



SCHOOL BOARD OF OKEECHOBEE COUNTY

**AGENDA FOR REGULAR MEETING
JANUARY 20, 2015
6:00 P.M.**

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

Vision

*Achieving Excellence:
Putting Students First*

Mission

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

Core Values

Perseverance

Respect

Integrity

Dependability

Ethics

I. Call to Order

- A. Prayer
- B. Pledge of Allegiance

II. Opening Items

- A. Community Recognition
 - ★ School Resource Officers
- B. Student Recognition
 - ★ Food for Families Program – School Participants and Maintenance Staff Assistance
 - ★ OHS Volleyball Team – District Runner-Up Champions
 - ★ OHS Band – 4-Year Letter Seniors
- C. Staff Recognition
 - ★ Golden Mouse Award – Beth Box, Yearling Middle School
 - ★ Retirement – Faustino Vallejo, Central Elementary School

III. Approval of Minutes

- Meeting of December 9, 2014

IV. Items for Action

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- B. Proclamation – Celebrate Literacy Week 2
- C. Recommendation for Expulsion
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- D. Drainage Easement for Okeechobee County on SW 7th Avenue 4
- E. Rejection of Memorandum of Agreement for a Recruitment Bonus for the Instructional and Classified Bargaining Units 5
- F. Ratification of Memorandum of Agreement for Recruitment Bonus for the Classified Unit 6
- G. 2014-15 Class Size Reduction Compliance Plan 7
- H. Bid for Lawn Care Services at Okeechobee High School 8
- I. Contract for Lawn Care Services at Okeechobee High School 9
- J. Amendment to Health Risk Management Agreement with Healthstat, Inc. 10
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VI. Information Items:

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

The next regular School Board meeting is Tuesday, February 10, 2015, at 6:00 p.m.

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

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROCLAMATION – RODEO DAY**
DATE: January 20, 2015

RECOMMENDATION:

That the Board adopt a proclamation recognizing Friday, March 13, 2015, as *Rodeo Day* for the School District of Okeechobee County, Florida.

BACKGROUND INFORMATION:

The proclamation is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

PROCLAMATION

RODEO DAY

School District of Okeechobee County, Florida

Whereas, rodeo informally dates back to 1869 and became a formal sport in 1920 with the creation of the Rodeo Association of America; and

Whereas, rodeo is ranked seventh in overall attendance for major sporting events, and more than 31 million people identify themselves as fans of Pro Rodeo in America; and

Whereas, local rodeo committees organize PRCA sanctioned rodeos held across the continent run by dedicated groups of volunteers; and

Whereas, the Okeechobee County Cattlemen's Association has been producing rodeos in the County for more than sixty (60) years. Rodeo in Okeechobee has become a tradition, often thought of in conjunction with the Speckled Perch Festival and Labor Day celebrations; and

Whereas, Okeechobee rodeos are steeped in the culture and history of Okeechobee and is part of our American agricultural heritage.

Now therefore, the School Board of Okeechobee County, Florida, in accordance with preserving the historical and cultural values of Okeechobee's heritage, does hereby proclaim March 13, 2015, as

RODEO DAY

for the Okeechobee County School System and encourages the inclusion of rodeo in classroom discussion on March 13, 2015.

Passed and adopted this 20th day of January, 2015.

ATTEST:

Joe Arnold
Chairman

Ken Kenworthy
Superintendent of Schools



To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROCLAMATION – CELEBRATE LITERACY WEEK**
DATE: January 20, 2015

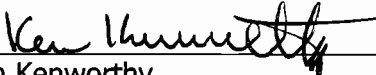
RECOMMENDATION:

That the Board adopt a proclamation recognizing January 26-30, 2015, as **Celebrate Literacy Week** for the School District of Okeechobee County, Florida.

BACKGROUND INFORMATION:

The proclamation is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

PROCLAMATION

CELEBRATE LITERACY WEEK

School District of Okeechobee County, Florida

Whereas, the Florida Department of Education in partnership with *Just Read, Florida!* has declared the week of January 26-30, 2015, as **Celebrate Literacy Week**; and

Whereas, the goals of **Celebrate Literacy Week** are to promote literacy throughout the state and to promote the enjoyment of reading for children and adults of all ages; and

Whereas, the School Board of Okeechobee County wishes to support the goals of Celebrate Literacy Week in Okeechobee County schools.

Now therefore, the School Board of Okeechobee County, Florida, joins the Florida Department of Education and *Just Read, Florida!* in observing January 26-30, 2015, as:

CELEBRATE LITERACY WEEK

Passed and adopted this 20th day of January, 2015.

ATTEST:

Joe Arnold
Chairman

Ken Kenworthy
Superintendent of Schools



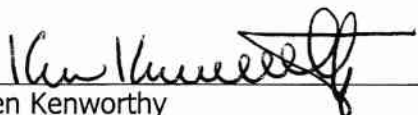
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EXPULSION OF #15-03, 6TH GRADE STUDENT**
DATE: January 20, 2015

RECOMMENDATION:

That #15-03, a 6th grade student at Okeechobee Achievement Academy, be expelled for the remainder 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:

- G. Inappropriate Conduct
 - 2. Disruptive Behavior – Disrespect, disruptive behavior and minor infractions.
- N. Violence
 - 3. Physical Aggression
When an individual(s) engages 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 of Schools
SUBJECT: **DRAINAGE EASEMENT FOR OKEECHOBEE COUNTY ON SW 7TH AVENUE**
DATE: January 20, 2015

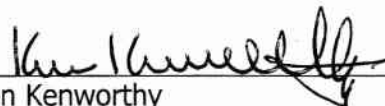
RECOMMENDATION:

That the Board approve a Drainage Easement on SW 7th Avenue, for the Okeechobee County.

BACKGROUND INFORMATION:

The proposed easement is for an existing drainage ditch that runs north and south between Osceola Middle School and SW 7th Avenue, which has been maintained by the County for many years. The easement document is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

Prepared By and Return to
John D. Cassels, Jr. Esq.
Cassels & McCall
P.O. Box 968
Okeechobee, Florida 34973
File No: 4851

Parcel No: 1-28-37-35-0A00-00049-0000

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, **OKEECHOBEE COUNTY SCHOOL BOARD**, whose mailing address is 100 SW 5th Ave., Okeechobee, FL 34974, hereinafter referred to as GRANTOR, and **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is 304 N.W. 2nd Street, Okeechobee, FL 34972, hereinafter referred to as GRANTEE:

WITNESSETH

The GRANTOR for Ten (\$10.00) Dollars and other good and valuable consideration to the GRANTEE does convey and transfer unto GRANTEE, its successors, and assigns, a non-exclusive drainage easement over, in and to the following described land, situate, lying in and being in Okeechobee County, Florida, to wit

See Legal Description and drawing attached as Exhibit "A".

Said Easement is given for the purpose of constructing, altering, extending, relocating, maintaining, and using public storm drainage facilities, including, but not limited to, storm sewers, drainage channels, tributary connections, control structures and other appurtenances thereto, as permitted by the rules and regulations of the South Florida Water Management (the "District") subject to the following terms and conditions:

1. The Easement shall be maintained and managed by the Grantee as a public flowway subject to the regulations of Okeechobee County and the District.
2. The Easement shall not be construed to restrict Grantor from the use of the Property within the Easement so long as such use does not impair or interfere with the use and maintenance of the Easement by the Grantee or otherwise impact, alter or affect the storm drainage facilities constructed within. Retained uses notwithstanding, the Grantor shall not construct, establish, modify or enlarge any ditches, swales, culverts, pipes or other drainage facilities that would direct additional water into the public storm drainage facilities to be constructed and maintained by the Grantee without the written consent of the Grantee which may be conditioned upon a permit or permit modification by the District.
3. Grantee, its employees and agents, shall have the right of ingress and egress at all times to enter upon the Easement for the purposes herein described.
4. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposes herein described; provided, Grantee shall restore any disturbed property of Grantor to its existing condition as soon as reasonably practicable.

5. Neither this Easement, nor the drainage facilities to be constructed and maintained therein shall create any warranty, express or implied, that the Grantor shall not experience, or continue to experience periodic storm events with resulting flooding and consequential personal injury or personal injury or property damage.
6. This Easement shall apply to all interests in the described Property, now owned or hereafter acquired or assigned by Grantor or Grantee and shall be deemed to be a covenant to that runs with the land.

IN WITNESS WHEREOF, the Grantor hereto have executed this Agreement on the day and year first above written.

OKEECHOBEE COUNTY SCHOOL BOARD

Witness-Signature

BY: _____
Joe Arnold, Chairman

Witness-Print Name

ATTEST:

Witness-Signature

BY: _____
Ken Kenworthy, Superintendent

Witness-Print Name:

State of Florida
County of Okeechobee

This instrument was acknowledged before me this _____ day of _____, 2014 by Joe Arnold, the Chairman of the OKEECHOBEE COUNTY SCHOOL BOARD, who () is personally known; or () produced _____ as identification.

(Seal)

Notary Public
My Commission Expires:

LOCATION MAP

SCALE: N.T.S.



49

Exhibit
A

LEGAL DESCRIPTION:

BEING A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 28;

THENCE SOUTH 00°11'21" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 28, (AS A BASE OF BEARINGS), ALSO BEING THE WEST RIGHT OF WAY LINE OF SOUTHWEST 7TH AVENUE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 2642.25 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°11'21" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST ONE QUARTER AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1298.04 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHWEST 28TH STREET;

THENCE SOUTH 89°23'14" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°11'21" WEST, A DISTANCE OF 1298.07 FEET;

THENCE NORTH 89°28'55" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE IN OKEECHOBEE COUNTY, FLORIDA CONTAINING 25,961 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SECTION 28, TOWNSHIP 39S, RANGE 35E, (ASSUMED TO BEAR N 00°11'21" W).
3. THERE MAY BE EASEMENTS, RESTRICTIONS AND/OR RIGHTS-OF-WAY NOT SHOWN HEREON.
4. PARCEL CONTROL NUMBERS (PCN) SHOWN HEREON WERE TAKING FROM THE OKEECHOBEE PROPERTY APPRAISER'S WEBSITE AND ARE FOR INFORMATIONAL PURPOSES ONLY.

LEGEND

O.C.P.R.	OKEECHOBEE COUNTY PUBLIC RECORDS
28-37-35	SECTION, TOWNSHIP, RANGE
PB	PLAT BOOK
PG	PAGE
PCN	PARCEL CONTROL NUMBER

THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR:

OKEECHOBEE COUNTY

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS

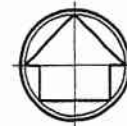
7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-8280
CERT. NO. LB0003110



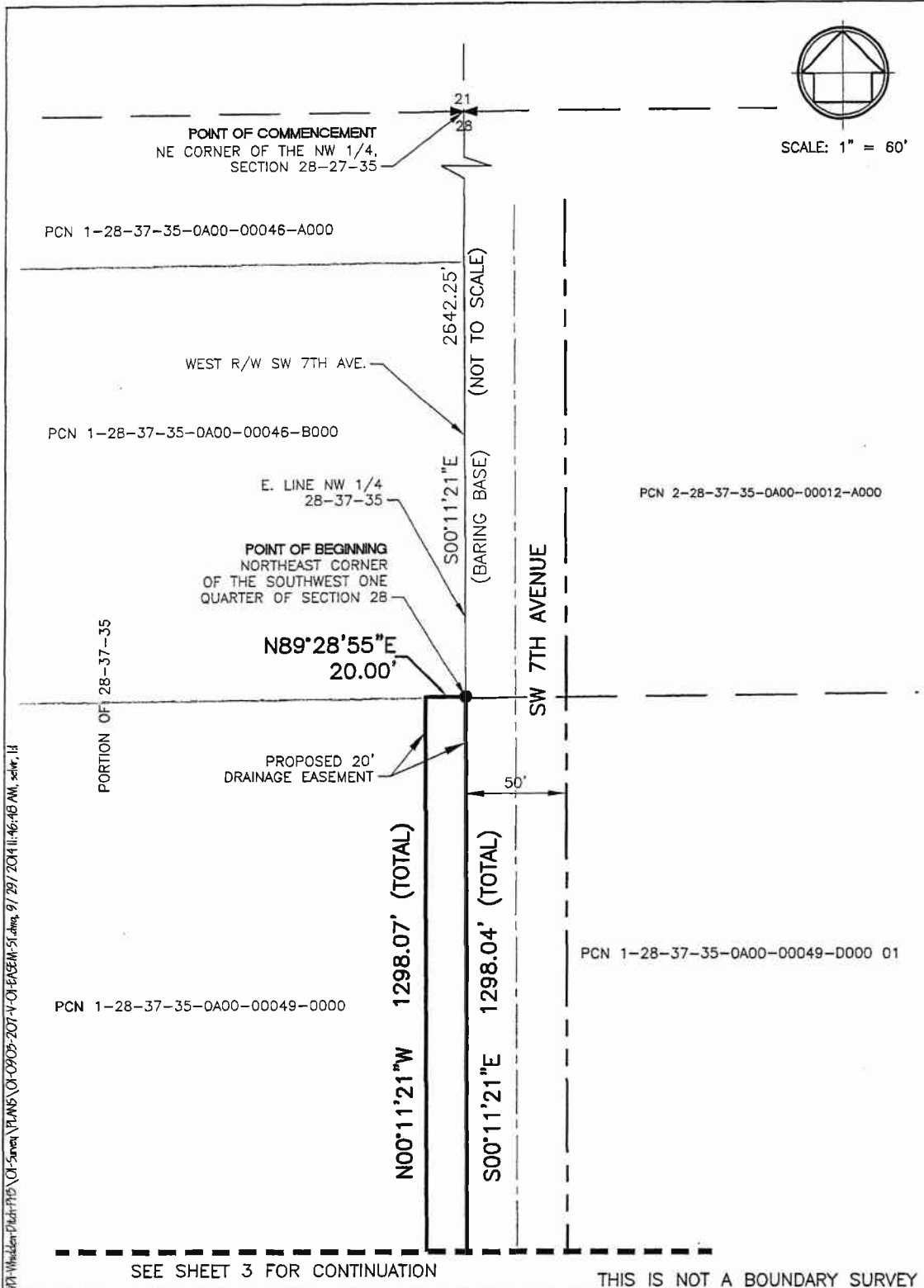
SKETCH & DESCRIPTION	SEE	09/26/14	N/A	RDK
REVISION	DWN	DATE	FB/PG	CKD
7TH AVENUE PROPOSED 20' DRAINAGE EASEMENT OKEECHOBEE COUNTY, FLORIDA				
PROJECT NUMBER: 14-0903-207				
FILE NAME: 01-0903-207-V-01-EASEM-ST.dwg				

SHEET 1 OF 4

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SCALE: 1" = 60'



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SEE SHEET 3 FOR CONTINUATION

THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR:

OKEECHOBEE COUNTY

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS



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BOCA RATON, FLORIDA 33434
(561) 791-9280
CERT. NO. LB0003110



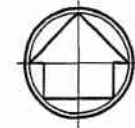
REVISION	DWN	DATE	FB/PG	CKD

7TH AVENUE
PROPOSED 20' DRAINAGE EASEMENT
OKEECHOBEE COUNTY, FLORIDA

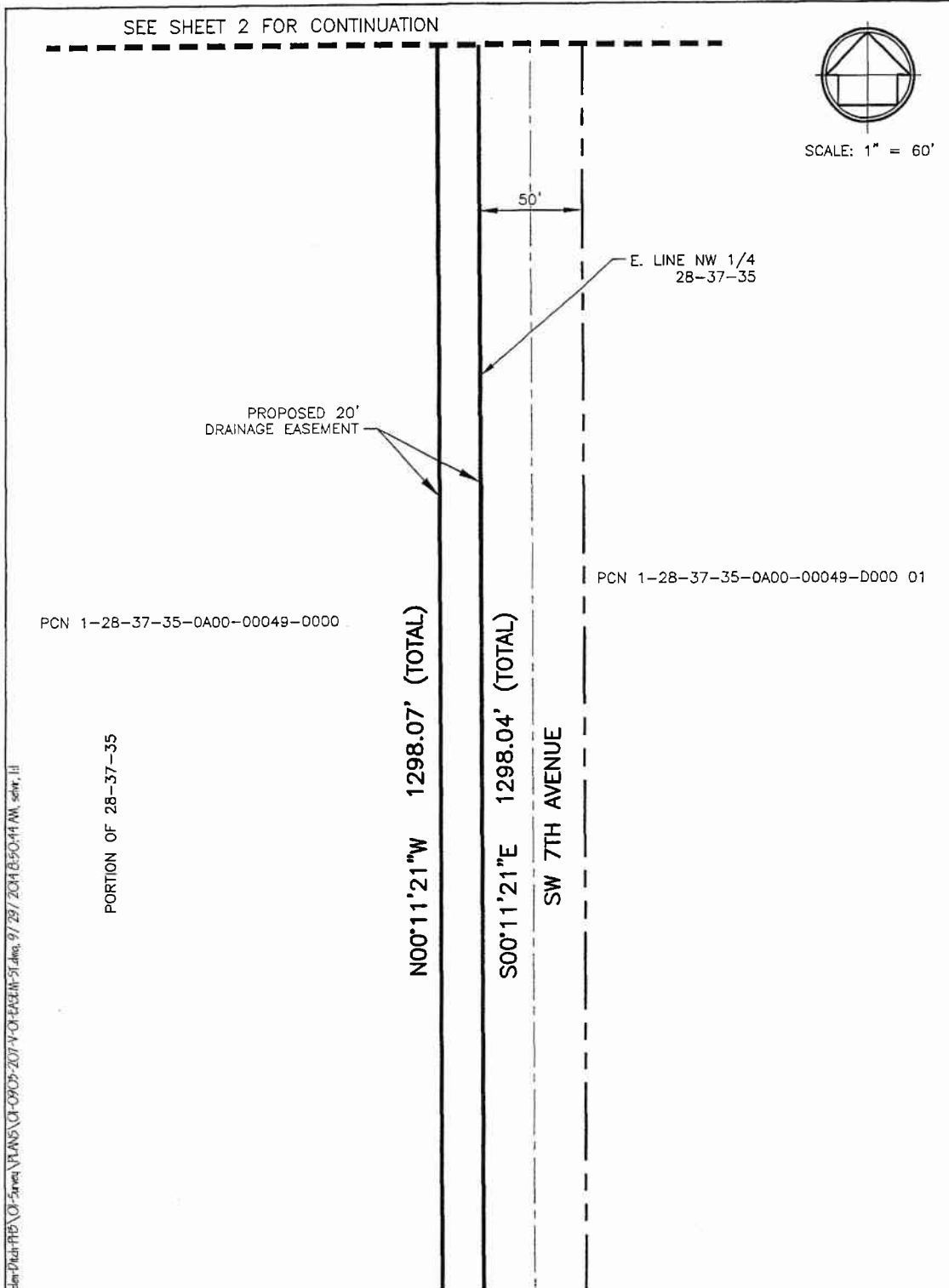
PROJECT NUMBER: 14-0903-207

FILE NAME: 01-0903-207-V-01-EASEM-ST.dwg SHEET 2 OF 4

SEE SHEET 2 FOR CONTINUATION



SCALE: 1" = 60'



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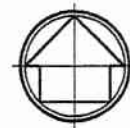
PREPARED FOR:
OKEECHOBEE COUNTY

SKETCH & DESCRIPTION	SEE	DATE	N/A	RDK
REVISION	DWN	DATE	FB/PG	CKD

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS—PLANNERS—SURVEYORS
7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-9280
CERT. NO. LB0003110

7TH AVENUE
PROPOSED 20' DRAINAGE EASEMENT
OKEECHOBEE COUNTY, FLORIDA
PROJECT NUMBER: 14-0903-207
FILE NAME: 01-0903-207-V-01-EASEM-ST.dwg SHEET 3 OF 4

SEE SHEET 3 FOR CONTINUATION



SCALE: 1" = 60'

PROPOSED 20' DRAINAGE EASEMENT

50'

N00°11'21"W 1298.07' (TOTAL)

S00°11'21"E 1298.04' (TOTAL)

SW 7TH AVENUE

PCN 1-28-37-35-DA00-00049-D000 01

PCN 1-28-37-35-DA00-00049-0000

PORTION OF 28-37-35

E. LINE NW 1/4 28-37-35

NORTH RIGHT OF WAY LINE SW 28TH STREET

SW 28TH STREET

S89°23'14"W 20.00'

THIS IS NOT A BOUNDARY SURVEY

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER MTS 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM,

ROBERT D. KEENER
PROFESSIONAL SURVEYOR AND MAPPER #4846

9/29/14

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS

7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-9280
CERT. NO. LB0003110



SKETCH & DESCRIPTION	SEE	DATE	N/A	RDK
REVISION	DWN	DATE	FB/PG	CKD

7TH AVENUE
PROPOSED 20' DRAINAGE EASEMENT
OKEECHOBEE COUNTY, FLORIDA

PROJECT NUMBER: 14-0903-207

FILE NAME: 01-0903-207-V-01-EASEM-ST.dwg SHEET 4 OF 4

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **REJECTION OF MEMORANDUM OF AGREEMENT FOR A RECRUITMENT BONUS FOR THE INSTRUCTIONAL AND CLASSIFIED BARGAINING UNITS**

DATE: January 20, 2015

RECOMMENDATION:

That the Board reject a Memorandum of Agreement for Recruitment Bonus for the Instructional and Classified Bargaining Units which would provide for a one-time bonus for employees who recruit a new instructional employee and a recruitment bonus for the new instructional employee.

BACKGROUND INFORMATION:

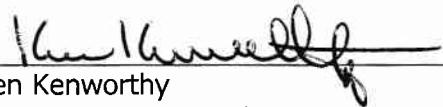
This MOA was voted on by both bargaining units on December 4, 2014. The voting results were:

	<u>For</u>	<u>Against</u>	
Instructional Unit	66	84	(Rejected)
Classified Unit	60	28	(Ratified)

The MOA contained two conditions regarding the recruitment bonus. While #1 and #2 both apply to the Instructional unit, only #2 is applicable to the Classified bargaining unit. Since the Classified unit ratified and the Instructional unit did not ratify the MOA, and since the language in the MOA had slightly different implications for each unit, it would not be procedurally correct to adopt the MOA as is. Both parties to the MOA agreed to rewrite the MOA to apply only to the Classified unit and to conduct another ratification vote of the Classified bargaining unit.

The Memorandum of Agreement is attached.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

Memorandum of Agreement
between
The Okeechobee County Education Association #1604
and
The School District of Okeechobee County
Instructional and Classified Personnel Units

Re: Recruitment Bonus


An agreement has been reached between the Okeechobee County Education Association #1604 and the School Board of Okeechobee County regarding Recruitment Bonuses.

Recruitment Bonuses will be paid in the following manner:

1. **Newly Hired Instructional Employees** - Effective October 1, 2014, newly hired instructional employees will receive a one-time \$500 bonus after completing the necessary hiring documents, presenting a teaching certificate or statement of eligibility, and remaining employed for a minimum of 30 school days.
2. **Current Employees** - Effective October 1, 2014, current employees will be eligible to receive a one-time \$350 bonus for recruiting an instructional staff member. Eligibility for this bonus will be conditional on the requirements listed above for the new hire and will be earned at the same time the newly hired employee earns his/her bonus. The newly hired employee will be asked to submit a form at the time of hire naming the individual eligible to receive the recruiting bonus.

This Memorandum of Agreement will expire June 30, 2016, unless otherwise negotiated.

For the Board:




Ken Kenworthy
Superintendent
Okeechobee County School Board

10/28/14

Date

For the Association:



Lisa Harwas
President
Okeechobee County Education Association #1604

10/29/14

Date

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **RATIFICATION OF MEMORANDUM OF AGREEMENT FOR RECRUITMENT BONUS FOR THE CLASSIFIED UNIT**

DATE: January 20, 2015

RECOMMENDATION:

That the Board ratify a Memorandum of Agreement for the Classified Bargaining Unit for a Recruitment Bonus.

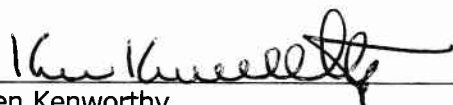
BACKGROUND INFORMATION:

The Classified bargaining unit voted on and ratified the MOA on December 18, 2014. The voting results were:

<u>For</u>	<u>Against</u>
84	16

The Memorandum of Agreement is attached.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

Memorandum of Agreement
between
The Okeechobee County Education Association #1604
and
The School District of Okeechobee County

Classified Personnel Units

Re: Recruitment Bonus

An agreement has been reached between the Okeechobee County Education Association #1604 and the School Board of Okeechobee County regarding Recruitment Bonuses.

Recruitment Bonuses will be paid in the following manner:

Current Classified Employees - Effective October 1, 2014, current Classified employees will be eligible to receive a one-time \$350 bonus for recruiting an instructional staff member. Eligibility for this bonus will be conditional on the requirements listed above for the new hire and will be earned at the same time the newly hired employee earns his/her bonus. The newly hired employee will be asked to submit a form at the time of hire naming the individual eligible to receive the recruiting bonus.

This Memorandum of Agreement will expire June 30, 2016, unless otherwise negotiated.

For the Board:




Ken Kenworthy
Superintendent
Okeechobee County School Board

12/10/14

Date

For the Association:



Lisa Harwas
President
Okeechobee County Education Association #1604

12/10/14

Date

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **2014-15 CLASS SIZE REDUCTION COMPLIANCE PLAN**
DATE: January 20, 2015

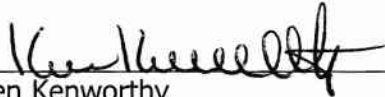
RECOMMENDATION:

That the Board approve the 2014-15 Class Size Reduction Compliance Plan.

BACKGROUND INFORMATION:

An appeal has been filed with the Florida Department of Education regarding the outcome of the District's October, 2014, FTE student survey. Pending DOE's decision on the District's appeal, a February 1, 2015, deadline must be met for submission of the District's plan to meet class size requirements. This report includes explanations and strategies for meeting class size requirements in the event that DOE does not accept the District's appeal of the October, 2014, FTE data. The 2014-15 Class Size Reduction Compliance Plan is attached.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

2014-15 Class Size Reduction Compliance Plan

For each school not in compliance with class size requirements pursuant to section 1003.03, F.S., this template may be used to submit a brief explanation of the school's plan to meet class size requirements for the October 2015 FTE student survey. In order to participate in the restoration calculation authorized in section 1003.03(4)(e), F.S., plans must be submitted by February 1, 2015. Class size reduction implementation strategies listed in sections 1003.03(3) and (5), F.S., may be considered, in addition to strategies not listed in statute, in order to meet class size requirements. This template may be duplicated as necessary to accommodate the number of schools for which plans are being submitted. The compliance plan must be certified by the school board or the charter school's board of directors. The signature below acknowledges your approval of the compliance plan.

Signature of District School Board or Charter Board of Directors Chair or Designee Approving Plan

District Name Okeechobee

District Number 47

School Name Okeechobee High School

School Number 0101

Summary of School's Plan:

There was a conflict between the FISH numbers at Okeechobee High School and Okeechobee High School/Freshman Campus. These two schools were previously reported under two separate MSID numbers. The two schools were merged into one school and the same room number was reported from each campus with identical section numbers. We have developed a new system for numbering the sections at OHS/FC so that they will not conflict with sections at OHS. At no time were there more students in the identified sections than allowable under class size (25).

District Name Okeechobee

District Number 47

School Name South Elementary

School Number 0112

Summary of School's Plan:

At South Elementary, the language impaired students were placed into one course and one section that covered the entire day. The original schedule of the language students shows students grouped at various times during the day with two-five students in each group. The established practice of creating a schedule that accurately reflects the dates and times of students receiving services has been reviewed with the Data Processor and the Principal of the school. At no time were there more students in the identified sections than allowable under class size (18/22).

District Name Okeechobee

District Number 47

School Name Everglades Elementary

School Number 0171

Summary of School's Plan:

At Everglades Elementary, a student who was Administratively Placed into 4th grade after the school year began remained on the course list of the 3rd grade classroom she was originally enrolled. The one course was not properly withdrawn. The student has now been withdrawn correctly and the Data Processor has reviewed correct withdrawal procedures. As all other courses were withdrawn correctly, this appears to be an isolated clerical error. At no time were there more students in the identified sections than allowable under class size (18).

District Name Okeechobee

District Number 47

School Name North Elementary

School Number 0161

Summary of School's Plan:

The one course section that was over the class size limit at North Elementary included students who were receiving inclusion services in a first grade Social Studies course and all other sections of that course in that grade were at capacity. The three students who were receiving inclusion services were not correctly reported as receiving those services. This reporting error has been corrected. Training on how to report inclusion students will be included in an upcoming training session for Data Processors. The three students who were placed in this Social Studies section have been removed and are receiving instruction in their full-time classroom.

As an extenuating circumstance, there had already been one split class (first/second grade) created to alleviate overcrowding in 1st and 2nd grade. A teacher shortage exists in our district that has made it difficult to keep pace with student movement throughout the district. During October there were nineteen classroom teacher vacancies, thirteen of which were at the elementary level. For a district our size, with only five elementary schools housing approximately 3,000 students, this is a large number of vacancies. The district has participated in multiple recruitment fairs, posting sites, and collaboration with local universities to alleviate this shortage. The nineteen classrooms have been staffed with permanent substitutes which is not an ideal learning situation for students. There were not sufficient applicants available to justify creating additional positions as we would have been placing substitute teachers into the positions.

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **BID FOR LAWN CARE SERVICES AT OKEECHOBEE HIGH SCHOOL**
DATE: January 20, 2015

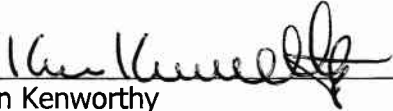
RECOMMENDATION:

That the Board approve the low bid in the amount of \$26,900.00 per year submitted by Nunez Lawn Care & Landscaping, Inc. for lawn care services at Okeechobee High School.

BACKGROUND INFORMATION:

The bids were opened December 3, 2014, at 2:00 p.m. in the Director of Operations office. The bid tabulation sheet is attached. All bid documentation is available upon request in the office of the Director of Operations.

RECOMMENDED BY:




Ken Kenworthy
Superintendent of Schools

**LAWN CARE SERVICE
 OKEECHOBEE HIGH SCHOOL
 BID TAB SHEET
 December 3, 2014-2:00PM**

REQUIRED FORMS

COMPANY	BASE BID	Addendum No. 1	Chemical Certification	REQUIRED FORMS				PUBLIC ENTITY
				DRUG FREE	INS.	REF.	QUEST.	
RIVERSIDE LAND MAINTENANCE	\$28,000			X	X	X	X	X
NUNEZ LAWCARE	\$26,900			X Stated on Ins.	X	X	X	X


 Brian Barrett, Director of Operations


 Witness

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **CONTRACT FOR LAWN CARE SERVICES AT OKEECHOBEE HIGH SCHOOL**

DATE: January 20, 2015

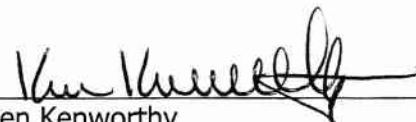
RECOMMENDATION:

That the Board approve a three-year agreement with Nunez Lawn Care & Landscaping, Inc., (contingent upon Board approval of the bid [Agenda Item IV.H.]) for lawn care services at Okeechobee High School in the amount of \$26,900.00 per year.

BACKGROUND INFORMATION:

This is a new contract with an option to renew for an additional three-year period. The contract is attached and is available upon request in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

OKEECHOBEE COUNTY SCHOOL BOARD

CONTRACT

This AGREEMENT made as of the 20th day of January 2014 , BY AND BETWEEN Nunez Lawncare and Landscaping Inc. (hereinafter called the "CONTRACTOR"), and OKEECHOBEE COUNTY SCHOOL BOARD (hereinafter called the "OWNER").

WITNESSETH:

The CONTRACTOR and the OWNER, for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and labor necessary to perform all of the work described in the BID DOCUMENT titled "Lawn Care Services at Okeechobee High School" attached to and made part of this CONTRACT AGREEMENT.

The CONTRACTOR shall do everything required in the BID DOCUMENTS and CONTRACT. The CONTRACTOR and all subcontractors shall not discriminate against any employee or application for employment because of race, religion, color sex, national origin or age. The said BID DOCUMENTS are by reference made a part and parcel of this agreement, the same as if they were written herein word for word.

ARTICLE 2. CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract the sum of \$2,241.67 for the first month of service and \$2,241.67 per month thereafter for a total of \$26,900.00 per year. The OWNER also agrees to pay the sum of -0- for an initial clean up charge (one time fee), in addition to the normal monthly fee if applicable.

ARTICLE 3. ACCEPTANCE AND PAYMENTS

Payments will be made once each month upon receiving appropriate invoice from the CONTRACTOR.

ARTICLE 3.01. SPECIAL TERMS AND CONDITIONS

Length of Contract

Prices shall remain firm for a period of three (3) years from date of award of the bid. The contract may be renewed for an additional three (3) year period upon agreement between owner and contractor. Prices and service for a renewal contract must remain as in the original contract. The contract may be terminated upon ninety (90) day written notice by the awarded contractor, and a thirty (30) day notice by the District.

ARTICLE 4. CONTRACT TERMINATION

In the event this Contract is terminated by the OWNER for failure of the CONTRACTOR to comply with the terms of the contract, then in that event, the CONTRACTOR shall be liable to and pay the OWNER any and all damages which the OWNER may sustain by failure of the CONTRACTOR to comply with the terms of the Contract.

ARTICLE 5. CONTRACTOR'S INSURANCE

All insurance requirements as specified in the BID DOCUMENTS (attached) shall be followed. The CONTRACTOR shall not commence work under this contract until proof of compliance with the provisions of the insurance requirement has been documented.

ARTICLE 6. SPECIFICATIONS

All Specifications stated in the BID DOCUMENTS (attached) shall be followed.

ARTICLE 7. GENERAL CONDITIONS

Item 1. Proof of Insurance:

Proof of insurance shall be furnished by the successful contractor as listed under Article 5: Contractor's Insurance.

During the term of this Contract the CONTRACTOR shall indemnify, hold harmless, and defend the School Board of Okeechobee County, Florida, its agents, servants and

employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the OWNER, its agents, servants and employees may pay or become obligated to pay on every claim or demand or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the CONTRACTOR his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the OWNER for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the OWNER'S property, or death of any person, of a group or organization, whether employed by the CONTRACTOR or otherwise.

Item 2. Qualification of Contractor

In order to be qualified, the CONTRACTOR must present evidence that he/they is/are currently licensed in Okeechobee County.

Furthermore, the Agreement will only be entered into with responsible contractors, found to be satisfactory by the OWNER, qualified by experience and appropriate equipment, and in a financial position to do the work specified. The CONTRACTOR must have been in business and have a record of successful continuous operation for at least three years.

Item 3. Familiarity with Laws

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him/her from responsibility.

Item 4. Permits

No City or County permit or inspection fees are required for work on school property, but normally will be required when the contract calls for connecting into facilities in a public road right-of-way or other off site locations. The Notice to Proceed shall serve as a Permit for this project.

Item 5. Extra Work


No claims for "EXTRA WORK" will be allowed unless authority for same, in writing, has been obtained from the OWNER.


Item 6. Disputes

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the OWNER shall be final and binding on both parties.

The CONTRACTOR hereby attests to full and complete understanding of the CONTRACT PROVISIONS, the INSURANCE REQUIREMENTS and the HOLD HARMLESS PROVISIONS.

IN WITNESS WHEREOF the said CONTRACTOR and OWNER respectively have caused this Contract to be executed by their duly authorized officers on the day and year first above written



WITNESS


WITNESS

NUNEZ LAWCARE AND LANDSCAPE, INC.

By: 

Mario Nunez
Vice President

ATTEST

OKEECHOBEE COUNTY SCHOOL BOARD

Ken Kenworthy
Superintendent

Joe Arnold
Chairperson

Reviewed by Board Attorney

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AMENDMENT TO HEALTH RISK MANAGEMENT AGREEMENT WITH HEALTHSTAT, INC.**
DATE: January 20, 2015

RECOMMENDATION:

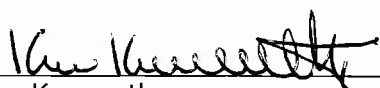
That the Board approve an amendment to the current agreement with Healthstat, Inc. for continued Health Risk Management services for employees through the Employee Wellness Center.

BACKGROUND INFORMATION:

The amendment to the agreement with Healthstat, Inc. reflects an increase of \$5.00 per month per participating employee with an anticipated total increase of approximately \$23,010.00 through June 30, 2015. This is the second amendment to the agreement dated October 12, 2010, for health risk management services. At that time, the agreement included a per employee per month (pepm) cost of \$35.52. On January 15, 2013, the first amendment to the agreement reduced the pepm cost to \$32.40. Now, due to rising costs, Healthstat, Inc. is requesting an increase to \$37.40 pepm. This results in an overall 5% increase as compared to our original cost in 2010.

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

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

AMENDMENT #2 TO HEALTH RISK MANAGEMENT AGREEMENT

This Amendment to the Health Risk Management Agreement (the "Amendment") is made and entered into this 13th day of November, 2014, by and between Healthstat, Inc., a North Carolina Corporation ("HS") and The School District of Okeechobee County, a Florida Educational Institution ("Employer").

WHEREAS, HS and Employer executed a Health Risk Management Agreement (the "Agreement") dated October 12, 2010 and have mutually agreed to amend the Agreement as set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Effective January 1, 2015 through June 30th, 2015:

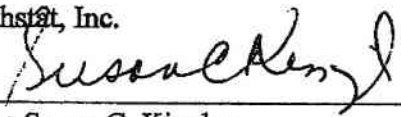
Program Administration Fees.

- The program administration fee will increase from a capitated rate of \$32.40 per employee per month to a new capitated rate of \$37.40 per employee per month and includes Rx and lab cost.
- The minimum number of employees per month is 767
- This capitated rate does not include the costs associated with Health Risk Assessments (Including Health and Wellness Questionnaire and Labs (Lipid Panel and Glucose testing)) performed in the clinic.

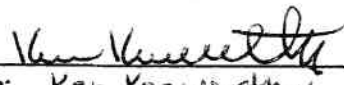
The terms and conditions of the Agreement shall remain in full force and effect except as expressly amended hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Healthstat, Inc.

By: 
Name: Susan C. Kinzler
Title: CFO & Executive Vice President
Date: 11/13/2014

The School District of Okeechobee County

By: 
Name: Ken Kenworthy
Title: Superintendent
Date: 12/1/14

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH CHILDREN'S HOME SOCIETY OF FLORIDA, CINS/FINS**

DATE: January 20, 2015

RECOMMENDATION:

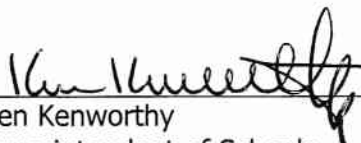
That the Board approve a Memorandum of Understanding with Children's Home Society of Florida, Child In Need of Services/Family In Need of Services (CINS/FINS), to join in a cooperative venture to operate a CINS/FINS program.

BACKGROUND INFORMATION:

This is a new agreement. CINS/FINS will provide counseling services to identified students and their families at no cost to the District in exchange for office space and related services at the Okeechobee Achievement Academy. A counselor will assist identified students and families to address areas of need consistent with improving school success. This is a continuing contract that may be cancelled by either party with a 60-day written notification.

The Memorandum of Understanding is attached and is available upon request in the office of the Assistant Superintendent for Administrative Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
Between Children's Home Society of Florida, Child in Need of Services/ Family in Need of Services
And
The School Board of Okeechobee County, Okeechobee, Florida

This memorandum of understanding certifies the intent of Children's Home Society of Florida, Child in Need of Services/ Family in Need of Services (CINS/FINS) and the School Board of Okeechobee County, Florida (School Board) to join in a cooperative venture to operate a CINS/FINS Program. Toward this end both parties agree that:

- 1) Children's Home Society (CHS), CINS/FINS representative will have office space at Okeechobee Achievement Academy, located at 1000 NW 34th St., Okeechobee, Fl. 34972
- 2) A Site Agreement must be agreed upon and signed by the Principal of Okeechobee Achievement Academy and the Children's Home Society of Florida Director.
- 3) The School Board will provide office space, janitorial services, utilities, phone and internet access as an in-kind donation to the CHS, CINS/FINS administration office located 1000 NW 34th Street, Okeechobee, Fl. 34972. CHS, CINS/FINS will follow all rules and regulations of Okeechobee County School District IT use policy.
- 4) CHS will provide a CINS/FINS counselor offering services to all identified eligible Okeechobee students and will be supervised by a Program Supervisor who will be located off site.
- 5) During the term of this agreement, the Agency shall maintain professional and liability insurance in the amount of one million dollars (\$1,000,000) for itself and all employees/subcontractors providing services to the School Board. The Okeechobee County Schools shall be named as an additional insured. As evidence of such coverage, the Agency shall furnish the School Board with applicable Certificate(s) of Insurance prior to commencing services and annually thereafter.
- 6) The Agency will comply with all Federal and State Civil Rights laws, Antidiscrimination laws and Anti-Bullying laws and regulations including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 as amended (Non-Discrimination against the Handicapped), and the Americans with Disability Act. In addition, the agency will comply with the requirements of Florida Statute 1012.465 (the Jessica Lunsford Act). It is expressly understood that upon receipt of competent and persuasive evidence of such discrimination/bullying, the School Board shall have the right to terminate this Agreement for breach. (Board Policies 3.33, 5.321 and 6.43)
- 7) In these aforementioned areas, and in all other areas, CHS, CINS/FINS and the School Board shall cooperate closely in all matters. This Memorandum of Understanding can be modified at any time, provided both parties agree to modification. It evidences the honest intentions and professional commitments of both parties.
- 8) Information pertaining to students enrolled in the Okeechobee County School System will be provided to CHS CINS/FINS personnel only with permission of the legal parent or guardian according to Florida Statutes and the Family Education Rights and Privacy Act (FERPA).
- 9) The term of this Memorandum of Understanding shall be from October 17, 2014 to October 16, 2015 and is automatically extended for one calendar year, unless one or both parties request its modification or cancellation. Either party may also cancel this memorandum of understanding sixty days after written notification is given to the other party.

**For: Children's Home Society of Florida,
CINS/FINS**

For: Okeechobee County School Board

Matthew Anderson
Director

Ken Kenworthy
Superintendent of Schools

Witness

Witness

Date: _____

Date: _____

Reviewed by Board Attorney

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENTS WITH CATAPULT LEARNING, LLC**
DATE: January 20, 2015

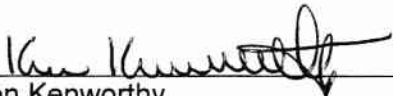
RECOMMENDATION:

That the Board approve a Software Master License Agreement and a Professional Services Agreement with Catapult Learning, LLC, for consulting support and professional development services at South Elementary School for the remainder of the 2014-15 school year for a combined cost of \$9,176.45.

BACKGROUND INFORMATION:

These are new agreements for South Elementary School to implement Literacy First and My Data First programs which address targeted literacy needs of students. Funding will be from the Title I, Part A, grant. The agreements are included in Board member agendas and are available upon request in the office of Grants & Special Programs.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

Catapult Learning

Software Master License Agreement

THIS AGREEMENT dated for reference the 8th day of December 2014:

BETWEEN:

Catapult Learning, LLC, with an office located at 2 Aquarium Drive, Suite 100, Camden, NJ 08103 (the "Supplier")

OF THE FIRST PART

- and -

Okeechobee County School District, with an office located at 700 SW 2nd Avenue, Okeechobee, FL 34974 (the "Customer" or "District")

OF THE SECOND PART

A. **WHEREAS** the Supplier is the owner of an online technology system, software and associated documentation known as "MyDataFirst", for use as a tool for managing, aggregating, or analyzing student education and testing information.

B. **WHEREAS** the Supplier has agreed to grant a license to the Customer in respect to the use of the online technology system, software and associated documentation known as "MyDataFirst", and provide technical support services related thereto; subject to the terms of this Agreement; and

C. **WHEREAS** Customer desires to acquire a license to use the online technology system, software and associated documentation known as "MyDataFirst" and contract with Supplier to provide certain services in connection therewith.

NOW THEREFORE in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party to the other, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. INTERPRETATION

1.1 **Definitions.** In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

"**Agreement**" means this agreement and any schedule, appendix, addendum or amendment which is signed by the parties and which references this Agreement.

“Business” means the Customer’s business of providing online education programs to its students and schools.

“Business Day” means any day, other than Saturday, Sunday or any statutory holiday in the State.

“Claim” has the meaning attributed to such term in section 15.1 of this Agreement.

“Confidential Information” means any business, marketing, technical, scientific or other information disclosed by a party and relating to such party’s operations, products, pricing, designs, plans, strategy, customers, business opportunities, finances, research, development, know-how, trade secrets or employees, and, at the time of disclosure, is designated as confidential, is disclosed in circumstances of confidence, or would be understood by the receiving party, exercising reasonable business judgment, to be confidential.

“Delivery Date” means December 8, 2014.

“Documentation” means user manuals, reference manuals, on-line help or other printed material or instructions accompanying the Software.

“Error” means any situation where Software:

- (a) does not operate in accordance with the Software system operations guide, the software installation guide, or the specifications set out in any Schedule attached hereto;
- (b) produces incorrect results; or
- (c) encounters any other problem or issue.

“Licensed User(s)” means any Student or staff member of the Customer who has been granted access to the Software by the Customer or the Customer’s consultants and contractors who are granted access for Business purposes.

“Person” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency.

“Software” means the computer software known as “MyDataFirst” in object code form including the media on which it is stored attached hereto and including any customizations Documentation and Updates relating thereto.

“Enrollment” means a Student enrolled in a School during the School year.

“School” means South Elementary School

“State” means the State of Florida.

“Student” means one named individual at a School in the District during the school year.

“**Term**” has the meaning attributed to such term in Section 8.1 of this Agreement.

“**Updates**” mean the object code revisions to the Software that are generally made available to then current Supplier licensees that have purchased the Supplier’s standard support services.

1.2 Headings. The inclusion in this Agreement of headings, subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Gender and Number. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Currency. In this Agreement, all amounts are stated and payable in lawful currency of the United States of America.

1.5 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the parties in connection with such subject matter except as specifically set forth or referred to in this Agreement.

1.7 Modification and Waiver. This Agreement may not be modified unless agreed to in writing by both the Customer and the Supplier. No extension of any time limit granted by a party shall constitute an extension of any other time limit or any subsequent instance involving the same time limit. No consent by a party to, nor waiver of, a breach by the other, whether express or implied, shall constitute a consent to or waiver of or excuse for any other different or subsequent breach, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused.

1.8 Counterparts. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, when taken together, shall constitute one and the same instrument.

1.9 Choice of Law/Jurisdiction. This Agreement shall be governed in all respects by, and construed and enforced in accordance with, the laws of the State, without regard to any rules governing conflicts of laws. The exclusive jurisdiction and venue for any legal action to enforce or interpret the terms of this Agreement shall be in the shall be in the Circuit Court of Okeechobee County, Florida, or in the United States District Court for the Southern District of Florida. The parties hereby submit to the venue and jurisdiction of said courts.

2. LICENSE

2.1 Grant of License. The Supplier hereby grants to the Customer and the Customer hereby accepts from Supplier a non-exclusive and non-transferable license (the “**License**”) for up to 500 Licensed Users to use the Software during the Term, as follows:

- (a) Customer may access and use the Software solely for the Customer's Business; and Customer may only grant access to the Software to its Licensed Users;
- (b) Title to the Software, documentation and all materials provided in connection therewith pursuant to this Agreement shall remain at all times in Supplier. All applicable rights to patents, copyrights, trademarks and trade secrets pertaining to the Software are and shall remain in Supplier; and
- (c) Customer agrees to use the Software for educational purposes, and only within the School. Customer agrees that it shall not make any additional copies of the Software and that it shall not modify the Software in any manner whatsoever without the prior written consent of Supplier. Customer agrees that it will not decompile, disassemble or attempt in any way to reverse engineer the Software or to develop a competing product based on the Software. Any modifications made to the Software, including all copyrights, patentable or unpatentable subject matter and trade secrets shall be owned by Supplier and Customer hereby assigns all its right, title and interest in any such modifications to Supplier.

2.2 Customer Permissions and Obligations.

- (a) Customer agrees that data entered into the MyDataFirst program through the MyDataFirst.com website will be hosted on Supplier servers. Supplier will exercise reasonable commercial efforts to maintain the MyDataFirst.com website and database(s) in compliance with applicable privacy of student records laws, including, without limitation, the encryption of data transmissions to and from the Supplier servers and website and the utilization of restricted, password access. However, compliance with applicable privacy of student records laws ultimately is the responsibility of Customer.
- (b) Customer agrees to exercise reasonable efforts to maintain accurate, up to date information, including demographic information. Customer further agrees that it will not enter inappropriate or contaminated data into the MyDataFirst program or myDataFirst.com website.
- (c) Customer agrees that Supplier may utilize such data, as aggregated and without personally identifying information, for research purposes. Customer disclaims and assigns to Supplier all right to and interest in any royalties or other benefits of research conducted by or on behalf of Supplier, including all publications relating thereto that are created or authored by or on behalf of Supplier.
- (d) Customer shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the MyDataFirst.com website and Software and all charges related thereto.

2.3 Limitations on Grant of License. The license granted pursuant to section 2.1 of this Agreement does not permit the Customer to, and the Customer agrees that it will not:

- (a) access or use the Software for any use or purpose other than for the Customer's Business purposes;
- (b) access or use the Software on any computer hardware or equipment other than the Designated Equipment;

- (c) provide, lease, lend, use for timesharing, application service provider or service bureau purposes, or otherwise use or allow others to use the Software for their own benefit or for the benefit of third parties;
- (d) modify, incorporate into or with other software, or create a derivative work of any part of the Software;
- (e) copy, reproduce or duplicate the Software, by any means or in any manner, except as specifically provided herein for backup purposes;
- (f) use the Software in any manner not contemplated by the Documentation; or
- (g) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatever.

3. DELIVERY AND INSTALLATION

3.1 Grant of Access. The Supplier will grant online access to the Software and electronic and or hard copies of the Documentation to the Customer on the Delivery Date. The Supplier will advise the Customer promptly of any expected delay in the Delivery Date.

3.2 Websites Links, Trademarks, Service Marks. For the term of this Agreement, Customer may maintain a link on its website or Intranet to the MyDataFirst.com website. Except as expressly provided herein, Customer shall not use any trademark, trade name or service mark (whether registered or not) of Supplier without the express prior written consent of Supplier.

3.3 Customer Responsibilities. The Customer agrees to maintain a proper operating environment for the Software.

4. SUPPLIER'S SERVICES. Supplier shall provide Customer with the following services (the "Services") in connection with the License:

- (a) Supplier will provide password-protected access to the MyDataFirst.com website for the Licensed Users.
- (b) Supplier shall annually provide Customer with four Technical Support Calls to Supplier or its designated technical support agent at no charge. At Customer's option, Supplier will provide additional Technical Support Calls at a rate of \$25 per call starting with the fifth phone call from anyone in the District to Supplier Technical Support.
- (c) Supplier shall provide Customer with the reports, in accordance with the rate structure and approximate timetable set forth therein.
- (d) Any customization of the Software or consulting tasks requested by Customer outside the Services must be negotiated with Supplier on a case by case basis.

5. CHARGES AND PAYMENT

5.1 **Payment.** In consideration of the grant of the License contained in this Agreement, the Customer agrees to pay the Supplier the fees set out below:

- a) **License Fee.** A License fee of Two Thousand dollars (\$2,000) (the "License Fee") will be due and payable by Customer to Supplier upon the execution of this Agreement.
- b) **Technical Support Fees.** In the event that Customer purchases additional Technical Support Calls in excess of the four (4) provided under the Agreement, Supplier will invoice Customer for such Technical Support Fees on a monthly basis at a rate of \$25.00 for each such Technical Support Call. Payment on such invoice shall be due within thirty (30) days from the date of said invoice.
- c) **Additional Technical Support or Consulting.** Other than as set forth in Section 4, any additional technical support or consulting services must be separately negotiated with Supplier on a case by case basis.

6. TAXES

6.1 All charges and fees provided for in this Agreement are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. The Customer agrees to pay or reimburse the Supplier for all federal, State, or local sales, VAT, use, personal property, import, export, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement. In no event shall Customer be obligated to pay any tax paid on the income of Supplier or paid for Supplier's privilege of doing business.

7. PROPRIETARY RIGHTS

7.1 **Property Rights.** The Customer acknowledges as follows:

- (a) the Software is licensed, not sold;
- (b) all right, title, interest, ownership rights, and all intellectual property rights in and to the Software (including without limitation the related source code, object code and Documentation) are and shall remain solely and exclusively in the Supplier and/or its Suppliers;
- (c) the Customer agrees not to take any action to jeopardize, limit or interfere in any manner with the Supplier's (or its Supplier's) ownership of or rights in or to the Software;
- (d) the Customer acquires no right, title or interest whatsoever in or to the Software except the right to use the Software during the Term as specifically provided in this Agreement; and
- (e) the Customer acknowledges that the Software is protected by copyright and other intellectual property laws and by international treaties and agrees to use commercially reasonable efforts to abide by all applicable laws, regulations and treaties in regard thereto.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement (the "Term") is for one (1) year from the date of this Agreement, unless earlier terminated in accordance with the provisions of this Agreement.

8.2 Renewal. At the expiration of the initial term of this Agreement, Customer shall have the option to renew the license for an additional one (1) year period.

8.3 Termination by Supplier. Without limiting any other rights or remedies available to the Supplier, at law or in equity, the Supplier has the right to terminate this Agreement upon thirty (30) days written notice to the Customer, if:

- (a) the Customer is in breach or default of any of its obligations under this Agreement, and such breach or default continues unrectified for thirty (30) business days following the provision of written notice of such breach or default to the Customer;
- (b) the Customer voluntarily enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against the Customer under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law and such petition is not discharged with sixty (60) days after its filing, or a receiver, trustee or similar person is appointed with respect to the Customer's assets;
- (c) the Customer ceases to carry on its business; or
- (d) the Supplier has not received any undisputed payment when due under this Agreement.

8.4 Termination by Customer. Without limiting any other rights or remedies available to the Customer, at law or in equity, the Customer has the right to terminate this Agreement upon thirty (30) days written notice to the Supplier, if:

- (a) the Supplier is in breach or default of any of its obligations under this Agreement, and such breach or default continues unrectified for thirty (30) business days following the provision of written notice of such breach or default to the Supplier;
- (b) the Supplier voluntarily enters into proceedings in bankruptcy or insolvency, is adjudged to be bankrupt or insolvent, a petition is filed against the Supplier under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law and such petition is not discharged with sixty (60) days after its filing, or a receiver, trustee or similar person is appointed with respect to the Supplier's assets; or
- (c) the Supplier ceases to carry on its business.

8.5 Effect of Expiration or Termination. Upon termination of this Agreement for any reason whatsoever, the License that the Customer has to use any Software will terminate

immediately and the Customer shall, at the Supplier's option, destroy or return all Software, Documentation and all Confidential Information of the Supplier.

9. EVENTS OF DEFAULT. The following events shall be considered Events of Default:

9.1 *Events of Default by Supplier.* If any covenant, representation or warranty made by Supplier is untrue at the time it was made; or if Supplier fails to perform pursuant to this Agreement.

9.2 *Events of Default by Customer.* If any covenant, representation or warranty made by Customer is untrue at the time it was made, or if Customer fails to pay any fee due to Supplier or otherwise fails to perform pursuant to this Agreement.

10. NOTIFICATION AND CURE. Upon the happening of any Event of Default under this Section, the non-defaulting party shall notify the defaulting party in writing, and the defaulting party shall have thirty (30) days to cure the Event of Default. If the defaulting party fails to cure the Event of Default within thirty (30) days, the non-defaulting party may terminate this Agreement.

11. REMEDIES.

- (a) If Supplier terminates this Agreement because of the happening of an Event of Default by Customer, then Supplier shall be entitled to all fees earned or due through the expiration of the current term of this Agreement, or until all Confidential Information is returned to Supplier, with no operable copies being retained, whichever date is later.
- (b) CUSTOMER EXPRESSLY AGREES THAT USE OF THE MYDATAFIRST.COM WEBSITE AND SOFTWARE IS AT CUSTOMER'S SOLE RISK. NEITHER SUPPLIER, ITS PARENT, SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE MYDATAFIRST.COM WEBSITE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE MYDATAFIRST.COM WEBSITE OR SOFTWARE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE MYDATAFIRST.COM WEBSITE OR SOFTWARE.
- (c) THE ABOVE WARRANTY IS THE ONLY WARRANTY MADE BY SUPPLIER, AND SUPPLIER MAKES, AND LICENSEE RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SUPPLIER EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY LIABILITIES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE.
- (d) Notwithstanding anything herein to the contrary, the Supplier's entire liability, and the Customer's sole and exclusive remedy, for a breach of the

aforementioned warranty shall be, at the Supplier's sole option, for the Supplier to:

- (a) return the License Fee paid by the Customer for the Software;
- (b) provide a fix, patch or work-around for the problem;
- (c) replace the Software with software or products that have similar functionality; or
- (d) use all commercially reasonable efforts to promptly correct the breach.

12. LIMITATION ON LIABILITY. Without limiting the generality of Section 11 inclusive, the maximum total liability of the Supplier, and its suppliers, directors, officers, agents, representatives, shareholders and employees, for any claim whatsoever, under any circumstances, regardless of the cause of action and including without limitation claims for breach of contract, tort, negligence or otherwise, and the Customer's sole remedy therefore, shall be strictly limited to an award for direct, provable damages not to exceed the amounts paid by the Customer to the Supplier hereunder. Notwithstanding anything within Section 11 herein contained, in no event whatsoever will the Supplier, its parent, subsidiaries, affiliates nor any of their respective officers, directors, employees, agents, third party content providers or Licensors be liable for any claim for punitive, exemplary or aggravated damages; damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of computer resources or any stored data; indirect, consequential or special damages of any kind; contribution, indemnity or set-off in respect of any claims against the Customer by any third party; any damages whatsoever related to any software that is not designed or manufactured by the Supplier or any computer hardware; or any damages whatsoever relating to interruption, delays, errors or omissions.

13. INFRINGEMENT. The Customer shall immediately notify the Supplier in writing of any claim, demand, action, suit or proceeding, threatened or actual, against the Customer, which relates to the Customer's use of the Software and in which it is alleged that the Customer has or may have infringed the trademark, patent, copyright or other similar intellectual property rights of any third party (a "Claim").

14. INDEMNIFICATION; OPTION TO DEFEND.

14.1 Indemnification by the Supplier for Claims. Supplier shall defend, indemnify and hold harmless Customer from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Software, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right. The Supplier, if it elects to do so by notice in writing to the Customer, may settle any Claim, in its sole discretion and in whatever manner that the Supplier deems appropriate, and, in that event, the Customer hereby appoints the Supplier as its lawful attorney, with full power of substitution, to do such things as the Supplier in its discretion considers necessary or desirable in order to defend and/or settle any such Claim, and such appointment, coupled with an interest, is irrevocable by the Customer. In the event that the Supplier elects to undertake the settlement of a Claim as herein provided, the Customer agrees to co-operate in all reasonable respects with the efforts of the Supplier in regard thereto, at the Supplier's expense.

14.2 Indemnification by the Customer. The Customer agrees to indemnify and hold the Supplier, its directors, officers, employees, agents, contractors and affiliates, harmless from and against any loss, damage or liability, including reasonable legal costs, that the Supplier may suffer or incur as a result of or in connection with any of the following:

- (a) the Customer's use of the Software in any manner not contemplated by the Documentation or the modification or unauthorized use of the Software;
- (b) the Customer's use of the Software in connection with any activity that is illegal, offensive or immoral or that infringes on the rights of privacy or publicity, or any intellectual or proprietary rights of any third party;
- (c) any claim or suit made by any client or customer of the Customer; or
- (d) any breach by the Customer of the Customer's obligations under this Agreement.
- (e) any indemnity by the Customer shall only be to the extent allowable by laws as the Customer does not waive its sovereign immunity.

15. DISCLAIMER. Except as expressly set out in section 11 above, the Supplier makes no representations, warranties or conditions, express, statutory or implied, with respect to the Software, the Documentation or any services to be provided by the Supplier hereunder. The Supplier expressly disclaims all other representations, warranties or conditions, including without limitation any implied or statutory warranties or conditions of merchantability, title, non-infringement or fitness for a particular purpose. The Supplier does not warrant that the Software will meet the Customer's requirements nor that it will function uninterrupted, error free or that all defects in the Software will be corrected. The Supplier makes no representation or warranty regarding accessibility to, or the privacy or security of, any of the Customer's information, files or data. The Customer assumes the entire risk as to the results and performance of the Software. The Customer acknowledges that it has or will have independently determined that the Software meets its business requirements and that it has not relied on any representation by the Supplier as to the suitability of any item for any particular purpose. The Supplier does not represent or warrant that the Software will be capable of achieving any particular result or results in the Customer's business or operations. Except as expressly stated otherwise in this Agreement, Software is provided and licensed on an "as is" basis without warranty or representation of any kind.

16. CONFIDENTIALITY AND PUBLICITY

16.1 Confidentiality. Except for the specific rights granted by this Agreement, neither party shall use or disclose any Confidential Information of the other party, **INCLUDING PRICING INFORMATION.** A party receiving Confidential Information from the other shall use the same degree of care to protect the confidentiality of such Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care, including ensuring that such information is disclosed to employees and agents on a need to know basis and that all such employees and agents have agreed in writing not to disclose or use Confidential Information. Within fifteen (15) days of the request of the disclosing party, and in its sole discretion, the receiving party shall either return to the disclosing party originals and copies of any Confidential Information and all information, records and materials developed from them by the receiving

party, or destroy the same. Either party may only disclose the general nature, but not the specific terms and conditions, of this Agreement without the prior consent of the other party. The disclosure obligations contained herein shall continue for a period of ten (10) years after expiration or termination of this Agreement.

16.2 Privacy and Personal Information. Each party agrees that it will not, without the prior written consent of the other party, disclose or make available any Personal Information (as that term is defined in the *Personal Information Protection and Electronic Documents Act*) to any other person or entity except for designated employees of the other party who have a need to access the Personal Information in order to fulfill the terms of this Agreement. No employee shall be designated by either party to access the Personal Information disclosed or transferred by the other party unless such employee agrees to hold such Personal Information in confidence and private and limit the use of such Personal Information to the uses permitted hereby pursuant to and in accordance with a written covenant at least as restrictive as the covenant given by each party contained in this section.

16.3 Each party hereto agrees that the Personal Information provided to it by the other party hereto shall only be used for such purposes as are specified herein or as otherwise permitted in writing by the disclosing party and that the other party shall not sell, transfer or disclose such Personal Information to any other party or use the Personal Information for any other purpose other than the purposes of the Corporation specified in this Agreement. Each other party will follow all rules and regulations of the disclosing party with respect to the use, destruction, retention and security of the Personal Information disclosed by the disclosing party.

16.4 Supplier Confidential Information. Notwithstanding anything contained herein, all information concerning Supplier Software, and the Supplier's products and services, the Supplier benchmarks, pricing of the Supplier products and services, technical documentation concerning the Supplier's products and services, and information concerning future the Supplier products and services shall be deemed to be Confidential Information of the Supplier.

17. GENERAL PROVISIONS

17.1 Survival. The termination or expiration of this Agreement will not affect the survival and enforceability of any provision of this Agreement that is expressly or impliedly intended to remain in force after such termination or expiration.

17.2 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Supplier may assign this Agreement or any duty or obligation or performance or payment hereunder to its successor or any entity acquiring all or substantially all of the assets of Supplier.

17.3 Dispute Resolution. The parties agree that, both during and after the performance of their responsibilities under this Agreement, each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. Any dispute regarding the interpretation, compliance with or breach of this Agreement will be negotiated in good faith between the parties commencing upon written notice from one party to the other containing a summary of the dispute (the "**Dispute Notice**"). All negotiations will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. If the dispute is not resolved by negotiation within twenty (20) Business Days following the

receipt of the dispute notice, the parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by a court of competent jurisdiction.. The parties shall share the costs of mediation equally. If the dispute is not settled by mediation within thirty (30) days of receipt of the Dispute Notice, the dispute shall be settled by binding arbitration as follows. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by a court of competent jurisdiction. Any judgment, decision or award rendered by such arbitrator shall be final and binding and shall not be the subject of any further court proceeding except in connection with the enforcement of any such award by a court of competent jurisdiction. The costs of arbitration, including legal fees and disbursements of the parties, shall be allocated by the arbitrator in the manner that the arbitrator, at his or her discretion, considers appropriate. The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. Notwithstanding the forgoing neither party is precluded from seeking from a court of competent jurisdiction interim relief, including injunctive relief, when the subject matter of a dispute may require.

17.4 Notice. Any notice required or permitted to be given by one party to the other under this Agreement must be in writing and be personally delivered, sent by courier, by facsimile, or by prepaid registered mail. A party may change its address by notice to the other party. Notice that is mailed will be deemed to have been received five (5) business days after date of mailing. Notices personally delivered, sent by courier, or by facsimile will be deemed to be received on the next business day.

17.5 Time of the Essence. Time shall be of the essence in connection with this Agreement.

17.6 Further Assurances. Each of the parties to this Agreement agrees that it will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to the provisions of this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. In the event of a conflict between the terms of the Agreement and the provisions of any schedule, the terms of this Agreement shall govern and control.

17.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be proper in Okeechobee County, Florida.

17.8 Enurement. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors, affiliates and permitted assigns.

17.9 Force Majeure. The Supplier will have no obligation to provide services to the extent and for the period that the Supplier is prevented from doing so by reason of force majeure or any cause beyond its reasonable control, including without limitation the inability to use or the failure of any third party telecommunications carrier or other services. In the event that the Supplier is prevent from providing services to Customer, Customer shall not be obligation to pay for any obligations to Supplier hereunder.

17.10 Counterparts. This Agreement may be executed in one or more electronic counterparts each of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date above first written.

For ~~CATAPULT LEARNING, LLC~~
Okeechobee County School District

For ~~OKEECHOBEE COUNTY SCHOOL DISTRICT~~
Catapult Learning, LLC

Name & Title

Nicholas Bates, CFO

Name & Title

Signature:

Signature:

Date:

1/7/2015

Date:

Reviewed by Board Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of the 8th day of **November 2014** (the "**Effective Date**"), by and between **OKEECHOBEE COUNTY SCHOOL DISTRICT** (hereinafter referred to as the "**District**") and **CATAPULT LEARNING, LLC** (hereinafter referred to as "**Catapult**").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on November 8, 2014 and terminate on June 30, 2015 unless terminated earlier in accordance with Section 6 hereof (the "**Term**").

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide Literacy First professional development coaching and consulting services utilizing Title I funds (hereinafter referred to as the "**Program**") at South Elementary School (the "**School**"). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult's proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the "**Services**").
- 2.2 Staff who provide Services in the Program (hereinafter referred to as "**Program Staff**") shall at all times remain Catapult employees or independent contractors, subject to Catapult's ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult's input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement and for a period of twelve (12) months thereafter (the "**Non-solicitation Period**"), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee's base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 (\$10,000.00) dollars at the time the independent contractor accepts employment (the "**Commission**"). The Commission is non-refundable even if the employee or

independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District.

3. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Seven Thousand One Hundred Seventy Six and 45/100 (\$7,176.45) dollars (the "Fee").
- 3.2 The Fee shall be paid by the District to Catapult in one (1) installment on or before February 15, 2015.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and School acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) are proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, its employees, agents or assigns, the District/School agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS

- 5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Catapult shall maintain the confidentiality of all students' records in compliance with applicable federal and state laws. Catapult will hold student

records for a period of three (3) years or until the Program ends, whichever is longer.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.
- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.
- 6.3 Notwithstanding the foregoing, Sections 4, 5, and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

- 7.1 The District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement. Any indemnity by the District shall only be to the extent allowable by law as the District does not waive its sovereign immunity.
- 7.2 Catapult shall defend, indemnify and hold harmless the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which the District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if

actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's

Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.

- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) for injuries sustained by any one person and Two Million Dollars (\$2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with thirty (30) days prior written notice to the District.
- 9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or School administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of his tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- 10.2 Until changed by notice in the manner specified above, the addresses and

telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:

Tracy Downing
700 SW 2nd Avenue
Okeechobee, FL 34974

FOR CATAPULT:

Contracts Department
Catapult Learning, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to its successor or any entity acquiring all or substantially all of the assets of Catapult.
- 11.4 Applicable Law. In providing all services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult services.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or

oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

OKEECHOBEE COUNTY SCHOOL DISTRICT

CATAPULT LEARNING, LLC

By: _____

By: Mr Bates
Nicholas Bates

Title: Superintendent Designee

Title: Chief Financial Officer

Date: _____

Date: 1/7/2015

By: _____

Title: Treasurer Designee

Date: _____

Reviewed by Board Attorney

**ATTACHMENT A
Service Allocation**

Total Fee	Curriculum
<p>Total: \$7,176.45 (includes travel costs of the Program Staff)</p>	<ul style="list-style-type: none"> • Professional Development <ul style="list-style-type: none"> ○ Primary (K-2) Phonological Awareness and Phonics Assessments for .5 day ○ Intermediate (3-5) for .5 day ○ Up to 6 hours total, for up to 40 participants total ○ Date for professional development January 6, 2015 • Consulting Day – December 17, 2015 <ul style="list-style-type: none"> ○ Up to 6 hours • Materials <ul style="list-style-type: none"> ○ 15 copies of the Literacy First K-2 notebook sections: <ul style="list-style-type: none"> ▪ Phonological Awareness ▪ Word Study ○ 15 copies of the resource books: <ul style="list-style-type: none"> ▪ <u>Interventions for All: Phonological Awareness</u> ▪ <u>Phonics A-Z</u> ○ 1 complete Primary (K-2) Literacy First Notebook ○ 1 complete Intermediate (3-5) Literacy First Notebook ○ Materials for the Intermediate teachers will be determined after the coaching day on Dec. 17th. A separate contract and/or purchase order will be created at that time.

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **REVISIONS TO PERSONNEL ALLOCATIONS FOR 2014-15**
DATE: January 20, 2015

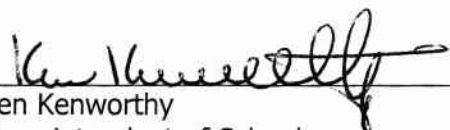
RECOMMENDATION:

That the Board approve the following revisions to personnel allocations for the 2014-15 fiscal year:

Non-Instructional Personnel

<u>Action</u>		<u>#</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
<u>Add</u>	<u>Delete</u>				
✓		1	Aide, Health	South Elementary School	01-21-2015

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **2014-15 OUT-OF-FIELD TEACHERS**
DATE: January 20, 2015

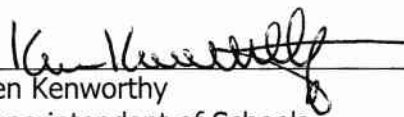
RECOMMENDATION:

That the Board approve the following Out-of-Field Teachers for the 2014-15 February FTE Survey:

Everglades Elementary School		
Annis, Sarah	ESOL	1 st Year of Assignment
Leon, Maria Carmen	Elementary/ESOL	1 st Year of Assignment
Parrish, Shannon	Kindergarten	1 st Year of Assignment
Striebel, Myranda	ESOL	1 st Year of Assignment
North Elementary School		
Koch, Gail	ESOL	1 st Year of Assignment
Leach, Patricia	Guidance	Earned 6 Semester Hours
Seminole Elementary School		
Anselmo, Lucina	ESOL	1 st Year of Assignment
Moore, Heidi	ESE/ESOL	1 st Year of Assignment
Royal, Allison	ESOL	Earned 120/300 Points
Syple, Kim	ESOL	Earned 300/300 Points
South Elementary School		
Baker, Amanda	ESOL	Earned 240/300 Points
Gomez, Jennifer	ESOL	1 st Year of Assignment
Hoppe, Jessica	ESOL	1 st Year of Assignment
Huff, Andrea	ESOL	1 st Year of Assignment
McKinley, Laura	Elementary/ESOL	1 st Year of Assignment
Nichols, Heather	Guidance	1 st Year of Assignment
Stafford, Kristen	Elementary/ESOL	1 st Year of Assignment
Stephens, Katie	ESOL	1 st Year of Assignment
Trent, Sheri	ESOL	Earned 60/300 Points
Weigum, Cynthia	ESOL	Earned 60/300 Points
Osceola Middle School		
Botello, Brandi	Gifted	1 st Year of Assignment
Brooks, Sally	Reading	1 st Year of Assignment
Eak, Nicole	ESE/ESOL	1 st Year of Assignment
Ellis, Robert	ESOL	Earned 120/300 Points
Finch, Christine	ESOL	Earned 120/300 Points
Frost, Kersten	ESOL	1 st Year of Assignment
Hughes, Jennifer	ESE	1 st Year of Assignment
Leonard, Amorita	ESOL	Earned 180/300 Points
Poole, Mary	Math	1 st Year of Assignment
Scott, Lauren	ESOL	1 st Year of Assignment
Shirley, Alyson	ESOL	Earned 180/300 Points
Talavera, Jessica	Language Arts	1 st Year of Assignment
VanAuken, Paul	ESE/ESOL	1 st Year of Assignment
Wise, Harold	Guidance	1 st Year of Assignment

Yearling Middle School		
Botello, Brandi	Gifted	1 st Year of Assignment
Breaux, Deanna	ESE/ESOL	1 st Year of Assignment
Erwin, Rex Jr.	ESOL	1 st Year of Assignment
Hudoff, Jonathan	ESOL	1 st Year of Assignment
King, Brian	Guidance	Earned 6 Semester Hours
Mangold, Jennifer	Reading/ESOL	Earned 6 Sem. Hrs/Earned 120/300 Points
SantAngelo, Jennifer	Elementary/ESOL	1 st Year of Assignment
Swant, Eric	Language Arts/ESOL	1 st Year of Assignment
Okeechobee Freshman Campus/Okeechobee High School		
Queen, Colleen	ESOL	Earned 240/300 Points
Radebaugh, Mike	ESE/ESOL	1 st Year of Assignment
Okeechobee High School		
Boswell, Rina	Math	1 st Year of Assignment
Brown, Erica	Reading/ESOL	1 st Year of Assignment
Coleman, Michelle	Math	1 st Year of Assignment
Gary, Bertheia	ESOL	2 nd Year of Assignment
Harvey, Rebecca	ESOL	2 nd Year of Assignment
Kuipers, Susan	ESOL	Earned 300/300 Points
Lawson, Kati	Guidance	1 st Year of Assignment
Pritchard, Taylor	Social Studies	1 st Year of Assignment
Reister, Wendy	Physics	1 st Year of Assignment
Sherlock, Jean	Reading	Earned 6 Semester Hours
Torres, Dolores	Spanish	1 st Year of Assignment
Whitlock, Jeffery	ESOL	1 st Year of Assignment
Okeechobee Achievement Academy		
Maggio, Christina	Science/ESE/ESOL	1 st Year of Assignment
Sanchez, Manuel	Science	1 st Year of Assignment
Stephan, Jesse	Social Studies	1 st Year of Assignment
White, Dawn	Math	1 st Year of Assignment
Central Elementary School		
Ellis, Jennifer	ESOL	Earned 120/300 Points
Hedrick, Nicole	ESOL	1 st Year of Assignment
LaForest, Ashley	ESOL	1 st Year of Assignment
Murphy, Morgan	ESOL	1 st Year of Assignment
Potter, Kerry	ESOL	1 st Year of Assignment
Richards, Sarah	ESOL	1 st Year of Assignment
Sapp, Samantha	Elementary/ESOL	1 st Year of Assignment
Sebasovich, Danielle	ESOL	1 st Year of Assignment

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy., Superintendent of Schools
SUBJECT: **2014-15 DJJ OUT OF FIELD TEACHERS**
DATE: January 20, 2015

RECOMMENDATION:

That the Board approve the following DJJ Out-of-Field Teachers for the 2014-15 February FTE Survey:

OIHH (8017)

Felton, Phalondria	Math/Science/Social Studies	1 st Year of Assignment
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Tantie (9101)

Anderson, Thomas	ESOL	Earned 240/300 Points
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Cypress (9106)

Russ, John	ESOL	Earned 210/300 Points
Williams-Boyett, Jacqueline Lorri	Math/Science	1 st Year of Assignment

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **EMPLOYMENT OF PERSONNEL**

DATE: January 20, 2015

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Coyne, Lisa	Data Processor	Central Elementary School	12-01-2014
Weeks, Brandi	Bus Driver	Transportation	12-15-2014
Peaden, Melissa	Bus Driver	Transportation	12-15-2014
Overstreet, Shaun	Paraprofessional, ESE	Osceola Middle School	01-06-2015
Scott, Lauren	Teacher, Language Arts	Osceola Middle School	01-06-2015
Sebasovich, Danielle	Teacher, Elementary	Central Elementary School	01-06-2015
LaForest, Ashley	Teacher, Elementary	Central Elementary School	01-06-2015
Sapp, Samantha (Out of Field)	Teacher, Elementary	Central Elementary School	12-18-2014
SantAngelo, Jennifer	Teacher, Language Arts	Yearling Middle School	12-18-2014
Luong, Tiffanie	Teacher, Science	Okeechobee High School	01-06-2015
Striebel, Myranda	Teacher, Elementary	Everglades Elementary School	01-06-2015
Anselmo, Lucina	Teacher, Elementary	Seminole Elementary School	12-15-2014
Annis, Sara	Teacher, Elementary	Everglades Elementary School	01-06-2015
Delagall, Tony	Paraprofessional	Okeechobee High School	12-01-2014
Maggio, Christina	Teacher, ESE	Okeechobee Achievement Academy	12-18-2014

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

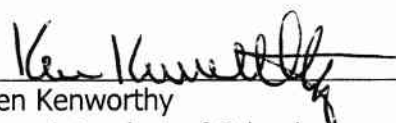
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF TEMPORARY PERSONNEL**
DATE: January 20, 2015

RECOMMENDATION:

That the following temporary personnel be employed as needed:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Clark, Amanda	Extended Daycare	12-15-2014

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: January 20, 2015

RECOMMENDATION:

That resignations for the following personnel be accepted:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Chaffee, John (Revised)	Teacher, VE/Lang. Arts	Osceola Middle School	01-16-2015
Harwas, Oliver	Teacher, Soc.Studies/Reading/PE	Osceola Middle School	12-19-2014
Lizano-Perdomo, Janeth	Secretary	Central Elementary School	12-22-2014
Reno, Julie(Retirement)	Director, Human Resources	District Office	05-01-2015
Sanders, Cacilda	Custodian II	Okeechobee High School	12-22-2014
Saunders, John	Custodian II	Yearling Middle School	12-15-2014
Vallejo, Faustino(Retirement)	Custodian II	Central Elementary School	02-02-2015

That the resignation of Linda Mangiafreno, Bus Driver, Transportation, be accepted with prejudice effective December 19, 2014 due to lack of sufficient notice.

That the resignation of Jeffry Platt, Teacher, Social Studies, Osceola Middle School, be accepted with prejudice effective January 22, 2015, due to lack of sufficient notice.

That the resignation of Dana Wuchte, Teacher, VE, South Elementary School, be accepted with prejudice effective December 19, 2014, due to lack of sufficient notice.

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **TRANSFER OF PERSONNEL**
DATE: January 20, 2015

RECOMMENDATION:

That the following personnel transfers be approved:

<u>Name</u>	<u>Transfer From</u>	<u>Transfer To</u>	<u>Effective Date</u>
Dagne, Michelle	Perm Sub, Food Service Food Service	Food Service Assistant Everglades Elementary School	01-07-2015
Durham, Alisa	Aide, ESE Bus Transportation	Paraprofessional, ESE South Elementary School	12-01-2014
Godwin, John	Mechanic Helper Transportation	Aide, ESE Bus Transportation	12-01-2014
Wagoner, Patty	Paraprofessional, ESE Osceola Middle School	Paraprofessional, ESE Yearling Middle School	12-08-2014

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **LEAVE REQUESTS**
DATE: January 20, 2015

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>
Davis, Emily	Okeechobee Achievement Academy	Personal Without Pay	01-06-2015	04-30-2015
Ellis, Jennifer	Central Elementary School	Short Term	12-01-2014	01-30-2015
Geeting, Greg	Yearling Middle School	Short Term	Beginning November 13, 2014 and continuing for a total not to exceed 60 days and not extending beyond February 17, 2015.	
Parrish, Shannon	Everglades Elementary School	Short Term	12-10-2014	03-27-2015
Porter, Rachel	Seminole Elementary School	Short Term	01-06-2015	02-20-2015
Spieß, Caren	Everglades Elementary School	Short Term	Beginning November 20, 2014 and continuing for a total not to exceed 60 days and not extending beyond November 19, 2015.	

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **ADDITIONS TO SUBSTITUTE TEACHERS FOR 2014-15**
DATE: January 20, 2015

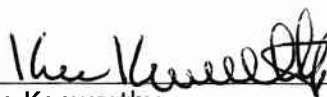
RECOMMENDATION:

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

<u>Name</u>	<u>Rank</u>
Garcia, Leslie	II
Harden, Brandi	II
Padgett, Patti	III
Scott, Lauren	II
Shockley, Leigh Anne	III
Shockley, Sherman	III
Shoemaker, Sondra	II
Williams, Florence	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: January 20, 2015

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>
Cynthia Kubit	Facilitator for Teacher Training in Data Review for Indicators 1 & 2 (Graduation & Dropout Rates for Students with Disabilities)	\$24.00 Per Hour	72 Hours	#4549 – IDEA Part B
Cynthia Kubit	Tutoring Students with Disabilities Identified as Potential Dropouts	\$20.00 Per Hour	37 Hours	#4549 – IDEA Part B (Approx. \$250.00) #1484 – Project 10 (Approx. \$660.00)
Mayra Talavera	Translation of Documents	\$12.00 Per Hour	As Needed In 2014-15	#4531 – Title I Schoolwide (not to exceed \$500)
Manuel Sanchez Dawn White	Saturday School Okeechobee Achievement Academy	\$20.00 Per Hour	11/8/14-6/6/15	#1525 – Saturday School
Carrie Thompson	Differentiated Accountability Training	\$13.50 Per Hour	27.5 Hours	#1523 – Special Needs
75 Teachers	Creation of Common Course Exam Blueprints & Review of Draft Common Course Exams	\$13.50 Per Hour	5 Hours Each	#1523 – Special Needs
16 Teachers	Curriculum Mapping for Implementation of Florida Standards Road Mapping Districtwide Initiative	\$13.50 Per Hour	8 Hours Each 1/26/15-1/30/15	#4535 – Title I, School Improvement

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 WITH BIOWASTE, LLC FOR HAZARDOUS WASTE DISPOSAL**
DATE: January 20, 2015

RECOMMENDATION:

That the Board approve a contract with Biowaste, LLC to provide infectious and hazardous waste pick-up and disposal for District schools and the Employee Wellness Center, effective January 1, 2015, through December 31, 2015, for a total yearly cost of \$2,550.00.

BACKGROUND INFORMATION:

This is a renewal agreement. The Biowaste cost is a flat fee including packaging supplies, manifesting, transportation, and disposal. The renewal services remain the same as last year with no increase in cost. The contract is included in Board member agendas and is available upon request from 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: **INTERAGENCY AGREEMENT TO COORDINATE SERVICES FOR CHILDREN SERVED BY THE FLORIDA CHILD WELFARE SYSTEM**

DATE: January 20, 2015

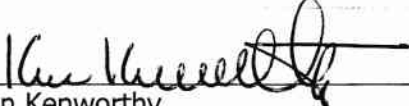
RECOMMENDATION:

That the Board approve an Interagency Agreement, effective through June 30, 2018, between the Florida Department of Children and Families; the School Board of Okeechobee County; the Florida Department of Juvenile Justice; the Florida Agency for Persons with Disabilities; the Career Source Research Coast; the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties; the Guardian Ad Litem Program; and Devereux to coordinate services for children served by the Florida Child Welfare System.

BACKGROUND INFORMATION:

This is a three-year renewal agreement that provides for the coordination of services and supports across the various agencies serving educational and vocational services to children served by the Florida Child Welfare System. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery, and resource development are provided in a manner that maximizes the likelihood of positive outcomes. The agreement 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 of Schools
SUBJECT: **TITLE II, PART A, GRANT APPLICATION FOR 2014-15**
DATE: January 20, 2015

RECOMMENDATION:

That the Board approve the Title II, Part A, Teacher and Principal Training and Recruiting Fund Grant application in the amount of \$411,622.00, including estimated roll forward, for the 2014-15 fiscal year.

BACKGROUND INFORMATION:

Title II is a federally funded grant executed by the state.

A districtwide needs assessment was conducted and the following needs were identified:

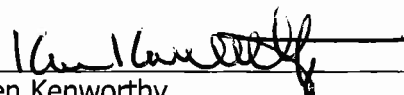
- Funding for Reading Coaches for middle and high schools
- Funding for Coordinator of Staff Development
- Providing staff development activities that improve the knowledge of teachers and principals in areas such as Common Core Standards, literacy strategies, instructional leadership, classroom management, data analysis skills, assessment strategies, positive parent involvement, application of educational technology, curriculum integration and alignment, communication skills, school safety, and addressing the broad spectrum of students' needs.
- Providing teacher mentoring and training
- Training leading to the development of cadres of highly-qualified teachers at each school
- Providing alternative certification opportunities for professionals from other fields

Funds from the Title II, Part A, grant will be used for the identified needs listed above.

All professional development included in this grant shall comply with provisions in the negotiated personnel agreements.

Budget and narrative information from the grant application is included in Board member agendas. A complete copy of the grant is available upon request in the office of the Coordinator of Staff Development.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AVID GRANT APPLICATION FOR 2014-15**
DATE: January 20, 2015

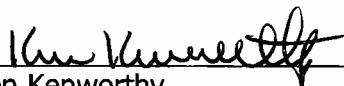
RECOMMENDATION:

That the Board approve the Advancement Via Individual Determination (AVID) grant application in the amount of \$3,291.84 for 2014-15.

BACKGROUND INFORMATION:

This grant, if approved, will fund payment (at \$10.00 per hour) to college tutors to tutor high school and middle school students during the AVID tutorial. The grant application 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 of Schools

SUBJECT: **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS)
2014 NATIONAL SCHOOL LUNCH PROGRAM (NSLP) EQUIPMENT ASSISTANCE
GRANT AWARD**

DATE: January 20, 2015

RECOMMENDATION:

That the Board approve the FDACS 2014 National School Lunch Program Equipment Assistance Grant in the amount of \$39,963.77.

BACKGROUND INFORMATION:

This grant is awarded to assist with the procurement of serving line equipment needed at Central Elementary School to meet the new nutritional standards for schools as required by the Healthy Hunger-Free Kids Act of 2010. The grant award notification and accompanying documents are included in Board member agendas and available upon request in the office of the Supervisor of Food Service.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MONTHLY FINANCIAL STATEMENT FOR NOVEMBER, 2014**
DATE: January 20, 2015

RECOMMENDATION:

That the Monthly Financial Statement for November, 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 #5 FOR NOVEMBER, 2014**
DATE: January 20, 2015


RECOMMENDATION:

That Budget Amendment #5 for November, 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 DECEMBER, 2014**
DATE: January 20, 2015

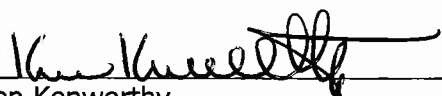
RECOMMENDATION:

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

General Disbursement Account – Warrants #153264 thru #153529

Operating General Fund	\$ 1,363,896.79
Federal Programs Fund	14,179.78
Food Service Fund	167,268.49
Capital Improvement Fund	<u>42,092.17</u>
Total	\$ 1,587,437.23

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools