successful passing score on the University entrance examination.

Enrollment Expectations

- Students are limited to 2 courses per semester.
- The books will be loaned to the student by the University for the duration of the course.
- Dual enrollment students must attend a new student orientation.
- Students will be expected to adhere to existing KU policies outlined in the catalog including dress code and attendance policies.
- Students must adhere to all policies of Okeechobee County Public Schools.
- Students in the dual enrollment program are responsible for their own transportation and any library fines incurred.

Academic Expectations

- Dual Enrollment students must meet all course prerequisites as listed in the catalog.
- To continue in the Dual Enrollment Program, students must maintain a grade point average of 3.00 out of 4.00.
- Students will receive college credit toward a Bachelor's or Associate's Degree.
- Students who elect to pursue their education at another academic institution will be issued a transcript from Keiser University; these credits may be transferable at the complete discretion of the receiving institution.
- Students in the Dual Enrollment Program will have a ***Dual Enrollment Program transcript***. Students who elect to continue their education at Keiser University after their high school graduation will have any courses for which they received a C or higher added to their new enrollment records if the course is required for their program of study. Grades lower than a C will not be added to their college transcript.

Academic Course Delivery System

- Full time classes are 3-4 semester credit hours delivered in a 4 week format.

Course Offerings for 2015 Summer C term:

BSC2085C (Day)	Human Anatomy and Physiology I	(4 credit hours)
CGS1000C (Eve)	Introduction to Computers	(3 credit hours)
CHM2045C (Day)	General Chemistry	(4 credit hours)
ENC1101 (Day & Eve)	English Composition I	(3 credit hours)
MAT1033 (Day)	Intermediate Algebra	(3 credit hours)
MCB2000C (Day)	Microbiology	(4 credit hours)
PSY1012 (Day)	Introduction to Psychology	(3 credit hours)
STA2023 (Day)	Statistics	(3 credit hours)

Course Offerings for 2015 Summer D term:

AML1000 (Day & Eve)	American Literature	(3 credit hours)
BSC2086C (Day)	*Human Anatomy and Physiology II	(4 credit hours)
CGS1000C (Day)	Introduction to Computers	(3 credit hours)
CHM2046C (Day)	**Advanced Chemistry	(4 credit hours)
DEP2004 (Day)	Life Span Development	(3 credit hours)
ENC2102 (Day & Eve)	***English Composition II	(3 credit hours)
PSY1012 (Day)	Introduction to Psychology	(3 credit hours)

*The pre-requisite course BSC2085C must be completed prior to enrollment.

**The pre-requisite course CHM2045C must be completed prior to enrollment.

***The pre-requisite course ENC1101 must be completed prior to enrollment.

Dual Enrollment Student Classroom Integration

- Dual Enrollment students will be integrated into existing courses on a space available basis.

This agreement shall commence for the 2015-16 school year and will be reviewed annually to consider revisions. Course offerings will vary annually per semester.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by the dates indicated below.

Approval Date _____

By _____
Superintendent – Ken Kenworthy

By _____
School Board Chair – Joe Arnold

for Okeechobee County Public Schools

Approval Date 2/17/2015

By Dr. Thomas Creola
Campus President – Dr. Thomas Creola

for Keiser University Port St Lucie Campus

Reviewed by Board Attorney

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENT WITH SYNOVIA SOLUTIONS, LLC**
DATE: March 10, 2015

RECOMMENDATION:

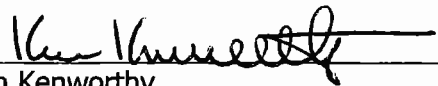
That the Board approve a five-year agreement with Synovia Solutions, LLC for GPS services for 19 district-owned vehicles at an annual cost of \$3,141.84.

BACKGROUND INFORMATION:

This is a new agreement for installation of GPS devices and software services for 19 district-owned vehicles (excluding buses). The software monitors vehicle functions for operating efficiency and provides track and trace, engine diagnostics, and vehicle maintenance scheduling.

The contract is attached and is available upon request in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



9330 Priority Way West Drive
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 1-877-796-6842
 Fax: 317-208-2202

MUNICIPAL SYNSURANCE AGREEMENT

No: 3432

Customer Legal Name Okeechobee County School District		Customer Billing Address (If different)	
Address 700 SW 2 nd Avenue		Address	
City Okeechobee	County Okeechobee	City	County
State Florida	Zip Code 34974	State	Zip Code
Location Contact: Louise Piper	Phone (863) 462-5146 Ext. 211	Fax	Salesperson Peter Nemeth
Email Address: piperl@okee.k12.fl.us		Tax ID#	<input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal
PO Number (if applicable):		PO Expiration Date:	

CONTRACT DURATION/VEHICLES

Term of Agreement: 36 Mo. 48 Mo. 60 Mo. ____ Mo.
 Number of Vehicles: 19
 Effective Date
 Tax Exempt: No Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE	EQUIPMENT LIST	
	TYPE	QTY
<input checked="" type="checkbox"/> Core Track & Trace		
<input type="checkbox"/> Comparative Analysis	LMU:	3030 19
<input type="checkbox"/> Time and Attendance		
<input checked="" type="checkbox"/> Engine Diagnostics	Peripheral:	
<input checked="" type="checkbox"/> Maintenance Scheduling		
	Other:	

Carrier: Synovia Verizon Sprint AT&T
 Installation: Synovia Customer Customer to be Trained By Synovia

SPECIAL INSTRUCTIONS: Data is not included. Data is billed by Verizon; contact Lenny Mangaroo @561 554 3900. Data is priced per State of Florida contract at \$0.099 per MB, 2 MB per month per vehicle. Synovia pricing is based on St Lucie schools RFP and award 15-08.

METHOD OF PAYMENT	RATE PER UNIT
Base Payment \$ 13.78 _____ X Number of Vehicles 19 _____	= Total \$ 261.82
	Applicable Sales Tax \$0.00
	Total \$261.82
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card <input type="checkbox"/> Check	

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print)		
Authorized Signature	Date	Authorized Representative of Synovia
Authorized Signer's Printed Name	Title	

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports and inquiries from taxing authorities concerning delinquent taxes, fees or other charges or assessments received by Customer. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you **shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.
7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the**

hardware devices are carrier specific and any changes to the carrier might result in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.

8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination. The Customer does not waive its sovereign immunity.

9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**

10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Florida with venue in Okeechobee County. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

18: **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

19. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

Customer Initials _____

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **CONTRACT FOR PURCHASE OF BAND UNIFORMS**
DATE: March 10, 2015

RECOMMENDATION:

That the Board approve a contract with DeMoulin Brothers & Company for the purpose of purchasing 150 complete uniforms for the Okeechobee High School Band at a total cost of \$57,214.50.

BACKGROUND INFORMATION:

Payment will be spread over two (2) years. The first payment will be out of the 2014-15 budget, and the second payment will be made after July 1, 2015. The contract is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

CONDITIONS OF CONTRACT

1. **LIMITED LIFETIME WARRANTY AND DISCLAIMER; SOLE REMEDY** - The seller warrants that the goods to be delivered are substantially identical with the sample inspected and that they will conform to the specifications described under this agreement. Merchandise not meeting specification will promptly be corrected. DeMoulin Brothers & Company shall repair, or, at its discretion, replace any defective uniform part. The **LIMITED LIFETIME WARRANTY** delivered to the buyer with the goods shall apply and the same is hereby made a part hereof as though fully set forth herein. **THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** The remedy hereby provided shall be the exclusive and sole remedy of the buyer. The buyer shall not be entitled to claim any consequential damages (including lost profits) for non-conforming or defective goods or for late delivery or non-delivery. Sellers' warranty made in connection with the sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the products in any manner or has failed to care for the products in accordance with instructions furnished by Seller.
2. **NOTICE OF CLAIMS** - Notice of claims arising from this Limited Lifetime Warranty must be submitted in writing to DeMoulin Brothers & Company, at Greenville, Illinois 62246. Within 20 days of notifying the seller of any such claim, the buyer must make available for inspection by DeMoulin Brothers & Company at a location and time reasonably convenient to both parties all goods for which claim is being made.
3. **CANCELLATIONS** - No part of this Agreement can be canceled or altered after the merchandise has been cut.
4. **DELIVERIES** - This Agreement is a shipment contract. The goods sold F.O.B. as stated on shipping instructions on the face of this Agreement, seller's factory, Greenville, Illinois. The acceptance of the merchandise by any common carrier shall constitute delivery. Merchandise will be shipped subject to actual valuation and title of goods and risk of loss shall pass to the buyer upon delivery to common carrier and invoicing thereof to the buyer. It is the buyer's responsibility to check condition of shipment before signing unconditional delivery slip of carrier. All claims against the carrier must be filed by buyer with delivering carrier.
5. **LIMITATION ON RETURNING MERCHANDISE** - No merchandise shall be returned by the buyer unless such return is authorized by the seller. Retention of goods without written claim or objection for more than 15 days, (or the use of goods in any manner), shall constitute an unconditional acceptance of the same by the buyer, unless otherwise agreed in writing.
6. **PAYMENT** - Payment shall be in the manner set forth on the face of this Agreement.
7. **INTERPRETATION OF CONTRACT** - This writing is intended by the parties as the final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes the buyer's order solicited by the salesperson. There are no oral understandings, representation or agreements relating to this Agreement not fully expressed herein.
8. **APPLICABLE LAW** - This Agreement shall be governed by the Uniform Commercial Code as adopted by the State of Illinois, as effective and in force on the date of this Agreement.
9. **DELAYS BEYOND SELLER'S CONTROL** - In the event that delivery under this Agreement is prevented or delayed by strikes, lockouts, embargos, lack of shipping facilities, lack of or inability to obtain raw materials, labor or fuel, or any cause or circumstance not limited to the above, beyond the seller's control, seller shall not be liable for such delay and the seller's time for performance shall be extended by the period of said delay.
10. **SHIPMENT AND TERMS** - The seller may make partial or complete shipment prior to shipping date indicated with the understanding payment will not be due until the date shown on the face of this Agreement.

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MINIMUM JOB QUALIFICATIONS FOR SUPERVISOR OF FOOD SERVICE AND SUPERVISOR OF TRANSPORTATION**
DATE: March 10, 2015

RECOMMENDATION:

That the Board approve the minimum Qualifications for the following positions:

- Supervisor of Food Service

Qualifications

- (1) Bachelor's degree with specialization in food and nutrition, business management, or other acceptable field preferred.
- (2) Five (5) years of responsible food service management and administrative experience.
- (3) In lieu of the above requirements, a combination of training and experience substantially equivalent.
- (4) Satisfactory criminal background check and drug screening.

- Supervisor of Transportation


Qualifications

- (1) Bachelor's degree from an accredited educational institution preferred.
- (2) Five (5) years of experience in education or transportation.
- (3) In lieu of the above requirements, a combination of training and experience substantially equivalent.
- (4) Satisfactory criminal background check and drug screening.

BACKGROUND INFORMATION:

The complete Job Description is available upon request from the Director of Human Resources.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **LETTER PURCHASE ORDER FOR SERVICES OF INTERIM ADMINISTRATIVE PERSONNEL**
DATE: March 11, 2014

RECOMMENDATION:

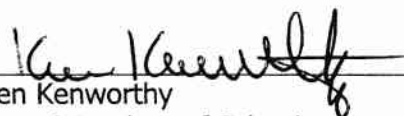
That the Board approve a revised Letter Purchase Order (LPO) with DES of Florida, LLC, for the position listed below, for the purpose of providing the temporary services of Interim Administrative Personnel for the period May 1, 2015. through June 30, 2015.

<u>Position:</u>	<u>Total Cost Including Taxes/Social Security (Not to Exceed):</u>
Interim Director of Human Resources	\$17,801.17

BACKGROUND INFORMATION:

This is an initial LPO for the services of Interim Director of Human Resources in accordance with an approved agreement with DES of Florida. The Letter Purchase Order is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



This Letter Purchase Order (LPO) for Services is issued pursuant to Agreement No. DESF 05-13-60-OCSB between Okeechobee County School Board (Buyer) and DES of Florida, LLC (Seller). Buyer hereby authorizes Seller's contractor to perform the following described Services:

1. **Scope of Work: Interim Director of Human Resources**

2. **Seller Contact:** Roy F. DeCastro
DES of Florida LLC
PO Box 13935
Tallahassee, Florida 32317-3935
Phone: 888-337-3521
Fax: 888-219-7972

3. **Buyer Contact:** Ms. Joni Ard
Assistant Superintendent for Administrative Services
700 SW 2nd Avenue
Okeechobee, Florida 34974
Phone: 863-761-5000

4. **LPO Term:** May 01, 2015– June 30, 2015. This LPO may be terminated by Buyer upon thirty (30) days written notice to the Seller and provided, however, that such termination by Buyer shall not become effective until any/all work and transfer of knowledge specified in subject LPOs in effect at the time of said termination notice either has been completed by Seller or terminated by Buyer.

5. **LPO Cost:** Total cost, excluding expenses, shall not exceed \$17,801.17. Invoices will be billed at a rate of \$8,900.58 per month. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. No Overtime will be required in this LPO. Included in this cost are the following Included in this cost are the following: Paid Holidays to match Okeechobee County School Board holiday schedule; 2 Sick Day and 3 Personal Days per month. Any and all expenses, including travel, must be pre-approved by the Buyer Contact listed in Item 3 of this LPO and will be reasonable, verifiable and documented.

6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to the LPO number, shall be submitted to the Buyer Contact listed in Item 3 of this LPO.

7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and will be further defined on an on-going basis throughout the term of this LPO and due as requested by the Buyer Contact listed in this LPO or other Okeechobee County School Board designated representatives associated with this project.

DES OF FLORIDA, LLC

OKEECHOBEE COUNTY SCHOOL BOARD

By:


(Authorized Signature)

By:

(Authorized Signature)

Name: **Roy F. DeCastro**

Name: **Mr. Ken Kenworthy**

Title: **Managing Partner**

Title: **Superintendent**

PRIVATE/PROPRIETARY/LOCK

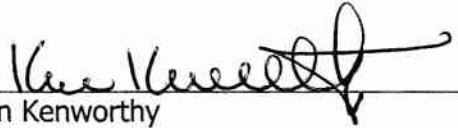
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OKEECHOBEE COUNTY SCHOOL BOARD EXCEPT PURSUANT TO A WRITTEN AGREEMENT. MUST BE STORED IN LOCKED FILES WHEN NOT IN USE.

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **BOARD WORKSHOP**
DATE: March 10, 2015

RECOMMENDATION:

That the Board set a date and time for a workshop to discuss special facilities construction.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

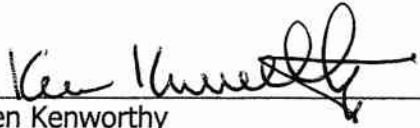
TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF PERSONNEL**
DATE: March 10, 2015

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Alfrey, Patricia	Aide, Health	South Elementary School	02-17-2015
Clay, Dana	Custodian II	Central Elementary School	02-04-2015
Kane, Susan	Teacher, ESE	South Elementary School	02-02-2015
Liscomb, Amanda	Secretary	Central Elementary School	02-17-2015
Wuchte, Dana	Teacher, Elementary	South Elementary School	02-09-2015

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

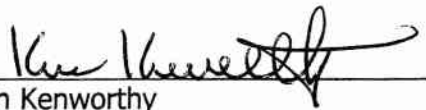
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF TEMPORARY PERSONNEL**
DATE: March 10, 2015

RECOMMENDATION:

That the following temporary personnel be employed as needed:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Autrey, Joyce	Extended Daycare	02-02-2015
Burk, Donald D.	Sub-Bus Driver	01-30-2015
Kindell, Erik	Varsity Baseball	01-15-2015

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **RESIGNATION, TERMINATION, AND SUSPENSION OF EMPLOYMENT**
DATE: March 10, 2015

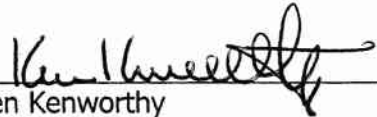
RECOMMENDATION:

That resignations for the following personnel be accepted:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
DeVoss, Patsy	Extended Daycare	North Elementary School	01-28-2015
Perkins, Florence Michelle (Retirement)	Supervisor, Food Service	Food Service	07-01-2015
Sutton, Cheryl (Retirement)	Secretary, Exceptional Student Education	District Office	07-01-2015

(Please note: Ms. DeVoss will remain employed as a Paraprofessional at North Elementary School)

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

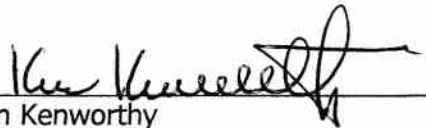
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **LEAVE REQUESTS**
DATE: March 10, 2015

RECOMMENDATION:

That the following leave of absence be approved:

<u>Name</u>	<u>School</u>	<u>Leave Type</u>	<u>From</u>	<u>Through</u>
LaFoy, Betsey	South Elementary School	Short Term	02-24-2015	05-22-2015

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **ADDITIONS TO SUBSTITUTE TEACHER LIST FOR 2014-15**

DATE: March 10, 2015

RECOMMENDATION:

That the following personnel be added to the Substitute Teacher List for the 2014-15 school year:

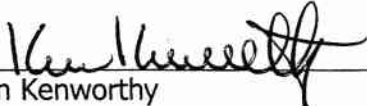
<u>Name</u>	<u>Rank</u>
Collins, Samantha	I
Ford, Sara	I
Poulson, Deanna	I
Shorter, Kari	I
Zapata, Marialejandra	I

Rank I – Less than 60 college credit hours

Rank II – 60 or more college credit hours

Rank III – Bachelor's degree or higher

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PAYMENTS TO PERSONNEL**
DATE: March 10, 2015

RECOMMENDATION:

That the Board approve the following payments to personnel:

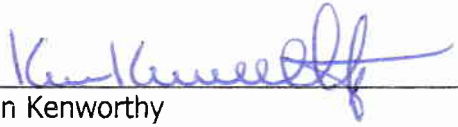
Name/Group	Purpose	Rate of Pay	Time Period (Maximum)	Funding Source
Mary Ruth Stephens	Additional Bonus for Bus Driver Recruitment(KS)	\$350.00	N/A	Transportation Budget
5 Elem. Rdg. Coaches 1 Math/Science Coach 5 Teachers	Curriculum Mapping for Implementation of FL Standards Road Mapping Districtwide Initiative	\$13.50 Per Hour	40 Hours Each 5/4/15-5/31/15	4535 – School Improvement, Title I, Part A 1003(a)
All Personnel Employed in 2014-15 (Revised from approval on 11-18-14 - Revisions in Bold and Underlined)	Eligible for Temporary Employment in After-School Programs/Tutorials during the 2014-15 School Year	As Determined by Each Program's Specifications and/or Salary Schedules 30 & 33	#4517 – Title I Migrant (not to exceed \$43,400.00) #4531 – Title I, Part A (not to exceed \$32,000.00) #4501 – Title III ELL (not to exceed \$10,000.00) #4555 – Title VI Rural & Low Income (not to exceed \$68,000.00) #1566 – SAI (not to exceed \$12,000.00 <u>\$70,000.00</u>) <u>General Funds – (Not to exceed \$5,000.00)</u>	

Addition of personnel and correction to the number of hours approved on the August 12, 2014, Board meeting:

Teachers Staffing Specialists Guidance Counselors Deans Teachers on Sp. Assign.	Student Mentoring of Check & Connect Preparation and Monitoring	\$20.00 Per Hour	20 40 Hours Each In 2014-15	1511 – Check & Connect
<u>ADD: Debbie Johnson</u> <u>Patricia Mullins</u>		<u>\$20.00 Per Hour</u>	<u>60 Hours Each</u> <u>In 2014-15</u>	
<u>ADD: Migrant Advocates</u>		<u>\$12.00 Per Hour</u>	<u>40 Hours Each</u> <u>In 2014-15</u>	
<u>ADD: Paraprofessionals</u>		<u>\$9.00 Per Hour</u>	<u>40 Hours Each</u> <u>In 2014-15</u>	

Note: All professional development shall comply with provisions in the negotiated personnel contracts.

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AVID (ADVANCEMENT VIA INDIVIDUAL DETERMINATION) IMPLEMENTATION AGREEMENT**
DATE: March 10, 2015

RECOMMENDATION:

That the Board approve the AVID Implementation Agreement with the AVID Center for the 2015-16 school year at a cost of \$10,755.00.

BACKGROUND INFORMATION:

This is a renewal agreement. AVID is a program designed to increase schoolwide/districtwide learning and performance by focusing on providing academic instruction and support for historically underrepresented groups of students who enroll in a college preparatory path in high school. Osceola Middle, Yearling Middle, and Okeechobee High (including OHS/Freshman Campus) will have AVID programs in their schools during the 2015-16 school year. Funding for the agreement will come from the Supplemental Academic Instruction, Project 1566. The agreement is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



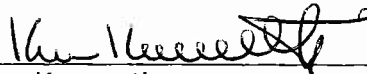
Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROPERTY DISPOSAL LIST #4 FOR THE 2014-15 FISCAL YEAR**
DATE: March 10, 2015

RECOMMENDATION:

That the items listed on the attached Property Disposal List #4 for the 2014-15 fiscal year be declared as surplus, no longer usable for educational purposes, and to be removed from property records; and that the Superintendent be authorized to donate or sell such items in accordance with state statute.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MONTHLY FINANCIAL STATEMENT FOR DECEMBER, 2014**
DATE: March 10, 2015

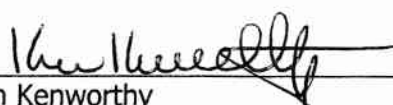
RECOMMENDATION:

That the Monthly Financial Statement for December, 2014, be accepted and filed as part of public record.

BACKGROUND INFORMATION:

The Financial Statement is included in Board member agendas and is available upon request from the Director of Finance.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **BUDGET AMENDMENT #6 FOR DECEMBER, 2014**
DATE: March 10, 2015

RECOMMENDATION:

That Budget Amendment #6 for December, 2014, be approved.

BACKGROUND INFORMATION:

The Budget Amendment is included in Board member agendas and is available upon request from the Director of Finance.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **WARRANT REGISTER FOR FEBRUARY, 2015**
DATE: March 10, 2015

RECOMMENDATION:

That the Warrant Register for February, 2015, be approved as follows:

General Disbursement Account – Warrants #153872 thru #154160

Operating General Fund	\$ 1,114,158.49
Federal Programs Fund	55,359.16
Food Service Fund	170,406.87
Capital Improvement Fund	<u>456,874.39</u>
Total	\$ 1,796,798.91

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools