



SCHOOL BOARD OF OKEECHOBEE COUNTY

AGENDA FOR REGULAR MEETING
JULY 8, 2014
6:00 P.M.

Chairperson
Joe Arnold
Vice Chairperson
Gay Carlton
Members
Malissa Morgan
India Riedel
David Williams

Vision

Achieving Excellence

Mission

The School District of Okeechobee County will prepare all students to be college and career ready and to possess the attitudes and values necessary to function as productive members of our society.

Core Values

- Excellence
Educational Quality
Equity
Environment that is Safe and Secure
Empowerment of all Shareholders and Partners

2013-14

Strategic Plan Goals

- To Prepare Students to be College and Career Ready
To Maximize Efficient and Effective Use of Available Resources
To Empower Stakeholders through Opportunities for Meaningful Participation
To Provide a Safe and Secure Education for ALL

I. Call to Order

- Prayer - Rev. Jim Benton, Faith Farm Ministries
Pledge of Allegiance

II. Opening Items

- Staff Recognition
Florida Healthy School District 2014-16 - Silver Level Award
Retirements
Maria Ingram, 4th Grade Teacher, Seminole Elementary School
Sue Kemp, Instructional Paraprofessional, Okeechobee High School

III. Approval of Minutes

- Meeting of June 10, 2014

IV. Items for Action

Items from Superintendent

- Recommendation for Expulsion
1. #14-05, 9th Grade Student at Okeechobee Achievement Academy
Adoption of Board Policy 7.42 Alternative Construction and Maintenance
Advertisement to Amend Board Policy 5.40 Student Control
Merger of Okeechobee Freshman Campus and Okeechobee High School for 2013-14 School Grade Calculation
Resolution Supporting FPL Natural Gas Power Plant
Agreement with Florida Gulf Coast University Board of Trustees
Minimum Job Qualifications for Principal/Senior Administrator
Appointment of Instructional Personnel on Annual Contract
Scheduling of Board Workshop for Strategic Planning

Items from School Board Attorney

- Ratification and Approval of Agreed Order Granting Motion to Reset Final Hearing (Murphy)
Reset Date, Time, and Location of Final Hearing
Approval of Agreed Order Granting Motion to Reset Final Hearing (Bonasera)
Reset Date, Time, and Location of Final Hearing

SCHOOL BOARD OF
OKEECHOBEE COUNTY

AGENDA FOR
REGULAR MEETING
JULY 8, 2014

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VI. Information Items:

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

*A School Board Meeting for consideration of proposed millage rates and 2014-15 budget
for advertisement will be held on Tuesday, July 22, 2014, at 6:00 p.m.*

*The School Board will conduct a public hearing on the proposed millage rates and 2014-15 budget
on Tuesday, July 29, 2014, at 6:00 p.m.*

The next regular School Board Meeting is Tuesday, August 12, 2014, 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 #14-05, 9TH GRADE STUDENT
DATE: July 8, 2014

RECOMMENDATION:

That #14-05, a 9th grade student at Okeechobee Achievement Academy, be expelled for for the remainder of the 2013-14 school year and the first semester of the 2014-15 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:

N. Violence

3. Physical Aggression

When an individual(s) engage in a minor altercation that does not require physical restraint and results in no injuries; students pushing/shoving; easily separated or stopped

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent

SUBJECT: **ADOPTION OF BOARD POLICY 7.42 ALTERNATIVE CONSTRUCTION AND MAINTENANCE**

DATE: July 8, 2014

RECOMMENDATION:

That the Board approve adoption of Board Policy 7.42 Alternative Construction and Maintenance to provide guidelines when selecting alternative construction and maintenance procedures in lieu of requesting formal bids.

BACKGROUND INFORMATION:

This proposed policy adoption is in response to an audit recommendation by the Auditor General's Office. Advertisement of intent to adopt Policy 7.42 was approved by the School Board on June 10, 2014, and legally advertised to the public on June 11, 2014, as required by Chapter 120, Administrative Procedures Act, Florida Statutes. The policy is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

Chapter 8.00: Auxiliary Services

7.42

ALTERNATIVE CONSTRUCTION AND MAINTENANCE

POLICY

- I. When the School Board finds it necessary for particular maintenance or construction projects, it may in lieu of requesting formal bids according to School Board Policy 7.40(2) *Purchasing Policies and Bidding*, designate that said project(s) be initiated or constructed using one of the following alternative Construction/Maintenance delivery methods:
 - A. Stipulated price/general contract “low sealed bid” otherwise known as “Design-Bid-Build”, “Competitive Bid” or “Hard Bid”
 - B. Design/Build pursuant to 287.055, Florida Statutes
 - C. Construction Management (CM) “At Risk” pursuant to 255.103, Florida Statutes, or process provided by 287.055, Florida Statutes
 - D. Total Program Manager (TPM) pursuant to 255.103, Florida Statutes, or process provided by 287.055, Florida Statutes

Ultimate selection of a CM At Risk, or TPM shall be made by using the same competitive selection process as outlined in 287.055, Florida Statutes.

“Low Bid” General Contractor shall be selected using the competitive bid process.

- II. Board and its representatives shall assure that design and construction professionals are in compliance with all applicable federal and state laws and rules, building and life-safety codes, and are appropriately licensed by the Department of Business and Professional Regulation (DBPR).
- III. Construction of new facilities, additions, remodeling, renovation, maintenance or repairs to existing facilities will adhere to 1013.45, Florida Statutes, *Educational Facilities Contracting and Construction Techniques*.
- IV. The Board’s duties when considering alternative construction methods shall include, but not be limited to:
 - A. Approve an “Alternative Construction Delivery Method Review Panel” consisting of the Superintendent of Schools, Assistant Superintendent for Administrative Services, Director of Finance and Director of Operations. Others may be added at the discretion of the Board.
 - B. Determine project scope, time frames for construction, funding source(s) and project budget.
 - C. Depending on the scope of the contract for professional services, the Board may also have to provide a site survey, educational plant survey or survey amendment, educational specifications, legal descriptions of easements, assessments, and coordination with other local governmental entities, architectural or engineering services, inspection services, preliminary drawings and specifications.

- D. If the Superintendent of Schools deems it necessary, a project representative with authority to furnish information expeditiously may need to be selected in advance of the project. This could be an architect, engineer or construction consultant.
 - E. Once the construction method has been decided upon, the CM, TPM, GC will be provided with a description of applicable requirements, state and federal laws, board policies and processes, time frames, payment policies, change order policies, inspection requirements, and approval procedures.
- V. The Board may assign, by specific Board action, and on a project-by-project basis, decision making authority to the Superintendent of Schools or his/her designee. This approval may include: submission of project documents for approval; and reductions and changes to components, systems and subsystems. All changes to the intended project made by the delegated authority shall be approved by the Board at a regularly scheduled Board meeting and entered in its official minutes.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

255.04, 255.103, 287.055, 1001.43, 1013.45, 1013.47, F.S.

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 5.40 STUDENT CONTROL**
DATE: July 8, 2014

RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 5.40 Student Control (Code of Student Conduct) including a review of the District's Corporal Punishment policy as required by Florida Statute.

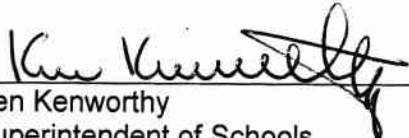
BACKGROUND INFORMATION:

Revisions to the Code include:

- Addition of Discipline Offense Code Chart to assist in parent/guardian understanding of codes listed on discipline referrals. The chart will also assist school-based staff in assigning codes when recording them in the student database.
- Addition of language regarding recent legislative changes in prohibition of hazing to apply to grades 6-12.
- Addition of language regarding recent legislative changes that now include direction on addressing incidents of simulating a firearm or weapon while playing or wearing clothing or accessories that depict firearms, weapons or express an opinion regarding a right guaranteed by the Second Amendment to the U.S. Constitution.
- Formatting/Grammatical Changes.

Pages with revisions and the Corporal Punishment Policy are attached. Review of the District's Corporal Punishment Policy, which is included in the Code of Student Conduct, is required every three (3) years according to Florida Statute 1002.20 The complete *Code of Student Conduct* with proposed revisions is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Administrative Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

Code of Student Conduct

Okeechobee County Schools



Revised August, ~~2013~~ 2014

*This Code of Student Conduct is available in Spanish.
Este Código de Conducta Estudiantil Está Disponible En Espanol.*

CORPORAL PUNISHMENT

1. Corporal punishment is the moderate use of physical force or physical contact as may be necessary to maintain discipline or to enforce school rules.
2. The punishment must be administered, by a parent or guardian, in the presence of an administrator or his/her designee and under conditions not calculated to hold the student up to ridicule or shame.
 - a. The punishment must be reasonable.
 - b. Corporal punishment shall be limited to a maximum of three swats for any one offense.
 - c. The type of punishment, the severity of punishment, and the number of swats administered when paddling a student must be determined in every case.
 - d. In administering corporal punishment, an instrument designed to minimize possible physical injury should be utilized.
3. In every case of corporal punishment, the student, parent, and witness are to be told beforehand of the seriousness of the offense and the reason for the punishment as well as the number of swats he/she is to receive.
4. Under no circumstances shall a student be struck about the head or shoulders. Corporal punishment shall be administered posteriorly.
5. The principal or his designee will maintain a record of all instances where corporal punishment is administered. This record will contain the date, time, number of swats administered, the offense and adult witness.

GUIDE TO READING THE VIOLATIONS CHARTS


The following charts list the most common serious infractions, but they do not include every possible violation. The principal or his/her designee determines the type of code violation committed by using the definitions in the left hand column of the charts listed below. The minimum consequence assigned is determined by the grade level of the student which is designated at the top of each remaining column. Minimum consequence means the least type of corrective action that may be assigned to the student to attempt to change the unwanted behavior.

When deciding what disciplinary action should be taken, the principal or his/her designee shall consider the student's age, exceptional-ity, previous conduct, probability of a reoccurring violation, attitude, severity of the offense, and whenever possible, shall impose disciplinary action in a progressive manner. For this reason, punishment may exceed the minimum consequence and is expected to be more of a consequence than assigned before for the same incident. For all levels, any incident that is hate-related and/or gang-related shall be grounds to increase disciplinary actions.

DISCIPLINE OFFENSE CODES

In addition to the violations charts listing the most commons serious infractions, it also gives guidance to school officials on how to code the infractions into our student database. The following discipline offense codes are provided for easy reference and are also listed by each of the violations listed in the chart. Please note that due to the individual nature of infractions, incidences of discipline violations may be described by one or more codes. It is the responsibility of the school to choose the code most appropriate for the individual incident.

AB	Abusive Language/Gesture	MT	Motor Vehicle Theft
AL	Alcohol Possession and/or use	OM	Other Major Unclassified Offense
AR	Arson	PA	Physical Aggression
AU	Accepted Use Policy Violation	PD	Property Damage (Damage less than \$1,000)
AV	Auto Violation	RB	Robbery
BA	Battery	SB	Sexual Battery
BC	Behavior Contract Violation	SC	Skipping Class
BE	Breaking and Entering	SH	Sexual Harassment
BL	Bullying	SO	Sexual Offenses (Other)
BS	Bus Rule	SS	Skipping School
CM	Continuation of Minor Infraction	ST	Larceny / Theft (value of \$300.00 or more)
CO	Contraband	TB	Tobacco Possession and/or Use
DC	Disruption on Campus Major/Disorderly Conduct	TD	Tardiness
DD	Disrupt/Disrespect/Disobedient	TF	Forgery/Theft/Poss. of Stolen Prop (less than \$300)
DI	Defiance/Insubordination	TI	Threat/Intimidation
DR	Drug Possession and/or Use, Excluding Alcohol	TP	Trespassing
DS	Drug Sales/Distribution, Excluding Alcohol	UB	Unsubstantiated Bullying
FC	Failure to Comply	UBP	Unsubstantiated Bullying Perpetrator
FT	Fight/Serious Mutual Com	UVB	Unsubstantiated Bullying Victim
HM	Homicide	UH	Unsubstantiated Harassment
HR	Harassment	UHP	Unsubstantiated Harassment Perpetrator
IM	Obscene and/or Inappropriate Material	UHV	Unsubstantiated Harassment Victim
KD	Kidnapping	VA	Vandalism (Damage must be \$1,000 or more)
MM	Miscellaneous Minor Offense	WP	Weapons Possession

A. Absenteeism (TD,SS,SC)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12 (for students under 16 years of age)
<p>1. (Truancy – Skipping) Failure to be in school and on time unless absence is excused as per Florida Statute 1003.01(8) (See page 15 for excused absences allowed.)</p> <p>NOTE: The principal may assign additional consequences for being tardy and skipping class or school.</p> 	<p>After 5 unexcused absences in a school year, a warning letter will be sent.</p> <p>After 9 absences in a school year, a letter will be sent requiring a doctor’s note for future absences.</p> <p>After 10 unexcused absences in a school year, a second attendance letter will be sent to the parent or guardian.</p> <p>The school attendance person notifies the school counselor who schedules a Student Information Team (SIT) meeting.</p> <p>The district Attendance Officer visits the home and provides written notice of the state statute.</p> <p>After 15 unexcused absences in a 90-day period, the principal initiates a Truancy Referral, which is forwarded to the Director of Student Services, who may initiate the process to:</p> <ol style="list-style-type: none"> a. File a legal charge against the parent/guardian b. File a legal charge against the student c. Refer the family for intervention services 	<p>After 5 unexcused absences in a school year, a warning letter will be sent.</p> <p>After 9 absences in a school year, a letter will be sent requiring a doctor’s note for future absences.</p> <p>After 10 unexcused absences in a school year, a second attendance letter will be sent to the parent or guardian.</p> <p>The school attendance person notifies the school counselor who schedules a Student Information Team (SIT) meeting.</p> <p>The district Attendance Officer visits the home and provides written notice of the state statute.</p> <p>After 15 unexcused absences in a 90-day period, the principal initiates a Truancy Referral, which is forwarded to the Director of Student Services, who may initiate the process to:</p> <ol style="list-style-type: none"> a. File a legal charge against the parent/guardian b. File a legal charge against the student c. Refer the family for intervention services 	<p>After 5 unexcused absences in a semester, a warning letter will be sent.</p> <p>After 9 absences in a semester, a letter will be sent requiring a doctor’s note for future absences.</p> <p>After 10 unexcused absences in a semester, a second attendance letter will be sent to the parent or guardian.</p> <p>The school attendance person notifies the school counselor who schedules a Student Information Team (SIT) meeting.</p> <p>The district Attendance Officer visits the home and provides written notice of the state statute.</p> <p>After 15 unexcused absences in a 90-day period, the principal initiates a Truancy Referral, which is forwarded to the Director of Student Services, who may initiate the process to:</p> <ol style="list-style-type: none"> a. File a legal charge against the parent/guardian b. File a legal charge against the student c. Refer the family for intervention services <p>For All High School Students: A 7 day absence (excused or unexcused) letter is sent to warn parents of the mandatory attendance law whereby a student can lose credit due to absences over 9 days in a semester.</p>

B. Alcohol and Drugs (AL,DR,DS,OM)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Possessing (including possession after use when the substance is still in the body) <u>using</u> and/or <u>procuring</u>, <u>selling</u> or <u>dispensing</u> on school premises, school buses, or at any school activity or school-related function of:</p> <ul style="list-style-type: none"> a. Alcohol; b. Any substance controlled by F.S. 893 or 877.111 (available upon request); c. Prescription drugs for which the student does not have a valid prescription; d. Hallucinogenic drugs or combinations; e. Counterfeit drugs including, but not limited to, prohibited substances possessed, sold and/or used that are held out to be, or represented to be controlled/illegal substances. In addition, counterfeit drugs include substances used in a manner not in accordance to package directions, or substances when combined, induce a mind-altering state or condition. f. Paraphernalia for use of controlled substances. (Code as Other Major for SESIR) 	<p style="text-align: center;"><u>First Offense</u></p> <p>Principal’s discretion; may include Out-of-School Suspension up to 9 days and mandatory parent conference with principal and/or counseling.</p> <p style="text-align: center;"><u>Second Offense</u></p> <p>Principal’s discretion, parent conference, and Out-of-School-Suspension (Minimum: 1 day).</p> <p style="text-align: center;"><u>Third Offense</u></p> <p>Expulsion or Alternative Placement</p>	<p style="text-align: center;"><u>First Offense</u></p> <p>Expulsion or Alternative Placement;</p> <p style="text-align: center;"><u>Second Offense</u></p> <p>Expulsion or Alternative Placement</p> <p style="text-align: center;"><u>Third Offense</u></p> <p>Expulsion or Alternative Placement</p>	<p style="text-align: center;"><u>First Offense</u></p> <p>Expulsion or Alternative Placement</p> <p style="text-align: center;"><u>Second Offense</u></p> <p>Expulsion or Alternative Placement</p> <p style="text-align: center;"><u>Third Offense</u></p> <p>Expulsion or Alternative Placement</p>
<p>All incidents of alcohol and drugs will be reported to law enforcement and may be reported to the Department of Children and Families depending on the student’s age.</p>			

Steps to follow if student accidentally obtains possession of alcohol, drugs, tobacco (or) over-the-counter medications:

1. Always say “no” if offered any of the above substances.
2. A student who becomes in possession of a contraband substance must turn it in to a teacher or administrator. This must be done before an investigation has been initiated to avoid consequences.
3. An explanation must be provided regarding the possession of the contraband substance.
4. Consequences for not following the steps above may be found in the corresponding Violations Charts.

C. Defiance of Authority (DI,FC)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Disobeying or disregarding school personnel or school rules.</p> <p>NOTE: No gang insignias or clothing are allowed on any campus. Offenses may result in suspension from school, based on the principal's/designee's decision. The principal is the final authority on decisions concerning clothing.</p> <p>2. Inappropriate Dress Wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment. (F.S. 1006.07)</p>	<p><u>First Offense</u> Parent notification and principal's judgment based on severity.</p> <p><u>Second Offense</u> Principal's decision ranging from parent/teacher conference, parent attending school with student, In-School Suspension or Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Third Offense</u> In-School Suspension, parent attends school with student or Out-of School Suspension (Minimum: 2 days).</p> <p>The principal or principal's designee may assign a more severe punishment based on the offense.</p> <p><u>First Offense</u> Verbal warning and parent contact</p> <p><u>Second Offense</u> Parent conference and student is ineligible to participate in extracurricular activities for up to five (5) days.</p> <p><u>Third and Subsequent Offenses</u> In-School Suspension for up to three days and student is ineligible to participate in extracurricular activities for up to thirty (30) days, parent contact and written letter.</p>	<p><u>First Offense</u> Parent notification and principal's judgment based on severity.</p> <p><u>Second Offense</u> Principal's decision ranging from parent/teacher conference, Saturday School, In-School Suspension or Out-of-School Suspension. (Minimum: 1 day).</p> <p><u>Third Offense</u> In-School Suspension, parent attends school with student or Out-of School Suspension (Minimum: 2 days).</p> <p>The principal may assign a more severe punishment on the first, second, and third offense up to and including expulsion.</p> <p><u>First Offense</u> Verbal warning and parent contact</p> <p><u>Second Offense</u> Parent conference and student is ineligible to participate in extracurricular activities for up to five (5) days.</p> <p><u>Third and Subsequent Offenses</u> In-School Suspension for up to three days and student is ineligible to participate in extracurricular activities for up to thirty (30) days, parent contact and written letter.</p>	<p><u>First Offense</u> Parent notification and principal's judgment based on severity.</p> <p><u>Second Offense</u> Detention: 2 days, Saturday School, or parent attends school with student or Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Third Offense</u> Saturday School, parent attends school with student, denial of major privileges or Out-of-School Suspension (Minimum: 2 days).</p> <p>The principal may assign a more severe punishment on the first, second, and third offense up to and including expulsion.</p> <p><u>First Offense</u> Verbal warning and parent contact</p> <p><u>Second Offense</u> Parent conference and student is ineligible to participate in extracurricular activities for up to five (5) days.</p> <p><u>Third and Subsequent Offenses</u> In-School Suspension for up to three days and student is ineligible to participate in extracurricular activities for up to thirty (30) days, parent contact and written letter.</p>

NOTE:

- Students must accurately identify themselves when requested to do so by any school board employee or law enforcement personnel.
- Safety rules shall be presented and enforced by school staff. All safety rules must be followed. These rules differ between various subjects, particularly in Science, P.E. and vocational areas. Protective devices must be used as directed. Failure to follow safety rules or use of protective devices as directed may result in disciplinary consequences.

D. Dishonesty (DD,DI,FC)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
1. Cheating - Illegally procuring or sharing of work/test responses.	<u>Any Offense</u> Parent notification. The work on which the student cheats will be graded as either the result of the test or 59%, whichever is lower. Second incident on which the student cheats will be graded as zero.	<u>Any Offense</u> Parent notification. The work on which the student cheats will be graded as either the result of the test or 59%, whichever is lower. Second incident on which the student cheats will be graded as zero.	<u>Any Offense</u> Parent notification. The work on which the student cheats will be graded as either the result of the test or 59%, whichever is lower. Second incident on which the student cheats will be graded as zero.
2. Lying - Giving false information to school personnel.	<u>Any Offense</u> Principal's discretion	<u>Any Offense</u> Principal's discretion	<u>Any Offense</u> Principal's discretion

FLORIDA LAW WARNING: A recommendation of expulsion may also be made for any student found to have intentionally made false, injurious accusations against a teacher or other member of the school staff, according to the school district Code of Student Conduct. Also, the parent or guardian of such student may be liable for any expenses incurred by the falsely accused person in the defense of the charges made, and the student and parent or guardian may be sued for slander or libel as provided by law.

E. Extortion/Robbery (RB,TI,HR)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
1. Obtaining or threatening to obtain something of value through use or threat of force. All incidents will be reported to law enforcement.	<u>First Offense</u> Out-of-School Suspension (Minimum: 1 day). (Counseling is suggested.) <u>Subsequent Offenses</u> Out-of-School Suspension (Minimum: 3 days).	<u>First Offense</u> Out-of-School Suspension (Minimum: 3 days). (Counseling is suggested.) <u>Subsequent Offenses</u> Recommendation for expulsion	<u>First Offense</u> Out-of-School Suspension (Minimum: 5 days). (Counseling is suggested.) <u>Subsequent Offenses</u> Recommendation for expulsion

STEPS TO FOLLOW IF STUDENT ACCIDENTALLY OBTAINS POSSESSION OF A WEAPON:

1. Do not accept a weapon from anyone.
2. If a student discovers that he/she accidentally is in possession of a weapon, immediately turn the weapon in to any school employee.
3. An explanation must be provided regarding the possession of the contraband weapon.

If these steps are not followed immediately, student may face the consequences listed for the weapon in the following chart.

F. Firearms/Knives/Other Dangerous Objects (CO,WP)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Firearms and Destructive Devices: Any weapon (operable or inoperable, loaded or unloaded) which will, is designed to, or may readily be converted to expel a projectile by the action of any explosive; the frame or receiver of any such weapon; any firearm or muffler or firearm silencer; any destructive device; or any machine gun. Examples include, but are not limited to: handgun, starter gun, zip gun, pistol, shotgun, rifle, bomb, pipe bomb, grenade and/or missile. (Reported to SESIR as a Weapon)</p> <p>2. Weapons: Any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, electric weapon or other device which can be used to inflict physical harm on another. (Reported to SESIR as a Weapon.)</p> <p>3. Dangerous Objects: BB gun, air gun, paintball gun, pellet gun and martial arts weapons (Reported to SESIR as weapon if used in connection with a threat, otherwise code as Contraband.)</p> <p>4. Knives: Knives or objects that can be used to cut, including but not limited to, razor blade, box cutter, or knife. (Reported to SESIR as weapon if used in connection with a threat, otherwise code as Contraband.)</p> <p>5. Hazardous Items: Items including, but not limited to: mace, chemicals and other objects used to threaten, intimidate, or cause a disruption. (Reported to SESIR as weapon if used in connection with a threat, otherwise code as Contraband.)</p> <p>6. Contraband: Potentially harmful objects including but not limited to cigarette lighters, lighter fluid, laser pointers and fireworks. (Reported to SESIR as weapon if used in connection with a threat, otherwise code as Contraband.)</p>	<p><u>Any Offense</u> Expulsion – see Zero Tolerance</p> <p><u>Any Offense</u> Principal’s discretion</p> <p><u>Any Offense</u> Principal’s discretion</p> <p><u>Any Offense</u> Principal’s discretion</p> <p><u>Any Offense</u> Principal’s discretion</p>	<p><u>Any Offense</u> Expulsion – see Zero Tolerance</p> <p><u>Any Offense</u> Expulsion or Alternative Placement</p> <p><u>Any Offense</u> Expulsion or Alternative Placement</p> <p><u>Any Offense</u> Principal’s discretion unless displayed or possessed in connection with a threat. If displayed, Out-of-School Suspension (Minimum: 5 days) to expulsion. If used in connection with a threat – Expulsion or Alternative Placement.</p> <p><u>Any Offense</u> Principal’s discretion unless possessed in connection with a threat. If used in connection with a threat – Expulsion or Alternative Placement.</p>	<p><u>Any Offense</u> Expulsion – see Zero Tolerance</p> <p><u>Any Offense</u> Expulsion or Alternative Placement</p> <p><u>Any Offense</u> Expulsion or Alternative Placement</p> <p><u>Any Offense</u> Principal’s discretion unless displayed or possessed in connection with a threat. If displayed, Out-of-School Suspension (Minimum: 5 days) to expulsion. If used in connection with a threat – Expulsion or Alternative Placement.</p> <p><u>Any Offense</u> Principal’s discretion unless possessed in connection with a threat. If used in connection with a threat – Expulsion or Alternative Placement.</p>

FLORIDA LAW – WARNING: Exhibiting a firearm or weapon within 1,000 feet of a school or possessing a firearm on school property or possessing an electric weapon, destructive device or other weapon on school property is a third degree felony.

- The initial determination of whether or not an object constitutes a weapon, knife or dangerous object, will be the responsibility of the principal. For more information or clarification concerning weapons refer to Florida Statute 790. Weapons, knives and dangerous objects will be confiscated.
- A student is responsible for any item brought to school, intentionally or unintentionally, whether it be in his/her locker, bookbag and/or vehicle, and to keep their persons and property free of dangerous or illegal objects, materials, and substances.

G. Inappropriate Conduct (AB,AU,DD,IM)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Language - Using profanity or verbal abuse including name calling, racial slurs or derogatory statements.</p> <p>2. Disruptive Behavior - Disrespect, disruptive behavior and minor confrontations.</p> <p>3. Misuse of School Technology Resources, including computers and school networks.</p> <p>4. Misuse of Personal Technology, including, cell phones, MP3 players, IPODs, PSP and other gaming or listening devices.</p>	<p><u>Any Offense</u> Parent notification and principal's judgment based on severity and number of offenses.</p> <p><u>Any Offense</u> Principal's discretion based on severity of offense.</p>	<p><u>Any Offense</u> Parent notification and principal's judgment based on severity and number of offenses.</p> <p><u>Any Offense</u> Principal's discretion based on severity of offense.</p>	<p><u>Any Offense</u> Parent notification and principal's judgment based on severity and number of offenses.</p> <p><u>Any Offense</u> Principal's discretion based on severity of offense.</p>
<p>See Student Technology Privileges and Acceptable Use on pages 31, 32 and 33.</p>			
<p>5. Conspiracy by a student to assist any other student to violate any of these rules.</p> <p>6. Other Inappropriate Conduct as determined by the principal.</p>	<p><u>Any Offense</u> Same as the minimum consequences of the rule actually violated by the other student(s).</p> <p><u>Any Offense</u> Parent notification and principal's judgment based on severity and number of offenses.</p>	<p><u>Any Offense</u> Same as the minimum consequences of the rule actually violated by the other student(s).</p> <p><u>Any Offense</u> Principal's judgment based on severity and number of offenses.</p>	<p><u>Any Offense</u> Same as the minimum consequences of the rule actually violated by the other student(s).</p> <p><u>Any Offense</u> Principal's judgment based on severity and number of offenses.</p>

Note: A student may possess a **wireless communications device** (cell phone, pager, etc.) while the student is on school property or in attendance at a school function. However, such devices shall be turned off and shall not be used or displayed during the regular school day unless there is an established plan at the school site. Students may use a cell phone on a school bus under the conditions set forth in the School Bus Rules section of this Code. Students are subject to additional school disciplinary action and criminal penalties if the device is used in a criminal act.


Note: Cell phones and other electronic devices are costly pieces of equipment. As with other personal property, the school district cannot be responsible for the theft of or damage to cell phones. **Students who bring cell phones and other electronic devices assume all of the risk associated with the theft of or damage to such device.** Extraordinary steps cannot be taken to search for or return missing items, or to investigate their theft or damage. Any phone or electronic device found on the bus or collected by the driver will be returned to a school administrator the next time the driver is regularly scheduled to return.

Note: Offense of Sexting; Provides that minor commits offense of sexting if he or she knowingly uses computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another minor any photograph or video of any person which depicts nudity and is harmful to minors; provides noncriminal & criminal penalties; provides that transmission, distribution, or possession of multiple photographs or videos is single offense if transmission occurs within 24-hour period, etc.

H. Medication (DD,CO)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Over-the-counter medications or supplements, including aspirin, Possessing, Accepting or Dispensing.</p>	<p><u>First Offense</u> Warning/parent notification.</p> <p><u>Second Offense</u> Parent conference</p> <p><u>Third Offense</u> Parent conference and suspension (Minimum: 1 day).</p>	<p><u>First Offense</u> Principal's discretion, Warning/parent notification.</p> <p><u>Second Offense</u> Principal's discretion, Out-of-School Suspension: (Minimum: 2 days).</p> <p><u>Third Offense</u> Principal's discretion, Out-of School Suspension up to 9 days: Expulsion or Alternative Placement</p>	<p><u>First Offense</u> Principal's discretion, Out-of-School Suspension up to 9 days and mandatory parent conference.</p> <p><u>Second Offense</u> Out-of-School Suspension (9 days).</p> <p><u>Third Offense</u> Expulsion or Alternative Placement</p>
<p>2. Prescription drugs other than topical for which the student has a valid prescription, but does not have a valid care plan allowing him/her to carry the medication on their person; ie. inhaler, epi pen, insulin, etc.</p> <p>Dispensing prescription medication to another student will result in the consequences listed in B.1.c of this Code.</p>	<p><u>First Offense</u> Principal's discretion, may include Out-of-School Suspension up to 9 days and mandatory parent conference with principal and/or counseling.</p> <p><u>Second Offense</u> Principal's discretion, parent conference, and Out-of-School-Suspension (Minimum: 1 day).</p> <p><u>Third Offense</u> Expulsion</p>	<p><u>First Offense</u> Principal's discretion, Out-of-School Suspension up to 9 days and mandatory parent conference with principal.</p> <p><u>Second Offense</u> Expulsion or Alternative Placement</p> <p><u>Third Offense</u> Expulsion</p>	<p><u>First Offense</u> Principal's discretion, Out-of-School Suspension up to 9 days and mandatory parent conference.</p> <p><u>Second Offense</u> Expulsion or Alternative Placement</p> <p><u>Third Offense</u> Expulsion</p>

I. Sexual Harassment & Sexual Battery (SH,SB)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Sexual Harassment: Unwelcome conduct of a sexual nature.</p> <p>a. Conduct of a sexual nature may include verbal or physical sexual advances including subtle pressure for sexual activity; touching, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; sexually-oriented kidding, teasing, or jokes. Such conduct by a student is specifically prohibited.</p> <p>b. Verbal or physical conduct of a sexual nature will constitute sexual harassment where the allegedly harassed individual has indicated, by his/her conduct, that it is unwelcome.</p> <p>c. All victims of sexual harassment are required to report such activity to an administrator, guidance counselor, or teacher.</p> <p>d. Possession and/or distribution of pornographic materials.</p>	<p><u>First Offense</u> Principal's discretion.</p> <p><u>Second Offense</u> Mandatory parent conference and principal's discretion. (Counseling may be suggested.)</p> <p><u>Additional Offenses</u> Out-of-School Suspension (Minimum: 1 day). (Counseling is suggested.)</p>	<p><u>First Offense</u> Principal's discretion based on severity of the offense.</p> <p><u>Subsequent Offenses</u> Parent notification. Principal may explore any punishment including expulsion based on severity of the offense. (Counseling may be suggested.)</p>	<p><u>First Offense</u> Principal's discretion based on severity of the offense.</p> <p><u>Subsequent Offenses</u> Parent notification. Principal may explore any punishment including expulsion based on severity of the offense. (Counseling may be suggested.)</p>
<p>All incidents of a sexual nature will be reported to law enforcement and may be reported to the Department of Children and Families depending on the student's age.</p>			
<p>2. Sexual Harassment Lewd and lascivious conduct. Any person who handles, fondles, or demonstrates unwelcome conduct of a sexual nature.</p> <p>3. Sexual Battery Any sexual act or attempt directed against another person, forcibly and/or against the person's will where the victim is incapable of giving consent because of his or her youth, or because of temporary or permanent mental incapacity. This category includes rape, forcible penetration of private body parts of another person (either through human contact or using an object).</p>	<p><u>First Offense</u> Principal's discretion</p> <p><u>Second Offense</u> Parent conference and Out-of-School Suspension (Minimum: 1 day). (Counseling may be suggested.)</p> <p><u>Third Offense</u> Principal may explore any punishment up to and including expulsion.</p> <p><u>Any Offense</u> Mandatory expulsion and involvement of law enforcement.</p>	<p><u>Any Offense</u> Parent notification. Principal may explore any punishment including expulsion based on the severity of the offense.</p> <p><u>Any Offense</u> Mandatory expulsion and involvement of law enforcement.</p>	<p><u>Any Offense</u> Parent notification. Principal may explore any punishment including expulsion based on the severity of the offense.</p> <p><u>Any Offense</u> Mandatory expulsion and involvement of law enforcement.</p>

J. Sexual Offenses (SO)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>I. Consensual sexual misconduct on school property, on school-sponsored transportation, at school-sponsored activities or events:</p> <p>(a) Consensual sexual activity, to include any penetration of private body parts of another person by human contact and such acts prohibited by Florida Statutes.</p> <p>(b) Consensual sexual activity, as defined under Lewd and Indecent Behavior Violation in Florida Statutes.</p>	<p>Any Offense Principal's discretion. Must include parent conference.</p>	<p>Any Offense Parent notification. Minimum of 5-day Out-of-School Suspension. Principal may explore any punishment including expulsion based on severity of the offense.</p>	<p>Any Offense Parent notification. Minimum of 5-day Out-of-School Suspension. Principal may explore any punishment including expulsion based on severity of the offense.</p>

K. Tobacco: Possession and/or Use and Dispensing (TB)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>I. Tobacco and Electronic Cigarettes</p> <p>(This refers to all forms of tobacco, including smokeless tobacco. This also refers to all forms of electronic cigarettes.)</p> 	<p>First Offense Principal's discretion, mandatory parent notification.</p> <p>Second Offense Principal's discretion, Parent conference, and suspension (Minimum: 1 day). (Counseling is suggested.)</p> <p>Third Offense Suspension days increase.</p>	<p>First Offense Principal's discretion, parent notification. (Counseling is suggested.)</p> <p>Second Offense In-School-Suspension, Out-of-School Suspension (Minimum: 1 day).</p> <p>Third Offense Suspension days increase.</p>	<p>First Offense Parent Conference.(Counseling is suggested.) Out-of School Suspension (Minimum: 1 day).</p> <p>Second Offense Suspension (Minimum: 2 days).</p> <p>Third Offense Suspension days increase.</p>

L. Verbal Assault (TI)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>I. Seriously threatening to inflict injury and having the ability to do so.</p> <p>No bodily contact is necessary.</p> <p>All incidents may be reported to law enforcement.</p>	<p>First Offense Principal's decision ranging from parent's conference, In-School Suspension or Out-of-School Suspension.</p> <p>Second Offense Out-of School Suspension (Minimum: 1 day).</p> <p>Third Offense Principal's judgment including a more severe punishment and parental involvement.</p>	<p>First Offense Principal's decision ranging from parent's conference, In-School Suspension or Out-of-School Suspension.</p> <p>Second Offense Out-of School Suspension (Minimum: 1 day).</p> <p>Third Offense Principal's judgment including a more severe punishment and parental involvement.</p>	<p>First Offense Parent notification. Out-of-School Suspension (Minimum: 1 day).</p> <p>Second Offense Out-of-School Suspension (Minimum: 3 days).</p> <p>Third Offense Principal's judgment including a more severe punishment and parental involvement.</p>

M. Violations Against Property (ST,TF,PD,VA)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Stealing: (Theft, Burglary, Larceny) Illegally taking money or property.</p> <p>NOTE: The item must be \$300 or more to be reported to SESIR. Items of lesser value are reported as Forgery/Theft.</p> <p>2. Destruction Property/Vandalism Willfully destroying or damaging public property or property of others.</p> <p>NOTE: Damage must be \$1,000 or more to be reported to SESIR. Damage of lesser value is reported as Property Damage.</p> <p>3. Bomb Threats and/or Pulling of Fire Alarms when there is no fire violates F.S. 806.101 (Code as Disruption on Campus – Major)</p>	<p><u>First Offense</u> Principal’s decision, parent notification and restitution.</p> <p><u>Second Offense</u> Parent conference and restitution or more. (Counseling may be suggested.)</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 1 day) and restitution.</p> <p><u>Any Offense</u> Principal’s discretion ranging from restitution for damages, parent notification or Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Any Offense</u> Principal’s discretion up to and including expulsion.</p>	<p><u>First Offense</u> Principal’s decision, parent notification, restitution or more.</p> <p><u>Second Offense</u> Parent conference, restitution and Out -of-School Suspension (Minimum: 3 days).</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 5 days) up to expulsion and restitution.</p> <p><u>Any Offense</u> Principal’s discretion ranging from restitution for damages, parent notification or Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Any Offense</u> Principal’s discretion up to and including expulsion.</p>	<p><u>First Offense</u> Principal’s decision, parent notification, restitution or more.</p> <p><u>Second Offense</u> Parent conference, restitution and Out -of-School Suspension (Minimum: 3 days).</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 5 days) up to expulsion and restitution.</p> <p><u>Any Offense</u> Principal’s discretion ranging from restitution for damages, parent notification and Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Any Offense</u> Principal’s discretion up to and including expulsion.</p>

NOTE: If the violation fits a category included in the Zero Tolerance Policy (pages 11-12), expulsion for the remainder of the school year plus the following year is required.

N. Violence (BL,HR,TI,PA)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>1. Bullying/Harassment The incident is bullying if it includes systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile or offensive environment; or unreasonably interferes with the individual's school performance or participation (School Board Policy 5.321)</p> <p>2. Threat/Intimidation A threat to cause physical harm to another which includes the elements of intent, fear and capability.</p>	<p><u>First Offense</u> Principal's discretion ranging from parent's conference, In-School Suspension or Out-of-School Suspension.</p> <p><u>Second Offense</u> Out-of School Suspension (Minimum: 1 day).</p> <p><u>Third Offense</u> Out of School Suspension (Minimum: 3 days).</p>	<p><u>First Offense</u> Principal's decision ranging from parent's conference, In-School Suspension or Out-of-School Suspension.</p> <p><u>Second Offense</u> Out-of School Suspension (Minimum: 2 days).</p> <p><u>Third Offense</u> Out of School Suspension (Minimum: 3 days).</p>	<p><u>First Offense</u> Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 3 days).</p> <p><u>Third Offense</u> Out of School Suspension (Minimum: 5 days).</p>
<p>Bullying/Harassment and Threat/Intimidation incidents are cumulative. Consequences compound with each offense. Depending on severity, incidents may be reported to law enforcement.</p>			
<p>3. Physical Aggression When an individual(s) engage in a minor altercation that does not require physical restraint and results in no injuries; students pushing/shoving; easily separated or stopped.</p>	<p><u>First Offense</u> Principal's discretion</p> <p><u>Second Offense</u> Principal's discretion, parent conference, detention and/or Out-of-School Suspension.</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 1 day).</p>	<p><u>First Offense</u> Principal's discretion</p> <p><u>Second Offense</u> Out-of-School Suspension. (Minimum: 2 days) and parent conference.</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 3 days) and parent conference.</p>	<p><u>First Offense</u> Principal's discretion</p> <p><u>Second Offense</u> Out-of-School Suspension. (Minimum: 3 days) and parent conference.</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 5 days) and parent conference.</p>

NOTE: Prohibited acts include cyberbullying and harassment through the use of data or computer software that is accessed through a computer, computer-system, or computer network on both school and non-school locations, regardless of the owner of the computer, system or network, if the bullying or harassment substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities or opportunities offered by the school or substantially disrupts the education process or orderly operation of a school.

N. Violence, continued (PA,FT,BA)	Minimum Consequences K-5	Minimum Consequences 6-8	Minimum Consequences 9-12
<p>4. Fighting When two or more persons mutually participate in the use of force or physical violence that requires physical restraint or results in injury. The burden of determining whether physical contact is indeed a “fight” will be the responsibility of the principal.</p> <p>It should be understood that the aggressor in a physical confrontation may receive a more severe consequence.</p> <p>5. Battery The physical use of force or violence by an individual against another. (SESIR’s definition of battery differs greatly from law enforcement’s definition. Battery should only be coded under severe; violent circumstances otherwise code as physical aggression.)</p> <p>6. Assault/Battery on a School Board Employee, as defined in F.S. 784.011, F.S. 784.03 and F.S. 784.081.</p> <p>The principal or the principal’s designee shall recommend to the superintendent the expulsion for a minimum period of 1 year of any student found to have committed assault or battery on a school board employee.</p>	<p><u>First Offense</u> Principal’s discretion, parent conference, detention and/or Out-of-School Suspension.</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 3 days). Counseling is Suggested.</p> <p><u>First Offense</u> Principal’s discretion, parent conference, detention and/or Out-of-School Suspension.</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 1 day).</p> <p><u>Third Offense</u> Out-of-School Suspension (Minimum: 3 days). Counseling is Suggested.</p> <p><u>Any Offense K-2</u> Out-of-School Suspension (Minimum: 2 days).</p> <p>3-5 Out-of-School Suspension (Minimum: 5 days) or expulsion.</p>	<p><u>First Offense</u> Out-of-School Suspension (Minimum: 2 days) and parent conference.</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 5 days) and parent conference.</p> <p><u>Third Offense</u> Out of School Suspension. (Minimum: 9 days) and recommendation for expulsion or alternative placement.</p> <p><u>First Offense</u> Out-of-School Suspension (Minimum: 5 days) and parent conference.</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 9 days) and parent conference and recommendation for expulsion or alternative placement.</p> <p><u>Any Offense</u> Expulsion or alternative placement.</p>	<p><u>First Offense</u> Out-of-School Suspension (Minimum: 5 days) and parent conference.</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 9 days) and parent conference and recommendation for expulsion or alternative placement.</p> <p><u>First Offense</u> Out-of-School Suspension (Minimum: 5 days) and parent conference.</p> <p><u>Second Offense</u> Out-of-School Suspension (Minimum: 9 days) and parent conference and recommendation for expulsion or alternative placement.</p> <p><u>Any Offense</u> Expulsion or alternative placement.</p>
		<p>Depending on the severity, incidents of violence may be reported to law enforcement.</p>	

THE FLORIDA LEGISLATURE (F.S. 1006.135) PASSED A LAW WHICH PROHIBITS "~~HAZING~~" ~~OF HIGH SCHOOL STUDENTS AT SCHOOLS WITH ANY OF GRADES 6-12.~~, and provides criminal penalties for individuals in any of grades 9 through 12 who commit acts of hazing. Hazing means any action or situation that endangers the mental or physical health or safety of a student for purposes including, but not limited to, initiation or admission into or affiliation with any organization operating under the sanction of a school. Any ~~one~~ student of grades 9 through 12 who commits an act of hazing which results in serious bodily injury or death will be charged with a third degree felony. Any ~~one~~ student of grades 9 through 12 who commits an act of hazing which creates a substantial risk of injury, although the victim is not hurt, will be charged with a first degree misdemeanor. The fact that the victim in a hazing incident provided consent to the hazing cannot be used in a criminal defense. In addition to criminal charges, school disciplinary action will be taken against any student involved in hazing incidents.

SIMULATING A FIREARM OR WEAPON WHILE PLAYING or wearing clothing or accessories that depict a firearm or weapon or express an opinion regarding a right guaranteed by the Second Amendment to the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. However, a student may be subject to disciplinary action or referral to criminal justice or juvenile justice system if simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. Disciplinary actions involving student clothing or accessories may be addressed as dress code violations described in F.S. 1006.07 unless the wearing of the clothing item or accessory causes a substantial disruption to student learning, in which case the infraction may be addressed in a manner consistent with consequences of similar disruptions.

WARNING: Whenever any student, parent, or other person is charged with committing an **ASSAULT OR BATTERY UPON ANY ELECTED OFFICIAL OR EMPLOYEE OF A SCHOOL DISTRICT OR SPORTS OFFICIAL**, regardless of whether he knows or has reason to know the identity, position or employment of the victim, and the elected official or employee is on school property or is away from school property on official school business, the offense for which the person is charged shall be classified:

ASSAULT - First Degree Misdemeanor

BATTERY - Third Degree Felony

AGGRAVATED ASSAULT - Second Degree Felony

AGGRAVATED BATTERY - First Degree Felony (F.S 784.081)

Web Site Limitations and Restrictions

Should at any time a web page becomes detrimental in its activity towards the general stability or health of the OCSB network or internet access, OCSB reserves the right to remove the page from publication.

Video and Audio Podcasts

1. No Podcast shall be published without authorization of the Principal/Director or designee of a school or department.
2. All Podcasts must reflect only educational, technological, or community information that affects the School or Department. Information not related to the educational process, such as commercial endorsements or community information not related to School or Department activities cannot be posted.
3. Designers of Podcasts must be identified as the designer somewhere in the introduction. The identification should list their name (first only for students) and school or department. All student works will be published through the classroom teacher but approved by the Principal or designee.
4. All Podcast must state the District's Disclaimer Policy. The text of the disclaimer is:

The IT Department of the School District of Okeechobee County maintains Internet access and related services for the users on its wide area network. Please note the following: The School District of Okeechobee County makes every reasonable effort to assure the accuracy of information provided on websites under its direct control. However, the School District makes no warranty or guarantee that the information found on or via District Web Sites is accurate, authoritative or factual.

This will be verbally stated on audio Podcasts and will be provided on a typed slide on a video Podcast.

References to commercial products or trademarks, either directly (by name) or indirectly, on Podcasts are for informational purposes only and do not constitute an endorsement of any company and/or product by the School District of Okeechobee County, nor does the School District assume any liability for information at other sites outside of its direct control.

5. Podcasts must not be used as a forum for political or personal philosophy. They can, however provide information provided there is no violation of the Telecommunications Board Policy.
6. Schools and Departments hosting a podcast are responsible for keeping all data in the pod cast current. Old, out-of-date information should be "trimmed" regularly and Podcasts that are no longer relevant should be removed from the host site.
7. Unless otherwise requested in writing from the responsible teacher or advisor, all student pod casts will be deleted at the conclusion of the normal school year.
8. Concern must be paid to the intellectual property rights of others. Information and graphics shall not be placed in a Podcast without prior approval of the author. If permission is then granted, appropriate acknowledgement shall be made.
9. Signed permission is required for any pictures of students shown in the video Podcast, even pictures that do not have identifiable people in them. If student names are to accompany the picture, only first names may be used. All reasonable efforts must be made to insure the anonymity of any student's pictures that will appear in a video Podcast. Signed permission is accomplished using the Okeechobee County School Board Student Network Access Permission, Internet Safety Contract and Photo Release Form.

Please see our entire Okeechobee County School District Information Technology Policies and Procedures on our website at http://www.okee.k12.fl.us/html/policies_and_manuals.html.

GLOSSARY

Aggressor – The person who attacks first or with such aggression as to be determined extreme. The aggressor may be assigned a more severe consequence.

Battery – The physical use of force or violence by an individual against another who is not fighting back. Battery should only be coded in a true physical attack. The law enforcement definition of battery is not consistent with the SESIR definition of battery.

Fighting – When two or more persons mutually participate in use of force or physical violence that requires either a) physical restraint or b) results in injury requiring first aid or medical attention.

Florida Statute (F.S.) – Laws governing the State of Florida are called statutes. Statutes are written and approved by the legislature. There are several references to Florida Statutes in the Code. They may be accessed at <http://www.flsenate.gov/Statutes/index.cfm>.

Health Care Plan – A plan for students who have health care issues that allows for inclusion into an educational setting while safeguarding their health. It includes a plan for services with input from doctors, parents, health services personnel and school staff. A student must have a health care plan on file in the school health clinic prior to carrying doctor prescribed medication of any kind. Failure to have a health care plan in place prior to carrying prescription medication may result in a recommendation for expulsion.

Minimum Consequences – The absolute least punishment that can be administered for an offense. Based on conditions surrounding the disciplinary incident, the principal or his/her designee may assign a more severe penalty for the code violation.

Physical Aggression —When two or more persons engage in a minor altercation that does not require physical restraint and results in no injuries; students pushing/shoving; easily separated or stopped.

Principal's Discretion – The authority of the principal to decide what the best consequence should be to change an unwanted behavior.

Progressive Discipline – The severity of the consequence should increase every time the incident occurs. If a detention did not keep the student from showing disrespect, the consequence for the second offense should be more than a detention.

Restitution – Reimbursement for loss. In the event that a student damages the property of another or the Okeechobee County School Board, the student shall pay for the repair, replacement or value of the property.

School Service Work – A few examples are: cleaning student desks, picking up trash on school grounds, pulling weeds, scraping gum from walkways, etc.

Self Defense – Blocking a punch thrown by another, holding your hands in front of you to avoid being hit and yelling for help are acceptable methods of self defense. Self defense is not hitting back with the intent to harm.

SESIR – School Environmental Safety Incident Reporting – A uniform set of code violation definitions for school districts to use so that comparisons can be made across the state. SESIR offenses must be reported to the Florida Department of Education and most must be reported to law enforcement.

WHERE DO I GO IF I NEED HELP?

All students are entitled to a safe environment in which to learn and prepare for their future rolls as decision-makers and leaders in our community. The school district and local law enforcement have joined together to provide opportunities for students to report threats of violence, suspected criminal activities of other students, or the presence of drugs and weapons. **If you, or a friend need help in dealing with a personal issue, you may also contact the following people or agencies for help.**

Community Aid	Health & Medical
Call 211 – 24 hours a day. 7 days a week. This agency directs individuals to school, community and governmental resources designed to help in any situation. Simply dial the three numbers 211 on any telephone.	The Okeechobee County Health Department may assist you with any medical need or condition. See your school nurse or call 462-5819.
Crime Stoppers	Safety & Security/Suicide Prevention
Call the Crime Stopper Hotline at 1-800-273-8477. Students may report their school safety concerns and observations by calling the number above. (F.S. 1006.141)	Seek assistance from any adult on campus. They have been trained to get you to the right person for help depending on your situation. Call 911 or 211
Harassment	Dating Violence
Seek Assistance from any adult on campus. They have been trained to get you to the right person for help depending on your situation. See the School Resource Officer for advice. Call 911 in an emergency.	Dating violence and abuse is prohibited by any student on school property, during a school-sponsored activity, or during school-sponsored transportation. Tell an adult immediately if you or someone you suspect is a victim.

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MERGER OF OKEECHOBEE FRESHMAN CAMPUS AND OKEECHOBEE HIGH SCHOOL FOR 2013-14 SCHOOL GRADE CALCULATION**
DATE: July 8, 2014

RECOMMENDATION:

That the Board approve the merger of Okeechobee Freshman Campus and Okeechobee High School, effective for the 2013-14 fiscal year, for school grade calculation only.

BACKGROUND INFORMATION:

The Board approved merger of the two schools under one master school identification number 0101 effective July 1, 2014, for the 2014-15 fiscal year. This Board approval occurred on May 13, 2014. The Florida Department of Education has since approved the District's request for that merger, and in addition, DOE included a 2013-14 fiscal year merger for calculation of school grade only for both schools.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: RESOLUTION IN SUPPORT OF FPL'S SITE SELECTION FOR A NATURAL GAS POWER PLANT
DATE: July 8, 2014

RECOMMENDATION:

That the Board adopt a Resolution in support of Florida Power and Light's selection of Okeechobee County as the site for location of a natural gas power plant.

BACKGROUND INFORMATION:

The resolution is attached.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

RESOLUTION

A RESOLUTION BY THE SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA, SUPPORTING A FLORIDA POWER AND LIGHT NATURAL GAS POWER PLANT IN OKEECHOBEE, FLORIDA

Whereas, Florida Power and Light (FPL) has submitted property owned by FPL in Okeechobee County, Florida, to the Public Service Commission as a preferred sight for the location of a natural gas power plant; and

Whereas, there would be tremendous economic impact and benefit to our community should the Okeechobee site be developed; and

Whereas, a natural gas power plant is an excellent fit for Okeechobee's rural and agricultural community and the property is zoned appropriately; and

Whereas, the taxpayers in our community would benefit from the reduced tax burden as School related millage rates and county millage rates could be reduced in light of new revenue; and

Whereas, an estimated 300 jobs created during the two-year construction period and up to 40 long-term operational positions created at the plant. Okeechobee County Schools intends to increase the number of industry certifications focusing on the employment needs of FPL and also to provide employment opportunities to many Okeechobee residents; and

Whereas, making such a significant capital investment in Okeechobee would clearly exemplify FPL's long-term commitment to partnering with the Okeechobee community during the life of the plant; and

Whereas, the Okeechobee site is well positioned within close proximity to the Florida Southeast Connection Natural Gas Transmission Pipeline's proposed route; and

Whereas, the Okeechobee site is geographically located close to 60% of FPL's main customer base in South Florida which would reduce transmission losses; and

Whereas, the size of the Okeechobee property (2,800 acres) allows ample buffering for the plant and provides space for expansion to meet the future generation needs of FPL; and

Whereas, State Road 60 is part of FDOT's Strategic Intermodal Highway System, providing adequate transportation and accessibility for the Okeechobee site; and

Whereas, a project of this size would diversify Okeechobee's tax base through the welcomed addition of infrastructure by FPL, a solid partner; and

Whereas, this would be a mutually beneficial partnership between FPL and the citizens of Okeechobee County, Florida.

NOW THEREFORE BE IT RESOLVED by the School Board of Okeechobee County, Florida:

This School Board does hereby support and advocate for the placement of a natural gas power plant on Florida Power & Light's Okeechobee site and that such siting is in the best interest of the citizens of Okeechobee County, Florida.

APPROVED AND ADOPTED this 8th day of July, 2014.

Joe Arnold
Chairman

ATTEST:

Ken Kenworthy
Superintendent of Schools



To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: AGREEMENT WITH FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES
DATE: July 8, 2014

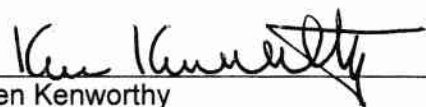
RECOMMENDATION:

That the Board approve an agreement with Florida Gulf Coast University Board of Trustees to provide funding in the amount of \$34,595.40 for training of personnel at Okeechobee Freshman Campus and Okeechobee High School effective June 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a new agreement with Florida Gulf Coast University Board of Trustees through the State Personnel Development Grant (aka SPDG). The Check and Connect initiative is designed to support the delivery of student mentoring for Exceptional Student Education students. The funds are used to pay stipends or supplemental pay for non-contract hours, or for substitutes to ensure that staff has time to attend professional development. The funds will also pay for travel reimbursement for school employees to attend Check and Connect Preparation and/or Mentor Training. The agreement is attached and is also available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

SUBAWARD AGREEMENT
SUBAGREEMENT #: ORSP -12041-26576-OK

By and Between:

**OKEECHOBEE COUNTY
SCHOOL DISTRICT**
700 SW 2nd Avenue
Okeechobee, FL 34974

and

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES**
10501 FGCU Blvd South
Fort Myers, FL 33965-6565

This SUBAWARD AGREEMENT (AGREEMENT) is entered into by FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter referred to as "PRIME AWARDEE" and OKEECHOBEE COUNTY SCHOOL DISTRICT, a public body corporate of the State of Florida, hereinafter referred to as "SUBAWARDEE," for support to the grant entitled *State Personnel Development Grant*.

WHEREAS, the PRIME AWARDEE is in need of collaboration with SUBAWARDEE to provide professional development targeting improved outcomes for students with disabilities; and

WHEREAS, the SUBAWARDEE has considerable experience in providing such services; and

WHEREAS, The PRIME AWARDEE is desirous of establishing an agreement for the provision of said services with the SUBAWARDEE.

NOW THEREFORE, for consideration of the mutual promises, covenants, and obligations contained herein, the PRIME AWARDEE retains the SUBAWARDEE to undertake certain activities described in **Attachment 1** in connection with the award to the PRIME AWARDEE by the **Florida Department of Education**, (SPONSOR), Award # **361-1703A-4C001**. The parties hereto agree as follows:

I. TERMS:

SUBAWARDEE shall commence performance of the conditions of this AGREEMENT on the **1st day of June, 2014** and shall complete performance of this AGREEMENT to the satisfaction of PRIME AWARDEE no later than the **30th day of September, 2014**. This AGREEMENT may be amended upon PRIME AWARDEE'S receipt of additional funding by SPONSOR.

II. PERFORMANCE:

SUBAWARDEE agrees to perform all services and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the not-to-exceed amount stated in Section III. Unless it is detailed and stated below, no compensation will be provided for additional reimbursable expenses. SUBAWARDEE agrees to provide services to the PRIME AWARDEE as specified in the Deliverables, attached hereto as Attachment 1 and incorporated by reference herein, and as included in the prime award from SPONSOR. SUBAWARDEE agrees to promptly notify PRIME AWARDEE if SUBAWARDEE wishes to change the Scope of Work as described in Attachment 1.

Without invalidating this Agreement, PRIME AWARDEE may order changes in the services to be performed within the general scope of this Agreement consisting of additions, deletions, or other revisions, provided that the AGREEMENT price and time shall be adjusted accordingly. All such changes in the services, agreement price and performance periods shall be authorized by a written Addendum to this AGREEMENT, executed by both parties hereto and shall be executed under the applicable conditions of the Agreement.

III. PAYMENT:

This is a **cost-reimbursable** AGREEMENT for **\$34,595.40**. Carryover of unexpended balances into future budget periods is not allowed. PRIME AWARDEE's obligation to pay under this AGREEMENT is contingent upon the obligation of funds by the SPONSOR. Payment shall be made in accordance with UNIVERSITY Rule Prompt Payment to Vendor, which provides for payment to vendor within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the services provided in accordance with the terms and conditions of this AGREEMENT.

Invoices are to be submitted to PRIME AWARDEE in accordance with the instructions provided on Attachment 2, Sample Invoice.

IV. TRAVEL AND REIMBURSABLE EXPENSES:

Will there be additional travel related, supply, or service related reimbursements? Yes No
If yes, please detail these expenses below:

V. ACCOUNTING:

SUBAWARDEE and PRIME AWARDEE shall keep and maintain accurate records as to performance of all services required pursuant to this AGREEMENT, and of all transactions relating to this AGREEMENT.

VI. INSURANCE:

SUBAWARDEE shall, at its own expense, obtain and maintain at all times during the term of this AGREEMENT, general insurance issued by a responsible insurance company, with coverage limits of not less than one hundred thousand dollars (\$100,000.00) per occurrence to cover such claims or liability caused by, or arising out of, activities of SUBAWARDEE and its agents, and/or employees while engaged in the performance of this AGREEMENT. SUBAWARDEE shall furnish certificates of insurance, evidencing that such insurance has been procured. This clause is not applicable to State of Florida agencies and divisions that have liability responsibilities specified in Florida Statute Section 768.28.

VII. INDEMNIFICATION AND HOLD HARMLESS:

To the extent allowable by law, SUBAWARDEE agrees to indemnify and hold harmless UNIVERSITY, its governing board, officers, employees, and agents against all costs, losses, damages,

liability, claims, expenses, damages, demands, fees, fines, penalties, suits, proceedings, actions and costs of actions, which may arise as a result of the negligent acts of SUBAWARDEE's officers, employees and agents alleged to have occurred during the performance of the services required under this contract. Notwithstanding, SUBAWARDEE assumes no liability beyond that allowed by Florida Statutes Section 768.28.

VIII. TERMINATION

This AGREEMENT may be canceled by the PRIME AWARDEE without prior notice for refusal by the SUBAWARDEE to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the SUBAWARDEE in conjunction with this AGREEMENT.

This AGREEMENT may be canceled by either party upon no less than thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested; by commercial carrier with signature required; or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved (as defined in Attachment 2) to the date of cancellation will be due and payable to the SUBAWARDEE.

IX. DEFAULT:

The failure of either party to this AGREEMENT to comply with any of the provisions herein shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. The defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the non-defaulting party may immediately terminate this AGREEMENT by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

X. ADDITIONAL TERMS AND CONDITIONS

Additional Terms and Conditions specific to this AGREEMENT are found in the Attachments to this AGREEMENT.

XI. GOVERNING LAWS:

This AGREEMENT is subject to the laws of the State of Florida, the applicable regulations of the Board of Trustees, and any provisions herein, in conflict therewith, shall be void and of no effect.

XII. SEVERABILITY:

In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

XIII. INDEPENDENT SUBAWARDEE:

It is understood and agreed that nothing contained herein is intended or should be construed as in any way making SUBAWARDEE the agent, representative or employee of PRIME AWARDEE for any purposes in any manner whatsoever. Moreover, SUBAWARDEE is not entitled to any of the benefits received by PRIME AWARDEE, its agents, representatives or employees. SUBAWARDEE is, and shall remain an independent consultant with respect to all services performed under this AGREEMENT. SUBAWARDEE is bound by the terms and conditions of this AGREEMENT and PRIME AWARDEE expects SUBAWARDEE to hold any subconsultant to the same standard.

XIV. GOVERNMENT REGULATIONS:

To the extent applicable, SUBAWARDEE agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.

J. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes or any other applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of services under this AGREEMENT

XV. ASSIGNMENT:

SUBAWARDEE shall not assign (by operation of law, change of control or otherwise) any part of this AGREEMENT without the prior written consent of PRIME AWARDEE. Additionally, SUBAWARDEE shall not employ sub-consultants without the advance written consent of PRIME AWARDEE.

XVI. FORCE MAJEURE:

No default, delay, or failure to perform on the part of SUBAWARDEE or PRIME AWARDEE shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier.

XVII. VENUE:

This AGREEMENT and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida.

XVIII. CAPTIONS:

Captions may be inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this AGREEMENT or the intent or content of any provisions contained herein.

XIX. ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto. Moreover, any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein.

XX. PUBLIC ENTITY CRIME:

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a SUBAWARDEE, supplier, or sub-SUBAWARDEE to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

XXI. LOBBYING:

SUBAWARDEE is prohibited from using funds provided under this AGREEMENT for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

XXII. AUDIT REPORTS

SUBAWARDEE agrees to comply with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. SUBAWARDEE further agrees to provide PRIME AWARDEE with copies of any of the independent auditors' reports that present instances of non-compliance with federal laws and regulations, which bear directly on the performance, or administration of this AGREEMENT. In cases of such non-compliance, SUBAWARDEE will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by the PRIME AWARDEE or the SPONSOR during normal business hours.

SUBAWARDEE agrees to comply with the requirements of the Florida Single Audit Act (Chapter 215.97 Florida Statutes). This Act sets audit requirements for non-state entities that receive state financial assistance equal to or in excess of \$300,000 in any fiscal year. Such entities must obtain an audit by an independent auditor in accordance with auditing standards stated in the rules of the Auditor General of the State of Florida. The audit shall be conducted in accordance with the requirements of the Act and the rules of the Executive Office of the Governor, the Comptroller and the Auditor General. The Act applies to non-state entities that receive start awards directly from a state-awarding agency (FGCU) and to non-state agencies that receive state awards through another non-state entity.

SUBAWARDEE shall be responsible for payment of any and all audit exceptions that are identified by the audit agency.

XXIII. NOTICES:

All notices and all other matters pertaining to this agreement requiring delivery to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when received by the addressees at the following addresses.

FLORIDA GULF COAST UNIVERSITY

Dr. Tachung Yih
Associate Vice president for Research and
Dean of Graduate Studies
Florida Gulf Coast University
10501 FGCU Blvd South
Fort Myers, Florida 33965-6565
239-590-7020 (voice)
239-590-7024 (fax)
tcyih@fgcu.edu

OKEECHOBEE COUNTY PUBLIC SCHOOLS

Wendy Coker
700 SW 2nd Avenue
Okeechobee, FL 34974
Voice: (863) 462-5000
e-mail: cokerw@okee.k12.fl.us

XXIV. DISCLAIMER:

This AGREEMENT is not binding upon the State of Florida or FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES until it has been signed by the President of FLORIDA GULF COAST UNIVERSITY or by a person with a specific delegation of authority to sign on the President's behalf and by a duly authorized representative of SUBAWARDEE.

XXV. RECEIPT:

SUBAWARDEE hereby acknowledges receipt of a copy of this AGREEMENT and certifies that the undersigned is authorized to execute this AGREEMENT.

SUBAWARDEE hereby certifies, to the best of its knowledge and belief, that it and its Directors and/or Principal Officers are not employed and/or affiliated with FLORIDA GULF COAST UNIVERSITY, unless a current conflict of interest form or dual compensation form is approved and on file. SUBAWARDEE agrees to promptly notify PRIME AWARDEE if a conflict of interest arises or an established conflict of interest management plan changes.

XXVI. SUBSUBAWARDEE CERTIFICATION:

SUBAWARDEE is to return the completed Subcontractor Certification Form (Attachment 3) as an attachment to the signed AGREEMENT.

XXVII. PRIME AWARDEE GRANT GUIDELINES:

Attachment 4 contains those portions of the prime agreement from the SPONSOR to Florida Gulf Coast University Board of Trustees that flow down to SUBAWARDEE. The PRIME AWARDEE and SUBAWARDEE are also to comply with the procedures contained in the Florida Department of Education *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) found at <http://www.fldoe.org/comptroller/gbook.asp> .

**REMAINDER OF PAGE IS INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS**

XXVIII. ORDER OF PRECEDENCE

When the Terms and Conditions of this AGREEMENT conflict with the standard Terms and Conditions of the attached Purchase Order, the Terms and Conditions of this AGREEMENT shall take precedence.

DATED this _____ day of _____, 2013.

OKEECHOBEE COUNTY SCHOOL DISTRICT

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES**

By: _____
[Signature]

By: _____
[Signature]

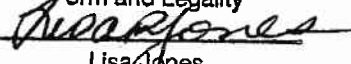
[Printed/Typed Name and Title of Signor]

Dr. Tachung Yih, Assoc. VP for Research
[Printed/Typed Name and Title of Signor]

WITNESS:

WITNESS:

Reviewed by Board Attorney

Approved as to
Form and Legality

Lisa Jones
Associate General Counsel
Florida Gulf Coast University

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: MINIMUM JOB QUALIFICATIONS FOR PRINCIPAL/SENIOR ADMINISTRATOR, HIGH SCHOOL, MIDDLE SCHOOL, AND ELEMENTARY
DATE: July 8, 2014

RECOMMENDATION:

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

- Principal/Senior Administrator, High School
- Principal/Senior Administrator, Middle School
- Principal/Senior Administrator, Elementary


Qualifications

- (1) Master's degree in Educational Leadership or related educational field from an accredited educational institution.
- (2) Seven (7) years of experience, at least five (5) of which must have been in teaching and at least two (2) years in leadership roles in public education.
- (3) Satisfactory completion of the principal training program.
- (4) Valid Florida certification as School Principal.
- (5) Satisfactory criminal background check and drug screening.

BACKGROUND INFORMATION:

The Job Descriptions are attached and are available upon request from the Director of Human Resources.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

SCHOOL DISTRICT OF OKEECHOBEE COUNTY
PRINCIPAL/SENIOR ADMINISTRATOR, HIGH SCHOOL
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree in Educational Leadership or related educational field from an accredited educational institution.
- (2) Seven (7) years experience, at least five (5) of which must have been in teaching and at least two (2) years in leadership roles in public education.
- (3) Satisfactory completion of the principal training program.
- (4) Valid Florida certification as School Principal.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to prepare and manage a school budget and allocated resources. Ability to read, interpret and enforce the State Board of Education Rules, Code of Ethics, School Board policies and appropriate state and federal statutes. Ability to select, hire, evaluate and reappoint personnel in accordance with collective bargaining agreements. Ability to communicate and interact effectively with the public. Knowledge of the hardware and software applications used throughout the District. Basic understanding and knowledge of the use of current technology. Ability to demonstrate the knowledge and practice of current educational trends, research and technology. Ability to understand the unique needs, growth problems and characteristics of high school students. Ability to use group dynamics within the context of cultural diversity. Ability to maintain high level of stamina.

REPORTS TO:

Superintendent

JOB GOAL

To provide the leadership and vision necessary to develop and administer educational programs that optimize the human and material resources available for a successful and safe school program for students, staff, parents, and community.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Instructional Program Leadership/Development

- * (1) Provide instructional leadership and supervision for student achievement.
- * (2) Manage and administer the development, implementation and assessment of the instructional program at the assigned school.

- * (3) Provide a comprehensive instructional program, including core academic programs, career and technical education programs, performing fine arts, health and physical education, advanced academic programs, exceptional student education programs and other programs to address the diverse needs of the school population.
- * (4) Utilize current research, outside resources, performance data and feedback from students, teachers, parents and the community to make decisions related to improvement of instruction and student performance.
- * (5) Promote high student achievement.
- * (6) Coordinate the Student Advisory Council.
- * (7) Coordinate program planning with district instructional staff.
- * (8) Oversee the acquisition and utilization of textbooks, other instructional materials and equipment.
- * (9) Facilitate the testing program for the school.
- * (10) Align school initiatives with district, state and school goals.
- * (11) Establish and coordinate procedures for students, teachers, parents and the community to evaluate curriculum.
- * (12) Direct or oversee the development of the master schedule and assign teachers according to identified needs.
- * (13) Facilitate the horizontal and vertical articulation of curriculum within the school, as well as between the school and its feeder system.
- * (14) Facilitate, monitor and coordinate the implementation of Exceptional Student Education (ESE) programs and services.
- * (15) Ensure the implementation of graduation requirements and conduct graduation activities and ceremonies in accordance with established policies and procedures.
- * (16) Facilitate the development and implementation of the school technology plan.
- * (17) Provide leadership in the effective use of technology in the classroom.
- * (18) Provide students with opportunities to use technology to gather and share information with others.
- * (19) Facilitate student access to the use of electronic resources.
- * (20) Explore and evaluate new technologies and their educational impact.
- * (21) Use technology to review student assessment data.
- * (22) Assist classroom teachers with the effective use of technology.
- * (23) Analyze and report the results of the School Improvement Team's efforts on student performance.

Personnel Action Services

- * (24) Supervise the establishment and maintenance of individual professional development plans for each instructional employee.
- * (25) Interview and select qualified personnel to be recommended for employment.
- * (26) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- * (27) Implement and administer negotiated employee contracts at the school site.
- * (28) Assign and supervise school personnel to special projects for the enhancement of student learning.
- * (29) Establish job assignments for school-site administrators, teachers and support personnel.
- * (30) Develop and administer duty rosters for certificated and noncertificated staff as required.
- * (31) Manage and administer personnel development through training, inservice and other developmental activities.

- *(32) Provide training opportunities and feedback to personnel at the assigned school.

School Operations/Delivery Systems

- *(33) Supervise the operation and management of all activities and functions at the assigned school.
- *(34) Develop positive school/community relations and act as liaison between the school and community.
- *(35) Access, analyze, interpret and use data in decision-making.
- *(36) Establish procedures for an accreditation program and monitor accreditation standards at the assigned school.
- *(37) Coordinate school maintenance and facility needs and monitor progress toward meeting those needs.
- *(38) Monitor the custodial program at the school to ensure a clean, healthy and safe learning environment.
- *(39) Collaborate with district personnel to coordinate and monitor the food service program at the school.
- *(40) Supervise the orderly movement and safety of transportation services on school grounds.
- *(41) Manage and supervise the school's financial resources including the preparation and disbursement of the school's budgets and internal accounts.
- *(42) Establish and manage accurate student accounting and attendance procedures at the assigned school.
- *(43) Conduct staff meetings to discuss policy changes, instructional programs, potential problems and resolution of existing problems.
- *(44) Communicate, through proper channels, to keep the Superintendent informed of pending problems or events of unusual nature.
- *(45) Direct the establishment of adequate property inventory records and ensure the security of school property.
- *(46) Implement the School Board policies, state statutes and federal regulations as they pertain to the assigned school.
- *(47) Supervise the preparation and maintenance of accurate and timely reports and records.

Student Support Services

- *(48) Establish school guidelines and enforce district guidelines for proper student conduct with implementation of disciplinary procedures and policies that ensure a safe and orderly environment.
- *(49) Facilitate a program of family and community involvement.
- *(50) Supervise the school guidance program and services to ensure that individual student educational and developmental needs are met.
- *(51) Establish procedures to be used in the event of school crisis and/or civil disobedience and provide leadership in the event of such happenings.
- *(52) Coordinate the supervision of all extracurricular programs at the assigned school.
- *(53) Provide a comprehensive athletic program.
- *(54) Monitor the management and supervision of the student activity and athletic programs including the selection of club sponsors and coaches.
- *(55) Approve all school-sponsored activities and maintain a calendar of all school events.

- *(56) Maintain visibility and accessibility on the school campus.
- *(57) Attend school-related activities and events.

Personal/Professional Employee Qualities

- *(58) Participate in county-wide management meetings and other meetings and activities appropriate for professional development.
- *(59) Communicate effectively, both orally and in writing, with parents, students, teachers and the community.
- *(60) Model effective listening and positive interaction skills.
- *(61) Maintain and model high standards of professional conduct.
- *(62) Set high goals and standards for self, others and the organization.
- *(63) Keep abreast of trends and changes in educational programs and procedures.
- *(64) Participate in developing the strategic plan, school calendar, staffing plan and other district-level activities as required.

Leadership

- *(65) Provide leadership in the school improvement process, implementation of the school improvement plan and the School Advisory Council.
- *(66) Promote the vision and mission of the district.
- *(67) Establish a vision and mission for the school in collaboration with key stakeholders.
- *(68) Exercise proactive leadership in promoting the vision and mission of the district.
- *(69) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- *(70) Access district and community resources to meet school needs.
- *(71) Anticipate problems and difficult situations and plan appropriately to handle them.
- *(72) Act quickly to stop possible breaches of safety, ineffective procedures and/or interference with operations.
- *(73) Provide recognition and celebration for staff, student and school accomplishment.
- *(74) Build teams to accomplish plans, goals and priorities.
- *(75) Promote and market the school and its priorities.

Student Growth and Achievement

- *(76) Ensure that student growth and achievement are continuous and appropriate schoolwide.
- *(77) Establish and maintain a positive collaborative relationship with the students' families to increase student achievement.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.
May be required to restrain a physically active individual as a temporary safety measure.

Job Description Supplement 10

TERMS OF EMPLOYMENT:

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

EVALUATION:

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

Board Approved:

SCHOOL DISTRICT OF OKEECHOBEE COUNTY
PRINCIPAL/SENIOR ADMINISTRATOR, MIDDLE SCHOOL
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree in Educational Leadership or related educational field from an accredited educational institution.
- (2) Seven (7) years experience, at least five (5) of which must have been in teaching and at least two (2) years in leadership roles in public education.
- (3) Satisfactory completion of the principal training program.
- (4) Valid Florida certification as School Principal.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to prepare and manage a school budget and allocated resources. Ability to read, interpret and enforce the State Board of Education Rules, Code of Ethics, School Board policies and appropriate state and federal statutes. Ability to select, hire, evaluate and reappoint personnel in accordance with collective bargaining agreements. Ability to communicate and interact effectively with the public. Knowledge of the hardware and software applications used throughout the District. Basic understanding and knowledge of the use of current technology. Ability to demonstrate the knowledge and practice of current educational trends, research and technology. Ability to understand the unique needs, growth problems and characteristics of middle school students. Ability to use group dynamics within the context of cultural diversity. Ability to maintain high level of stamina.

REPORTS TO:

Superintendent

JOB GOAL

To provide the leadership and vision necessary to develop and administer educational programs that optimize the human and material resources available for a successful and safe school program for students, staff, parents, and community.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Instructional Program Leadership/Development

- * (1) Provide instructional leadership and supervision for student achievement.
- * (2) Manage and administer the development, implementation and assessment of the instructional program at the assigned school.
- * (3) Provide a comprehensive instructional program for middle grades to address the diverse needs of the school population.

- * (4) Utilize current research, outside resources, performance data and feedback from students, teachers, parents and the community to make decisions related to improvement of instruction and student performance.
- * (5) Promote high student achievement.
- * (6) Coordinate the School Advisory Council.
- * (7) Coordinate program planning with district instructional staff.
- * (8) Oversee the acquisition and utilization of textbooks, other instructional materials and equipment.
- * (9) Facilitate the testing program for the school.
- * (10) Align school initiatives with district, state and school goals.
- * (11) Establish and coordinate procedures for students, teachers, parents and the community to evaluate curriculum.
- * (12) Direct or oversee the development of the master schedule and assign teachers according to identified needs.
- * (13) Facilitate the horizontal and vertical articulation of curriculum within the school, as well as between the school and its feeder system.
- * (14) Facilitate, monitor and coordinate the implementation of Exceptional Student Education (ESE) programs and services.
- * (15) Facilitate the development and implementation of the school technology plan.
- * (16) Provide leadership in the effective use of technology in the classroom.
- * (17) Provide students with opportunities to use technology to gather and share information with others.
- * (18) Facilitate student access to the use of electronic resources.
- * (19) Explore and evaluate new technologies and their educational impact.
- * (20) Use technology to review student assessment data.
- * (21) Assist classroom teachers with the effective use of technology.
- * (22) Analyze and report the results of the School Improvement Team's efforts on student performance.

Personnel Action Services

- * (23) Supervise the establishment and maintenance of individual professional development plans for each instructional employee.
- * (24) Interview and select qualified personnel to be recommended for employment.
- * (25) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- * (26) Implement and administer negotiated employee contracts at the school site.
- * (27) Assign and supervise school personnel to special projects for the enhancement of student learning.
- * (28) Establish job assignments for school-site administrators, teachers and support personnel.
- * (29) Develop and administer duty rosters for certificated and noncertificated staff as required.
- * (30) Manage and administer personnel development through training, inservice and other developmental activities.
- * (31) Provide training opportunities and feedback to personnel at the assigned school.

School Operations/Delivery Systems

- * (32) Supervise the operation and management of all activities and functions at the assigned school.
- * (33) Develop positive school/community relations and act as liaison between the school and community.
- * (34) Access, analyze, interpret and use data in decision-making.

- * (35) Establish procedures for an accreditation program and monitor accreditation standards at the assigned school.
- * (36) Coordinate school maintenance and facility needs and monitor progress toward meeting those needs.
- * (37) Monitor the custodial program at the school to ensure a clean, healthy and safe learning environment.
- * (38) Collaborate with district personnel to coordinate and monitor the food service program at the school.
- * (39) Supervise the orderly movement and safety of transportation services on school grounds.
- * (40) Manage and supervise the school's financial resources including the preparation and disbursement of the school's budgets and internal accounts.
- * (41) Establish and manage accurate student accounting and attendance procedures at the assigned school.
- * (42) Conduct staff meetings to discuss policy changes, instructional programs, potential problems and resolution of existing problems.
- * (43) Communicate, through proper channels, to keep the Superintendent informed of pending problems or events of unusual nature.
- * (44) Direct the establishment of adequate property inventory records and ensure the security of school property.
- * (45) Implement the School Board policies, state statutes and federal regulations as they pertain to the assigned school.
- * (46) Supervise the preparation and maintenance of accurate and timely reports and records.

Student Support Services

- * (47) Establish school guidelines and enforce district guidelines for proper student conduct with implementation of disciplinary procedures and policies that ensure a safe and orderly environment.
- * (48) Facilitate a program of family and community involvement.
- * (49) Supervise the school guidance program and services to ensure that individual student educational and developmental needs are met.
- * (50) Establish procedures to be used in the event of school crisis and/or civil disobedience and provide leadership in the event of such happenings.
- * (51) Coordinate the supervision of all extracurricular programs at the assigned school.
- * (52) Monitor the management and supervision of the student activity and athletic programs including the selection of club sponsors and coaches.
- * (53) Approve all school-sponsored activities and maintain a calendar of all school events.
- * (54) Maintain visibility and accessibility on the school campus.
- * (55) Attend school-related activities and events.

Personal/Professional Employee Qualities

- * (56) Participate in county-wide management meetings and other meetings and activities appropriate for professional development.
- * (57) Communicate effectively, both orally and in writing, with parents, students, teachers and the community.
- * (58) Model effective listening and positive interaction skills.
- * (59) Maintain and model high standards of professional conduct.
- * (60) Set high goals and standards for self, others and the organization.
- * (61) Keep abreast of trends and changes in educational programs and procedures.
- * (62) Participate in developing the strategic plan, school calendar, staffing plan and other district-level activities as required.

Leadership

- *(63) Provide leadership in the school improvement process, implementation of the school improvement plan and the School Advisory Council.
- *(64) Promote the vision and mission of the district.
- *(65) Establish a vision and mission for the school in collaboration with key stakeholders.
- *(66) Exercise proactive leadership in promoting the vision and mission of the district.
- *(67) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- *(68) Access district and community resources to meet school needs.
- *(69) Anticipate problems and difficult situations and plan appropriately to handle them.
- *(70) Act quickly to stop possible breaches of safety, ineffective procedures and/or interference with operations.
- *(71) Provide recognition and celebration for staff, student and school accomplishment.
- *(72) Build teams to accomplish plans, goals and priorities.
- *(73) Promote and market the school and its priorities.

Student Growth and Achievement

- *(74) Ensure that student growth and achievement are continuous and appropriate schoolwide.
- *(75) Establish and maintain a positive collaborative relationship with the students' families to increase student achievement.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

May be required to restrain a physically active individual as a temporary safety measure.

Job Description Supplement 10

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.

Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

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

Board Approved:

SCHOOL DISTRICT OF OKEECHOBEE COUNTY
PRINCIPAL/SENIOR ADMINISTRATOR, ELEMENTARY SCHOOL
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree in Educational Leadership or related educational field from an accredited educational institution.
- (2) Seven (7) years experience, at least five (5) of which must have been in teaching and at least two (2) in leadership roles in public education.
- (3) Satisfactory completion of the principal training program.
- (4) Valid Florida certification as School Principal.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the current trends, research and best practices related to assignment. Knowledge of personnel procedures. Knowledge of the organization and operation of the district. Knowledge of federal, state and district rules, regulations and policies as they relate to job function. Skill in human interaction and conflict resolution. Ability to handle constituents' problems, concerns and emotional distress with sensitivity and tact. Ability to read and interpret applicable laws, rules, policies and procedures. Ability to communicate both orally and in writing. Ability to plan, organize and establish priorities related to assignment. Ability to make presentations to a variety of audiences. Basic understanding and knowledge of the use of current technology. Ability to develop and manage budgets. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and make decisions with minimum supervision. Ability to handle multiple tasks in a professional and courteous manner. Ability to select, hire, evaluate, and reappoint personnel in accordance with collective bargaining agreements. Ability to understand the unique needs, growth problems and characteristics of elementary school students.

REPORTS TO:

Superintendent

JOB GOAL

To provide the leadership and vision necessary to design, develop, implement and evaluate a comprehensive program of instructional and support services which optimize available resources to establish and maintain a safe, caring and enriching environment to promote student success.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Instructional Program Leadership/Development

- * (1) Provide instructional leadership and supervision for student achievement.
- * (2) Manage and administer the development, implementation and assessment of the instructional programs at the assigned school.
- * (3) Utilize current research, outside resources, performance data and feedback from students, teachers, parents and the community to make decisions related to improvement of instruction and student performance.
- * (4) Promote high student achievement.
- * (5) Coordinate the School Advisory Council.
- * (6) Coordinate program planning with district instructional staff.
- * (7) Supervise the selection of instructional materials and equipment.
- * (8) Supervise the assessment program for the school.
- * (9) Align school initiatives with district, state and school goals.
- * (10) Establish and coordinate procedures for students, teachers, parents and the community to evaluate curriculum.
- * (11) Direct the development of the school's schedule and assign teachers according to identified needs.
- * (12) Facilitate the horizontal and vertical articulation of curriculum within the school, as well as between the school and its feeder system.
- * (13) Monitor the delivery of ESOL services.
- * (14) Facilitate the development and implementation of the school technology plan.
- * (15) Provide leadership in the effective use of technology in the classroom.
- * (16) Provide students with opportunities to use technology to gather and share information with others.
- * (17) Facilitate student access to the use of electronic resources.
- * (18) Explore and evaluate new technologies and their educational impact.
- * (19) Use technology to review student assessment data.
- * (20) Assist classroom teachers with the effective use of technology.
- * (21) Analyze and report the results of the School Improvement Team's efforts on student performance.

Personnel Action Services

- * (22) Supervise the establishment and maintenance of individual professional development plans for each instructional employee.
- * (23) Interview and select qualified personnel to be recommended for employment.
- * (24) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- * (25) Implement and administer negotiated employee contracts at the school site.
- * (26) Assign and supervise school personnel to special projects for the enhancement of student learning.
- * (27) Establish job assignments for school-site administrators, teachers and support personnel.
- * (28) Develop and administer duty rosters for certificated and noncertificated staff as required.
- * (29) Manage and administer personnel development through training, inservice and other developmental activities.
- * (30) Provide training opportunities and feedback to personnel at the assigned school.

School Operations/Delivery Systems

- *(31) Supervise the operation and management of all activities and functions at the assigned school.
- *(32) Develop positive school/community relations and act as liaison between the school and community.
- *(33) Access, analyze, interpret and use data in decision-making.
- *(34) Coordinate school maintenance and facility needs and monitor progress toward meeting those needs.
- *(35) Monitor the custodial program at the school to ensure a clean, healthy and safe learning environment.
- *(36) Supervise the orderly movement and safety of transportation services on school grounds.
- *(37) Manage and supervise the school's financial resources including the preparation and disbursement of the school's budgets and internal accounts.
- *(38) Establish and manage accurate student accounting and attendance procedures at the assigned school.
- *(39) Conduct staff meetings to discuss policy changes, instructional programs, potential problems and resolution of existing problems.
- *(40) Communicate, through proper channels, to keep the Superintendent informed of pending problems or events of an unusual nature.
- *(41) Direct the establishment of adequate property inventory records and ensure the security of school property.
- *(42) Implement the School Board policies, state statutes and federal regulations as they pertain to the assigned school.
- *(43) Supervise the preparation and maintenance of accurate and timely reports and records.
- *(44) Provide a safe, positive and creative environment for optimum growth and development of all stakeholders.

Student Support Services

- *(45) Establish school guidelines and enforce district guidelines for proper student conduct with implementation of disciplinary procedures and policies that ensure a safe and orderly environment.
- *(46) Facilitate a program of family and community involvement.
- *(47) Supervise the student support program and services to ensure that individual student educational and developmental needs are met.
- *(48) Establish procedures to be used in the event of school crisis and/or civil disobedience and provide leadership in the event of such happenings.
- *(49) Coordinate the supervision of all extracurricular programs at the assigned school.
- *(50) Approve all school-sponsored activities and maintain a calendar of all school events.
- *(51) Maintain visibility and accessibility on the school campus.
- *(52) Attend school-related activities and events.

Personal/Professional Employee Qualities

- *(53) Participate in county-wide management meetings and other meetings and activities appropriate for professional development.
- *(54) Communicate effectively, both orally and in writing, with parents, students, teachers and the community.
- *(55) Model effective listening and positive interaction skills.
- *(56) Model and maintain high standards of professional conduct.
- *(57) Set high goals and standards for self, others and the organization.
- *(58) Keep abreast of trends and changes in educational programs and procedures.

- *(59) Participate in developing the strategic plan, school calendar, staffing plan and other district-level activities as required.

Leadership

- *(60) Provide leadership in the school improvement process, implementation of the school improvement plan and the School Advisory Council.
- *(61) Promote the vision and mission of the district.
- *(62) Establish a vision and mission for the school in collaboration with key stakeholders.
- *(63) Exercise proactive leadership in promoting the vision and mission of the district.
- *(64) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- *(65) Access district and community resources to meet school needs.
- *(66) Anticipate problems and difficult situations and plan appropriately to handle them.
- *(67) Act quickly to stop possible breaches of safety, ineffective procedures and/or interference with operations.
- *(68) Provide recognition and celebration for staff, student and school accomplishment.
- *(69) Build teams to accomplish plans, goals and priorities.
- *(70) Promote and market the school and its priorities.
- *(71) Serve as a member of the Superintendent's leadership team.

Student Growth and Achievement

- *(72) Ensure that student growth and achievement are continuous and appropriate schoolwide.
- *(73) Establish and maintain a positive collaborative relationship with the students' families to increase student achievement.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.
May be required to restrain a physically active individual as a temporary safety measure.

Job Description Supplement 10

TERMS OF EMPLOYMENT:

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

EVALUATION:

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

Board Approved:

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: APPOINTMENT OF INSTRUCTIONAL PERSONNEL ON ANNUAL CONTRACT

DATE: July 8, 2014

RECOMMENDATION:

That the following Instructional personnel be appointed for the 2014-15 school year on Annual Contract:

Okeechobee High School

Burkes, Renna

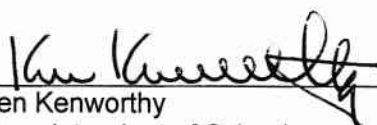
Everglades Elementary School

Medrano, Maria

Okeechobee Achievement Academy

Stephan, Jesse

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: SCHEDULING OF BOARD WORKSHOP FOR STRATEGIC PLANNING
DATE: July 8, 2014

RECOMMENDATION:

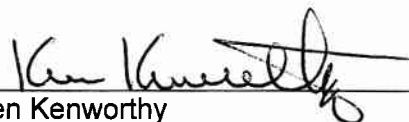
That the Board schedule a date, time, and location for a workshop session on Strategic Planning. A few suggested dates and times are:

- Tuesday, August 19, 2014, at 5:00 or 6:00 p.m.
- Wednesday, August 20, 2014, at 5:00 or 6:00 p.m.
- Thursday, August 21, 2014, at 5:00 or 6:00 p.m.
- Monday, August 25, 2014, at 5:00 or 6:00 p.m.

BACKGROUND INFORMATION:

No Board action will be taken at this workshop. The workshop is open to the public.

RECOMMENDED BY:



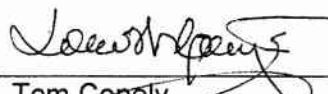
Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Tom Conely, School Board Attorney
SUBJECT: **RATIFICATION AND APPROVAL OF AGREED ORDER GRANTING MOTION TO RESET
FINAL HEARING**
DATE: July 8, 2014

RECOMMENDATION:

That the Board ratify and approve an *Agreed Order Granting Motion to Reset Final Hearing* for Elaine Murphy that is now scheduled for July 8, 2014.

RECOMMENDED BY:



Tom Conely
School Board Attorney

BEFORE THE SCHOOL BOARD
OF OKEECHOBEE COUNTY

KEN KENWORTHY, as Superintendent
of the SCHOOL DISTRICT OF
OKEECHOBEE COUNTY, FLORIDA

Petitioner,
vs.

Case No. 14-04

ELAINE MURPHY,
Respondent.

AGREED ORDER GRANTING MOTION TO RESET FINAL HEARING

THIS CAUSE came before the School Board upon the Respondent's Motion to Reset Final Hearing. Petitioner has agreed to the entry of the instant order, and being otherwise advised in the premises thereof, it is

ORDERED AND ADJUDGED that the Motion is granted. The hearing in this matter now scheduled for July 8, 2014, shall be stricken and this Board shall enter a subsequent order providing notice of the rescheduled final hearing. Respondent's Motion to Dismiss dated May 29, 2014, is, by agreement, withdrawn and considered moot.

DONE AND ORDERED in Okeechobee County, Florida, this 27th day of June, 2014.



JOE ARNOLD, Board Chairman

Copies provided:

Robert L. Kilbride, Fox, Wackeen, Dungey, et al., Post Office Drawer 6, Stuart, FL 34995
(rkilbride@foxwackeen.com)

Mark Wilensky, Dubiner & Wilensky, LLC, 1300 Corporate Center Way, Suite 103, Wellington, FL 33414
(office@dubinerwilensky.com)

To: The Okeechobee County School Board
FROM: Tom Conely, School Board Attorney
SUBJECT: **RESET DATE, TIME, AND LOCATION OF FINAL HEARING**
DATE: July 8, 2014

RECOMMENDATION:

That the Board reset a date, time, and location for a Final Hearing for Elaine Murphy regarding a recommendation for termination of employment.

RECOMMENDED BY:



Tom Conely
School Board Attorney

To: The Okeechobee County School Board
FROM: Tom Conely, School Board Attorney
SUBJECT: **APPROVAL OF AGREED ORDER GRANTING MOTION TO RESET FINAL HEARING**
DATE: July 8, 2014


RECOMMENDATION:

That the Board approve an *Agreed Order Granting Motion to Reset Final Hearing* for Tom Bonasera that is now scheduled for July 11, 2014.

BACKGROUND INFORMATION:

The order will be presented at the Board meeting.

RECOMMENDED BY:




Tom Conely
School Board Attorney

To: The Okeechobee County School Board
FROM: Tom Conely, School Board Attorney
SUBJECT: **RESET DATE, TIME, AND LOCATION OF FINAL HEARING**
DATE: July 8, 2014

RECOMMENDATION:

That the Board reset a date, time, and location for a Final Hearing for Tom Bonasera regarding a recommendation for termination of employment.

RECOMMENDED BY:



Tom Conely
School Board Attorney


To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: EMPLOYMENT OF PERSONNEL
DATE: July 8, 2014

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Franklin, Jennifer Return from Leave	Teacher, Elementary	Central Elementary School	08-12-2014
Stephens, Katie	Teacher, Elementary	South Elementary School	08-08-2014
Weigum, Cynthia	Teacher, Elementary	South Elementary School	08-12-2014

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

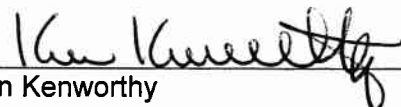
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: EMPLOYMENT OF TEMPORARY PERSONNEL
DATE: July 8, 2014

RECOMMENDATION:

That the following temporary personnel be employed as needed:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Anuez, Jackie	Extended Daycare	08-18-2014
Autrey, Joyce	Sub-Extended Daycare	08-18-2014
Bautista, Ruth	Sub-Extended Daycare	08-18-2014
Breaux, Kelci	Head JV Softball Coach	01-08-2014
Castillo, Hilda	Extended Daycare	08-18-2014
Cope, Georgia	Sub-Custodian	05-23-2014
Cross, Tobi	Extended Daycare	08-18-2014
Delagall, Ethel	Sub-Extended Daycare	08-18-2014
DeVoss, Pat	Extended Daycare	08-18-2014
English, Ruby	Extended Daycare	08-18-2014
Guthrie, Karen	Extended Daycare, Leader Aide	08-18-2014
Harris, Vicki	Extended Daycare, Leader Aide	08-18-2014
Holmes, Anita	Extended Daycare	08-18-2014
Horvath, Pacita	Extended Daycare	08-18-2014
Jolly, Valerie	Sub-Extended Daycare	08-18-2014
Lipfert, Katrina	Extended Daycare	08-18-2014
Lowry, Bertha	Sub-Extended Daycare	08-18-2014
Nunez, Tamara	Sub-Extended Daycare	08-18-2014
Padgett, Vianka	Extended Daycare	08-18-2014
Stanley, Sue	Extended Daycare, Leader Aide	08-18-2014
Suarez, Elia	Assistant Varsity Softball Coach	01-08-2014
Szentmartoni, V. Carol	Extended Daycare	08-18-2014
Waldron, Rose	Extended Daycare	08-18-2014
Weathersby, Judy	Extended Daycare	08-18-2014

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: EMPLOYMENT OF SUMMER SCHOOL PERSONNEL
DATE: July 8, 2014

RECOMMENDATION:

That the following personnel be employed for the 2013-14 Summer School term at the following rate of pay:

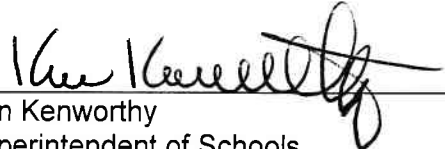
Food Service - \$12.00 per hour

Summer Food Program will be funded by Summer Feeding.

Food Service

Ebanks, Cynthia

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: July 8, 2014

RECOMMENDATION:

That resignations for the following personnel be accepted:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Alexander, Carrie	Teacher, Elementary	Everglades Elementary School	06-11-2014
Granger, Heather	Teacher, Science	Freshman Campus	06-11-2014
Hevey, Jami	Food Service Assistant	Osceola Middle School	06-10-2014
Ingram, Maria-Retirement	Teacher, Elementary	Seminole Elementary School	06-11-2014
Irizarry, Patricia	Teacher, Elementary	Seminole Elementary School	06-11-2014
Jackson, Foursight-Retirement	Custodian I	Okeechobee High School	07-01-2014
Kemp, Norma Sue-Retirement	Paraprofessional, ISS	Okeechobee High School	06-11-2014
MacDonald, Cheryl	Teacher, Elementary	South Elementary School	06-11-2014
Mercurio, Brian	Teacher, Drop Out Prevention	Okeechobee Achievement Academy	06-11-2014
Milrot, Kelly	Teacher, Language Arts	Freshman Campus	06-11-2014
Moats-Platt, Theresa	Teacher, Social Studies	Yearling Middle School	06-11-2014
Roberson, George	Teacher, ESE/EBD	Okeechobee Achievement Academy	06-11-2014
Sapp, Ashley	Teacher, Elementary	Central Elementary School	06-11-2014
Stephens, Katie	Paraprofessional, Schl Readiness Pre-K	South Elementary School	06-11-2014
Stiles, Anita	Teacher, Elementary	Seminole Elementary School	06-11-2014
Stuart, David Brent	Dean	Yearling Middle School	06-11-2014

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: TRANSFER OF PERSONNEL
DATE: July 8, 2014

RECOMMENDATION:

That the following personnel transfers be approved:

<u>Name</u>	<u>Transfer From</u>	<u>Transfer To</u>	<u>Effective Date</u>
Ellis, Jennifer	Teacher, Elementary Seminole Elementary School	Teacher, Elementary Central Elementary School	08-12-2014
Jimenez, Maria	Data Processor Central Elementary School	Administrative Assistant, IT IT Department	07-01-2014
Kennedy, Victoria	Teacher, Elementary Central Elementary School	Teacher, Elementary North Elementary School	08-12-2014
Nichols, Eileen	Teacher, Reading Okeechobee High School	Teacher, Elementary South Elementary School	08-12-2014
Norman, Christina	Teacher, Elementary Central Elementary School	Teacher, Elementary North Elementary School	08-12-2014
Richey, Morgan	Teacher, Elementary Seminole Elementary School	Teacher, Elementary North Elementary School	08-12-2014
Stanley, Elizabeth	Reading Coach Seminole Elementary School	Teacher, Elementary North Elementary School	08-12-2014
Wagner, Elizabeth	Teacher, Language Arts Osceola Middle School	Teacher, Language Arts Okeechobee High School	08-12-2014
Walsh, Jacinda	Teacher, Elementary Everglades Elementary School	Teacher, Elementary Seminole Elementary School	08-12-2014

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

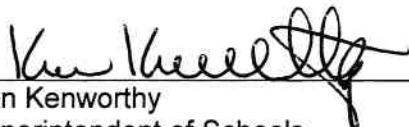
TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: LEAVE REQUESTS
DATE: July 8, 2014

RECOMMENDATION:

That the following leaves of absence be approved:

<u>Name</u>	<u>School</u>	<u>Leave Type</u>	<u>From</u>	<u>Through</u>
Cotton, Karen	North Elementary School	Short Term	08-12-2014	10-31-2014

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: ADDITIONS TO SUBSTITUTE TEACHERS LIST
DATE: July 8, 2014

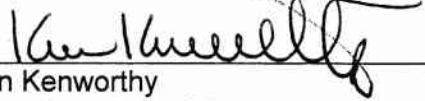
RECOMMENDATION:

That the following personnel be added to the Substitute Teacher List effective 07/01/2014:

<u>Name</u>	<u>Rank</u>
James, Steward (G4S only)	III

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: July 8, 2014

RECOMMENDATION:

That the Board approve the following payments to personnel:

<u>Name/Group</u>	<u>Purpose</u>	<u>Rate of Pay</u>	<u>Time Period (Maximum)</u>	<u>Funding Source</u>
Karen Guthrie Vicki Harris Sue Stanley	Open House & Prep for After-School Daycare	\$15.00 Per Hour	5 Hours 8/14/14	#1553 – Extended Daycare Program
Bertie Lowry Rose Waldron		\$9.00 Per Hour		
Carla Boggs Jorje Botello Rodney Field Elisabeth Fox Marie McCarter Dana Tedders	Florida Literacy Network Module Creation Training	\$111.47 Per Day (Per HEC Grant)	4 Days Each (6 Hours Per Day) 6/16/14 – 6/19/14	#1480 – Florida Academic Literacy Network
Shirley Brown Suzann Coldiron Trisha Jennings Heather Johnson Donna Kersey Kimberly Quinlin Morgan Richey Sylvia Robinson Tammy Thomas	Instructors for Raising Our Achievement in Reading (ROAR) Program	\$20.00 Per Hour	4 Days/Week Each 5 Hours/Day 7/10/14 – 7/31/14	#1566 - SAI
Gena Gray-Lagos	Reading Endorsement	\$1,000 Less Deductions	N/A	#1539 – Reading Endorsement
Lauren Myers	Facilitate Parent Involvement Planning and Civics Boot Camp for YMS Students	\$20.00 Per Hour	40 Hours 7/1/14-8/7/14	#4531 – Title I, Part A #4517 – Title I, Part C
Chris Fuller	EES Summer Library Program	\$20.00 Per Hour	18 hours	#4455 – Title VI
4 EES Teachers	EES Jump Start Program	\$20.00 Per Hour	48 Hours Each	#4455 – Title VI
1 Paraprofessional	EES Jump Start Program	\$12.00 Per Hour	75 Hours	#4455 – Title VI
1 Paraprofessional	EES Jump Start Program	\$12.00 Per Hour	105 Hours	#4455 – Title VI
20 Teachers	Visual Phonics Training for Deaf/Hard of Hearing	\$13.50 Per Hour	7 Hours Per Day 8/5/14-8/6/14	#4531 – Title I, Part A
10 Paraprofessionals	Visual Phonics Training for Deaf/Hard of Hearing	\$8.00 Per Hour	7 Hours Per Day 8/5/14-8/6/14	#4531 – Title I, Part A
Instructional Personnel Guidance Counselors Substitute Teachers Paraprofessionals Bus Drivers Sub Bus Drivers	Attend Staff Development Trainings/Workshops as Approved by Coordinator of Staff Development	<u>Instructional</u> \$13.50 Per Hour <u>Non-Instructional</u> \$8.00 Per Hour	100 Hours Each for 2014-15	#4521 – Title II, Part A

<u>Name/Group</u>	<u>Purpose</u>	<u>Rate of Pay</u>	<u>Time Period (Maximum)</u>	<u>Funding Source</u>
32 Teachers North Elementary	APTT Parent Involvement Training	\$13.50 Per Hour	7 Hours Each 8/5/14	#4531 – Title I, Part A
Karen Carrier	Data Analysis	\$13.50 Per Hour	7 Hours Per Day 6/17/14-6/30/14	#4431 – Title 1, Part A

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: **CONTRACT FOR LEGAL REPRESENTATION TO THE OKEECHOBEE COUNTY VALUE ADJUSTMENT BOARD**
DATE: July 8, 2014

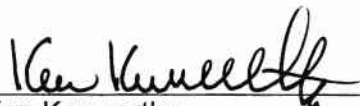
RECOMMENDATION:

That the Board approve a 3-year contract effective July 23, 2014, through July 22, 2017, for Glenn J. Sneider, Attorney, to provide legal services for the Okeechobee County Value Adjustment Board.

BACKGROUND INFORMATION:

This is a renewal contract for a 3-year period with an option for two additional 1-year terms. The contract is between Glenn J. Sneider, the Board of County Commissioners, and the School Board. The cost for services is split 2/5 School Board and 3/5 County Commissioners. Last year's charges to the School Board totaled \$704.00. The contract is included in Board member agendas and is 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
SUBJECT: CONTRACT WITH **G4S** FOR EDUCATIONAL SERVICES AT DJJ FACILITIES
DATE: July 8, 2014

RECOMMENDATION:

That the Board approve a contract with G4S Youth Services, LLC, for educational services at the Department of Juvenile Justice facilities effective July 1, 2014, through June 30, 2015, at the following facilities:

- Okeechobee Juvenile Offender Correction Center (Level 10) – Tantie
- Okeechobee Intensive Halfway House
- Okeechobee Girls Academy - Cypress

BACKGROUND INFORMATION:

This is a renewal contract with no changes in services for the 2014-15 school year. The contract is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Administrative Services.

RECOMMENDED BY:

Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENT WITH CDH SERVICES, INC.**
DATE: July 8, 2014


RECOMMENDATION:

That the Board approve an agreement with CDH Services, Inc. to provide consulting support services to Title I schools and District staff on programmatic and budget related issues for the 2014-15 fiscal year.

BACKGROUND INFORMATION:

This is a renewal agreement that will be funded from Title I, Part A and Title I, Part C projects. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Grants & Special Programs.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: COOPERATIVE AGREEMENT WITH THE FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC
DATE: July 8, 2014

RECOMMENDATION:

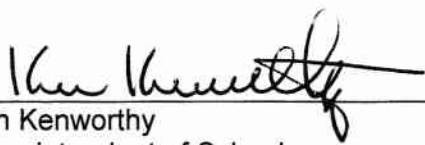
That the Board approve a Cooperative Agreement with The Florida Heiken Children's Vision Program, LLC to provide vision services for the 2014-15 school year.

BACKGROUND INFORMATION:

This is a renewal agreement. The Florida Heiken Children's Vision Program will provide comprehensive eye examinations in a mobile unit or local optometrist's office. Eye glasses, when prescribed by the optometrist, will be fitted to eligible students free of charge. Eligibility is based on enrollment in a Florida Public School, failure of two school-based vision screenings, designated as low income by free and reduced lunch status, and having no commercial or governmental insurance.

The agreement is included in Board member agendas and is available upon request in the office of the Director of Student Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENT WITH THE EXCHANGE CLUB CASTLE FOR HIGH HOPES PROGRAM**
DATE: July 8, 2014

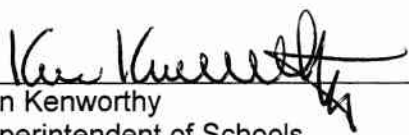
RECOMMENDATION:

That the Board approve a Collaborative Agreement with The Exchange Club CASTLE to provide the High Hopes Program for students during the 2014-15 school year.

BACKGROUND INFORMATION:

This is an agreement with the Exchange Club CASTLE. They will provide personnel and materials free of charge to conduct support groups for children dealing with the emotional consequences of divorce. Students will be referred to participate in this program through the school guidance counselor and will secure parent permission prior to joining the group. The agreement is included in Board member agendas and is available upon request in the office of the Director of Student Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENT WITH C. F. PHYSICAL THERAPY, INC.,**
DATE: July 8, 2014

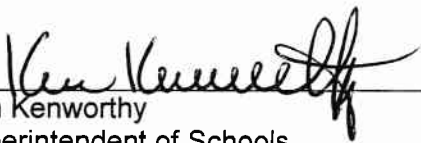
RECOMMENDATION:

That the Board approve an agreement with C.F. Physical Therapy, Inc. (aka Physical Therapy of Okeechobee) to provide physical therapy services for ESE students effective August 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes. Medicaid will be billed for reimbursement of services. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: COLLABORATIVE AGREEMENT WITH ECONOMIC OPPORTUNITIES COUNCIL OF INDIAN RIVER/OKEECHOBEE COUNTIES HEAD START
DATE: July 8, 2014

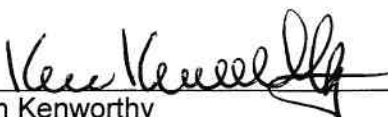
RECOMMENDATION:

That the Board approve a collaborative agreement with Indian River/Okeechobee Counties Head Start for the District to provide services to children with disabilities ages 3-5, enrolled in the Indian River/Okeechobee Counties Head Start centers located in Okeechobee County effective July 1, 2014, through June 30, 2015.

BACKGROUND INFORMATION:

This is a renewal agreement. The School District is required by IDEA to provide these services, and there is no exchange of funds. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENT WITH LEGACY BEHAVIORAL HEALTH CENTER, INC.**
DATE: July 8, 2014


RECOMMENDATION:

That the Board approve an Agreement with Legacy Behavioral Health Center, Inc., for mental health services for ESE students effective August 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes to services or rates. Referrals for services are made by the school psychologists or guidance counselors to the school social worker who then contacts the agency. There are no fees assessed to the School Board unless there are special circumstances approved by the Coordinator of Exceptional Student Education. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of the Exceptional Student Education.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MULTI-DISTRICT PROGRAM AGREEMENT WITH ST. LUCIE COUNTY FOR HEARING IMPAIRED STUDENTS**
DATE: July 8, 2014

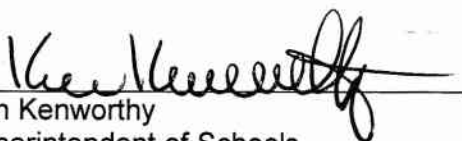
RECOMMENDATION:

That the Board approve a Multi-District Program Agreement with St. Lucie County to enable appropriate placement of full-time hearing impaired students as needed for the 2014-15 school year.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes. Okeechobee County School District will continue to provide transportation to St. Lucie for full-time hearing impaired students as needed. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: COOPERATIVE AGREEMENT WITH HEALTHY START COALITION, INC. FOR THE
TEENAGE PARENT PROGRAM
DATE: July 8, 2014

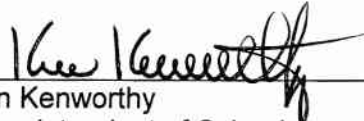
RECOMMENDATION :

That the Board approve a Cooperative Agreement with Healthy Start Coalition, Inc., to provide services for the Teenage Parent Program for the 2014-15 school year.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes. Healthy Start will provide the services listed on the agreement for students in the Teenage Parent Program. There are no fees for the services. The agreement is included in Board member agendas and is available upon request in the office of the Director of Student Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: COOPERATIVE AGREEMENT WITH HEALTHY START COALITION, INC. FOR ON TRACK AND D.A.D.S. PROGRAMS
DATE: July 8, 2014

RECOMMENDATION :

That the Board approve a Cooperative Agreement with Healthy Start Coalition, Inc., to provide services to at-risk middle school and high school students through the *On Track and Dads Achieving Dedication and Success (D.A.D.S.) Programs* for the 2014-15 school year.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes.

On Track is a life skills enhancement program that targets students ages 11-18 who are teen parents or are identified as at-risk for becoming teen parents. The program provides qualified professionals to meet monthly with the students to inform and educate them on topics including positive self-esteem, healthy relationships, positive role models, and peer pressure. The program also includes a mentoring component through Communities in Schools and peer counseling.

The D.A.D.S. Program targets current teen fathers ages 11-18 utilizing a curriculum designed specifically for the role and needs of the teen father. This program also provides qualified professionals to meet monthly with the students and covers topics including family roles, handling emotions, child development, discipline and health care.

The agreement is included in Board member agendas and is available upon request in the office of the Director of Student Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: IDEA PART B GRANT AND PART B PRESCHOOL GRANT APPLICATIONS FOR 2014-15
DATE: July 8, 2014

RECOMMENDATION:

That the Board approve the IDEA Part B and Part B Preschool Grant applications for the 2014-15 school year as follows:

- IDEA Part B - \$1,604,046.00 (including estimated roll forward)
- IDEA Part B Preschool - \$92,296.00 (including estimated roll forward)

BACKGROUND INFORMATION:

Part B – Funds are used to employ staff such as a Coordinator of Exceptional Student Education (ESE), Secretary to Coordinator of ESE, Staffing Specialists, Bus Paraprofessionals, Behavior Interventionists, Behavior Monitors, Personal Assistants, and Diagnosticians. Contracts for specialized services such as counseling, psychiatric evaluations, and occupational/physical therapies along with the purchase of specialized equipment utilized in these areas are also paid from this grant. Funds are also used for training teachers and administrators in areas of communication, IEP writing, alternatives to suspension and to purchase materials for parenting education.

Part B Preschool – Funds are used to employ one Staffing Specialist and one Paraprofessional who work with 3-5 year old children with disabilities. Materials and equipment are purchased for personnel to work with the preschool population.

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

An Executive Summary as well as budget pages for the applications are included in Board member agendas. The complete grant applications are available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: FLORIDA STANDARDS PROFESSIONAL DEVELOPMENT ACTION PROJECT GRANT APPLICATION
DATE: July 8, 2014

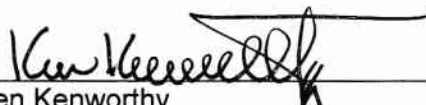
RECOMMENDATION :

That the Board approve the Florida Standards Professional Development (PDAP) Action Project Grant application in the amount of \$11,851,51 for the 2014-15 project year.

BACKGROUND INFORMATION:

This grant is awarded to support teacher professional development for teaching the Florida Mathematics and English Language Arts standards and to facilitate student learning of the same. The grant certification and budget narrative pages are included in Board member agendas, and the complete application is available upon request in the office of the Coordinator of Grants and Special Programs.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MONTHLY FINANCIAL STATEMENT FOR MAY, 2014**
DATE: July 8, 2014


RECOMMENDATION:

That the Monthly Financial Statement for May, 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 #11 FOR MAY, 2014
DATE: July 8, 2014

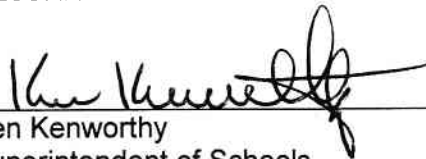
RECOMMENDATION:

That Budget Amendment #11 for May, 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 JUNE, 2014**
DATE: July 8, 2014

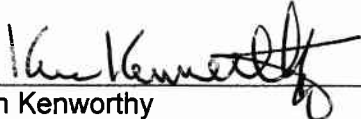
RECOMMENDATION:

That the Warrant Register for June, 2014, be approved as follows:

General Disbursement Account – Warrants #151457 thru #151791

Operating General Fund	\$ 1,620,848.05
Federal Programs Fund	145,700.75
Food Service Fund	153,680.35
Capital Improvement Fund	<u>16,545.00</u>
Total	\$ 1,936,774.15

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools