



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

SCHOOL BOARD OF OKEECHOBEE COUNTY

**AGENDA FOR ORGANIZATIONAL AND REGULAR MEETING
NOVEMBER 18, 2014
6:00 P.M.**

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

- I. Call to Order**
 - A. Prayer – Rev. Jim Benton, Faith Farms Ministries.....
 - B. Presentation of the Colors and Pledge of Allegiance*Girl Scout Troops 60599*
(Troop 60599 Leader – *Kay Mathis* and Troop 60011 Leader – *Libby Maxwell*) *and 60011*
- II. Opening Items**
 - A. Student Recognition
 - ★ *High Achiever – FCAT*
 - B. Staff Recognition
 - ★ *Golden Mouse Award – Sonya Smith, Math Teacher, Osceola Middle School*
 - C. Community Recognition
 - ★ *MidFlorida Credit Union – Amy Daniels, Lisa Thomas, Vanessa Hernandez*
- III. Oath of Office for Newly-Elected Board Members *Judge William Hendry***
- IV. Reorganization of the Board *Superintendent Kenworthy Acting as Secretary***
 - Election of Chairman
 - Election of Vice Chairman
 - Establish Regular Meeting Date, Time, and Place
- V. Approval of Minutes**
 - Regular Meeting – October 14, 2014
- VI. Presentation of School Improvement Plans**
 - Toni Wiersma, Principal, Okeechobee High School
 - Matt Koff, Principal, Seminole Elementary School
 - Vanessa McAllister, Principal, Central Elementary School
- VII. Items for Action**
 - A. Recommendation for Expulsion
 - 1. #15-01, 9th Grade Student at Okeechobee Achievement Academy..... 1
 - B. Proclamation – *Retired Educators Day* 2
 - C. Designation of Liaison and Alternate to Serve on FSBA Legislative Committee . 3
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SCHOOL BOARD OF
OKEECHOBEE COUNTY

AGENDA FOR
ORGANIZATIONAL AND
REGULAR MEETING
NOVEMBER 18, 2014

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IX. Information Items:

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

The next regular meeting of the School Board is Tuesday, December 9, 2014, at 6:00 p.m.

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

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EXPULSION OF #15-01, 9TH GRADE STUDENT**
DATE: November 18, 2014

RECOMMENDATION:

That #15-01, a 9th 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:

B. Alcohol and Drugs

1. Possessing (including possession after use when the substance is still in the body), using and/or procuring, selling or dispensing on school premises, school buses, or at any school activity or school-related function of:
 - b. Any substance controlled by F.S. 893 or 877.111 (available upon request).

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROCLAMATION – RETIRED EDUCATORS DAY**
DATE: November 18, 2014

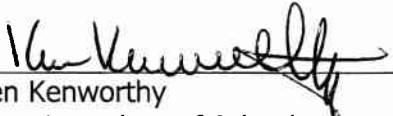
RECOMMENDATION:

That the Board adopt a proclamation recognizing Sunday, November 16, 2014, as *Retired Educators 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

FLORIDA RETIRED EDUCATORS DAY

School District of Okeechobee County, Florida

Whereas, the educational system within our state and county is a vital part of our society, providing education for young and old alike; and

Whereas, at the heart of the educational system are educators who are devoted to sharing their knowledge and experience with their students; and

Whereas, in Okeechobee County, we have many retired educators who have spent most of their lives giving themselves to our education system and our students.

Now therefore, the School Board of Okeechobee County, Florida, extends its appreciation and gratitude to these valued educators and proclaims that November 16, 2014, be observed as:

RETIRED EDUCATORS DAY

Passed and adopted this 18th day of November, 2014.

Joe Arnold
Chairman

ATTEST:

Ken Kenworthy
Superintendent of Schools



To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **DESIGNATION OF LIAISON AND ALTERNATE TO SERVE ON FSBA LEGISLATIVE COMMITTEE**

DATE: November 18, 2014

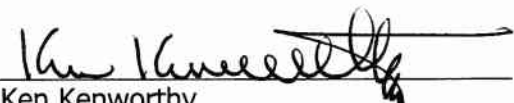
RECOMMENDATION:

That the Board designate members to serve as Liaison and Alternate Liaison on the Florida School Boards Association (FSBA) Legislative Committee.

BACKGROUND INFORMATION

This is an annual appointment. Last year's appointees were Joe Arnold as Liaison and Malissa Morgan as Alternate Liaison.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **APPOINTMENT OF TRUSTEE FOR FLORIDA SCHOOL BOARD INSURANCE TRUST**

DATE: November 18, 2014

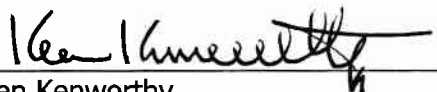
RECOMMENDATION:

That the Board appoint a member to serve as Trustee for the Florida School Board Insurance Trust.

BACKGROUND INFORMATION

This is an annual appointment. Last year's appointee was India Riedel.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **BOARD APPOINTMENT FOR SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM**

DATE: November 18, 2014

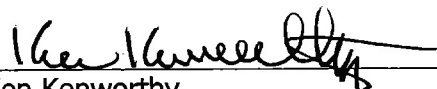
RECOMMENDATION:

That the Board appoint a member to serve on the Small School District Council Consortium (SSDCC) Board of Directors.

BACKGROUND INFORMATION:

This is an annual appointment. Last year's appointee was Joe Arnold.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **APPOINTMENT TO OKEECHOBEE COUNTY ECONOMIC COUNCIL**
DATE: November 18, 2014

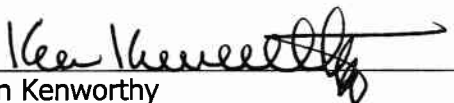
RECOMMENDATION:

That the Board appoint a member to serve on the Okeechobee County Economic Council as an ex-officio member.

BACKGROUND INFORMATION:

This is an annual appointment. Last year's appointee was Joe Arnold. Both the Superintendent and a School Board member serve as ex-officio members at the request of the Economic Council.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent
SUBJECT: **AMENDMENT OF BOARD POLICY 4.20 STUDENT PROGRESSION PLAN**
DATE: November 18, 2014

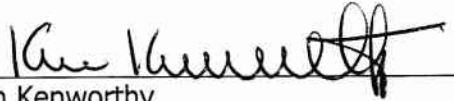
RECOMMENDATION:

That the Board approve amendment of School Board Policy 4.20 Student Progression Plan.

BACKGROUND INFORMATION:

The proposed revisions to the Student Progression Plan are required to comply with current legislation, State Board of Education rules, and updates from the Florida Department of Education. Advertisement of intent to amend Policy 4.20 was approved by the School Board on October 14, 2014, and legally advertised to the public on October 19, 2014, as required by Chapter 120, Administrative Procedures Act, Florida Statutes. Revisions are outlined in the attached Executive Summary, and the complete Student Progression Plan with proposed revisions is available upon request in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Changes to Student Progression Plan 2014-2015 Executive Summary

- 1. Florida Standards:** The information regarding Common Core was removed. Florida Standards replaced all references to Common Core for ELA and Math and FSA replaced references to FCAT for current year state assessments.
- 2. Grading Changes:** Any changes in weighting within the Skyward Gradebook Grading System that occur after the first student school day of each school year will require School Board approval unless mandated by legislation.
- 3. Third Grade Retention:** Language was added regarding Portfolio Assessments. Good Cause exemptions #6 was amended to include the statement that students may not be retained twice in third grade (S.B. 850)
- 4. Middle School Progression:** Language was added to clarify the procedures for earning Algebra 1 and other high school credits in Middle School. Students must earn a passing score on the EOC and it must count for 30% of the students' grade. Students may retake the EOC in high school. Students may not double test (take the corresponding grade's FSA and the EOC).
The Geometry EOC must constitute 30% of the student's final course grade.
The Civics EOC must constitute 30% of the students' grade for the course. Students must pass the course but are not required to pass the EOC.
Pursuant to 1008.22 students who score a Level 1 or 2 on the ELA portion of the FSA must enroll in and complete a remedial course or content area course in which remediation strategies are incorporated into course content delivery.
- 5. Early Warning System:** Per Senate Bill 850, middle schools must include an Early Warning System for students needing additional academic supports. These early warning indicators include attendance (excused or unexcused including out of school suspension days) below 90%, one or more suspensions (in school and/or out of school), Level 1 on a statewide assessment (ELA and/or Math), and a failing course grade in ELA or Math. Students exhibiting 2 or more of these indicators will be referred to a school-based team to determine appropriate intervention strategies. Parents will be involved in this process.
- 6. Graduation Requirements for High School Students:** Verbiage on graduations requirements by grade 9 cohort was replaced with DOE released flyers "What Students and Parents Need to Know" which report all graduation requirements. A table is also included that lists the EOC requirements for a standard diploma for students beginning with the 10-11 9th grade cohort.
- 7. Virtual Programs:** Pursuant to F.S.1002.37, Florida Virtual may provide part and full-time virtual instruction for students in grades K-12. The district shall provide students with access to enroll in courses available through FLVS and award credit for successful completion of such courses. Information regarding the Mosaic Digital Academy and Okeechobee Virtual District has been included.
- 8. Types of Diplomas:** A table has been included that lists the types of diplomas (Standard, Standard with Merit designation, Standard with Scholar designation, ACCEL, Certificate of Completion, and Graduate Equivalency Diploma (GED)) and the requirements for each diploma and/or designation type.

9. Class Rank: Prior language related to Valedictorian and Salutatorian was stricken and replaced with language defining the Cum Laude system. The top 1% of students will be recognized as Summa Cum Laude; the next 2% will be recognized as Magna Cum Laude, and the next 2% will be recognized as Cum Laude. Class Rank Computation will be as follows:

<i>Grade</i>					
Instructional Level	A	B	C	D	F
General	4.0	3.0	2.0	1.0	0.0
Honors	5.0	4.0	3.0	2.0	0.0
Advanced Placement/Dual Enrollment	6.0	5.0	4.0	3.0	0.0

Honors Weight: "Honors" weighted quality points are given in the areas of English language arts, mathematics, science and social studies and apply to courses in which the word "Honors" appears in the title. Foreign languages at years III and above receive "Honors" weight as do Biology II, Chemistry II, Pre-Calculus, and Calculus. Additionally, Career and Technical Education (CTE) courses classified as a Level 3 receive Honors weight. Students must be enrolled for their entire senior year to be included in the class ranking, unless the student is transferred in as a dependent of a military family.

1. Instructional level difficulty is determined via utilization of the Course Code Directory and Instructional Personnel Assignments publication adopted by the State Board of Education
2. "Advanced Placement" weighted quality points are given for College Entrance Examination Board (CEEB) designated Advanced Placement (AP) courses and dual enrollment courses. If the AP exam is not taken then the course carries a weight of "Honors".
3. Dual enrollment courses may be taken only once at school district expense. If a student retakes a dual enrollment course, the student must purchase his/her textbook.
4. If a student withdraws from a dual enrollment class after the school district's permissible drop/add window with a W, the student's transcript will reflect a W for the appropriate high school course.
5. All courses not identified items 1 to 4 are given "General" weight.
6. All grades of "P" (pass) will not be used in the calculation of class rank.

The final class rank will be computed at the conclusion of the first semester of the senior year. Additionally, an aggregate list of rank in class, percentiles, or grade point averages shall not be disseminated by any high school.

10. Notification to Parents: School districts must notify students and their parents in writing as to the standard diploma graduation requirements. The letter must include the standard diploma requirements, the available designations, and the state scholarship programs and postsecondary admissions eligibility requirements.

11. Students with Disabilities: This section has been reformatted. References to FCAT have been replaced with Florida State Assessment where appropriate. The Special Diploma option is no longer available for the 2014-15 ninth grade cohort. These students may earn a Standard Diploma or a Certificate of Completion. Students who entered 9th grade prior to 2014-15 may continue with their plan to earn a special diploma in accordance with F.S. 1003.438, if indicated on their IEP. Parent consent must be obtained in writing prior to providing instruction in the NGSSS/Florida Standards Access Points curriculum and prior to administration of the Florida Alternate Assessment (FAA).

12. Biometrics: Biometrics and other personal information will not be maintained by Okeechobee County School Board.

13. Constitution Day and 9/11: Requirements for instruction of students regarding Constitution Day and 9/11 were specified.

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **RESOLUTION FOR ELIMINATION OF IMPACT FEE IMPOSITION AND COLLECTION**
DATE: November 18, 2014

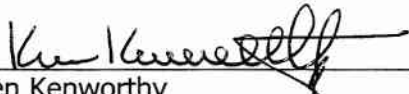
RECOMMENDATION:

That the Board adopt a resolution recommending that the Board of County Commissioners of Okeechobee County take appropriate action to eliminate the imposition and collection of Public Education Impact Fees and propose the cancellation of the *Amended and Restated Interlocal Agreement For Public School Facility Planning* between Okeechobee County, The City of Okeechobee, and the School District of Okeechobee County dated the 20th of August, 2008.

BACKGROUND INFORMATION:

The original agreement between the County, City, and School Board for imposing and collecting Impact Fees was dated September 14, 2006, and later replaced with a revised agreement on August 20, 2008. On October 11, 2011, the School Board adopted a resolution recommending suspension and waiver of Impact Fees and has annually recommended suspension and waiver of Public Education Impact Fees since then. The Interlocal Agreement dated August 20, 2008, Resolution dated October 11, 2011, and proposed Resolution for adoption are included with School Board members' agendas and are available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

**RESOLUTION RECOMMENDING THE ELIMINATION
OF
THE IMPOSITION AND COLLECTION
OF
THE PUBLIC EDUCATIONAL FACILITIES IMPACT FEE**

WHEREAS, the School Board of Okeechobee County, Florida, adopted its Impact Fee Resolution dated November 21, 2006, and revised on August 20, 2008, in reliance upon an impact fee study prepared by Walter H. Keller, Inc., requesting the Board of County Commissioners to adopt a public educational facilities impact fee in compliance with the provisions of Section 235.193, Florida Statutes, and

WHEREAS, the School Board of Okeechobee County, Florida adopted a *Resolution Recommending the Suspension and Waiver of The Imposition and Collection of The Public Educational Facilities Impact Fee* on October 11, 2011, and thereafter has continued the suspension and waiver of Impact Fees, and

WHEREAS, based upon current and future student enrollment projections, the anticipated need for new school construction is minimal at the present time.

NOW, THEREFORE, be it hereby resolved by the School Board of Okeechobee County, Florida, that the Board of County Commissioners of Okeechobee County, Florida, is hereby requested to eliminate the imposition and collection of the Public Education Impact Fee and to cancel the Amended and Restated Interlocal Agreement for Public School Facility Planning dated August 20, 2008.

Adopted this 18th day of November, 2014.

**OKEECHOBEE COUNTY SCHOOL BOARD
OKEECHOBEE, FLORIDA**

ATTEST:

Joe Arnold, Chairman

Ken Kenworthy
Superintendent and Secretary to the Board



To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **SEPARATION AGREEMENT AND GENERAL RELEASE**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve a Separation Agreement and General Release with Thomas Bonasera.

BACKGROUND INFORMATION:

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: **SOFTWARENOLOGY LICENSE AGREEMENT**
DATE: November 18, 2014

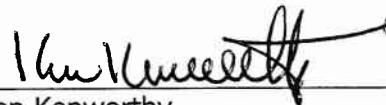
RECOMMENDATION:

That the Board approve a software license agreement with Softwareology LLC to calculate student growth and achievement for teacher evaluations. There is a one-time fee of \$10,000.00 for data integration and software installation and a \$28,000.00 annual fee thereafter for each year the software is used.

BACKGROUND INFORMATION:

This is a new agreement. The agreement is attached.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Softwareology License Agreement

THIS AGREEMENT is entered into as of **November 3, 2014** ("Effective Date") by and between **SOFTWARENOLOGY LLC. ("LICENSOR")**, with offices at 2900 14th Street N, Suite 53, Naples, Florida 34119 and **Okeechobee County School District** with offices at 700 SW 2nd Avenue, Okeechobee, Florida 34974 ("**LICENSEE**").

WHEREAS, Licensee wishes to license software for the purpose of helping teachers and administrators optimize data-analysis, problem-solving, and professional development, and Licensor desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1. Grant of license

Subject to the terms and conditions of the Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the software identified in Exhibit A (the "Licensed Program") for the purpose of helping teachers and administrators optimize data-analysis, problem-solving, and professional development. Licensee may use the Licensed Program for its own use, and may translate or modify the licensed program or incorporate them into other software. Licensee may not, however, transfer or sublicense the Licensed Program to any third party, in whole or in part, in any form, whether modified or unmodified.

2. Consideration to Licensor

a. Licensee shall pay Licensor the fees set forth in Exhibit A attached hereto.

I. Licensee will pay an initial amount of US \$10,000 when data integration and software installation starts.

II. Licensee will pay a yearly license of \$28,000 by August 31st of every year Licensee decides to continue to use the solution.

3. Copies

Licensee may make copies of the Licensed Program in executable code form as necessary for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Program. The Licensed Program is copyrighted but unpublished by Licensor. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of Licensor to all copies made hereunder, in whole or in part and in any form, of Licensed Program.

4. Ownership

The original and any copies of the Licensed Program, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of Licensor.

5. Proprietary rights

Licensee recognizes that Licensor regards the Licensed Program as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Program, or any portion thereof, to any person other than employees of Licensee without the prior written consent of Licensor. Licensee further agrees to treat the Licensed Program with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Program.

6. Term

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. Termination

Licensor may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from Licensor.

8. Termination certificate

In the event of termination, Licensee will immediately discontinue use of the Licensed Program. Within one (1) month after termination of this Agreement, Licensee will furnish to Licensor a certificate which certifies with respect to the Licensed Program that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the Licensed Program have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9. Maintenance & support

Licensor will provide to Licensee the following support with respect to the Software:

(i) If during the 1st year of this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.

(ii) In the case that Licensee has technical questions in the use of the Software during the 1st year of this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee up to a maximum of sixteen (16) hours for each licensed program.

(iii) If Licensee desires to continue the Software support specified in this section, Licensee shall pay to Licensor the maintenance fee(s) set forth in Exhibit A.

10. Delivery of licensed programs

Licensor shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

11. Warranty disclaimer

Licensor licenses, and licensee accepts, the licensed programs "as is." Licensor provides no warranties as to the function or use of the licensed programs, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose. The entire risk as to the quality and performance of the licensed program is with licensee. Licensor does not warrant that the functions contained in the licensed programs will meet licensee's requirements or that the operation of the licensed programs will be uninterrupted or error free.

12. Patent and copyright indemnity

Licensor will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. Licensor will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided Licensor is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in Licensor's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, Licensor may at its option either secure Licensee's right to continue using the Licensed Program, replace or modify the Licensed Program to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a 5 (five) year, straight-line basis. Licensor shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied by Licensor where the used Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

13. Limitation of liability

Licensor's liability to licensee under any provisions of this agreement for damages finally awarded shall be limited to the amounts actually paid hereunder by licensee to licensor. In no event shall licensor be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits or interruption of business, however caused or on any theory of liability.

14. Notices

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

15. Successors

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

17. Governing law/forum

This Agreement shall be governed and interpreted by the laws of the State of Florida. Okeechobee County, Florida shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

18. Non-assignment

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of Licensor.

19. Export regulations

Licensee understands that Licensor is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Program and all other applicable export regulations. Licensee agrees to indemnify and hold Licensor harmless from any loss, damages, liability or expenses incurred by Licensor as a result of Licensee's failure to comply with any export regulations or restrictions.

20. Entire agreement

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or Licensor's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.


LICENSEE:

Okeechobee County School District

LICENSOR:

Softwarology LLC.

By: _____
(Signature)

By:  _____
(Signature)

Name: _____
(Print or Type)

Name: Emilio Baez

Title: _____

Title: President

EXHIBIT A

Institution

Okeechobee County School District

Date

11/3/14

Prepared by

Emilio Baez

Products / Services

6-month pilot and optional 3-year license of the EDFabric data platform and EDIS School software for data analysis, formative assessments, and RTI.

Additional Comments

There will be no license cost associated with the pilot.

Licensee will only pay for the installation costs.

3-year license is optional to Licensee after pilot period expires.

Licensor will provide unlimited and personalized online trainings during pilot and for the lifetime of the license at no cost to the Licensee.

During the pilot stage, Licensor will work with Licensee on software customizations and co-development of a VAM module to be embedded into the EDIS solution. Project phases will be as follows:

Phase	Description	Estimated Completion Date
1	Installation and Data Integration	12/19/2014
2	Q/A of phase 1	1/9/2015
3	Development of VAM calculation back-end	1/30/2015
4	Q/A of phase 3	2/6/2015
5	Development of web interface for calculating and displaying VAM	3/27/2015
6	Q/A of phase 5	4/10/2015
7	Full module release	4/27/2015

Licensee agrees to act as a reference account by providing feedback to prospect districts and participating in case studies developed by Licensor.

Required Costs	Pilot	Y1	Y2	Y3
License Annual license for the usage of the products listed above.	FREE	\$28,000	\$28,000	\$28,000
Installation Project management, hardware setup, data mappings, single-sign-on integration, configuration, testing, and training.	\$10,000		FREE	
Maintenance Server and database maintenance and new-year configuration.			FREE	

Optional Costs	Pilot	Y1	Y2	Y3
On-site PD 2 training sessions per day.	\$1,000/day	\$1,000/day	\$1,000/day	\$1,000/day
Online PD Unlimited personalized webinars, trainings, and q/a sessions.			FREE	
Professional Services Custom software development and IT-related services.	FREE	\$100 p/hour	\$100 p/hour	\$100 p/hour

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **RESCHEDULING OF JANUARY SCHOOL BOARD MEETING**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve rescheduling the January School Board meeting from Tuesday, January 13, to Tuesday, January 20, 2015, at 6:00 p.m. in the School Board Office, Room 303, 700 S.W. 2nd Avenue, Okeechobee.

BACKGROUND INFORMATION:

Rescheduling the meeting will accommodate the preparation of an agenda following staff return from the holiday break.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **APPROVAL OF EXECUTIVE SESSION**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve an Executive Session of the Board immediately following the November 18, 2014, Board meeting in the Superintendent's Office, Room 308 of the School District Administrative Office, 700 S.W. 2nd Avenue, Okeechobee.

BACKGROUND INFORMATION:

The purpose of the Executive Session is for the School Board to meet with their Chief Negotiator, Attorney, and the Superintendent regarding negotiations with Okeechobee County Education Association #1604.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **EMPLOYMENT OF PERSONNEL**

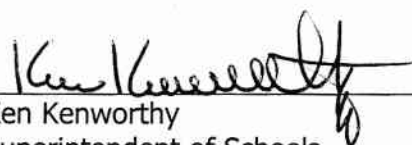
DATE: November 18, 2014

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Dupra, Amanda	Bus Driver	Transportation	10-21-2014
Durham, Alisa	Aide, ESE Bus	Transportation	10-27-2014
Fraser, Donald	Custodian II	South Elementary School	10-10-2014
Koch, Gail	Teacher, Elementary	North Elementary School	10-21-2014
Leon, Carmen (Out of Field)	Teacher, Elementary	Everglades Elementary School	10-24-2014
Lyng, Jessica	Bookkeeper	Everglades Elementary School	10-20-2014
Mangiafreno, Linda	Bus Driver	Transportation	10-09-2014
Moore, Heidi	Teacher, ESE	Seminole Elementary School	09-30-2014
Peterson, Shane	Custodian II	Okeechobee High School	10-06-2014
Richards, Sarah	Teacher, Elementary	Central Elementary School	11-03-2014
Singleton, Richardean	Teacher, Elementary	South Elementary School	10-24-2014
Stafford, Kristen (Out of Field)	Teacher, ESE	South Elementary School	11-10-2014
Swant, Erica	Secretary	Everglades Elementary School	10-28-2014
VanAuken, Paul	Teacher, Math	Osceola Middle School	11-03-2014

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

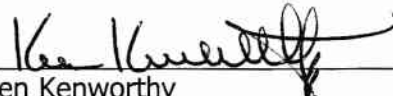
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF TEMPORARY PERSONNEL**
DATE: November 18, 2014

RECOMMENDATION:

That the following temporary personnel be employed as needed:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Attaway, Glenn	Asst. Varsity Football Coach – Fall	2013-14 and 2014-15
Charles, Phyllis	Sub-Food Service	09-30-2014
Clark, Amanda	Extended Daycare	10-16-2014
Collins, Raymond	JV Boys Basketball	10-15-2014
Durham, Alisa	Sub-Bus Aide	10-08-2014
Olney, Carole	Bowling Coach	08-15-2014
Riles, Demetre	Varsity Boys Basketball Coach	10-15-2014
Smith, Joe	JV Football Coach – Fall	08-15-2014
Suarez, Elia	Asst. Varsity Softball Coach	01-25-2015

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **RESIGNATION, TERMINATION, AND SUSPENSION OF EMPLOYMENT**
DATE: November 18, 2014

RECOMMENDATION:

That resignations for the following personnel be accepted:

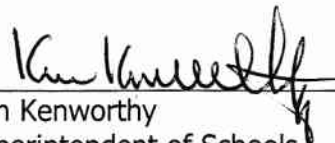
<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Alderman, Lisa	Paraprofessional, Pre-K	South Elementary School	10-17-2014
Brown, Teresa	Bus Driver	Transportation	10-31-2014
Chaffee, John	Teacher, VE/Lang. Arts	Osceola Middle School	01-21-2015
Cross, Tobi	Aide, Health	Seminole Elementary School	11-07-2014
Johnson, Rickie	Bus Driver	Transportation	11-03-2014
Kelchner, Denise	Teacher, Health	Okeechobee High School	06-10-2015
Lawson, Robert	Paraprofessional	Okeechobee High School	10-27-2014
McGlamory, Linda	Teacher, Math	Osceola Middle School	10-21-2014
Noonan, Kenna (Retirement)	Teacher, Elementary	Everglades Elementary School	12-22-2014
Roehm, Bonnie	Bookkeeper	North Elementary School	11-03-2014

That Mark Greenberg, ESE Teacher at South Elementary School, be terminated as a probationary employee effective October 10, 2014, in accordance with Florida State Statute 1012.33 (1)b.

That the resignation of Teresa McCloskey, ESE Paraprofessional, South Elementary School, be accepted with prejudice effective October 17, 2014, due to lack of sufficient notice.

That Ashley Ochsenbine, Custodian II, Okeechobee High School, be terminated as a probationary employee effective October 10, 2014. *(Please note: Ms. Ochsenbine will remain employed as a Food Service Assistant at North Elementary School).*

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **TRANSFER OF PERSONNEL**
DATE: November 18, 2014

RECOMMENDATION:

That the following personnel transfers be approved:

<u>Name</u>	<u>Transfer From</u>	<u>Transfer To</u>	<u>Effective Date</u>
Farmer, Dionna	Teacher, ESE South Elementary School	Reading Coach Okeechobee High School	11-06-2014
Pearce, Peyton	Data Processor Central Elementary School	Secretary District Office	11-03-2014

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

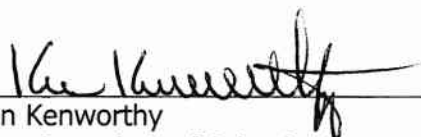
TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **LEAVE REQUESTS**
DATE: November 18, 2014

RECOMMENDATION:

That the following leaves of absence be approved:

<u>Name</u>	<u>School</u>	<u>Leave Type</u>	<u>From</u>	<u>Through</u>
Collins, Angela (Revised)	Transportation	Personal Without Pay	10-23-2014	11-21-2014
DeVoss, Patsy	North Elementary School	Short Term	Beginning October 23, 2014 and continuing for a total not to exceed 60 days and not extending beyond October 22, 2015.	
Hackett, Ann	North Elementary School	Short Term	Beginning October 2, 2014 and continuing for a total not to exceed 60 days and not extending beyond October 1, 2015.	
Harwas, Oliver (Extension)	Osceola Middle School	Short Term	11-03-2014	12-19-2014
Kelly, Judy	Transportation	Personal Without Pay	08-15-2014	06-06-2015
McCarter, Dianna (Extension)	Osceola Middle School	Short Term	12-22-2014	01-14-2015
McCarter, Dianna	Osceola Middle School	Personal Without Pay	01-15-2015	06-06-2015
Reno, Melissa	Everglades Elementary School	Short Term	12-09-2014	12-19-2014
Sheedy, Myla	Osceola Middle School	Short Term	Beginning October 20, 2014 and continuing for a total not to exceed 60 days and not extending beyond December 19, 2014.	
Tillotson, Traci	Osceola Middle School	Short Term	10-31-2014	11-17-2014
Vaughn, Erlinda	Central Elementary School	Short Term	Beginning October 22, 2014 and continuing for a total not to exceed 60 days and not extending beyond October 21, 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: November 18, 2014

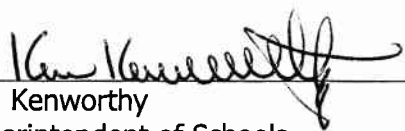
RECOMMENDATION:

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

<u>Name</u>	<u>Rank</u>
Aguilar, Ana	I
Anderson, Robert	III
Bartlett, Tonya	III
Cruz, Martha	II
Davis, Danielle	I
Davis, Linda	I
Kaufman, Jane	I
Louis, Yolanda	I
McCormick, Martin	I
Samuel, Daisy	II
Sheffield, Teal	I
Sniff, Shannon	II
Talavera, Jairo (G4S only)	III

Rank I – Less than 60 college credit hours
Rank II – 60 or more college credit hours
Rank III – Bachelor's degree or higher

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PAYMENTS TO PERSONNEL**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve the following payments to personnel:

<u>Name/Group</u>	<u>Purpose</u>	<u>Rate of Pay</u>	<u>Time Period (Maximum)</u>	<u>Funding Source</u>
Sharon Whitaker	Plato Curriculum Writing	\$13.50 Per Hour	75 Hours 7/1/14-6/1/15	4521 – Title II
Stephanie Pierce	Deaf Interpreter for After-School Student Activities	\$12.00 Per Hour	40 Hours 7/1/14-6/30/15	4549 – IDEA Part B
Alicia Davis			30 Hours 7/1/14-6/30/15	
Scott Massie			30 Hours 7/1/14-6/30/15	
Phillip Spearow	Trainer – Wellness Program – OFC Fitness Center	\$20.00 Per Hour	3 Hrs. Per Day 8/25/14-6/30/15	1590 – Health Incentive
Brian King	Saturday School Instructor Yearling Middle School	\$20.00 Per Hour	4 Hrs Per Saturday As Needed 9/27/14-6/9/15	1525 – Saturday School
Sherry Conrad	Translation/Assistance for Hearing Impaired Students During After School Activities	\$20.00 Per Hour	40 Hours In 2014-15	4549 – IDEA Part B (Approx. Total \$1,000.00)
Sherry Conrad	Instructor for Sign Language Class for Teachers and Interpreters	\$24.00 Per Hour	2 Hours Per Week for 6 Weeks	4549 – IDEA Part B
Mary Ann Murdoch	Initial Bonus for Bus Driver Recruitment (LM)	\$350.00	NA	Transportation Budget
Christina Todd	Initial Bonus for Bus Driver Recruitment (AD)	\$350.00	NA	Transportation Budget
Jeri Raulerson	Algebra Boot Camp OHS Freshman Campus	\$20.00 Per Hour	1.5 Hrs Per Day 11/17/14-12/12/14	1566 - SAI
Shana Schneider Brent Stuart	Algebra Boot Camp OHS Freshman Campus	\$20.00 Per Hour	1 Hr Per Day 11/17/14-12/12/14	
All Personnel Employed in 2014-15 (Revised from approval on 07-22-14 - Revisions in Bold and Underlined)	Eligible for Temporary Employment in After-School Programs/Tutorials during the 2014-15 School Year	As Determined by Each Program's Specifications and/or Salary Schedules 30 & 33	#4517 – Title I Migrant (not to exceed \$43,400.00) #4531 – Title I, Part A (not to exceed \$32,000.00) #4501 – Title III ELL (not to exceed \$10,000.00) #4555 – Title VI Rural & Low Income (not to exceed \$68,000.00) #1566 – SAI (not to exceed \$12,000.00)	

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: **REIMBURSEMENT FOR HIGHLY QUALIFIED CERTIFICATION**
DATE: November 11, 2014

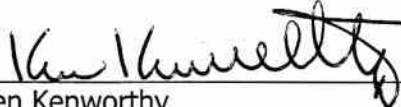
RECOMMENDATION:

That the Board approve reimbursement to teachers in Title I schools for the costs of the necessary certification exams to become highly qualified.

BACKGROUND INFORMATION:

In accordance with NCLB, teachers must be highly qualified in the subject area they are teaching. If necessary, a teacher can become highly qualified by taking the appropriate subject area exam and adding the subject area to their certificate. A teacher in a Title I school can be reimbursed for exam costs upon successful completion of the subject area exam and addition of the subject area to his/her Florida teaching certificate. A \$2,000.00 line item is set aside in the Title I Part A budget (Project #4531) for this purpose and reimbursements will be made to eligible teachers as funds allow.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MASTER AFFILIATION AGREEMENT FOR FIAT PROGRAMS**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve the 2014-15 Master Affiliation Agreement with Florida Atlantic University, Florida Institute for the Advancement of Teaching (FIAT). The agreement covers participation programs designed to attract and develop new educators.

BACKGROUND INFORMATION:

This is a renewal agreement for one or more of the following programs sponsored by FIAT:

- A. Good FIT (First Introduction to Teaching) – Places college freshmen, sophomores, and other students interested in teaching into school classrooms as Instructional Interns one day per week to work with pupils under the direction of a model teacher from the School District for 12 weeks per semester. These students may be from FAU or Florida’s community colleges.
- B. SMaRT (Substituting with Mentors and Realistic Teaching) – Places college juniors and seniors in a specific school for a semester as substitute teachers for one or more predetermined days per week with a FIAT master mentor who oversees their induction and performance.
- C. AIT (Accelerated Induction into Teaching) – Places highly qualified student teachers in unfilled classrooms as the instructor of record under the direct, daily, ongoing supervision of a FIAT Master Mentor for one full semester.

A copy of the agreement is included in Board member agendas and is available upon request in the office of the Director of Human Resources.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **TRANSPORTATION SERVICES AGREEMENT WITH THE OKEECHOBEE HISTORICAL SOCIETY**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve an agreement with the Okeechobee Historical Society for transportation services for five (5) trips to sites within Okeechobee County starting January 24, 2015, through October 17, 2015.

BACKGROUND INFORMATION:

The Okeechobee Historical Society has requested transportation services for scheduled educational trips for their group to historical properties in Okeechobee County. The buses will be used from 9:00 a.m. through 12:00 p.m. on the following dates: January 24, 2015, April 11, 2015, June 20, 2015, September 19, 2015, and October 17, 2015. The agreement is included in Board member agendas and is available upon request from the Supervisor of Transportation.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROFESSIONAL DEVELOPMENT FOR DIGITAL LEARNING GRANT APPLICATION**
DATE: November 18, 2014

RECOMMENDATION:

That the Board approve the Professional Development for Digital Learning Grant application in the amount of \$75,000.00.

BACKGROUND INFORMATION:

This is an entitlement grant award that will be used to provide professional development for teachers on the use of digital resources in their classrooms.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **POSTSECONDARY EDUCATION READINESS TEST (PERT) GRANT APPLICATION**
DATE: November 18, 2014

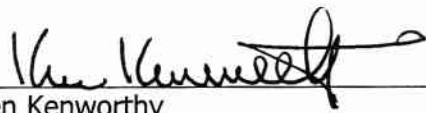
RECOMMENDATION:

That the Board approve the PERT grant application in the amount of \$1,914.26 for 2014-15.

BACKGROUND INFORMATION:

This is an entitlement grant program. Funds will be used to purchase PERT testing materials to assess the college readiness of high school 11th and 12th graders. The application is included in Board member agendas and is available upon request in the Office of the Coordinator of K-12 Accountability & Assessment.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MONTHLY FINANCIAL STATEMENT FOR SEPTEMBER, 2014**
DATE: November 18, 2014

RECOMMENDATION:

That the Monthly Financial Statement for September, 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 #3 FOR SEPTEMBER, 2014**
DATE: November 18, 2014

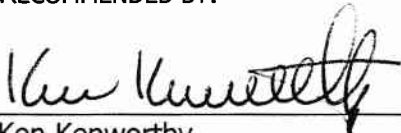
RECOMMENDATION:

That Budget Amendment #3 for September, 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 OCTOBER, 2014**
DATE: November 18, 2014

RECOMMENDATION:

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

General Disbursement Account – Warrants #152693 thru #152987

Operating General Fund	\$ 1,629,734.92
Federal Programs Fund	200,349.23
Food Service Fund	190,750.13
Capital Improvement Fund	<u>26,386.07</u>
Total	\$ 2,047,220.35

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools